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MASTER AGREEMENT

between the

*VANDALIA-BUTLER
BOARD OF EDUCATION*

and the

*VANDALIA-BUTLER
EDUCATION ASSOCIATION*

July 1, 2022 - June 30, 2024

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PART A - GENERAL PROVISIONS
ARTICLE I

Section 1.01 Agreement

This Agreement is entered into upon ratification by the Vandalia-Butler Education Association (hereinafter referred to as the "Association") and the adoption by the Vandalia-Butler City Board of Education (hereinafter referred to as the "Board").

Section 1.02 Recognition

The Board hereby recognizes the Association, an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code for all full-time and regular part-time certificated/licensed personnel and all regular full-time and regular part-time classified employees assigned to the following classifications: custodian/maintenance/warehouse, secretaries, transportation (if in-house), aides, assistants, and food service. EXCLUDED: management-level employees, supervisors, central office clerical/secretarial employees, students whose primary purpose is educational training, seasonal or casual employees, guards, and other professional and non-professional employees.

Section 1.03 Definitions

When used in this Agreement, "School" shall mean any work location; "Administration" shall mean the Superintendent and Treasurer and their management teams; "Unit member" shall mean any member of the bargaining unit; "Association Representative" shall mean a unit member designated to represent the Association within the school building; "Association Designee" shall mean any person assigned by the Association to handle a particular case. The singular shall include the plural; "Day" shall mean calendar day unless otherwise stated.

Section 1.04 Duration

This Agreement shall take effect on July 1, 2022 and shall remain in full force and effect through June 30, 2024.

Section 1.05 Savings Clause

The terms of this Agreement shall prevail over any and all laws, present and future, to the extent allowed by Ohio Revised Code Section 4117.10(a). Should any provision of this Agreement be found to be illegal by a Court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time for so doing, such provision shall thereafter be null and void, but the remainder of the Agreement shall remain in full force and affect.

Section 1.06 Waiver of Bargaining

The parties acknowledge that during negotiations which resulted in this Agreement they each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that their understandings and agreements are set forth in this Agreement. Therefore, Board and Association for the life of this Agreement each voluntarily and unqualifiedly waive the right to bargain collectively with respect to any matter or subject whatsoever, whether or not such matter or subject is referred to or covered in this Agreement and whether or not such matter or subject was within the knowledge or contemplation of either of them at the time this Agreement was negotiated and/or signed. Notwithstanding the above, the duty to bargain pursuant to Ohio Revised Code 4117.08 (C) shall not be impaired.

Section 1.07 Entire Agreement Clause

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties.

Section 1.08 No Strike Clause

There shall be no strike, work stoppage or walk-outs by unit members against the Vandalia-Board of Education during the term of this Agreement. The VBEA, its officers, agents, representatives, members, and all other employees covered by this Agreement shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any activity in violation of this clause.

Section 1.09 Non-Discrimination

- A. In accordance with the laws of the United States and the State of Ohio and established policies of the Administration and the VBEA, both the Board and Association agree that each shall not unlawfully discriminate against any employee of the Board.
- B. It is not the intent of this Agreement to discriminate in any way against any employee regardless of membership or non-membership in any employee organization.
- C. Employees who participate in the process of resolving grievances or professional negotiations in the manner indicated herein shall not be subject to discrimination for such action.

Section 1.10 Memoranda of Understanding/Memoranda of Agreement (MOU and MOA)

This Agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

Section 1.11 Civil Service

The provisions of this contract supersede the civil service requirements set forth in Ohio Revised Code, in all matters other than initial hires, including pre-hire examinations and eligibility lists.

Section 1.12 Academic Distress Commission

ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this Agreement intact.

The Association and its member reserve the right to challenge any action or failure to act by the Board, any academic distress commission, any Chief Executive Officer, or any other person or entity, with respect to the provisions of R.C. 3302.10.

ARTICLE II NEGOTIATIONS

Section 2.01 Negotiations

The Administration and the Association shall have the right of free choice in designating their respective collective bargaining representatives provided that neither party shall have more than ten (10) persons on its negotiating team.

Section 2.02 Request to Negotiate

Either party may give notice to the other of its desire to terminate, modify or negotiate a successor collective bargaining agreement not less than ninety (90) calendar days prior to the expiration date of the existing Agreement. Within fifteen (15) calendar days thereafter, the parties shall exchange proposals enumerating the issues to be discussed and shall schedule a meeting to commence negotiations.

Section 2.03 Dispute Settlement Procedure

Pursuant to Ohio Revised Code Section 4117.14(C) and (E), the parties mutually agree upon the following dispute settlement procedure as an alternative to and in lieu of the dispute resolution procedures provided for in Section 4117.14 of the Ohio Revised Code.

If, sixty (60) calendar days before the expiration date of the collective bargaining agreement, the parties have not reached an agreement; either party may request the Federal Mediation Conciliation Service to appoint a mediator to assist the parties in the collective bargaining process. In the event the parties have not concluded negotiations thirty (30) calendar days before the expiration date of their current collective bargaining agreement, the parties shall submit the items upon which agreement has not been reached to advisory arbitration. The parties shall select an arbitrator from a list of nine (9) names obtained from the American Arbitration Association, in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall have the authority to hold hearings and to confer with the parties or their representatives in any manner the arbitrator deems appropriate. The arbitrator shall transmit the written findings of fact and recommendations on the unresolved items at the earliest possible time to the negotiation teams. It is agreed by the parties that the recommendation of the arbitrator is not binding on either party except as set forth hereafter and is of an advisory nature only. Each party shall pay one-half (1/2) the cost of the arbitrator.

Within seven (7) calendar days of receipt of the arbitrator's findings of fact and recommendations, the Association and the Board shall both consider and vote on the recommendations. The Board shall vote on the arbitrator's recommendations in a public meeting and may reject them by a three-fifths vote of its total membership. All members of the Association who are present at a meeting held for said purpose may vote on the arbitrator's recommendations by secret, written ballot. The recommendations may be rejected by a three-fifths vote of the total membership of the Association. For purposes of this section, "Membership of the Association" shall be defined as it is in ORC 4117.14 as interpreted by SERB. The tally and results of the Association's vote shall be certified to the Board President in writing by the Association President within twenty-four (24) hours of the balloting. The ballots shall be retained by the Association for at least six (6) months following the vote and shall be made available to any representative of SERB upon request. If neither rejects the recommendations by the required three-fifths vote, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a collective bargaining agreement shall be executed between the parties, including the recommendations except as otherwise modified by the parties by mutual agreement.

If either party rejects the arbitrator's recommendations, then the arbitrator's findings of fact and

recommendations shall be made public, and the parties may continue to meet in an attempt to resolve the issues still in dispute.

If the parties are unable to reach agreement by the expiration date of their collective bargaining agreement or any extension thereof to which they have mutually agreed, the employees in the bargaining unit represented by the Association shall have the right to strike provided the arbitrator's findings of fact and recommendations have been made public and further provided that the Association has given a ten-day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by 4117.14 of the Ohio Revised Code.

Section 2.04 Agreement

If the substantive agreement is reached prior to thirty (30) calendar days before the expiration date of the current collective bargaining agreement or at any time after either party has rejected the arbitrator's recommendations as provided in Section 2.03 above, it shall be reduced to writing and submitted for ratification to the Association. The Association President shall notify the Superintendent of ratification. The Superintendent shall submit the ratified document to the Board for adoption by resolution within a reasonable time, but no later than the next regular Board meeting following Association ratification.

Section 2.05 Presentation of Tentative Agreement

As part of the negotiating process, one half day will be provided to up to five (5) Association members to prepare for presentation of the tentative agreement to the membership.

Section 2.06 Publication of Agreement

Publication of the Master Agreement will be electronic. Employees will be notified, and printed copies will be made available upon request.

ARTICLE III ASSOCIATION/BOARD RIGHTS

Section 3.01 Academic Discretion

A certain degree of academic discretion is essential to the teaching profession and the exploration and presentation of divergent points of view should be encouraged. The Board of Education believes that the consideration of controversial issues has a legitimate place in the instructional program of the schools (Reference Board Policy 2240). Likewise, the Association recognizes that the Principal in each school is responsible for all teaching conducted and has the responsibility to supervise teaching activity. Should differences exist with respect to the subject of academic discretion between a bargaining unit member and the principal, such differences may be reviewed by the Superintendent, the Association President, and the affected bargaining unit members. Any decision of the Superintendent shall be final and not subject to the grievance procedure contained in this agreement.

The primary objective of such instructional materials and equipment shall be to enrich, support, and implement the educational program of the school.

The Superintendent shall develop administrative guidelines for the selection and maintenance of all educational and instructional materials and equipment. The guidelines (reference Board Policy 2520A) shall include a plan for the review of instructional materials by staff and parents.

Section 3.02 Furnishing Information

The Administration shall furnish to the Association within a reasonable time, a copy of the pertinent financial documents normally prepared by the Administration. The Administration shall

have the same right to receive a copy of pertinent financial documents normally prepared for, or by, the Association.

Section 3.03 New Unit Members Information

Names and addresses of newly employed unit members shall be provided to the Association within seven (7) calendar days following Board approval of their contract.

Section 3.04 Payroll Deductions

The following payroll deductions shall be provided to unit members at no charge upon written authorization by the unit member:

A. Professional Dues, Assessments and Representation Fees:

The required amount of fees for payment of VBEA, WOEa, OEA, NEA professional dues. Deductions shall begin with the second check in October and be equally divided over fifteen (15) paychecks. The Association shall indicate to the Treasurer by September 15 the total amount to be deducted from each unit member's check for dues. Dues deductions must be authorized by the unit member in writing and shall continue in effect unless canceled as hereinafter provided.

Assessments shall be deducted upon thirty (30) calendar day notice to the Treasurer in accordance with the schedule submitted by the Association.

The Treasurer shall remit to the VBEA Treasurer monies deducted within ten (10) days after each pay for which dues, assessments or representation fees have been deducted.

B. Tax Sheltered Annuity:

1. Tax sheltered annuity deductions may be authorized and may occur at any time during the calendar year. A salary reduction with a Board-approved provider must be submitted to the Treasurer's Office for deductions to occur. Annuity deductions are in accordance with all I.R.S. regulations and Board policy

C. Except as otherwise indicated in A. above, payroll deductions will be deducted in equal amounts from unit members' paychecks. All sums deducted from the payroll will be remitted within a reasonable time by the Treasurer to the appropriate agent designated to receive the deduction.

D. The Association will indemnify and save the Board and Administration harmless against any or all claims, demands, suits or other liability arising out of action taken or not taken by it in connection with payroll deductions.

Section 3.05 Bulletin Board Space

The Association shall be provided bulletin board space in a place readily accessible to and normally frequented by all unit members in each work site for posting official notices and other official materials relating to Association activities.

Section 3.06 School Mail, Mailboxes, and E-Mail

The Association shall have the right to share information with employees via District resources.

Section 3.07 Board Meeting Agenda

An agenda of each regular meeting of the Board shall be made available to the Association on the date that it is delivered to board members.

Section 3.08 Use of Facilities

The Association shall have the right to meet in available school spaces before or after the contracted hours of the attending unit member(s). Where such meetings are held outside of the operating hours of that school, the Association shall pay any additional costs.

Section 3.09 Partnership Council

In order to provide a forum for improving communications between the Association and the Administration, unit members selected by the Association and administrators selected by the Superintendent, shall meet at least monthly to discuss matters of concern other than pending grievances and negotiations. Ground rules shall be established by the committee.

At least one Association representative and at least one administrator at each work site shall meet monthly as building level joint committee to discuss matters of concern which are unique to that worksite not to include pending grievances.

At the annual August meeting the Administration will provide the Partnership Council with a list of athletic and co-curricular positions that will be staffed for that given school year.

Section 3.10 Collaborative Committees

In order to provide for ongoing collaboration between the Association and the Administration, Partnership Council may establish joint collaborative committees. These committees will work to continue the teamwork, cooperation, and trust developed since the inception of the IBB process and the district Partnership Council. Guidelines for collaborative committees are set forth in Appendix E.

Section 3.11 Association Meetings

Unit members chosen by the VBEA as delegates to official meetings of the OEA or the NEA or any of their affiliated organizations shall be authorized to attend such meetings with no loss of pay, subject to the following:

No more than three (3) teachers and three (3) staff from any one building shall be authorized to attend such meetings at the same time, and the total unit member days used for such meetings in a contract year shall not exceed twenty-five (25) with five (5) additional days granted upon request. Administrative authorization for such leave will be made upon receipt of written notification from the Association that a unit member has been chosen to attend such a meeting and upon receipt of a completed professional leave form from the unit member. If necessary, substitutes will be approved and paid by the Board. Meeting expenses will not be paid by the Board.

The Association President or President's designee shall receive release time of five (5) work-days per school year. Said days may be used in full or half-day increments. Additional days may be granted by the Superintendent.

In the event a night custodian wishes to attend a VBEA meeting scheduled during regular work hours, permission to attend shall be requested from the supervisor of buildings and grounds. Any night custodian granted permission to attend a VBEA meeting during regular work hours will complete the full number of scheduled work hours after the meeting.

Section 3.12 Board Rights Clause

Except as otherwise expressly provided in this Agreement, the Board reserves and retains solely and exclusively all of its rights, pursuant to and consistent with applicable state and federal law, to manage, direct, and control the operation of the District. These rights include, but are not limited to such areas of discretion or policy as described below:

- A. The determination of qualifications and standards for unit members.
- B. The hiring, promotion, assignment and direction of unit members.
- C. The suspension, discharge, release or other disciplinary action against unit members.
- D. The determination of methods, means, and personnel by which the employer's operations are to be conducted.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Section 3.13 Legal Rights

Nothing in this Agreement shall be construed to deny to any employee or to the Board or the Administration the right to resort to legal proceedings. No decision on, or adjustment of, a grievance shall be contrary to any provision of the Agreement.

Section 3.14 Fair Share Fee

Under current law, fair share fees are currently illegal. In the event it becomes lawful for the Board and the Association to agree in the Collective Bargaining Agreement to require employees who do not become members in good standing of the Association to pay to the Association what is commonly known as a Fair Share Fee, those non-member employees will be required to pay such a fee in accordance with the terms and conditions in this article. Accordingly, the language below requiring bargaining unit members to pay a fair share fee will not apply during the term of this contract unless the United States Supreme Court reverses its decision in Janus v. AFSCME. Other language in this article that is not illegal will apply.

- A. **Payroll Deduction of Fair Share Fee.** The District shall deduct from the pay of members of the bargaining unit scheduled to work more than 15 hours per week and electing not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Master Agreement. No non-member filing a timely demand shall be required to subsidize political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. **Notification of the Amount of Fair Share Fee.** Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted.
- C. **Schedule of Fair Share Fee Deductions.** Payroll deduction of annual fair share fees shall commence on the first pay date which occurs on or after January 1st annually. In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of sixty (60) days' employment in a bargaining unit position, or January 1st payroll. The payroll deduction schedule will be reevaluated and adjusted as needed prior to the beginning of each school year.

- D. **Transmittal of Fair Share Fee Deductions.** The District agrees to transmit semi-monthly all amounts deducted to the Association, and to accompany each transmittal of fair share fee deductions with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. **Rebate Procedure.** The Association represents to the District that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- F. **Termination of Membership.** The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership during a membership year, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- G. **Indemnification of Employer.** The Association, on behalf of itself and the Ohio and National Education Associations, agrees to indemnify the District for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 2. The Association reserves the right to designate counsel to represent and defend the Board;
 3. The Board agrees to give full and complete cooperation and assistance to the Association and designated counsel at all levels of the proceeding, permit the Association or its affiliates to intervene as a party if it so desires, and/or to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 4. The employer acted in good faith compliance with the fair share fee provision of this Negotiated Agreement. There shall be no indemnification if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision.
- H. A survey of all unit members will be conducted by March 1, 2020, to determine their position on fair share contributions. If a simple majority (50% plus 1) of the total unit members indicates they want a change in the fair share collection, a change will be considered as a topic during negotiations. Survey results for fair share will be presented to the Board's bargaining team.

ARTICLE IV
GRIEVANCE PROCEDURE AND ARBITRATION

Section 4.01 Definitions

- A. A grievance is a complaint involving an alleged violation, misinterpretation or misapplication of the provisions of the collective bargaining agreement between the Board and the Association.
- B. A grievant shall mean a unit member, a group of unit members, or in matters that directly concern the Association or a group of unit members from more than one work site, the Association.
- C. Days shall mean calendar days (as defined in Section 1.03).

Section 4.02 Factors and Conditions

- A. All grievances will be initially presented to the administrator at the lowest administrative level who reasonably appears to have the authority to resolve the grievance. Most grievances should be presented first at the building level while certain grievances, such as those dealing with District- wide matters, would be presented to the Superintendent or designee, and other grievances, such as those dealing with payroll matters or insurance benefits, would be presented to the Board Treasurer.
- B. If specific administrative agency relief of a quasi-judicial nature is provided for by the statutes of the State of Ohio and/or the United States for review or redress of a specific matter (such as Workers' Compensation, Unemployment Compensation, EEOC, Civil Rights Commission), such matter may not be made the subject of a grievance and may not be processed as such.
- C. Any action by the Board or any recommendation of the Superintendent to terminate or not renew the employment of a certificated/licensed employee with the Board may not be made the subject of a grievance and may not be processed as such.
- D. Time limits are maximums unless mutually waived or reset by the Association and the Administration or Board. Formal Step time limits will exclude Thanksgiving break, winter break, and spring break (including any floating conference days or weekends associated with those breaks).
- E. Failure to meet time limits on the grievant's part shall be deemed a waiver of further rights to process the grievance; failure to meet the time limits on the Administration's part allows the grievant to appeal the grievance to the next step in the grievance procedure.
- F. Grievant shall have the right to Association representation of their choice and administrators shall have the right to representation of their choice throughout the grievance procedure and before the arbitrator.
- G. Communications regarding grievances processed beyond the informal step in the grievance procedure shall be in writing and hand-delivered or mailed with return receipt to the Administration, Association and grievant. The full grievance record will accompany all appeals.
- H. Grievances processed beyond the informal step shall be written to provide the following information:

1. The name of the grievant;
 2. The date of filing of the grievance;
 3. The date of the act which gave rise to the grievance or the date on which the grievant knew or reasonably should have known of the act which gave rise to the grievance;
 4. A statement of the grievance, including specification of the provision(s) of the collective bargaining agreement being grieved and a statement expressing the relief sought by the grievant; and
 5. Signature of the grievant and/or grievant 's representative.
- I. To the extent possible, grievance hearings will be held at a time and place causing the least interruption to the operation of the school district. If the parties cannot agree to the time and place of the hearing, the Administration may set the hearing during work hours.
- J. Any unit member reasonably required to be present at a grievance hearing shall be released under professional paid leave for hearings held during work hours.
- K. Any participant in the grievance procedure shall be protected from reprisal.

Section 4.03 Grievance Steps

A. Informal Step:

Within twenty-one (21) calendar days of the act which gave rise to the grievance or of when the grievant could reasonably have learned of the act which gave rise to the grievance, the grievant will verbally identify and present the grievance to the administrator at the lowest administrative level who has the authority to grant relief being sought. This step may be initiated at any time for ongoing grievances, but retroactive relief should apply no more than twenty-one (21) calendar days prior to initiation of the grievance unless otherwise stipulated by law. The administrator may take up to seven (7) calendar days following this informal meeting to give a verbal response.

B. Formal Step I (Administrative Review):

Within seven (7) calendar days following the administrator's response at the Informal Step and provided the response does not satisfy the grievant, the grievant may formally appeal the grievance in writing to the same administrator. If either the grievant or administrator requests, there will be a hearing of the grievance by the administrator in question within seven (7) calendar days of this appeal. The administrator will have seven (7) calendar days following the appeal or the hearing, whichever comes later, to respond in writing to the grievant.

C. Formal Step II (Superintendent/Designee Review):

Within seven (7) calendar days of having received the Administrator's Formal Step I response, the grievant may formally appeal the grievance in writing to the Superintendent/Designee and may at that time request a hearing. The hearing will occur within fourteen (14) calendar days of the request. The Superintendent/Designee will have fourteen (14) calendar days following the appeal or the hearing, whichever comes later, to respond in writing to the grievant.

D. Formal Step III (Arbitration):

1. Arbitration must be requested in writing by the Association within fourteen (14) calendar days after the written answer is given or should have been given by the Superintendent under Formal Step II of the grievance procedure set forth above; otherwise, the matter shall not be subject to arbitration.

2. If arbitration is requested, the American Arbitration Association is to provide the parties with a panel of arbitrators so that the parties may each strike the name of any unacceptable arbitrator(s) and indicate order of preference of the acceptable arbitrators by number. If no arbitrator is selected on the first panel submitted, the American Arbitration Association will submit additional lists to the parties until an arbitrator is mutually selected. The parties will not be limited in their decision to strike arbitrator(s) from any panel to “cause only,” nor will the American Arbitration Association appoint an arbitrator who has not been mutually selected by the parties.
3. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative(s).
4. The decision of the arbitrator shall be final and binding upon the Board, the Association, and any employee involved in the matter.
5. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement, nor to make any award which is inconsistent with the terms of this Agreement or contrary to law. Only grievances, as defined herein, shall be subject to arbitration.

Section 4.04 Miscellaneous

- A. The Ohio Arbitration Act will govern the rights of the parties with respect to any final and binding decision of the Arbitrator.
- B. If either party exercises its rights pursuant to the Ohio Arbitration Act and appeals to court a decision of the Arbitrator, the prevailing party is entitled to reasonable attorney's fees, with the amount to be agreed upon by the parties or, if agreement cannot be reached, to be determined by the court.

Section 4.05 Individual Rights

It is understood by the parties to the Agreement that employees may belong to any employee organizations of their own choosing and that such employees who are not members of VBEA or have not expressed a desire to be represented by it shall have the rights to present grievances and appeals on their own behalf as individuals and to submit suggestions to the Administration as individuals. However, the Administration will not entertain grievances of employees represented by any Association or association other than VBEA. VBEA's grievance committee

shall have final authority in deciding whether or not any grievance brought to it shall be presented to the Administration.

ARTICLE V UNIT MEMBER EVALUATION

Section 5.01

Evaluation is an ongoing process with the primary purpose of assessing and improving the professional performance of the unit member. A unit member shall be provided assistance to correct difficulties and afforded reasonable time to incorporate recommended changes per the evaluation instruments.

Section 5.02

Unit members will be evaluated in accordance with the evaluation procedure designated “Staff Evaluation” as set forth in the applicable Appendices and incorporated by reference into this Agreement. Collaborative teams comprised of administrators and association representatives will review the processes, documents, and timelines throughout the life of the Agreement and

modifications will be made accordingly.

Section 5.03

Written evaluations will be completed no later than May 1 of each year with teacher responses due no later than May 10 of each year. Each unit member will be provided a copy of the final evaluation. The evaluation shall become a part of the unit member's personnel file.

Section 5.04 Comparable Evaluations

As they apply to a Reduction in Force (RIF), a final evaluation rating of Skilled and Accomplished will be considered as comparable while Developing and Ineffective will be stand-alone ratings.

Teachers who earn a performance rating of Skilled or Accomplished shall have the option to combine this performance rating with the student growth measure.

Teachers who earn a performance rating of Developing or Effective must combine the performance rating with the student growth measure.

Section 5.05

Disputes regarding the content of evaluations shall be appealed via the process set forth in 5.06 and shall not be the subject of any grievance.

Section 5.06

If during the evaluation process, a disagreement arises between the unit member and the evaluator regarding conclusions drawn by the evaluator concerning the unit member's performance, the procedure will be as follows; the unit member's first line of appeal will be the evaluator. If the issue is not resolved at this level, the unit member may appeal to the next level administrator and/or to the Superintendent's designee. The Superintendent's designee will be of the same classification, meaning certificated/licensed or classified, as the unit member. If, after consultation at this level, the unit member is still not satisfied, an appeal may be filed with the Superintendent of Schools.

Pursuant to R.C. 3319.111, the Vandalia-Butler City School District Board of Education has adopted a policy for evaluations. This policy is incorporated by reference in the attached appendix. The Board policy for evaluations shall be updated as needed in order to comply with the requirements of the Ohio Revised Code and/or the recommendations of the evaluation committee.

Section 5.07

With respect to teachers, and except as provided in Article XXIII, Section 23.02, this Article is intended to prevail over and supersede any provisions of law regarding evaluations, including, but not limited to, Ohio Revised Code Section 3319.111.

ARTICLE VI PROFESSIONAL DEVELOPMENT

Section 6.01

Employees, with the approval of the Superintendent or the Superintendent's designee, may be permitted to attend, without loss of pay, professional meetings, conferences, or workshops, or make visitations to other schools for the purpose of observing programs closely related to such employees' regular duties. Within ten work-days after their return, employees granted such leave may be required to submit to their principals a written report concerning the meeting, conference or workshop attended or the school visitation made. Authorized transportation, parking, fees, meals, and lodging costs will be paid by the Board.

Section 6.02 Local Professional Development Committee (LPDC)

A unit member serving on the LPDC shall receive an annual payment of one thousand dollars as compensation for meeting his/her responsibilities as set forth in the LPDC by-laws. The Chairperson of the LPDC shall receive a stipend of \$1,500 and the Secretary of the LPDC shall receive a stipend of \$1,250 as compensation for meeting their respective responsibilities set forth in the LPDC by-laws. Otherwise, the LPDC is subject to its own rules and regulations unless either party to the collective bargaining agreement gives written notice of its intent to negotiate changes in working conditions related to LPDC operations.

Section 6.03 Tuition and Professional Development Reimbursement

The Board will set aside the sum of forty thousand dollars (\$40,000) each year for tuition and professional development reimbursement. Any unused balance will carry over into the following year, with the fund not to exceed seventy thousand dollars (\$70,000).

- A. A unit member may request one professional day each year to attend a professional conference. A maximum appropriation of \$5,000 per year out of this fund may be allocated to cover the cost of substitutes. Such leaves will be granted only if there are sufficient funds.
- B. The remainder is to be used to reimburse a unit member for college, approved coursework, or professional workshop registration fees that relate to the unit member's profession and work assignment.

Decisions regarding reimbursement shall be made by the LPDC and are not subject to the grievance procedure nor are they subject to the LPDC appeals process. Guidelines for determining the procedures to be followed will be established by the LPDC.

ARTICLE VII LEAVES OF ABSENCE

The Vandalia-Butler Board of Education agrees to comply with the requirements of the Family Medical Leave Act (FMLA), as amended. FMLA information is available in the Treasurer's Office.

Section 7.01 Personal/Emergency Leave

- A. Three work-days of personal/emergency leave per school year shall be granted to conduct personal business which cannot be done after normal school hours or on weekends, or to attend to unforeseeable emergency situations which call for immediate attention. Examples of legitimate uses of personal/emergency leave would include major family disasters, closing of loans, wedding of unit member or child, recipient of an award, immediate family graduation, observance of a recognized religious holiday, court appearance as witness or litigant, or any personal business of major significance **which cannot be handled before or after school or on a weekend.**

New employees contracted for a partial year will have personal/emergency days available as follows:

Those who have 120 or more days remaining in their contract: 3 days

Those who have 60 – 119 days remaining in their contract: 2 days

Those who have less than 60 days remaining in their contract: 1 day

- B. Under the conditions listed below, employees have the option to use two consecutive work-days of personal leave. This option may not be exercised in May or June. Personal leave may not be used in conjunction with days for which salary is deducted to extend scheduled vacation periods.

Personal leave shall not be granted on any school day preceding or following a day when school is closed, and staff is not scheduled for any type of duty. This is further defined as follows: personal leave shall not be granted on the first or last day of the school year, on the school day preceding or following Labor Day, Thanksgiving Break, Winter Break, Martin Luther King Day, Presidents' Day, Spring Break, Memorial Day, and the full day of parent teacher compensatory time.

Examples of improper uses of personal/emergency leave include but are not limited to; celebrating anniversaries or birthdays, recreation, shopping, or personal business which could be taken care of before or after school or on a weekend.

- C. Unit members shall request personal leave at least five (5) work-days in advance. This advance notice may be waived by the Superintendent or designee on a case-by-case basis. Unit members shall request emergency leave as soon as possible after the occurrence necessitating leave and provide supporting documentation of the emergency. Approval for personal/emergency leave must be obtained on the form provided by the Administration.
- D. Requests for exceptions to personal leave restrictions in 7.01 A, B, and C must be made in writing to the building principal/supervisor. Exceptions may be granted by the Superintendent, providing that specific reasons for the request are provided in writing by the employee, inclusive of the denial of such leave by the building principal.
- E. If the Superintendent subsequently learns that the use of personal/emergency leave was not appropriate, the consequences to the unit member for such use will be loss of pay for the day in question and will result in disciplinary action up to and including dismissal.
- F. Unused personal leave conversion options
1. Unused personal leave shall be converted to sick leave and added to a member's cumulative sick leave for the following school year.
 2. Members with a balance of three (3) unused personal leave days at the end of the school year may opt to convert those days into one (1) vacation day which must be used during the following school year.

The vacation day may be taken at any time of the year, except that no vacation day may be taken during the school year which will adversely affect or increase the cost of school operations. Employees shall give at least ten (10) work-days advance notice of intent to use vacation. In the event the request is denied, the administrator will provide a reason and work with the member to reschedule.
 3. Members who declare their intent to retire by March 1 of the school year will have any unused personal days added to their calculated sick-leave conversion severance balance.

Section 7.02 Court Appearance Leave

Unit members shall receive paid court leave as necessary to meet obligations related to jury duty and subpoenaed appearance in court. In order to receive this leave, the unit members must give

advance notice, if possible, of use of the leave and complete the leave form upon confirmation of the jury duty.

In case of absence from duty for any court proceeding or administrative hearing in which the unit member is a party, no salary shall be paid to the unit member for a period of absence except as allowed with personal/emergency leave or Association leave, if approved by the Superintendent.

Section 7.03 Sick Leave

A. Accumulation

1. Pursuant to state law, all full-time certificated/licensed employees shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month of completed service. Such sick leave may accumulate to a maximum number of 315 days.
2. All classified employees shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month of completed service. Such sick leave may accumulate to a maximum of 315 days
3. If an employee is absent without pay for any reason other than illness, the employee shall not lose this accumulated sick leave, nor shall the employee accumulate an additional days during such absence.

B. Advancement

Each beginning employee after reporting for duty and each employee having used all available sick leave shall be advanced five (5) days of sick leave or 1.25 days times the remaining months in the contract year, whichever is less. This advancement will occur only one time per contract year. These days must be earned through service before additional days are available.

C. Reinstatement or Transfer

An employee having terminated employment with the Board shall have such accumulated sick leave reinstated upon the employee's reemployment provided the employee has not used such sick leave in the employ of another board of education or other agency of the State of Ohio covered by these provisions.

An employee reemployed by the Board who, since leaving the employ of this Board, has been continuously employed by other boards of education or by state, county, or municipal governments in Ohio shall receive full credit for sick leave accumulated both in the prior employ of the Board and in the employ of other agencies of the State of Ohio listed above as shown in the records of the last employing organization.

A newly hired employee who has been employed by another board of education or a state, county, or municipal government of Ohio shall receive full credit for sick leave accumulated in such employment up to the total number of days in the employee's contract year.

D. Use

No payment for days absent under sick leave provisions shall be made except as provided for in the following. Falsification of a statement is grounds for suspension or termination under the law.

1. Employees may use sick leave for absence due to personal illness, injury, or pregnancy if such condition renders them unable to perform their duties.

2. Employees may use sick leave for illness or injury of the employee's child, parent, spouse, sister, brother, or permanent member of the household.
3. Employees may use sick leave for the death of a child, parent, grandparent, grandchild, spouse, parental in-law, sister, brother, or permanent member of the household, as authorized in Section 7.04.
4. Employees who desire to use sick leave for purposes similar to, but not specifically covered above, may be granted such leave on a case-by-case basis subject to approval from the Superintendent or Designee.
5. In the case of quarantine or exposure to a contagious disease, absence shall be excused if directed by the school physician, the patient's private physician, authorized practitioner, or the Department of Health.
6. Employees absent shall upon request and for just cause, submit to the Superintendent or designee a letter from their physician(s) or authorized practitioners certifying their ability to return to work.
7. Medical proof of illness will be required by the Board for all absences longer than ten (10) consecutive days and may be required for absences of less than ten (10) days.

Misuse or deliberate misrepresentation of sick leave may result in disciplinary action up to and including termination.

E. Sick Leave Bank

A sick leave bank shall be offered to provide all members of the VBEA bargaining unit with additional days of sick leave under the following provisions:

1. To enroll in the sick leave bank, members must donate at least one (1) day to the bank according to the provisions of this article prior to making a request for leave.
2. Members who enroll in the sick leave bank shall remain members of the bank for the duration of their membership in the bargaining unit. Members who leave the bargaining unit will be required to donate one (1) day to re-enroll in the sick leave bank should they return to the bargaining unit.
3. During the time of membership enrollment, but no later than October 15th of each contract year, each member in the bargaining unit shall be given the opportunity to donate up to three (3) days of his/her personal sick leave accumulation to the sick leave bank. New employees shall have the opportunity to join the sick leave bank within sixty (60) days of his/her start date.
4. All donations shall be made by completing the Sick Leave Bank Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the first pay in November.
5. A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said sick leave bank. The Committee shall consist of three (3) representatives appointed by the Association President. This Committee shall be empowered to adopt rules and regulations and to make decisions required to administer the sick leave bank, so long as those rules, regulations, and decisions do not modify this

Master Agreement. The duties of the Oversight Committee shall include the following:

- a. Distributing and collecting of the Sick Leave Bank Donation Forms each contract year;
 - b. Recording of all donations and submitting a list of all donations to the Treasurer's office by October 25th;
 - c. Processing of all requests for use of days in the sick leave bank (receipt of requests, notification of Treasurer's office, etc.);
 - d. Monitoring of all usage of days from the sick leave bank;
 - e. Soliciting of additional donations when the sick leave bank is within fifty (50) days or less of depletion;
 - f. Developing of all forms needed to operate the sick leave bank;
 - g. On or before July 31st of each year, publishing and filing with the Treasurer's office an annual report that includes an itemized listing of members who donated sick leave days, the number of sick leave days donated by each unit member, the number of sick leave days used, and the number of days remaining in the sick leave bank;
 - h. Performing its duties in a way that respects the confidentiality of donors to and recipients from the sick leave bank.
6. The sick leave bank shall be administered by the Sick Leave Bank Oversight Committee in accordance with the following provisions:
- a. All days once donated to the bank become the property of the bank and will not be returned in the event a member withdraws his/her participation in the bank.
 - b. Any member submitting a request to use the bank must have made his/her proper contribution and met all eligibility requirements. If a member is physically unable to submit the form, the forms may be submitted by a proxy.
 - c. A member can apply prior to using all his/her days, but he/she will not be able to use days from the bank until his/her own accumulated and advanced sick leave has been depleted.
 - d. No employee is permitted to use sick leave from the bank for any period during which he/she receives benefits under workers' compensation laws.
 - e. Days granted will be compensated at the recipient's per diem.
 - f. In the event a member no longer requires leave for the committee-approved reason, any remaining unused days shall be credited to the sick leave bank. The member's sick-leave balance will be reduced within thirty (30) days to reflect the removal of unused days.
 - g. The Oversight Committee will review and present to the Treasurer's office approval or denial of all requests to draw on the bank within ten (10) working days after such request and supporting documentation are received by the Committee. The

Committee will also make its decisions known to the applicant within this ten (10) day period.

7. To use the sick leave bank, a member must meet all of the following requirements:
 - a. The member's personal sick leave accumulations, including any advancement outlined in this article, must be exhausted.
 - b. The need for additional sick leave must be based upon catastrophic illness or injury of the member, their spouse, or child but shall not include use for normal pregnancy or for purposes of adoption.
 - c. A physician must verify in writing the member's need to be off work.
 - d. The member must agree in writing at the time of application for use of sick leave bank days as follows:

I acknowledge and agree the granting of days from the sick leave bank shall be at the sole discretion of the Sick Leave Bank Oversight Committee and that all decisions of the Committee will be final, binding, and not subject to the grievance-arbitration procedure of the VBEA Master Agreement. I further agree to abide by such decision and to waive, release, indemnify and hold harmless the Vandalia-Butler City Schools District Board of Education, its Board members and employees, the Vandalia Butler Education the Sick Leave Bank Oversight Committee, the Ohio Education Association, and their agents ("Releases") for any loss that I and/or members of my immediate family may sustain as a result of any claim or legal proceeding that I and/or members of my immediate family may bring against any of the aforementioned parties with respect to a decision made by any of them concerning this application, including attorney fees incurred by Releases.

8. Members who wish to request days from the sick leave bank shall submit a written application to the Oversight Committee. In order to withdraw days from the sick leave bank, the member must have enrolled in the bank prior to the appropriate enrollment deadline referenced in this article. The application shall include the following:
 - a. The date on which the member's personal sick leave accumulation will be exhausted;
 - b. The reason why the member must be off work;
 - c. The number of days up to thirty (30) requested from the sick leave bank;
 - d. The above-referenced acknowledgement, indemnity, and hold harmless agreement;
 - e. The written physician's statement verifying the member's need to be off work.

A member may make further requests for withdrawals from the sick leave bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the sick leave bank rests with the Oversight Committee.

9. Sick leave days will not be granted for days beyond a member's contracted employment period. However, a member may make an application for withdrawals from the sick leave bank to commence at the beginning of their next contracted employment period.
10. A member who has applied for and been recommended by a STRS/SERS physician(s) for disability retirement may not apply for days from the sick leave bank so that he/she may extend the date on which he/she will begin his/her STRS/SERS disability retirement. However, if a member's disability is denied by the STRS/SERS Board, a member may apply for withdrawals from the sick leave bank.
11. Whenever the number of days available in the sick leave bank totals fifty (50) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members.
12. All days accumulated in the sick leave bank and not used during a given school year shall remain in the bank and be carried over to the next contract year.

Section 7.04 Bereavement Leave

In the event of the death of a child, parent, grandparent, grandchild, spouse, parental in-law, sister, brother, or permanent member of the household, two (2) days not chargeable to sick leave will be granted. Any additional days may be granted by the Superintendent and are to be charged to sick leave.

Additionally, one (1) day per school year not chargeable to sick leave will be granted to the employee to attend a funeral of a family member or close friend for which the use of sick leave is inappropriate.

NON-COMPENSATORY AND OTHER COMPENSATORY LEAVES

Section 7.05 Conditions

- A. Requests for non-compensatory leave shall be submitted to the Superintendent in writing for Board approval. An employee will be returned to regular employment after the duration of the leave and be placed in a position for which the teacher is qualified and on the salary step held prior to the leave except where noted.
- B. Return from leave prior to the stipulated expiration date will be allowed by the Superintendent whenever the need for such leave no longer exists and that a suitable vacancy is available. The employee on a non-compensatory leave shall notify the Superintendent in writing by April 1 of the employee's intention as to the succeeding school year.
- C. Except as otherwise required by law, non-compensatory leaves shall not exceed one (1) year in duration.

Section 7.06 Personal Illness, Injury, Pregnancy, and Adoption

- A. A written application for leave of personal illness, injury, pregnancy, or adoption shall be accompanied by a statement from the attending physician or authorized practitioner stating the nature of the illness and definitively recommending that a leave be granted. The leave shall be granted unless the Board determines to have the employee examined to see if he/she can perform the duties of the job. The cost of the examination shall be borne by the Board. In the event the attending physician and the Board physician are in disagreement, the employee may request the examination of a third physician who shall be selected by the

attending physician and the Board physician. The third physician's opinion will be determinative and binding on all concerned. Fees for conducting the examination and rendering an opinion shall be borne equally by the employee and the Board.

- B. If a staff member is unable to perform satisfactorily the duties of the position because of a physical or other disability or if the staff member has been absent on account of personal illness following the expiration of sick leave, the Superintendent may recommend, without the request of the staff member, a leave of absence for a part of the school year, or a full school year and renewals thereof, and the Board will grant such leave in accordance with the provisions of the law.

An employee so placed will have the right to return to a position at the expiration of said leave. No employee will be permitted to return to work until the Board is furnished with a certificate from the attending physician or authorized practitioner indicating that the employee is able to perform the required duties. Any employee not returning to work when physically able may be deemed to have voluntarily resigned.

- C. The Board shall notify the insurance carrier of any employee on a non-compensatory leave of absence for personal illness, injury, pregnancy, or adoption who desires to be placed on a home billing option to maintain hospitalization and major medical insurance coverage.

Section 7.07 Maternity Leave

- A. Certificated/Licensed Employees

Teachers physically able to return to work following pregnancy, may request unpaid maternity leave for the balance of the current school year. Should such requested leave commence after the start of the second semester, but prior to the end of the contract year, one full additional year of leave will be granted upon request.

No employee will be permitted to return to work until she furnishes the Board with a certificate from her attending physician or authorized practitioner indicating that she is able to perform her duties. Any employee not returning to work when she is physically able may be deemed to have voluntarily resigned, unless granted an unpaid leave by the Superintendent.

Section 7.08 Assault Leave

- A. A member who is physically injured as a result of a physical assault on himself/herself, occurring while the member is performing duties required by his/her contract, and occurring on school premises or during a school-sponsored function, shall be entitled to assault leave.
- B. A staff member who is absent due to a physical injury resulting from an assault shall be eligible to receive up to five (5) work days of paid assault leave for each assault. The staff member's sick leave will not be charged for these days, but FMLA leave will be applied where applicable.
- C. The staff member must immediately report the assault to an appropriate administrator. An incident report will be completed as soon as possible on a form prescribed by the Board.
- D. A written application for assault leave shall be accompanied by a statement from the attending physician or authorized practitioner stating the nature of the physical injury and definitively recommending that a leave be granted. The leave shall be granted unless the Board determines to have the employee examined to see if he/she can perform the duties of

the job. The cost of this examination shall be borne by the Board. In the event the attending physician and the Board physician are in disagreement, the employee may request the examination of a third physician who shall be selected by the attending physician and the Board physician. The third physician's opinion will be determinative and binding on all concerned. Fees for conducting the examination and rendering the third opinion shall be borne equally by the employee and the Board.

- E. If assault leave is denied, the staff member may apply other available eligible leave to the absence.

Section 7.09 Military Leave

Military leave will be granted in accordance with applicable law.

Section 7.10 National and State Officers

Upon request of the Association, unit members elected to a state or national office of a bona fide professional organization at either state or national level, will be granted a leave of absence, not to exceed three (3) years.

Section 7.11 Professional Study

After three (3) years of service in the Vandalia-Butler City School District a teacher will be granted leave for any of the following professional reasons: Federal Government Exchange teaching, Peace Corps/Vista, overseas teaching, advanced education, and travel.

Leave granted for advanced education will be only for full-time graduate study earned in a degree pattern and credits must be filed upon return to the Vandalia-Butler City Schools.

Section 7.12 Other Non-Compensatory Leaves

A leave of absence without pay may be granted by the Board if recommended by the Superintendent for any other good and just cause.

Section 7.13 Loss of Salary for Absence

Except as otherwise indicated in this Agreement, absences on a scheduled work-day shall result in loss of salary. A day's salary for employees shall be calculated as the annual contract divided by the number of work-days in the contract year. For classified employees, the employee will not be paid their hours of unapproved absence. Nothing contained herein shall limit the Board's right to discipline an employee who fails to work as scheduled without obtaining approval for the absence.

Section 7.14 Required Physical and/or Psychological Examination(s)

The Superintendent may require an employee to undergo a fitness for duty evaluation to determine the employee's present ability to perform the essential functions of his or her job. When such a requirement is made, the Superintendent shall select the physician or psychologist to conduct the evaluation, and the District will pay the cost of the required examination. The employee retains the right to submit a second opinion at the employee's expense. In the event of a disagreement, the Board may request an examination by a third physician and/or psychologist who shall be selected by the attending physician and the Board selected physician. The third physician's/psychologist's opinion will be determinative and binding on all concerned. The fee for conducting the evaluation shall be borne equally by the Board and the employee.

ARTICLE VIII
STATE TEACHERS RETIREMENT SYSTEM AND
SCHOOL EMPLOYEES RETIREMENT SYSTEM PICK-UP
(SALARY REDUCTION METHOD)

Section 8.01 Retirement Contributions

For employees covered by the State Teachers Retirement System of Ohio or the School Employees Retirement System, the Board shall designate each employee's mandatory contributions as "picked-up" by the Board. This action will be on a "salary reduction basis" (pre-tax) as defined by STRS and SERS and as permitted under the Internal Revenue Code and Ohio law. No employee's total salary shall be increased by such pick-up, nor shall the Board's total contribution to the State Teachers Retirement System or School Employees Retirement System be increased because of the pick-up. This action shall be subject to the following conditions:

- A. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings paid thereafter.
- B. The parties agree that, should the rules and regulations of the IRS, State Teachers Retirement System, or the School Employees Retirement System change, making this procedure unworkable, the parties agree to change to an alternative contribution method that complies with all applicable rules and regulations.
- C. Payment for sick leave, personal leave, severance and supplemental(s), including unemployment, and workers compensation, shall be based on the employee's daily gross pay prior to reduction.
- D. It is to be understood by the parties that it is the responsibility of each individual employee to make any necessary adjustments and any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- E. The Board is not liable, nor will be held responsible, for any of the related legal IRS, STRS, SERS or any other agency's penalties or decisions concerning this plan, now or in the future.
- F. The Association and its members agree to indemnify and hold the Board harmless against any and all claims and actions that shall arise out of or by reason of any action taken by the Board in compliance with the provisions of this Article.

ARTICLE IX
ATTENDANCE OF CHILDREN OF NON-RESIDENT EMPLOYEES

Section 9.01

Non-resident bargaining unit members may enroll their natural, adopted and custodial children in the District schools' tuition free. To be eligible, these children shall not have a record of discipline or attendance problems in the school district of their residence. Such enrollment is subject to available space based upon the level of staff at the beginning of each school year. It is available on a "first come, first served" basis. If applications are received at the same time, the Superintendent shall have final discretionary authority as to whether a given student qualifies for tuition-free enrollment. The Superintendent shall also have authority to determine to which schools the children will be assigned. Further, if a given child has special needs which require the school district to expend money for the child in excess of the statutory tuition rate of the Board, the

unit member must pay the Board the difference in cost. In addition, if a given child wishes to enroll in College Credit Plus program which will require the school district to expend money for the child in excess of the statutory tuition rate of the Board, the unit member must pay the Board the difference in cost. Such payment shall be made in advance of the beginning of the school year or, if agreeable to the Superintendent, by payroll deduction over the school year.

ARTICLE X POLICIES, BUILDING DOCUMENTS, JOB DESCRIPTIONS AND BACKGROUND CHECKS

Section 10.01 Policies, Building Documents and Job Descriptions

The most current copy of the Board Policy is posted on the District website. Job descriptions are available in the Human Resources Building documents (e.g., handbooks, procedures and meeting agendas, etc.) will be made available to employees at the building level.

Section 10.02 Background Checks

The Board shall pay the fees for unit member background checks and fingerprinting as required by the State of Ohio. It is the sole responsibility of the employee to complete the required paperwork in advance of all Federal, State, and District deadlines. Results of fingerprinting and background checks paid for by the Board will not be released to other districts or agencies.

ARTICLE XI PAY SCHEDULE

Section 11.01

Unit members will receive their pay over 24 periods, being paid on the 10th and 25th of each month. When a payday falls on a holiday or a weekend, the pay will be made on the last preceding workday. The first pay date of any school year shall be September 10 of that year.

Section 11.02

Supplemental pay shall be included as a lump sum with each unit member's standard payroll check.

Section 11.03

All employees will be paid via direct deposit.

ARTICLE XII POSTINGS, VACANCIES, PROMOTIONS, TRANSFERS, AND JOB SHARING

Section 12.01 Vacancies

A. The Board shall post all job unit and non-unit vacancies for a period of at least six (6) work-days prior to filling the vacancies. Should an internal vacancy be created as a result of filling the initial vacancy, the posting period of the subsequent vacancy shall be shortened to at least 3 work-days.

A vacancy shall exist as a result of non-renewals, terminations, resignations, promotions, or the creation of new positions. Such postings shall be made available via the District website and District-provided email. Such posting shall name the vacant position and outline the job responsibilities, including grade level, subject area, and classification, whichever applies; name the work site and specify normal hours of work, including shift involved if more than one shift applies to that position. If any of the foregoing information

is not known at the time of posting, this fact shall be so noted on the posting. The Board need not post the vacated position for any unit member on less than a full year of extended unpaid leave.

- B. Newly created certificated/licensed staff positions and vacancies occurring after the school year ends may be filled by transfer or by the employment of new teachers. Throughout the school year and during the summer months vacancies will be posted electronically via the web employment link.
- C. Vacancies occurring during the school year may be filled by transfer or, for the remainder of the school year, by the employment of substitute, temporary or leave of absence employees. These vacancies will be posted according to 13.01 A.
- D. In filling all vacancies current district employees shall receive preference, but the ability to perform the duties of the position will receive primary consideration. When two or more applicants are equally qualified, the one having the most seniority within that same classification shall be selected. If neither have any seniority in that classification, the one with the most district seniority shall be selected.
- E. The employee(s) not selected will be notified within five (5) working days after the position has been filled. These individuals may request a meeting with the Superintendent's designee regarding the reason(s) for the decision.

Section 12.02 Promotions

- A. A promotional position shall be any position for which the unit member would receive more daily hours of work; a higher pay rate; or a longer contract year with potential for greater annual income. A change in instructional level or work site shall not be considered a promotion.
- B. All vacancies to be filled in promotional positions, including newly created positions, shall be filled pursuant to the following procedure:
 - 1. Such vacancies shall be publicized by bulletins to each school.
 - 2. Said notice of vacancy shall set forth the qualifications, general responsibilities, procedures for obtaining the position, and deadline for filing the application.
 - 3. Unit members who desire to apply for such vacancies shall file their résumés and applications in writing with the Department of Human Resources within the time limit specified in the notice. Applying for the position does not guarantee an interview.
 - 4. Applications and résumés will be accepted from within and outside the District. Along with other considerations, candidates should be chosen on the basis of experience (Section 13.01D), meritorious performance and potentiality for effective leadership. Where qualifications are substantially equal, preference shall be given to employees of the District.

Section 12.03 Transfers - Classified Employees

- A. Transfers shall be defined as a movement of an employee within the same classification and pay- grade which results in a change in work location or shift. Employees desiring a transfer must submit their written interest to the Superintendent or designee by the deadline date shown on the posting. If more than one employee applies for a transfer, position

seniority shall be used as the determining factor. In the event more than one position is posted and the applicant is interested in more than one position, the applicant shall submit their written interest expressing preference of positions in rank order.

- B. No employee will be placed in a vacant position if the employee retains another position in the District where the two positions, when combined, result in the work hours of the two (2) positions conflicting, and/or when the normal schedule of hours results in overtime.
- C. All vacancies in the classification of four (4) hour custodian may be filled by applicants from the District's substitute list. In hiring four (4) hour custodians, it is not the Board's intention to create numerous part-time custodial positions or to deprive current custodial employees of full-time or overtime employment.

Section 12.04 Transfers – Certificated/Licensed Employees

- A. A transfer is the changing of a teacher's placement or assignment without a change in salary status.
- B. A teacher's request for a transfer will be honored to the extent that there is no conflict with the instructional requirements or with the balancing of staff. Transfer request forms shall be distributed to all teachers not later than March 15. These requests for transfers shall be returned to the office of the Department of Human Resources by April 1 of each year where they shall be retained on file.
- C. Administrative Transfers
 1. An administrative transfer is understood to mean a change in building assignment, a change in grade level assignment or a change in subject assignment. A teacher receiving an administrative transfer shall be informed in writing, giving the reason for such transfer by the administrator involved. Every reasonable effort will be made to notify any affected teacher of an administrative transfer for the next school year prior to the end of the current school year. If it is necessary to make an administrative transfer during the summer, every reasonable effort will be made to promptly notify the affected teacher. If it becomes necessary to make an administrative transfer after the beginning of the school year which requires the teacher to relocate to a different room or building, a substitute teacher will be provided the first day of the new assignment so that the affected teacher will have time to settle into his/her new room and prepare necessary materials.
 2. A teacher transferred because of an organizational change shall have first choice of vacancies for which he/she is certificated/licensed whenever possible.
 3. Upon written request, a teacher notified of an administrative transfer shall be granted a conference with the administrator involved within ten (10) work-days.
 4. The transferred teacher shall be given a position for which he/she is certificated/licensed.

Section 12.05 Screening Process for Filling of Vacancies

When the Administration determines that a vacancy exists, and the position is posted, a screening process of applicants will take place. With respect to current employees, this process will utilize one or more screening elements, to be determined by the Superintendent or designee. These screening elements may include but are not limited to information from present and past

supervisors written and/or practical examination, considerations of such other factors as may relate to the given job vacancy, etc.

Section 12.06 Job Sharing

- A. Job sharing shall refer to a voluntary option available for two-unit members in like job classifications (licensure/certification) to share one (1) full time position. Priority for job sharing opportunities shall be given to unit members on a first-come, first-served basis, other conditions permitting. The Superintendent may designate classifications, grade levels, and buildings at which job sharing opportunities may be available. Even at designated classifications, grade levels, and buildings, the Superintendent may limit the number of job-sharing opportunities. Job sharing must conform to and last the full school year.
- B. It shall be the primary responsibility of the unit member seeking a job-sharing opportunity to find an acceptable job-sharing partner. No unit member shall be required to job share or be involuntarily reassigned or transferred for the purpose of job sharing except that the district may place a new hire with a current unit member requesting to job share. Unit members interested in job sharing for the upcoming school year may express their interest in writing to the Superintendent on or after March 15 but prior to April 1. Such interest should provide the Superintendent with a detailed plan as to how the given job-sharing arrangement will be carried out. Such plan is subject to approval of the Superintendent.
- C. Unit members who job share shall receive one year of seniority credit. Unless otherwise provided for by law, each two years of job sharing by certificated/licensed unit members shall count as one year toward salary placement experience; classified unit members shall receive one year of credit toward wage placement advancement for each year spent job sharing. Unless otherwise agreed among the unit members, VBEA and the administration, each certificated/licensed unit member's job sharing partnership shall be 50% of the given individual's annual salary for certificated/licensed staff with each certificated/licensed unit member extending his/her one-half day by fifteen minutes to overlap the job sharing partner's day for purpose of coordinated planning. Likewise, classified unit members will split the hours of work for the position being shared on a 50-50 basis. Likewise, each unit member participating in a job-sharing assignment shall be entitled to 50% of the benefits package which applies to the full-time position being shared. Neither unit member will qualify for an "in lieu of" payment regarding insurance fringe benefits. Certificated/Licensed unit members sharing a job will each be responsible for participating in open houses, parent-teacher conferences, staff meetings, etc. to the extent regular full-time certificated/licensed unit members are responsible for same. Unless otherwise agreed to or applicable, such out-of-work-day responsibilities for certificated/licensed unit members sharing a job shall be without extra pay.
- D. An employee in a job share position shall provide written notification to the Superintendent on or before March 15 to express their intent to a full-time position. Such employee may return to full-time status only at the beginning of a school year. The employee will be returned to regular employment for which the unit member is certificated/licensed and qualified if a position is available. If no position is available, the district may elect to implement a RIF, or the employer may choose to extend the job share assignment until a full-time position for which the unit member is certified, licensed and qualified becomes available.

**ARTICLE XIII
PLACEMENT ON SALARY SCHEDULE**

Section 13.01

All new unit members shall be placed on their applicable salary/wage schedules in accordance with their actual, verified training and experience, limited by the board having the discretion but not being required to recognize more than ten (10) years of outside experience.

Section 13.02

Beginning January 1, 2023, for a certificated/licensed unit member to be eligible to move from one column on the salary schedule to the next, beginning with the move from MA to MA+15, the hours necessary for such movement must be pre-approved by the LPDC and then verified by Superintendent and/or designee.

Section 13.03

Beginning January 1, 2023, when earned concurrently, pre-approved coursework outside a member's Master's Degree Program will be recognized for advancement pursuant to section 13.02 of this article.

**ARTICLE XIV
PERSONNEL FILES**

Section 14.01

- A. Employees may, upon written request, in the presence of the Superintendent and/or designee, review the contents of their central office personnel files except confidential pre-employment letters and recommendations which are to be removed from the personnel files prior to making them available. Employees may, upon written request, in the presence of the building principal and/or designee review the contents of their building administrative files.
- B. The employees may be accompanied by one other person at such review. The date and time of the review shall be mutually agreed upon by the Superintendent and/or designee and the employees in the case of the central office personnel files, or by the principal or designee in the case of the building administrative files.
- C. The employees may present written statements at any time for inclusion in their central office and building administrative files. No anonymous material shall be placed into the employees' personnel files.
- D. The employees shall receive a copy of all complaints and records of reprimand concerning their professional competence which shall be placed in their personnel files at the time of placement. Material that is inaccurate or misleading may be challenged according to the provisions of the Ohio Revised Code. Records of reprimand shall be purged upon request after three (3) years if the employee has no further infraction of the same or similar nature. Furthermore, reference to disciplinary suspensions without pay may be purged upon request after ten (10) years if the employee has no further infractions of the same or similar nature that prompted the suspension.
- E. Employees will be permitted to copy non-confidential file materials from their personnel files upon payment of ten cents (\$.10) per page to cover copying expenses.

ARTICLE XV
ESTABLISHMENT OF SENIORITY

Section 15.01

The Board shall establish seniority lists for certified and classified employees and submit them to the Association President each year by October 31st. Such lists will be deemed to be conclusive as to seniority unless objections are raised by VBEA or any employee within one month after the lists are given to VBEA.

Section 15.02 Certificated/Licensed Employees

Seniority shall apply to certificated/licensed employees as follows:

- A. The date the employee was hired by the Board,
- B. The employee's first actual day of work,
- C. The date/time (as stamped upon receipt) the district receives the new employee's signed letter of intent,
- D. Any further ties in seniority shall be decided by the random selection process as agreed upon by the Association and Administration. The affected parties and the Association President or designee have the right to be present at the time of the decision, and the result will thereafter remain so fixed.

Section 15.03 Classified Employees

- A. Seniority shall apply to regular full and regular part-time employees.
- B. As used in this Agreement, district seniority or job classification seniority shall be defined as follows:
 - 1. District seniority shall be defined as the employee's most recent effective date of hire as indicated in the minutes of the Board of Education.
 - 2. Job classification seniority shall be defined as the length of time from the employee's most recent assignment in the employee's current job classification ladder.
- C. When two or more employees have identical job classification seniority, district seniority shall prevail.
- D. When two or more employees have identical job classification and district seniority, their relative seniority will be determined by a random selection process as agreed upon by the Association and Administration. The Association President or designee will be present at the time of the decision. The affected parties have the right to be present.
- E. Substitute employees shall not accumulate any seniority and shall not be considered as regular full-time or regular part-time employees. Only regular full-time and regular part-time employees shall accumulate seniority.
- F. There shall be a probationary period of ninety (90) actual days of work to allow the Board to determine the fitness and adaptability of a newly hired regular full-time or regular part-time employee. During the probationary period, the probationary employee shall have no seniority rights, and the discharge or layoff for any reason shall not be subject to the grievance procedure or other review.

**ARTICLE XVI
REDUCION IN STAFF**

Section 16.01

In the event the Administration determines that a reduction in the number of employees in the District is necessary or desirable, it shall attempt to make such reduction through attrition (e.g., resignations, non-renewal of leave of absence employees, retirements).

If the Administration determines that further reductions are necessary or desirable, it shall notify the Association at least twenty-one (21) calendar days before any meeting of the Board at which it shall request the Board to take action to make reductions in staff other than through attrition. Such notice shall indicate the approximate number of employees to be recommended for reduction.

At least 24 hours prior to the Administration's notification to the employee(s) affected by a Reduction in Staff, the Superintendent/Designee, the VBEA President and/or the VBEA Vice-

President(s) will meet to verify the Reduction in Staff list. The content of this meeting shall remain confidential.

Employees who have been subject to a reduction in force may continue to carry group life insurance, dental, and group medical and hospitalization insurance, consistent with Consolidated Omnibus Budget Reconciliation Act (COBRA), provided they pay 100% of the cost of the premiums for such insurance. It shall be the individual employee's responsibility to see that the monies are paid. It is understood that the Board will assume no responsibility for any cancellations of insurance coverage. It is also understood that this arrangement is only valid while the employee remains unemployed.

Employees who have been subject to a reduction in force will maintain recall rights under the Master Agreement that was in effect at the time of contract suspension.

Reductions of staff through outsourcing will only be made after alternatives have been explored and discussed with the Association. Exploration will include a detailed explanation of the anticipated cost savings and a discussion of the impacts upon employees currently holding the position to be outsourced. Reasonable efforts will be made to secure employment for impacted individuals within the agency providing the outsourced service or through other positions within the school district.

In the event the Administration deems it necessary to outsource, the impact on affected members will be negotiated with the Association.

Section 16.02 Certificated/Licensed Employees

- A. When in the judgment of the Vandalia-Butler Board of Education it becomes necessary to reduce the teaching staff because of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, closure of schools, territorial changes affecting the district, or financial reasons, such reduction will be made by suspension of contracts. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts, teachers with comparable evaluations, as outlined in Section 5.04, and to teachers who have greater seniority.
- B. Recall notifications shall be issued in writing and hand-delivered to the employee or delivered by certified mail to the last known address provided to the District by the

employee. RIFed employees are responsible for providing the District Treasurer with their most current mailing address. Teachers on continuing contract subject to a reduction in force shall be considered to have the right to recall for a period of three (3) years from the date of their last day of work. Teachers on a limited contract subject to a reduction in force shall be considered to have the right to recall for a period of two (2) years from their last day of work.

A teacher may refuse a position offered through recall without forfeiting recall rights. Such refusal must be communicated within seven (7) calendar days of the notification of recall, and the teacher will retain the same order on the recall list. A second refusal will result in termination of recall rights. Recall will be made in the reverse order of reduction according to type of contract and areas of licensure/certification.

Upon acceptance the teacher will report to work based upon the date indicated on the notification of recall. Reasonable accommodations will be made for extenuating circumstances.

- C. In the event a RIF occurs prior to May 11 in any given year, the most recent final evaluation from a previous year will be used.
- D. Non-renewal of contracts shall not be used as a means to obtain reduction in the number of staff members.
- E. The Board shall indicate in its minutes when action is taken for the purpose of a reduction in force.
- F. Nothing contained herein shall be deemed to limit the Board's authority to non-renew, terminate, or suspend the contracts of teachers for any reason other than a reduction in force.

Section 16.03 Classified Employees

- A. Whenever it becomes necessary to reduce the number of employees in a job classification, probationary employees in the classification affected shall be laid off first, followed by regular employees.
- B. Regular employees shall be laid off within their job classifications on the basis of job classification seniority, with the person with the least job classification seniority laid off first. If further layoffs are necessary, the person with the next least job classification seniority shall be laid off.

An employee subject to layoff may exercise job classification seniority to displace another employee employed with less seniority within the job classification. Employees may only displace an employee who is on the same or lower tier of the job classification ladder as indicated in section 34.01, subject to the following:

1. The employee shall have all necessary skills, abilities and licenses or permits needed to perform the duties of the job without training, other than incidental training needed to familiarize the employee with the job.
2. The employee shall exercise his/her right of displacement prior to the first day of layoff.

- C. In refilling vacancies caused by layoffs, employees shall be recalled in the reverse order of layoffs. If employees do not respond within seven (7) calendar days to a written recall notice of reinstatement from the Administration, delivered by certified mail with return receipt requested, the employee's employment shall be deemed to be terminated. It will be the responsibility of the employee to provide the Administration with a current mailing address. One refusal for re-employment releases the Administration from any further responsibility to rehire the employee.
- D. All employees shall retain recall rights for a period of twenty-four (24) months from the date of their last day of work.

ARTICLE XVII CALAMITY DAYS

Section 17.01 Classified

In the event it becomes necessary to close school due to weather or other calamity, the following reporting procedures and work schedules will be followed:

- A. Maintenance Department and Custodial Personnel. All maintenance department and custodial personnel will report to work as usual. They shall work until the schools are ready for students. The maintenance supervisor, through the Superintendent or designee, will release maintenance personnel as soon as their jobs are completed. Custodial personnel will work approximately four hours, more or less, as needed, preparing, and securing buildings for the next day of school. Both day personnel and night personnel will report at their usual times. The head custodian, through the maintenance supervisor and the Superintendent or designee, will release all custodial personnel as soon as the building is secure, and all snow or other hazardous materials are removed. The head custodian shall also check with the building principal prior to leaving for the day.
- B. Clerical Staff/Building Secretaries: No building secretary will be required to report to work unless specifically requested to do so by the building principal and approved by the Superintendent or designee.
- C. Food Service Personnel. No food service personnel will be required to report to work unless specifically requested to do so by the food service supervisor and approved by the Superintendent or designee.
- D. Aides/Assistants. No aide/assistant will be required to report to work unless specifically requested to do so by the building principal and approved by the Superintendent or designee.
- E. Warehouseperson/Route-person. Warehouseperson/Route-person will report to work as usual and operate under procedures which apply to the maintenance department.

Section 17.02

The foregoing shall not apply in the case where the opening of school is delayed or where school is dismissed early. In those cases, all employees will report for work at their regular shift unless specifically authorized by their supervisors to vary their work schedules. In the event a calamity day falls on a day an employee has applied for or has taken leave (sick, vacation, personal, or professional), the employee shall not be charged with such leave.

Section 17.03

To the extent legally possible, employees will work scheduled make-up days without additional compensation in the event the District is required to make up calamity days by the General Assembly or by the State Department of Education or the State Superintendent of Instruction.

Section 17.04 Certificated/Licensed Employees

Teachers shall not be required to work on any day that schools are closed by the Administration due to public calamity including hazardous weather conditions, utility failures or damage to school buildings which render them unfit for school use. However, teachers will work any student instruction make-up days scheduled by the Board without additional compensation.

Section 17.05

In the event a calamity day falls on a day an employee has applied for or has taken leave (sick leave, personal, or professional), the employee shall not be charged with such leave.

ARTICLE XVIII RETIREMENT SEVERANCE/INCENTIVE

Section 18.01 Certificated/Licensed Employee Severance - Under the Age of 55

A. A teacher of the Vandalia-Butler School District who retires after ten (10) years of active service may, at the time of retirement (defined as being retirement based on active service, not disability, and the filing and approval of an application for retirement by the Ohio State Teachers' Retirement System) apply to be paid for accrued but unused sick leave credits on the basis of the following formula:

Days of accumulation at retirement divided by four (4) equals the days to be calculated to the nearest half day, but not to exceed 70 days.

B. If the employee notifies the district in writing by March 1 of their intent to retire at the end of a school year, days of accumulation divided by four equals the paid days to be rounded up to the nearest day, but not to exceed 75 days.

C. The amount to be paid for each such day or fraction thereof shall be based on the daily rate of pay of such teacher for the final teaching contract with this District as shown on the regular contract or salary notice, excluding any pay for supplemental duties.

D. Such payment shall be made within ninety (90) calendar days after the effective retirement day set by the retirement system and shall eliminate all sick leave credits accrued by the teacher. The teacher may request in writing that payment be delayed until January of the following calendar year.

E. Accrued sick leave as used herein shall include accrued sick leave which the teacher has transferred into this District from other teaching service in Ohio public schools, but not to exceed the accrual limits in effect in this District at the time of retirement.

F. This privilege of conversion of accrued sick leave days to cash payment is optional and the teacher may waive the right to do so if desired.

G. If a teacher eligible for a payment pursuant to this section, does not apply to the Treasurer within one-hundred twenty-(120) calendar days after receipt of written notice of eligibility for payment, or transfer of accumulated sick leave from Vandalia-Butler schools, the

payment shall not be made to the teacher.

- H. All deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding if required by law. Neither the Board nor the Vandalia Butler Education Association guarantees any tax results associated with deferrals to a TSA or check payments made to a member.
- I. In the event a bargaining unit member dies from the time of applying for retirement and the severance payment being made, the Severance Pay shall be paid to the employee's estate.

Section 18.02 Certificated/Licensed Employee Severance - at the Age of 55 and/or Over

- A. A teacher of the Vandalia-Butler School District who retires after ten (10) years of active service may, at the time of retirement (defined as being retirement based on active service, not disability, and the filing and approval of an application for retirement by the Ohio State Teachers' Retirement System) apply to be paid for accrued but unused sick leave credits on the basis of the following formula:

Days of accumulation at retirement divided by four (4) equals the days to be calculated to the nearest half day, but not to exceed 70 days.

- B. If the employee notifies the district in writing by March 1 of their intent to retire at the end of a school year, days of accumulation divided by four equals the paid days to be rounded up to the nearest day, but not to exceed 75 days.
- C. The amount to be paid for each such day or fraction thereof shall be based on the daily rate of pay of such teacher for the final teaching contract with this District as shown on the regular contract or salary notice, excluding any pay for supplemental duties.
- D. Payment and Deferral of Severance Pay

Eligible bargaining unit members shall participate in the *Vandalia-Butler City School District Section 403b Tax Deferred 403(b) Annuity Plan*, hereafter referred to as the 403(b) Special Pay Plan, with terms that comply with the requirements of this Contract and the Plan Document.

- 1. The terms of the 403(b) Special Pay Plan are outlined in the plan document, which shall be made available upon request, and include the following;
 - a. All Employees who have attained the age of fifty-five (55) years or older during the calendar year of retirement and are eligible for said severance payment (including applicable retirement incentives) will be paid into the Board sponsored Employer **403(b) Special Pay Plan** per adoption agreement dated June 28, 2016, and as amended thereafter.
 - b. By participating in the **403(b) Special Pay Plan**, an Employee will receive payment for his/her unused accumulated sick leave as calculated per this article, and any applicable retirement incentives, beginning with the official year of retirement as set by the members applicable State Retirement System. Said payment will be made up to the maximum annual IRS 415 limit, into the **403(b) Special Pay Plan** unreduced by current federal, state, and local income taxes. Any additional monies due to the Employee

will be paid out up to the maximum annual IRS 415 limits each January until all monies have been paid.

- c. A member who is a participant in the **403(b) Special Pay Plan** shall complete a sponsor enrollment package prior to retirement; and unless and until a member does so, no severance payment shall be made to the **403(b) Special Pay Plan** on behalf of the member.
 - d. The Plan year shall be the calendar year.
2. All contributions to the Plan, all deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding if required by law. Neither the Board nor the Vandalia Butler Education Association guarantees any tax results associated with the 403(b) Special Pay Plan, deferrals to a TSA, or check payments made to a member.
 3. In the event a bargaining unit member dies from the time of applying for retirement and the severance payment being made, the Severance Pay shall be paid to the employee's estate.

Section 18.03 Classified Employee Severance - Under the Age of 55

- A. School employees retiring from the Vandalia-Butler City School District shall be eligible for severance pay based upon the following eligibility requirements:
 1. Be employed by Vandalia-Butler City Schools at time of retirement.
 2. Have five (5) or more years of service in the Vandalia-Butler City Schools.
 3. Have an application for retirement approved by School Employees Retirement System.
 4. A completed application for severance pay shall have been returned to the Treasurer of the Board no later than thirty (30) calendar days after the last day of employment. The application form shall be sent to the employee immediately after the employee applies for retirement.
- B. Payment shall be made in one lump sum within ninety (90) calendar days after the last day of employment. The employee may request in writing that payment be delayed until January of the following calendar year.
- C. Employees may apply to be paid for accrued but unused sick leave credits on the basis of the following formula: Days of accumulation at retirement divided by four (4) equals the days to be calculated to the nearest half day, but not to exceed seventy (70) days.
- D. Payment shall be calculated by multiplying the employee's daily base rate, excluding supplemental pay, at the time of retirement by the total number of days or fractional parts thereof as determined by the formula. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.
- E. Additionally, at separation of employment, employees will be paid for their accrued but unused vacation days, not to exceed three times their annual vacation allotment.
- F. Employees meeting the above requirements who notify the district of their retirement sixty

(60) days prior to their last day of work (excluding vacation, unauthorized leaves of absence, or other leaves) will be eligible for an additional five (5) days of paid severance.

- G. All deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding if required by law. Neither the Board nor the Vandalia Butler Education Association guarantees any tax results associated with deferrals to a TSA or check payments made to a member.
- H. In the event a bargaining unit member dies from the time of applying for retirement and the severance payment being made, the Severance Pay shall be paid to the employee's estate.

Section 18.04 Classified Employee Severance - at the Age of 55 and/or Over

- A. School employees retiring from the Vandalia-Butler City School District shall be eligible for severance pay based upon the following eligibility requirements:
 - 1. Be employed by Vandalia-Butler City Schools at time of retirement.
 - 2. Have five (5) or more years of service in the Vandalia-Butler City Schools.
 - 4. Have an application for retirement approved by School Employees Retirement System.
 - 4. A completed application for severance pay shall have been returned to the Treasurer of the Board no later than thirty (30) calendar days after the last day of employment. The application form shall be sent to the employee immediately after the employee applies for retirement.
- B. Payment shall be made in one lump sum within ninety (90) calendar days after the last day of employment. The employee may request in writing that payment be delayed until January of the following calendar year.
- C. Employees may apply to be paid for accrued but unused sick leave credits on the basis of the following formula: Days of accumulation at retirement divided by four (4) equals the days to be calculated to the nearest half day, but not to exceed seventy (70) days.
- D. Additionally at separation of employment, employees will be paid for their accrued but unused vacation days, not to exceed three times their annual vacation allotment.
- E. Employees meeting the above requirements who notify the district of their retirement sixty (60) days prior to their last day of work (excluding vacation, unauthorized leaves of absence, or other leaves) will be eligible for an additional five (5) days of paid severance.
- F. Payment and Deferral of Severance Pay

Eligible bargaining unit members shall participate in the *Vandalia-Butler City School District Section 403b Tax Deferred 403(b) Annuity Plan*, hereafter referred to as the **403(b) Special Pay Plan**, with terms that comply with the requirements of this Contract and the Plan Document.

- 1. The terms of the **403(b) Special Pay Plan** are outlined in the plan document, which shall be made available upon request, and include the following;

- a. All Employees who have attained the age of fifty-five (55) years or older during the calendar year of retirement and are eligible for said severance payment (including applicable retirement incentives) will be paid into the Board sponsored Employer **403(b) Special Pay Plan** per adoption agreement dated June 28, 2016, and as amended thereafter.
 - b. By participating in the **403(b) Special Pay Plan**, an Employee will receive payment for his/her unused accumulated sick leave as calculated per this article, and any applicable retirement incentives, beginning with the official year of retirement as set by the members applicable State Retirement System. Said payment will be made up to the maximum annual IRS 415 limit, into the **403(b) Special Pay Plan** unreduced by current federal, state, and local income taxes. Any additional monies due to the Employee will be paid out up to the maximum annual IRS 415 limits each January until all monies have been paid.
 - c. A member who is a participant in the **403(b) Special Pay Plan** shall complete a sponsor enrollment package prior to retirement; and unless and until a member does so, no severance payment shall be made to the **403(b) Special Pay Plan** on behalf of the member.
 - d. The Plan year shall be the calendar year.
2. All contributions to the Plan, all deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding if required by law. Neither the Board nor the Vandalia Butler Education Association guarantees any tax results associated with the **403(b) Special Pay Plan**, deferrals to a TSA, or check payments made to a member.
 3. In the event a bargaining unit member dies from the time of applying for retirement and the severance payment being made, the Severance Pay shall be paid to the employee's estate.

ARTICLE XIX FRINGE BENEFITS

Section 19.01 Tax Shelter Annuities

- A. Embodying the benefits of Section 403(b) and 457 of the Internal Revenue Code of 1954 as amended, the Board may, upon written authorization of the employee, make salary reductions to be applied to the purchase of an annuity contract.
- B. All companies must be approved by the Superintendent of Insurance of the State of Ohio and must agree to comply with administrative rules and procedures for the issuance of tax-sheltered annuities as approved by the Board.

Section 19.02 Medical and Dental Benefits

- A. Upon request, single coverage will be provided for all employees or family coverage will be provided for employees who are married or unmarried with dependent children. All employees regularly employed on contract working more than four hours a day, and who wish to have coverage, are eligible. The employee's portion of the cost will be deducted from twenty-four pays (September 10 through August 25).

Unless otherwise selected by the employee, the Board shall pay eighty-five percent (85%) of the premium cost for full-time employees and forty-five percent (45%) of the cost for part-time employees working in positions designated as four-hour positions and the employee shall pay the balance of the premium cost by payroll deduction for medical

insurance. Any such coverage shall, at the election of the Board, include a standard coordination of benefits provision. It is understood the term “premium costs” means both insurance premiums and HSA deductible contributions.

Employees with more than one dependent will pay an additional \$15 per pay.

- B. Coverage is not automatic. Employees desiring the medical and/or dental coverage must complete an application at the time of employment or at any open enrollment period.
- C. Medical and dental coverage will begin the first day of employment with the District and shall continue until one of the following conditions occurs:
 - 1. If an employee leaves during the contract year, medical and dental insurance coverage will terminate at midnight on the last day of the month of the employee’s effective date of resignation or termination.
 - 2. If the employee works a full contract year and leaves, medical and dental coverage will terminate on August 31 at 12:00 midnight.
 - 3. If the employee works a full contract year and resigns for the purpose of retirement, medical and dental coverage will terminate at midnight on the last day of the month of the employee’s effective date of resignation.
- D. An employee must notify the Human Resources Director or their designee when any of these changes in status occur:
 - 1. Marriage
 - 2. Birth or adoption of child
 - 3. Divorce
 - 4. You or your spouse reach 65
 - 5. Death of your spouse or dependent child under the age of 26
 - 6. Marriage of your dependent over 26 years old
 - 7. A dependent reaches age 26
 - 8. If for any reason, you have double coverage by the same company to which the Board pays the hospitalization, surgical, and major medical insurance
 - 9. If you or a covered dependent become eligible and/or enroll in Medicare

Section 19.03 Funding of the Health Savings Accounts

- A. Unless otherwise selected by the employee, the Board will make contributions to fund the HSA accounts at their elected deduction levels semi-annually. The first semi-annual payment will be made no later than January 10 and the second installment will be made no later than July 10. Any employee newly hired will be pro-rated accordingly.
- B. At any time, an employee can request in writing to the Human Resources Director or their designee that the July installment shall be dispersed to the HSA account by the next available payroll date according to the payroll process.

- C. Employees who leave the insurance plan for any reason during the plan year will reimburse the Board at the rate of one-twelfth of the Board-paid contribution for each month that the employee is no longer in the plan. Reimbursement is not required for partial months.

Should the employee fail to make the reimbursement, the treasurer may on behalf of the Board deduct the appropriate reimbursement from any funds due the employee. Employees will be given the option of spreading the reimbursement over all of their remaining pays, applying as a lump sum, or otherwise repaying prior to the final payment from the district.

- D. No unit member who is subject to a reduction in force or who decides to drop the district's medical insurance during the duration of this contract will be required to reimburse the Board for the Board's current plan year HSA contribution unless that employee is resigning for the purpose of retirement or voluntarily resigning from the district. An employee may request a modified HSA contribution disbursement.

- E. For any employee who is or will become Medicare eligible (age 65) during the Plan Year:

1. An employee may receive monthly pro-rated Board contributions to his or her health savings account each month until the employee is covered by Medicare and may select one of the following options:
 - a. A stipend for the unpaid remainder of the annual Board contributions that will be paid the month following Medicare enrollment, or
 - b. A Board paid annuity (403(b)/457) for the unpaid remainder of the Board contribution to be paid the month following Medicare enrollment.
2. To be eligible for the foregoing benefit, each employee must elect NOT to participate in the Health Savings Account during the annual open enrollment process. After electing not to participate, the employee must then specifically request NOT to receive the front-loaded Board HSA contribution and instead to receive the monthly contribution because the employee will be enrolling in Medicare. Verification of Medicare enrollment MUST be provided once received by the employee.

Section 19.04 Health Insurance Open Enrollment and Payment in Lieu of Medical Insurance Coverage

Employees may elect not to participate in the health insurance program during the open enrollment process. If an employee elects not to participate, they may choose from the following options for a payment in lieu of medical insurance coverage. Employees may choose one of the following:

1. \$2,500 annual stipend. \$1,250 paid the 2nd pay of January and final \$1,250 paid the first pay of November, or
2. \$2,500 Board paid annuity (403(b)/457) to an approved provider as chosen by the employee, paid by January 31, or
3. \$1,250 Board paid annuity (403(b)/457) to an approved provider as chosen by the employee, paid by January 31, **AND** \$1,250 stipend paid the first pay of November, or
4. Two (2) vacation days, subject to black-out periods **AND** a \$1,500 stipend paid by January 31.

If the employee separates from the district during the enrollment period, the stipend will be prorated to reflect the actual days worked. All monetary stipends selections are exempt from STRS/SERS retirement contributions. Employees must provide the following;

- A. A completed waiver form with the employee's selection, and
- B. A "guarantee of insurance" (aka know as a HIPPA certificate and/or certificate of credible insurance coverage), to maintain insurance compliance.

Section 19.05 Term Life Insurance

The Board shall pay the cost of life insurance in the amount of \$30,000 for all employees regularly employed to work four (4) or more hours per day. The Board shall pay the cost of life insurance in the amount of \$15,000 for all other employees regularly employed by the District.

Coverage is not automatic. Employees desiring the life insurance must complete an application at the time of employment or at any open enrollment period.

Section 19.06 Section 125 Benefits Program

The Board will maintain its Section 125 "Cafeteria Plan" with no employer contribution.

Section 19.07 Insurance Committee

The Association and the Board will maintain an insurance committee. The goal of the committee is **to review plans and offerings, which may better serve the employees as well as save costs to the employees and the Board.** The committee shall be comprised of at least one (1) VBEA representative from each building and one (1) classified member not to exceed ten (10) members. Administrative representation shall not exceed four (4) members and one (1) secretary. When a vacancy occurs, the appointment of a new member by VBEA or the administration respectively will take place as soon as possible.

The insurance committee will continue to explore ways that would improve and maintain a sound affordable medical and dental benefits program. The committee is expected to submit a recommendation regarding benefits to the negotiations team.

The insurance committee will make plan changes as necessary to limit the increase of premiums to 3% for each year of the contract. Any further recommendation of a reduction in insurance benefits beyond the above changes by the insurance committee will be taken to the membership for a vote.

Section 19.08 Employee Hardship Assistance

At the time it comes to the attention of the VBEA President that an employee faces unusual financial hardship, an application and release form will be signed by the affected employee and submitted to the Superintendent. The VBEA President or designee and Superintendent or designee will review to decide whether or not the situation falls under the umbrella of this article and a joint communication will be issued to initiate the collection of funds. The decision will be by mutual agreement. Failure to reach agreement means funds will not be collected.

Funds collected from employees will be sent to the Treasurer. Funds may not be collected from students and contributions from outside individuals and organizations will not be collected by the school district or its employees.

Section 19.09 STRS/SERS Pick Up

The Board agrees with the Association to pick up (assume and pay) contributions to the State

Teachers Retirement System and the State Employees Retirement System upon behalf of the members in the bargaining unit on the following terms and conditions:

- A. An amount equal to 3% of the members total contribution will be picked up and paid on behalf of each bargaining unit member
- B. The board shall compute and remit 3% of all applicable contributions to STRS and SERS based upon annual salaries and any other earned compensation.
- C. The pick-up percentage shall apply uniformly to all members of the bargaining unit and no member covered by this provision shall have the option to elect a wage or benefit in lieu of the employer pick up.
- D. Said pick-up shall not result in any additional cost to the Board.
- E. The pick-up shall become effective upon the signing of this agreement.

ARTICLE XX MILEAGE

Section 20.01

Mileage will be paid for the use of private cars for school business, for which advance authorization and purchase order has been obtained, at the basic IRS mileage rate for both in-district and out-of-district travel. Mileage sheets should be turned in monthly and will be reimbursed in a timely manner, normally the second pay run of the month.

ARTICLE XXI PURCHASING PROCEDURES

Section 21.01

Employees shall secure proper authorization and a purchase order before making any purchases.

PART B – CERTIFICATED/LICENSED STAFF PROVISIONS

ARTICLE XXII CONTRACTS

Section 22.01

The Board shall, in accordance with state statutes, provide every certificated/licensed person in the district an individual contract. This contract shall contain at least the following information:

- A. Type of contract (limited or continuing)
- B. Length of contract (if limited)
- C. Duties
- D. Salary

Section 22.02 Contract Options

I. Continuing Contracts

This provision shall supersede ORC Sections: 3319.11 & 3319.111
Continuing Contracts – Teachers are eligible for continuing contract status when they:

- A. Have twenty-seven (27) months of successful teaching experience;

- B. Have a valid Ohio permanent certificate or professional 5-year license;
- C.
 1. For those teachers who did not hold a master's degree at the time of initially receiving a teaching certificate or license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
 2. For those teachers who held a master's degree at the time of initially receiving a teaching certificate or license, six semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.
- D. Have taught in the Vandalia-Butler Schools for three years, unless they taught in another school district under a continuing contract. If the teacher previously held a continuing contract, the Board may grant a continuing contract upon employment or after two years employment with the Board in Vandalia-Butler Schools.
- E. Notify principal of eligibility in writing by September 30.

Section 22.03 Supplemental Contracts

For all supplemental positions, employees performing such duties will be issued a written contract, no later than fifteen (15) work-days following their hire.

- A. Supplemental contract types are:
 1. Extra duty-athletics/co-curricular activities and paid as in 31.06
 2. Academic – extra class period etc.
 3. Flex – positions not currently listed in 31.03
- B. Supplemental contracts shall include:
 1. Title of the supplemental contract
 2. Job description of the supplemental position
 3. Amount of compensation
 4. Duration of supplemental contract
 5. Provision for employee's signature
- C. Filling Supplemental Positions – Posting and filling of positions shall be in accordance with Article XII of this Agreement and Section 3313.53 of the Ohio Revised Code.
- D. Compensation is set forth in Section 29.03 of the Agreement, Article XXIX

EA teacher holding a supplemental position during the school year will be notified by May 30 of that school year whether the District intends to terminate the supplemental contract for the next school year. It is the intent of the Board of Education to approve all supplemental contracts for the next school year by June 30.

Section 22.04 Supplemental Contract Options

A. Extra duty:

The administration may offer any athletics/co-curricular contracts as listed in Section 29.04 and 29.05

B. Academic:

The administration shall have the right to offer voluntary supplemental academic contracts. These contracts shall allow for a flexible and/or increased workday.

Preference may be given to staff members proposing supplemental academic contracts.

Unit members on a supplemental contract will be compensated at \$50.00 per instructional unit. Administration will determine the number of instructional units per contract.

C. Flex:

The administration may wish to award additional supplemental contracts for extracurricular work not listed in Section 29.04 and 29.05.

Elementary building principals may request up to four (4) supplemental contracts at 3% of the base salary per contract.

Middle School building principals may request up to seven (7) supplemental contracts at 3% of the base salary per contract.

High School building principal(s) may request up to four (4) supplemental contracts at 3% of the base salary per contract.

Each contract will be written for a one-year term with no direct or indirect expectation of continuing the contracted services into the next or a future contract year. The Superintendent or designee will develop guidelines for identification of the supplemental contracts

ARTICLE XXIII TERMINATION/NON-RENEWAL

Section 23.01

Termination of contracts by the Board shall be in accordance with Section 3319.16 of the Ohio Revised Code.

Section 23.02

Non-renewal of limited contracts shall be in accordance with Ohio Revised Code Section 3319.11. The term "evaluation procedures" shall mean the procedures required by the policy adopted by the Board of Education pursuant to R.C. 3319.111, which is incorporated by reference and is attached in the Appendix.

Section 23.03

Supplemental contracts shall be non-renewed in accordance with Section 3319.11 of the Ohio Revised Code.

**ARTICLE XXIV
HOURS OF WORK, PREPARATION AND PLANNING,
PUPIL-TEACHERS RATIO, USE OF SUBSTITUTE TEACHERS**

Section 24.01 Hours of Work

The normal length of the work-day for teachers shall be seven (7) hours exclusive of a duty-free lunch period of thirty (30) minutes. As salaried employees, teachers recognize they may need to work outside the student day. Work schedules including starting and quitting times, lunch periods and class schedules shall be determined by the Administration.

Section 24.02 Meetings Outside the Normal Work-day

The Administration shall have the right to schedule meetings outside the normal work-day during the school year for staff meetings, in-service, and staff development activities. Contractually required meetings shall be limited to one meeting not to exceed one hour per month or one meeting not to exceed two hours every other month at the Administration's option.

Section 24.03 Preparation, Planning, and Collaborative Time

A. Teachers shall make adequate preparation. If the principal notes a lack of adequate preparation and planning, the principal shall confer with the teacher to point out deficiencies, and work with the teacher on written plans to develop more satisfactory methods of preparation.

B. Regular full-time teachers will be scheduled the equivalent of one class period (defined as 200 minutes per week for elementary) per day for preparation and planning based on a normal work week of five days and a normal workday of seven hours and thirty minutes. Regular part-time classroom teachers will be scheduled preparation and planning time on a prorated basis. The number of staff and/or building committee meetings scheduled by the principal during planning time shall be held to a minimum. Such time may be used for team planning, evaluation, building meetings and conferences and other meetings conducted outside of the teacher's assigned building.

K-5 teachers having no planning/preparation period on a given student day or as otherwise determined appropriate by the administrator will be compensated pursuant to section 24.05. The provision does not apply if the monthly staff meeting is held during the contracted day and the member has no planning /preparation period, pursuant to section 24.02.

C. The Board and the Association agree that collaboration and planning time is a factor in the quality of educational planning and instruction. While the intention of this time is primarily teacher-driven to address classroom, building, and district needs, the Association recognizes that there may be times that the Administration may need to use this time for district needs.

1. The school calendar will establish seven (7) two-hour (2) early release days.

2. At the K-5 level the Association and the Administration will work to encourage collaborative time.

3. At the 6-12 level, schools will have collaborative release time one hour per week. The Administration will make reasonable efforts to minimize any interruption to this time.

Section 24.04 Pupil-Teacher Ratio

The Board and the Association agree that class size is a factor in the quality of educational

services. Therefore, the Board and Association agree that:

All buildings shall adhere to local fire, building, and safety codes with regard to classroom occupancy. Subject to space availability, installation of experimental or innovative programs, budgetary limitations and availability of teachers:

- A. For grades K-5, every reasonable effort shall be made to place no more than twenty-five (25) students in any individual elementary classroom, not including specials. At the grade levels where there is departmentalization, class size shall be based on the average number of students assigned to the teacher within their regular education setting. When the number exceeds twenty-five (25) students, the procedure outlined in Section D of this provision shall be initiated. When the number exceeds twenty-six (26) students, the Board will pay \$9 per student for each student that exceeds the established number of twenty-six (26) per student day (refer to Section E of this provision).
- B. For grades 6-8, the teaching load shall not exceed 170 students, and every reasonable effort shall be made to place no more than twenty-nine (29) students in any individual section, except for study hall and certain activity-type classes such as physical education and music. When the teaching load exceeds 170 students per grading term, the procedure outlined in Section D of this provision shall be initiated. When the teaching load exceeds 174, the Board will pay \$9 per student for each student that exceeds the established number of 174 per student day (refer to Section E of this provision).
- C. For grades 9-12, the teaching load shall not exceed 170 students, and every reasonable effort shall be made to place no more than thirty-two (32) students in any individual section, except in certain activity-type classes such as physical education and music. When the teaching load exceeds 170 students per grading term, the procedure outlined in Section D of this provision shall be initiated. When the teaching load exceeds 174, the Board will pay \$9 per student for each student that exceeds the established number of 174 per student day (refer to Section E of this provision).
- D. If a professional staff member or the Association believes that an imbalance or overload exists in an individual class, in the total teaching load of a professional staff member, or in any building as indicated in sections A-C above, the following procedure will be used:

Either the professional staff member or the Association shall refer the problem in writing to the building principal no sooner than the third week of the semester. The building principal will confer with the professional staff member, Association Representative(s), and the building leadership team utilizing the criteria outlined below as a guideline in an effort to resolve the problem. The conclusion from the building level meeting(s) will be presented at Partnership Council.

If the conference with the building principal fails to resolve the problem, the Association may refer the problem to the **Partnership Council** which will continue to explore options. These options are, but are not limited to:

- Adding aid support to the classroom,
- Offering a teacher, a supplemental contract option
- Offering a stipend
- Adding grade level/department aides

If the committee fails to come to a resolution acceptable to both parties, the Association may refer the problem in writing to the Superintendent. The Superintendent's decision is final.

- E. When the teaching load exceeds the established numbers outlined in Sections A-C and payment has been initiated, it is the responsibility of the teacher to track his/her teaching load and follow procedures outlined by the Treasurer's Office.
- F. Stipend payments will be made on the first pay of February for Semester 1 and for the last pay of June for Semester 2.

Section 24.05 Use of Substitute Teachers

- A. Every reasonable effort shall be made to obtain substitute teachers during the absence of regular teachers.
- B. Every reasonable effort shall be made by the Administration to avoid internal substitution. The Board and Administration recognize the importance of preparation time, etc., and will not ask a teacher to give up a period unless it is necessary and unless that teacher consents to the arrangement. When a teacher voluntarily serves as an internal substitute, at the request of an administrator, the affected teacher shall receive extra compensation of not less than thirty dollars (\$30.00) per hour or major fraction thereof; this applies if this results in the teacher having no planning/prep period on the given day or as otherwise determined appropriate by the administrator.
- C. Teachers shall be responsible for having lesson plans and materials available for use by substitute teachers.

Section 24.06 Traveling Teachers

The Administration shall schedule traveling teachers so that they will have adequate time to travel from building to building exclusive of a duty-free lunch and planning time. Such teachers shall report to the Administration any scheduling problems they encounter. If such problems are reported, the Administration and Association shall meet and review the matter and attempt to resolve the teacher's problem. If a resolution is not reached, a one-week time study will be performed.

Section 24.07 College Credit Plus

Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher. Similarly, a teacher may propose a CCP course option to administration for consideration.

Payment for initial course set-up if during non-contractual day/time will be paid out at the curriculum rate.

Payment for CCP duties initiated by the partnering institution outside the normal work-day/time shall be paid out at the curriculum rate. Items such as faculty meetings, creating courses, coursework, etc., shall be considered.

When applicable, professional leave shall be used for initial course set up within the contracted work-day.

The district will pay for cost incurred by teachers for completing the CCP partnering institution employment process, not to exceed \$75 upon submission of receipt(s). Attempts shall be made to adhere to the recommended class size of the partnering institution; however, should this be exceeded, reference shall be made to Article 24.04, Pupil-Teacher Ratio. It is not the intention of the Administration to eliminate or displace positions as a result of the district's participation in College Credit Plus.

**ARTICLE XXV
SCHOOL PROCEDURES**

Section 25.01 Building Absences

Teachers needing to leave the school building during their lunch periods shall first notify their principal or the principal's designee. Teachers leaving the building during their lunch periods are responsible for returning promptly at the end of their lunch periods. Failure to do so may result in discipline and/or the future denial of this privilege. Teachers shall not leave the school building at any other time during the normal school day without the permission of their principals.

Section 25.02 Annual Assignments/Schedules

Teachers will be notified of their tentative assignments and work schedules for the next school year prior to the end of the current school year. Newly employed teachers will be notified of their tentative assignment and work schedule within ten (10) work-days of their employment by action of the Board. If it becomes necessary to change a teacher's assignment/schedule during the summer, every reasonable effort will be made to promptly notify the affected teacher.

**ARTICLE XXVI
SCHOOL CALENDAR**

Section 26.01

A. The school calendar shall contain 185 days for teachers and shall be distributed as follows:

Effective for the 2022-2023 school year;

1. 173 to 178 days - with pupils in attendance (to meet the minimum hourly requirement as determined by ODE)
2. ½ day - for room preparation to open school
3. 1 ½ to 3 ½ days - scheduled professional development as provided on the yearly school calendar
4. 3 to 4 days - scheduled collaborative planning as provided on the yearly school calendar
5. 2 days - for parent-teacher conferences
6. 1 report day - at the end of the first semester for recordkeeping
7. 1 report day - at close of school year for recordkeeping
8. ½ report day - at close of first nine (9) weeks
9. ½ report day - at close of third nine (9) week

Effective for the 2023-2024 school year;

1. 175 to 178 days - with pupils in attendance (to meet the minimum hourly requirement as determined by ODE)
2. ½ day - for room preparation to open school
3. 1 ½ to 3 ½ days - scheduled professional development as provided on the yearly school calendar
4. 2 days - for parent-teacher conferences
5. 1 report day - at the end of the first semester for recordkeeping
6. 1 report day - at close of school year for recordkeeping
7. ½ report day - at close of first nine (9) weeks
8. ½ report day - at close of third nine (9) week
9. 7 two-hour early release days - planning as provided on the yearly school calendar

Pupil attendance will meet the minimum number of attendance hours as required by the Ohio Department of Education. The adopted school calendar will include scheduled professional development time.

Adjustments to the scheduled professional development time will be made when calamity time causes a school to fall below the minimum number of student hours.

- B. Thanksgiving and the following Friday are school holidays.
- C. Sufficient time will be provided for Association members to provide input on the school calendar for discussion at Partnership Council prior to Board approval. The other vacation periods and the opening and closing of school will be developed with the Association through Partnership Council and shared with staff prior to submitting the calendar to the Board for adoption. There will be no changes in the adopted calendar without prior notification to the Association.

ARTICLE XXVII PARENT-TEACHER CONFERENCES/IEP MEETINGS

Section 27.01

- A. Teachers shall hold parent-teacher conferences during school hours whenever possible. The school secretary may help contact parents at the direction of the teacher and establish a schedule of conferences in accordance with the following guidelines:
 - 1. Recognizing that parent-teacher conferences are an excellent means of communication, teachers shall initiate conferences with parents when it is felt that the student's educational progress can be helped by such conferences.
 - 2. Teachers shall attempt to hold conferences with parents of students who are unsatisfactorily.
- B. Each building/grade level shall observe two parent-teacher conference days per year. The given building shall have the discretion to determine when and how these parent-teacher conference days will be carried out. If the building level staff does not agree on this, the Superintendent or designee shall make the necessary decisions. All of the above is subject to final approval of the Superintendent or designee. For calendar purposes, the conference days will be reflected as non-student work-days, which may or may not be the actual days worked.
- C. In the event a teacher has scheduled an alternative conference time that is agreeable to the parents involved and is approved by the building principal/superintendent, the teacher may not need to report to work on the scheduled conference day, or if a teacher does report for alternatively scheduled conferences, the teacher will be free to leave work once the conferences are ended.
- D. Unit members required to participate in IEP meetings shall be subject to the following conditions:
 - 1. When IEP meetings extend or begin at least one-half hour beyond the work-day, teachers shall be paid for all time beyond the work-day. Such pay will be for a minimum of one-half hour. Thereafter, pay will be based on quarter hour

increments. The hourly rate of pay will be equal to .00083 of the amount indicated at the zero experience step of the appropriate degree category.

2. IEP meetings will be subject to call and adjournment by the Superintendent or designee.

Section 27.02

Kindergarten teachers will be permitted to use an additional one-half (1/2) day in the first and third quarter to conduct parent-teacher conferences upon arrangement with the Superintendent or designee.

ARTICLE XXVIII CURRICULUM AND TEXTBOOK/MATERIALS STUDY

Section 28.01

- A. The teachers will be paid for authorized curriculum or textbook/materials selection committee work for such work performed on Saturdays, during vacation periods, or on weekdays after their contractual work-day ends. Authorization will be in writing from the Director of Curriculum.

The hourly rate of pay will be equal to .00083 of the amount indicated at the zero experience step of the appropriate degree category.

1. Payment shall be made as follows: teachers performing duties as outlined above shall submit their hours to the Treasurer's office within the appropriate pay period.
 2. Payment for said work shall be within thirty (30) days of receipt of the hours by the Treasurer.
- B. Staff volunteers will be used to provide extra work related to curriculum development, planning, grade level meetings, department meetings, textbook/materials recommendations, as requested and authorized by the Superintendent or designee.
 - C. Staff volunteers designated to provide such extra work shall receive release time, and/or compensation as determined and set by the Superintendent or designee in advance of participation.

ARTICLE XXIX SALARY AND FRINGE BENEFITS

Section 29.01 Advancement on the Salary Schedule

- A. Teachers may advance an experience step on the schedule only at the beginning of the school year. In order to advance, a teacher must have been employed in the Vandalia-Butler City Schools at the preceding step on the schedule for at least ninety (90) consecutive school days.
- B. Salary adjustments to reflect additional training will be made for the full school year when verification is submitted by August 30. Salary adjustment to reflect additional training will be made for the second semester when verification is submitted by February 15.

Section 29.02 Summer School, Home Instruction, Study Table, Friday/Saturday School, Adult Education, and IEP Meetings

- A. The hourly rate for summer school, home instruction, study table, Friday/Saturday School, Adult Education and IEP meetings shall be .00083 of the amount indicated at the zero experience step of the appropriate degree category.
- B. In case of illness of summer school teachers, one (1) day may be made up without loss of pay provided the make-up instruction is completed within one (1) day of the end of the normal term of summer school. The schedule for make-up instruction shall be determined by a mutual agreement between the instructor and the students and subject to the approval of the Director of Summer School.

Section 29.03 Experience Increase for Supplemental Contracts/Compensation for Extra Duty Assignment

- A. All supplemental contract positions shall be paid on a three-tier schedule based upon consecutive years of service. Advancement to Tier Two (2) will begin in the third year and advancement to Tier Three (3) will begin in year six. The employee shall be paid according to the Compensation for Extra Duty Assignment set forth in section 29.04 and 29.05 in the Master Agreement.

The administration is not required to but may recognize experience specific to the given sport or activity, when the employee has experience pursuant to one or more contracts with other school districts, public or private.

- B. In addition to the listed supplemental contract positions the administration may wish to award additional supplemental contracts (flex) for extracurricular work.

Elementary building principals may request up to four (4) supplemental contracts at 3% of the base salary per contract.

Middle School building principals may request up to seven (7) supplemental contracts at 3% of the base salary per contract.

High School building principal(s) may request up to four (4) supplemental contracts at 3% of the base salary per contract.

Flex positions that are offered for more than three (3) consecutive years will be brought to Partnership Council for consideration to be included in the Compensation for Extra Duty Assignment schedule outlined in the Master Agreement. If it is decided that the Flex position will be included in the Compensation for Extra Duty Assignment schedule, placement will be based upon the language set forth above in section A.

- C. Upon Board approval the supplemental contracts will be identified and listed for partnership council. Each contract will be written for a one-year term with no direct or indirect expectation of continuing the contracted services into the next or a future contract year. The Superintendent or designee will develop guidelines for identification of the supplemental contracts.

**Section 29.04 Compensation for Extra Duty Assignment
2022-2023 Base Salary \$42,100**

ATHLETICS						
Position	First Tier Index	First Tier Stipend	Second Tier Index	Second Tier	Third Tier	Third Tier Stipend
Baseball Head Coach	0.13	\$5,473	0.14	\$5,894	0.15	\$6,315
Baseball Assistant Coach	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Basketball Head Coach	0.19	\$7,999	0.2	\$8,420	0.21	\$8,841
Basketball Assistant Coach	0.13	\$5,473	0.14	\$5,894	0.15	\$6,315
Basketball M.S. Head Coach	0.07	\$2,947	0.08	\$3,368	0.09	\$3,789
Bowling Head Coach	0.08	\$3,368	0.09	\$3,789	0.1	\$4,210
Cheerleading Head Coach (Seasonal)	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Cheerleading Assistant Coach (Seasonal)	0.02	\$842	0.03	\$1,263	0.04	\$1,684
Cheerleading M.S. Head Coach (Seasonal)	0.02	\$842	0.03	\$1,263	0.04	\$1,684
Cross Country Head Coach	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Cross Country Assistant Coach	0.06	\$2,526	0.07	\$2,947	0.08	\$3,368
Cross Country M.S. Head Coach	0.04	\$1,684	0.05	\$2,105	0.06	\$2,526
Facility Manager (Seasonal)	0.06	\$2,526	0.07	\$2,947	0.08	\$3,368
Football Head Coach	0.19	\$7,999	0.2	\$8,420	0.21	\$8,841
Football Assistant Coach	0.13	\$5,473	0.14	\$5,894	0.15	\$6,315
Football M.S. Head Coach	0.07	\$2,947	0.08	\$3,368	0.09	\$3,789
Football M.S. Assistant	0.06	\$2,526	0.07	\$2,947	0.08	\$3,368
Golf Head Coach	0.08	\$3,368	0.09	\$3,789	0.1	\$4,210
Golf Assistant Coach	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Soccer Head Coach	0.13	\$5,473	0.14	\$5,894	0.15	\$6,315
Soccer Assistant Coach	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Softball Head Coach	0.13	\$5,473	0.14	\$5,894	0.15	\$6,315
Softball Assistant Coach	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Softball M.S. Head Coach	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Swimming Head Coach	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Swimming Assistant Coach	0.06	\$2,526	0.07	\$2,947	0.08	\$3,368
Tennis Head Coach	0.08	\$3,368	0.09	\$3,789	0.1	\$4,210
Tennis Assistant Coach	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Track & Field Head Coach	0.13	\$5,473	0.14	\$5,894	0.15	\$6,315
Track & Field Assistant Coach	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Track & Field M.S. Head Coach	0.06	\$2,526	0.07	\$2,947	0.08	\$3,368
Track & Field M.S. Assistant Coach	0.04	\$1,684	0.05	\$2,105	0.06	\$2,526
Trainer/Conditioner (Seasonal)	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Volleyball Head Coach	0.13	\$5,473	0.14	\$5,894	0.15	\$6,315
Volleyball Assistant Coach	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Volleyball M.S. Head Coach	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Wrestling Head Coach	0.19	\$7,999	0.2	\$8,420	0.21	\$8,841
Wrestling Assistant Coach	0.13	\$5,473	0.14	\$5,894	0.15	\$6,315
Wrestling M.S. Head Coach	0.07	\$2,947	0.08	\$3,368	0.09	\$3,789
Wrestling M.S. Assistant Coach	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947

**Section 29.04 Compensation for Extra Duty Assignment
2022-2023 Base Salary \$42,100**

CO-CURRICULA						
Position	First Tier Index	First Tier Stipend	Second Tier Index	Second Tier	Third Tier	Third Tier Stipend
Academic Challenge	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Astronomy Club	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Awards	0.01	\$421	0.02	\$842	0.03	\$1,263
Band Director	0.19	\$7,999	0.2	\$8,420	0.21	\$8,841
Band Assistant Director	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Band Supplemental	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
BSEP Coordinator	0.01	\$421	0.02	\$842	0.03	\$1,263
Chess Club	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Choral Director	0.1	\$4,210	0.11	\$4,631	0.12	\$5,052
Creative Arts Club	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Debate	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Dramatics High School	0.08	\$3,368	0.09	\$3,789	0.1	\$4,210
Dramatics Middle School	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Future Educators of America	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Handbells: Middle School Director	0.08	\$3,368	0.09	\$3,789	0.1	\$4,210
History Club	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Homecoming Parade	0.01	\$421	0.015	\$632	0.02	\$842
Homecoming Powder Puff	0.005	\$211	0.01	\$421	0.015	\$632
JCOWA	0.04	\$1,684	0.05	\$2,105	0.06	\$2,526
Kickline Director	0.1	\$4,210	0.11	\$4,631	0.12	\$5,052
Kickline Assistant Director	0.09	\$3,789	0.1	\$4,210	0.11	\$4,631
Latin Club	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Muse Machine	0.005	\$211	0.01	\$421	0.015	\$632
Musicals High School	0.04	\$1,684	0.05	\$2,105	0.06	\$2,526
National Honor Society	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
National Junior Honor Society	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Planetarium	0.1	\$4,210	0.11	\$4,631	0.12	\$5,052
Peer Tutoring Club	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Planeteers	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Prom	0.025	\$1,053	0.03	\$1,263	0.035	\$1,474
Publications: Airlog	0.08	\$3,368	0.09	\$3,789	0.1	\$4,210
Publications: Middle School Yearbook	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Safety Patrol-Elementary	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Spanish Club	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Student Council Middle School	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Student Council Elementary School	0.03	\$1,263	0.04	\$1,684	0.05	\$2,105
Student Congress Advisor	0.05	\$2,105	0.06	\$2,526	0.07	\$2,947
Student Congress Assistant Advisor	0.04	\$1,684	0.05	\$2,105	0.06	\$2,526

**Section 29.05 Compensation for Extra Duty Assignment
2023-2024 Base Salary \$43,153**

ATHLETICS						
Position	First Tier Index	First Tier Stipend	Second Tier Index	Second Tier	Third Tier	Third Tier Stipend
Baseball Head Coach	0.13	\$5,610	0.14	\$6,041	0.15	\$6,473
Baseball Assistant Coach	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Basketball Head Coach	0.19	\$8,199	0.2	\$8,631	0.21	\$9,062
Basketball Assistant Coach	0.13	\$5,610	0.14	\$6,041	0.15	\$6,473
Basketball M.S. Head Coach	0.07	\$3,021	0.08	\$3,452	0.09	\$3,884
Bowling Head Coach	0.08	\$3,452	0.09	\$3,884	0.1	\$4,315
Cheerleading Head Coach (Seasonal)	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Cheerleading Assistant Coach (Seasonal)	0.02	\$863	0.03	\$1,295	0.04	\$1,726
Cheerleading M.S. Head Coach (Seasonal)	0.02	\$863	0.03	\$1,295	0.04	\$1,726
Cross Country Head Coach	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Cross Country Assistant Coach	0.06	\$2,589	0.07	\$3,021	0.08	\$3,452
Cross Country M.S. Head Coach	0.04	\$1,726	0.05	\$2,158	0.06	\$2,589
Facility Manager (Seasonal)	0.06	\$2,589	0.07	\$3,021	0.08	\$3,452
Football Head Coach	0.19	\$8,199	0.2	\$8,631	0.21	\$9,062
Football Assistant Coach	0.13	\$5,610	0.14	\$6,041	0.15	\$6,473
Football M.S. Head Coach	0.07	\$3,021	0.08	\$3,452	0.09	\$3,884
Football M.S. Assistant	0.06	\$2,589	0.07	\$3,021	0.08	\$3,452
Golf Head Coach	0.08	\$3,452	0.09	\$3,884	0.1	\$4,315
Golf Assistant Coach	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Soccer Head Coach	0.13	\$5,610	0.14	\$6,041	0.15	\$6,473
Soccer Assistant Coach	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Softball Head Coach	0.13	\$5,610	0.14	\$6,041	0.15	\$6,473
Softball Assistant Coach	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Softball M.S. Head Coach	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Swimming Head Coach	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Swimming Assistant Coach	0.06	\$2,589	0.07	\$3,021	0.08	\$3,452
Tennis Head Coach	0.08	\$3,452	0.09	\$3,884	0.1	\$4,315
Tennis Assistant Coach	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Track & Field Head Coach	0.13	\$5,610	0.14	\$6,041	0.15	\$6,473
Track & Field Assistant Coach	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Track & Field M.S. Head Coach	0.06	\$2,589	0.07	\$3,021	0.08	\$3,452
Track & Field M.S. Assistant Coach	0.04	\$1,726	0.05	\$2,158	0.06	\$2,589
Trainer/Conditioner (Seasonal)	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Volleyball Head Coach	0.13	\$5,610	0.14	\$6,041	0.15	\$6,473
Volleyball Assistant Coach	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Volleyball M.S. Head Coach	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Wrestling Head Coach	0.19	\$8,199	0.2	\$8,631	0.21	\$9,062
Wrestling Assistant Coach	0.13	\$5,610	0.14	\$6,041	0.15	\$6,473
Wrestling M.S. Head Coach	0.07	\$3,021	0.08	\$3,452	0.09	\$3,884
Wrestling M.S. Assistant Coach	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021

Section 29.05 Compensation for Extra Duty Assignment
2023-2024 Base Salary \$43,153

CO-CURRICULA						
Position	First Tier Index	First Tier Stipend	Second Tier Index	Second Tier	Third Tier	Third Tier Stipend
Academic Challenge	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Astronomy Club	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Awards	0.01	\$432	0.02	\$863	0.03	\$1,295
Band Director	0.19	\$8,199	0.2	\$8,631	0.21	\$9,062
Band Assistant Director	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Band Supplemental	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
BSEP Coordinator	0.01	\$432	0.02	\$863	0.03	\$1,295
Chess Club	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Choral Director	0.1	\$4,315	0.11	\$4,747	0.12	\$5,178
Creative Arts Club	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Debate	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Dramatics High School	0.08	\$3,452	0.09	\$3,884	0.1	\$4,315
Dramatics Middle School	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Future Educators of America	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Handbells: Middle School Director	0.08	\$3,452	0.09	\$3,884	0.1	\$4,315
History Club	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Homecoming Parade	0.01	\$432	0.015	\$647	0.02	\$863
Homecoming Powder Puff	0.005	\$216	0.01	\$432	0.015	\$647
JCOWA	0.04	\$1,726	0.05	\$2,158	0.06	\$2,589
Kickline Director	0.1	\$4,315	0.11	\$4,747	0.12	\$5,178
Kickline Assistant Director	0.09	\$3,884	0.1	\$4,315	0.11	\$4,747
Latin Club	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Muse Machine	0.005	\$216	0.01	\$432	0.015	\$647
Musicals High School	0.04	\$1,726	0.05	\$2,158	0.06	\$2,589
National Honor Society	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
National Junior Honor Society	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Planetarium	0.1	\$4,315	0.11	\$4,747	0.12	\$5,178
Peer Tutoring Club	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Planeteers	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Prom	0.025	\$1,079	0.03	\$1,295	0.035	\$1,510
Publications: Airlog	0.08	\$3,452	0.09	\$3,884	0.1	\$4,315
Publications: Middle School Yearbook	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Safety Patrol-Elementary	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Spanish Club	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Student Council Middle School	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Student Council Elementary School	0.03	\$1,295	0.04	\$1,726	0.05	\$2,158
Student Congress Advisor	0.05	\$2,158	0.06	\$2,589	0.07	\$3,021
Student Congress Assistant Advisor	0.04	\$1,726	0.05	\$2,158	0.06	\$2,589

SECTION 29.06 2022-2023 Salary Schedule with Indicies, effective August 1, 2022

Base Salary \$42,100
(Includes 2.25% Base Increase)

Step	Less than Degree		Bachelors		Bachelors +150		Masters		Masters +15		Masters +30		Masters +45	
0	0.855	\$ 35,996	1.000	\$42,100	1.020	\$42,942	1.086	\$45,721	1.111	\$46,773	1.143	\$48,120	1.184	\$49,846
1	0.855	\$ 35,996	1.015	\$42,732	1.063	\$44,752	1.134	\$47,741	1.160	\$48,836	1.193	\$50,225	1.237	\$52,078
2	0.855	\$ 35,996	1.031	\$43,405	1.107	\$46,605	1.183	\$49,804	1.208	\$50,857	1.244	\$52,372	1.290	\$54,309
3	0.855	\$ 35,996	1.070	\$45,047	1.152	\$48,499	1.233	\$51,909	1.259	\$53,004	1.295	\$54,520	1.343	\$56,540
4	0.855	\$ 35,996	1.112	\$46,815	1.197	\$50,394	1.283	\$54,014	1.309	\$55,109	1.346	\$56,667	1.396	\$58,772
5			1.15844	\$48,770	1.24643	\$52,475	1.33807	\$56,333	1.36407	\$57,427	1.40335	\$59,081	1.45434	\$61,228
6			1.20143	\$50,580	1.29244	\$54,412	1.38908	\$58,480	1.41607	\$59,617	1.45434	\$61,228	1.50733	\$63,459
7			1.24444	\$52,391	1.33944	\$56,390	1.44108	\$60,669	1.46808	\$61,806	1.50733	\$63,459	1.56233	\$65,774
8			1.28744	\$54,201	1.38644	\$58,369	1.49306	\$62,858	1.52008	\$63,995	1.55934	\$65,648	1.61634	\$68,048
9			1.33243	\$56,095	1.43443	\$60,390	1.54408	\$65,006	1.57208	\$66,185	1.61233	\$67,879	1.67134	\$70,363
10			1.37644	\$57,948	1.48245	\$62,411	1.59608	\$67,195	1.62406	\$68,373	1.66634	\$70,153	1.72733	\$72,721
11			1.40645	\$59,212	1.51444	\$63,758	1.64808	\$69,384	1.67607	\$70,563	1.72035	\$72,427	1.78335	\$75,079
12			1.43644	\$60,474	1.54545	\$65,063	1.68208	\$70,816	1.71108	\$72,036	1.75735	\$73,984	1.82235	\$76,721
13			1.46744	\$61,779	1.57645	\$66,369	1.71707	\$72,289	1.74607	\$73,510	1.79434	\$75,542	1.86034	\$78,320
14			1.51444	\$63,758	1.62444	\$68,389	1.76806	\$74,435	1.79808	\$75,699	1.84934	\$77,857	1.91635	\$80,678
15			1.52643	\$64,263	1.63744	\$68,936	1.78507	\$75,151	1.81407	\$76,372	1.86636	\$78,574	1.93433	\$81,435
16			1.674	\$70,475	1.745	\$73,465	1.826	\$76,875	1.867	\$78,601	1.927	\$81,127	1.988	\$83,695
17			1.674	\$70,475	1.745	\$73,465	1.826	\$76,875	1.867	\$78,601	1.927	\$81,127	1.988	\$83,695
18			1.674	\$70,475	1.745	\$73,465	1.826	\$76,875	1.867	\$78,601	1.927	\$81,127	1.988	\$83,695
19			1.674	\$70,475	1.745	\$73,465	1.826	\$76,875	1.867	\$78,601	1.927	\$81,127	1.988	\$83,695
20			1.715	\$72,202	1.786	\$75,191	1.867	\$78,601	1.907	\$80,285	1.968	\$82,853	2.029	\$85,421
21			1.715	\$72,202	1.786	\$75,191	1.867	\$78,601	1.907	\$80,285	1.968	\$82,853	2.029	\$85,421
22			1.715	\$72,202	1.786	\$75,191	1.867	\$78,601	1.907	\$80,285	1.968	\$82,853	2.029	\$85,421
23			1.715	\$72,202	1.786	\$75,191	1.867	\$78,601	1.907	\$80,285	1.968	\$82,853	2.029	\$85,421
24			1.715	\$72,202	1.816	\$76,454	1.897	\$79,864	1.938	\$81,590	1.998	\$84,116	2.059	\$86,684
25			1.715	\$72,202	1.816	\$76,454	1.897	\$79,864	1.938	\$81,590	1.998	\$84,116	2.059	\$86,684
26			1.715	\$72,202	1.816	\$76,454	1.897	\$79,864	1.938	\$81,590	1.998	\$84,116	2.059	\$86,684
27			1.715	\$72,202	1.816	\$76,454	1.897	\$79,864	1.938	\$81,590	1.998	\$84,116	2.059	\$86,684
28			1.715	\$72,202	1.887	\$79,443	1.968	\$82,853	2.008	\$84,537	2.069	\$87,105	2.130	\$89,673
29			1.715	\$72,202	1.887	\$79,443	1.968	\$82,853	2.008	\$84,537	2.069	\$87,105	2.130	\$89,673
30			1.715	\$72,202	1.887	\$79,443	1.968	\$82,853	2.008	\$84,537	2.069	\$87,105	2.130	\$89,673
31			1.715	\$72,202	1.958	\$82,432	2.039	\$85,842	2.079	\$87,526	2.140	\$90,094	2.201	\$92,662
32			1.715	\$72,202	1.958	\$82,432	2.039	\$85,842	2.079	\$87,526	2.140	\$90,094	2.201	\$92,662
33			1.715	\$72,202	1.958	\$82,432	2.039	\$85,842	2.079	\$87,526	2.140	\$90,094	2.201	\$92,662
34			1.715	\$72,202	1.958	\$82,432	2.039	\$85,842	2.079	\$87,526	2.140	\$90,094	2.201	\$92,662
35			1.715	\$72,202	1.958	\$82,432	2.039	\$85,842	2.079	\$87,526	2.140	\$90,094	2.201	\$92,662

SECTION 29.07 2023-2024 Salary Schedule with Indicies, effective August 1, 2023

Base Salary \$43,153
(Includes 2.50% Base Increase)

Step	Less than Degree		Bachelors		Bachelors +150		Masters		Masters +15		Masters +30		Masters +45	
0	0.855	\$ 36,896	1.000	\$43,153	1.020	\$44,016	1.086	\$46,864	1.111	\$47,943	1.143	\$49,324	1.184	\$51,093
1	0.855	\$ 36,896	1.015	\$43,800	1.063	\$45,872	1.134	\$48,936	1.160	\$50,057	1.193	\$51,482	1.237	\$53,380
2	0.855	\$ 36,896	1.031	\$44,491	1.107	\$47,770	1.183	\$51,050	1.208	\$52,129	1.244	\$53,682	1.290	\$55,667
3	0.855	\$ 36,896	1.070	\$46,174	1.152	\$49,712	1.233	\$53,208	1.259	\$54,330	1.295	\$55,883	1.343	\$57,954
4	0.855	\$ 36,896	1.112	\$47,986	1.197	\$51,654	1.283	\$55,365	1.309	\$56,487	1.346	\$58,084	1.396	\$60,242
5			1.15844	\$49,990	1.24643	\$53,787	1.33807	\$57,742	1.36407	\$58,864	1.40335	\$60,559	1.45434	\$62,759
6			1.20143	\$51,845	1.29244	\$55,773	1.38908	\$59,943	1.41607	\$61,108	1.45434	\$62,759	1.50733	\$65,046
7			1.24444	\$53,701	1.33944	\$57,801	1.44108	\$62,187	1.46808	\$63,352	1.50733	\$65,046	1.56233	\$67,419
8			1.28744	\$55,557	1.38644	\$59,829	1.49306	\$64,430	1.52008	\$65,596	1.55934	\$67,290	1.61634	\$69,750
9			1.33243	\$57,498	1.43443	\$61,900	1.54408	\$66,632	1.57208	\$67,840	1.61233	\$69,577	1.67134	\$72,123
10			1.37644	\$59,398	1.48245	\$63,972	1.59608	\$68,876	1.62406	\$70,083	1.66634	\$71,908	1.72733	\$74,539
11			1.40645	\$60,693	1.51444	\$65,353	1.64808	\$71,120	1.67607	\$72,327	1.72035	\$74,238	1.78335	\$76,957
12			1.43644	\$61,987	1.54545	\$66,691	1.68208	\$72,587	1.71108	\$73,838	1.75735	\$75,835	1.82235	\$78,640
13			1.46744	\$63,324	1.57645	\$68,029	1.71707	\$74,097	1.74607	\$75,348	1.79434	\$77,431	1.86034	\$80,279
14			1.51444	\$65,353	1.62444	\$70,099	1.76806	\$76,297	1.79808	\$77,593	1.84934	\$79,805	1.91635	\$82,696
15			1.52643	\$65,870	1.63744	\$70,660	1.78507	\$77,031	1.81407	\$78,283	1.86636	\$80,539	1.93433	\$83,472
16			1.674	\$72,238	1.745	\$75,302	1.826	\$78,797	1.867	\$80,567	1.927	\$83,156	1.988	\$85,788
17			1.674	\$72,238	1.745	\$75,302	1.826	\$78,797	1.867	\$80,567	1.927	\$83,156	1.988	\$85,788
18			1.674	\$72,238	1.745	\$75,302	1.826	\$78,797	1.867	\$80,567	1.927	\$83,156	1.988	\$85,788
19			1.674	\$72,238	1.745	\$75,302	1.826	\$78,797	1.867	\$80,567	1.927	\$83,156	1.988	\$85,788
20			1.715	\$74,007	1.786	\$77,071	1.867	\$80,567	1.907	\$82,293	1.968	\$84,925	2.029	\$87,557
21			1.715	\$74,007	1.786	\$77,071	1.867	\$80,567	1.907	\$82,293	1.968	\$84,925	2.029	\$87,557
22			1.715	\$74,007	1.786	\$77,071	1.867	\$80,567	1.907	\$82,293	1.968	\$84,925	2.029	\$87,557
23			1.715	\$74,007	1.786	\$77,071	1.867	\$80,567	1.907	\$82,293	1.968	\$84,925	2.029	\$87,557
24			1.715	\$74,007	1.816	\$78,366	1.897	\$81,861	1.938	\$83,631	1.998	\$86,220	2.059	\$88,852
25			1.715	\$74,007	1.816	\$78,366	1.897	\$81,861	1.938	\$83,631	1.998	\$86,220	2.059	\$88,852
26			1.715	\$74,007	1.816	\$78,366	1.897	\$81,861	1.938	\$83,631	1.998	\$86,220	2.059	\$88,852
27			1.715	\$74,007	1.816	\$78,366	1.897	\$81,861	1.938	\$83,631	1.998	\$86,220	2.059	\$88,852
28			1.715	\$74,007	1.887	\$81,430	1.968	\$84,925	2.008	\$86,651	2.069	\$89,284	2.130	\$91,916
29			1.715	\$74,007	1.887	\$81,430	1.968	\$84,925	2.008	\$86,651	2.069	\$89,284	2.130	\$91,916
30			1.715	\$74,007	1.887	\$81,430	1.968	\$84,925	2.008	\$86,651	2.069	\$89,284	2.130	\$91,916
31			1.715	\$74,007	1.958	\$84,494	2.039	\$87,989	2.079	\$89,715	2.140	\$92,347	2.201	\$94,980
32			1.715	\$74,007	1.958	\$84,494	2.039	\$87,989	2.079	\$89,715	2.140	\$92,347	2.201	\$94,980
33			1.715	\$74,007	1.958	\$84,494	2.039	\$87,989	2.079	\$89,715	2.140	\$92,347	2.201	\$94,980
34			1.715	\$74,007	1.958	\$84,494	2.039	\$87,989	2.079	\$89,715	2.140	\$92,347	2.201	\$94,980
35			1.715	\$74,007	1.958	\$84,494	2.039	\$87,989	2.079	\$89,715	2.140	\$92,347	2.201	\$94,980

PART C - CLASSIFIED STAFF PROVISIONS

ARTICLE XXX OVERTIME

Section 30.01

The administration has the right to fill temporary absences of regularly scheduled positions with substitutes before offering it as an overtime opportunity.

In the event that the administration deems it necessary to cover a shift on a temporary basis due to an employee's absence, the administrator/supervisor shall offer a temporary reassignment to a current employee to fill the position for the time of the absence or hire a substitute. If the position remains unfilled, it shall be offered to current employees as an overtime opportunity.

- A. Custodial overtime, when deemed necessary by the Administration, shall be offered first to custodial employees who work in that building. On the refusal of overtime by custodial employees assigned to that building, the Administration shall assign the overtime from a system-wide list. A list of custodial employees interested in working overtime will be generated at the beginning of the school year. This list will be arranged by job classification seniority, district-wide, and overtime assignments will be offered on a rotational basis.
- B. Maintenance overtime, when deemed necessary by the Administration, shall be offered to maintenance employees. A list of maintenance employees interested in working overtime will be generated at the beginning of the school year. This list will be arranged by job classification seniority and overtime will be offered on a rotational basis.
- C. A list of food service employees interested in working overtime will be generated at the beginning of the school year. The list will be arranged by job classification seniority and overtime will be offered on a rotational basis.
- D. All overtime work must be approved and scheduled by the supervisor or designee. All hours worked in excess of forty (40) hours during the work week shall be compensated at the rate of time and one half (1½). Paid holidays, jury days, professional days, and vacation days shall be counted as days worked.

ARTICLE XXXI SECRETARIAL MEETINGS

In the event that secretarial meetings are held outside normal work hours, secretaries will be paid one and one-half (1 1/2) times their regular rate of pay if they actually work in excess of 40 hours during the work week. Otherwise, such time will be compensated at the secretaries' regular rate of pay.

**ARTICLE XXXII
JOB CLASSIFICATION LADDERS
AND TERMS OF CONTRACTS**

Section 32.01

The term of employment for each classification of employees will be as follows:

Classifications/Ladders	Months Employed	Work-Days and Paid Vacation	Paid Holidays	Total Contract Days	Hours per Day
<u>Maintenance/Warehouse/Custodian</u>					
Maintenance	12	249*	11	260	8.0
Warehouse	12	249*	11	260	8.0
Head Custodian	12	249*	11	260	8.0
Custodian	12	249*	11	260	8.0
4-Hour Custodian	12	249*	11	260	4.0
<u>Secretaries</u>					
12-month School Secretary	12	239*	11	250	8.0
11-month School Secretary	11	228**	10	238**	7.5
9-month School Secretary	9	183**	8-9	191-192*	7.5
<u>Assistants</u>					
Special Education	9	183**	8-9	191-192*	7.0
<u>Aides</u>					
Media/Study Hall	9	183**	8-9	191-192*	7.0
Educational	9	183**	8-9	191-192*	7.0
Office Aide	9	183**	8-9	191-192*	7.0
<u>Food Service</u>					
Manager	9	180***	8-9	188-189*	6.5-8.0
Assistant Manager	9	180***	8-9	188-189*	6.0-8.0
Kitchen Leader	9	179***	8-9	187-188*	6.0-7.0
4-6 Hour Cook	9	178***	8-9	186-187*	4.0-6.0
2-3.75 Hour Cook	9	178***	8-9	186-187*	2.0-3.75

* May vary by one (1) day when applicable – remains for leap year

** Reflects maximum number of days. See Section 32.02

*** Reflects maximum number of days. Food Service Supervisor may identify workdays in which an employee may opt to not work. Employees opting not to work will not be compensated

Section 32.02 Parent-Teacher Conferences

School secretaries, aides, and assistants (excluding 12-month school secretaries) may opt to not work on scheduled parent-teacher conference times by selecting the appropriate option on their annual hourly rate notice. Employees may be required to work as identified by their building principal.

**ARTICLE XXXIII
PAID HOLIDAY SCHEDULE**

Section 33.01

- A. All employees who have completed their probationary period shall receive the following paid holidays if they fall within the term of their employment:
1. Labor Day
 2. Thanksgiving Day
 3. Friday after Thanksgiving
 4. Day before Christmas
 5. Christmas
 6. New Year's Day
 7. Martin Luther King, Jr. Day
 8. Presidents' Day
 9. Memorial Day Holiday (If the employee works the Friday before Memorial Day, Memorial Day will be a paid holiday.)
 10. Juneteenth Holiday
 11. Independence Day
- B. Should any of these holidays fall on Saturday, employees will not be required to work the previous Friday unless school is in session. If the holiday falls on Sunday, the employees will not be required to work the following Monday unless school is in session.
- C. If employees are required to work on any of the paid holidays, they shall be granted compensation time off for which they shall be paid their regular salary or regular rate of pay.
- D. In order to be eligible to receive holiday pay, an employee must be in an active pay status the work- day immediately preceding and following the holiday. The definition of "active pay status" means those who are actually on payroll on days preceding and following vacations. An example of not being on active payroll status are those that are on leave of absence without pay or who have been suspended without pay.

**ARTICLE XXXIV
VACATIONS**

Section 34.01

- A. All employees employed on an eleven (11) or twelve (12) month basis shall accrue vacation at the rate of 84 hundredths of a day per month of completed service.
- B. Employees on a twelve (12) month basis who have completed seven (7) years of continuous employment for the Board shall accrue vacation at the rate of one and one-fourth (1 1/4) days per month of completed service during their eighth through thirteenth years of employment.
- C. Employees on a twelve (12) month basis who have completed thirteen (13) years of continuous employment for the Board shall accrue vacation at the rate of one and two-thirds (1 2/3) days per month.

- D. If approved by the employee's immediate supervisor and the Superintendent or designee, vacations may be taken at any time of the year, except that no vacation may be taken during the school year which will adversely affect or increase the cost of school operations.
- E. Verification of approved vacation must be submitted to the office of the Treasurer of the Board of Education. Employees shall use designated vacation request forms.
- F. Employees may carryover up to three times their annual vacation allotment from one employee contract year to the next.
- F. Employees shall give at least ten work-days advance notice of intent to use vacation. This notice may be waived by the Superintendent or designee on a case-by-case basis. Requests for vacations exceeding 10 consecutive work-days shall be submitted directly to the Superintendent or designee.

**ARTICLE XXXV
HOURLY RATE SCHEDULE**

Section 35.01

- A. Hourly wage rates for classified staff will be paid as set forth in Section 35.02.
 - 1. An employee permanently reassigned to a position in a higher paying job classification (i.e., one with a higher hourly wage rate) shall be placed on the lowest hourly wage rate step of the new classification which will provide the employee with an increase in hourly rate.

OR

If an employee has reached the 12th year or more years of service to the district, that employee shall be placed on the hourly-rate schedule commensurate with current step.

- 2. An employee permanently reassigned to a position in a lower paying job classification (i.e., one with a lower hourly wage rate) shall be placed on the same hourly-rate step of the new classification.

SECTION 35.02 - CLASSIFIED HOURLY RATE SCHEDULES

Maintenance			Warehouse			Head Custodian			Custodian		
Step	2022-2023	2023-2024	Step	2022-2023	2023-2024	Step	2022-2023	2023-2024	Step	2022-2023	2023-2024
0	\$20.95	\$21.47	0	\$20.18	\$20.69	0	\$19.56	\$20.05	0	\$17.19	\$17.62
1	\$21.23	\$21.76	1	\$20.45	\$20.96	1	\$19.83	\$20.33	1	\$17.43	\$17.87
2	\$21.52	\$22.06	2	\$20.71	\$21.23	2	\$20.11	\$20.61	2	\$17.68	\$18.12
3	\$21.81	\$22.36	3	\$20.98	\$21.51	3	\$20.39	\$20.90	3	\$17.93	\$18.38
4	\$22.11	\$22.66	4	\$21.25	\$21.79	4	\$20.68	\$21.19	4	\$18.19	\$18.64
5	\$22.41	\$22.97	5	\$21.53	\$22.07	5	\$20.96	\$21.49	5	\$18.44	\$18.91
6	\$22.71	\$23.28	6	\$21.81	\$22.35	6	\$21.26	\$21.79	6	\$18.70	\$19.17
7	\$23.02	\$23.59	7	\$22.09	\$22.65	7	\$21.55	\$22.09	7	\$18.96	\$19.43
8	\$23.33	\$23.91	8	\$22.38	\$22.94	8	\$21.85	\$22.40	8	\$19.23	\$19.71
9	\$23.65	\$24.24	9	\$22.67	\$23.24	9	\$22.16	\$22.71	9	\$19.51	\$20.00
10	\$23.97	\$24.57	10	\$22.96	\$23.54	10	\$22.47	\$23.03	10	\$19.78	\$20.27
11	\$24.29	\$24.90	11	\$23.26	\$23.84	11	\$22.78	\$23.35	11	\$20.07	\$20.57
12	\$24.62	\$25.24	12	\$23.57	\$24.15	12	\$23.10	\$23.68	12	\$20.35	\$20.85
13	\$24.96	\$25.58	13	\$23.87	\$24.47	13	\$23.42	\$24.01	13	\$20.64	\$21.15
14	\$25.29	\$25.93	14	\$24.18	\$24.79	14	\$23.75	\$24.34	14	\$20.93	\$21.45
15	\$25.64	\$26.28	15	\$24.50	\$25.11	15	\$24.08	\$24.68	15	\$21.23	\$21.76
16	\$25.98	\$26.63	16	\$24.81	\$25.43	16	\$24.41	\$25.02	16	\$21.53	\$22.07
17	\$26.34	\$26.99	17	\$25.14	\$25.76	17	\$24.75	\$25.37	17	\$21.83	\$22.37
18	\$26.69	\$27.36	18	\$25.46	\$26.10	18	\$25.10	\$25.73	18	\$22.14	\$22.69
19	\$27.06	\$27.73	19	\$25.79	\$26.44	19	\$25.45	\$26.09	19	\$22.45	\$23.01
20	\$27.42	\$28.11	20	\$26.13	\$26.78	20	\$25.81	\$26.45	20	\$22.76	\$23.33
21	\$27.79	\$28.49	21	\$26.47	\$27.13	21	\$26.16	\$26.82	21	\$23.09	\$23.66
22	\$28.17	\$28.88	22	\$26.81	\$27.48	22	\$26.53	\$27.19	22	\$23.42	\$24.00
23	\$28.55	\$29.27	23	\$27.16	\$27.84	23	\$26.90	\$27.57	23	\$23.75	\$24.35
24	\$28.94	\$29.66	24	\$27.51	\$28.20	24	\$27.27	\$27.96	24	\$24.08	\$24.69
25	\$28.94	\$29.66	25	\$27.51	\$28.20	25	\$27.27	\$27.96	25	\$24.08	\$24.69
26	\$28.94	\$29.66	26	\$27.51	\$28.20	26	\$27.27	\$27.96	26	\$24.08	\$24.69
27	\$28.94	\$29.66	27	\$27.51	\$28.20	27	\$27.27	\$27.96	27	\$24.08	\$24.69
28	\$28.94	\$29.66	28	\$27.51	\$28.20	28	\$27.27	\$27.96	28	\$24.08	\$24.69
29	\$28.94	\$29.66	29	\$27.51	\$28.20	29	\$27.27	\$27.96	29	\$24.08	\$24.69

SECTION 35.02 - CLASSIFIED HOURLY RATE SCHEDULES

Secretary - 12 Months			Secretary - 11 Months			Secretary - 9 Months		
Step	2022-2023	2023-2024	Step	2022-2023	2023-2024	Step	2022-2023	2023-2024
0	\$17.21	\$17.64	0	\$16.97	\$17.40	0	\$15.35	\$15.73
1	\$17.50	\$17.94	1	\$17.26	\$17.69	1	\$15.55	\$15.94
2	\$17.79	\$18.23	2	\$17.55	\$17.99	2	\$15.76	\$16.15
3	\$18.09	\$18.54	3	\$17.84	\$18.29	3	\$15.97	\$16.37
4	\$18.39	\$18.85	4	\$18.15	\$18.61	4	\$16.19	\$16.59
5	\$18.69	\$19.16	5	\$18.46	\$18.92	5	\$16.40	\$16.81
6	\$19.00	\$19.48	6	\$18.77	\$19.24	6	\$16.62	\$17.04
7	\$19.33	\$19.81	7	\$19.09	\$19.57	7	\$16.84	\$17.26
8	\$19.65	\$20.14	8	\$19.41	\$19.90	8	\$17.07	\$17.50
9	\$19.98	\$20.48	9	\$19.73	\$20.23	9	\$17.30	\$17.73
10	\$20.31	\$20.82	10	\$20.07	\$20.57	10	\$17.53	\$17.97
11	\$20.65	\$21.16	11	\$20.41	\$20.92	11	\$17.76	\$18.20
12	\$20.99	\$21.52	12	\$20.75	\$21.27	12	\$18.00	\$18.45
13	\$21.35	\$21.88	13	\$21.10	\$21.63	13	\$18.24	\$18.70
14	\$21.70	\$22.24	14	\$21.46	\$22.00	14	\$18.49	\$18.95
15	\$22.06	\$22.62	15	\$21.82	\$22.36	15	\$18.73	\$19.20
16	\$22.43	\$22.99	16	\$22.19	\$22.75	16	\$18.98	\$19.45
17	\$22.81	\$23.38	17	\$22.57	\$23.13	17	\$19.24	\$19.72
18	\$23.18	\$23.76	18	\$22.95	\$23.52	18	\$19.50	\$19.99
19	\$23.58	\$24.17	19	\$23.33	\$23.92	19	\$19.76	\$20.25
20	\$23.97	\$24.57	20	\$23.73	\$24.32	20	\$20.02	\$20.52
21	\$24.36	\$24.97	21	\$24.13	\$24.73	21	\$20.29	\$20.80
22	\$24.77	\$25.39	22	\$24.54	\$25.15	22	\$20.56	\$21.07
23	\$25.19	\$25.82	23	\$24.95	\$25.58	23	\$20.84	\$21.36
24	\$25.61	\$26.25	24	\$25.37	\$26.01	24	\$21.11	\$21.64
25	\$25.61	\$26.25	25	\$25.37	\$26.01	25	\$21.11	\$21.64
26	\$25.61	\$26.25	26	\$25.37	\$26.01	26	\$21.11	\$21.64
27	\$25.61	\$26.25	27	\$25.37	\$26.01	27	\$21.11	\$21.64
28	\$25.61	\$26.25	28	\$25.37	\$26.01	28	\$21.11	\$21.64
29	\$25.61	\$26.25	29	\$25.37	\$26.01	29	\$21.11	\$21.64

SECTION 35.02 - CLASSIFIED HOURLY RATE SCHEDULES

Food Service Manager			Food Service Assistant Manager			Cook 4 - 6 Hours			Cook 2 - 3.75 Hours		
Step	2022-2023	2023-2024	Step	2022-2023	2023-2024	Step	2022-2023	2023-2024	Step	2022-2023	2023-2024
0	\$17.48	\$17.92	0	\$15.72	\$16.11	0	\$15.47	\$15.86	0	\$15.21	\$15.59
1	\$17.76	\$18.21	1	\$15.98	\$16.38	1	\$15.66	\$16.05	1	\$15.35	\$15.73
2	\$18.04	\$18.49	2	\$16.26	\$16.67	2	\$15.87	\$16.26	2	\$15.50	\$15.89
3	\$18.33	\$18.78	3	\$16.53	\$16.95	3	\$16.07	\$16.47	3	\$15.64	\$16.03
4	\$18.62	\$19.08	4	\$16.82	\$17.24	4	\$16.27	\$16.68	4	\$15.79	\$16.19
5	\$18.91	\$19.38	5	\$17.11	\$17.54	5	\$16.49	\$16.90	5	\$15.93	\$16.33
6	\$19.21	\$19.69	6	\$17.40	\$17.84	6	\$16.69	\$17.11	6	\$16.08	\$16.48
7	\$19.51	\$20.00	7	\$17.70	\$18.15	7	\$16.91	\$17.33	7	\$16.23	\$16.64
8	\$19.82	\$20.32	8	\$18.00	\$18.45	8	\$17.12	\$17.55	8	\$16.38	\$16.79
9	\$20.13	\$20.64	9	\$18.32	\$18.77	9	\$17.35	\$17.78	9	\$16.53	\$16.95
10	\$20.45	\$20.96	10	\$18.63	\$19.09	10	\$17.57	\$18.01	10	\$16.68	\$17.10
11	\$20.77	\$21.29	11	\$18.94	\$19.41	11	\$17.80	\$18.25	11	\$16.84	\$17.27
12	\$21.10	\$21.63	12	\$19.27	\$19.75	12	\$18.03	\$18.48	12	\$17.01	\$17.43
13	\$21.44	\$21.97	13	\$19.59	\$20.08	13	\$18.25	\$18.71	13	\$17.16	\$17.58
14	\$21.78	\$22.32	14	\$19.94	\$20.44	14	\$18.49	\$18.95	14	\$17.32	\$17.75
15	\$22.12	\$22.67	15	\$20.27	\$20.78	15	\$18.72	\$19.19	15	\$17.48	\$17.91
16	\$22.47	\$23.03	16	\$20.63	\$21.14	16	\$18.97	\$19.45	16	\$17.65	\$18.09
17	\$22.82	\$23.39	17	\$20.98	\$21.50	17	\$19.21	\$19.69	17	\$17.81	\$18.26
18	\$23.18	\$23.76	18	\$21.33	\$21.87	18	\$19.45	\$19.94	18	\$17.97	\$18.42
19	\$23.55	\$24.14	19	\$21.70	\$22.24	19	\$19.70	\$20.19	19	\$18.14	\$18.60
20	\$23.92	\$24.52	20	\$22.08	\$22.63	20	\$19.96	\$20.46	20	\$18.32	\$18.77
21	\$24.30	\$24.91	21	\$22.45	\$23.01	21	\$20.22	\$20.72	21	\$18.48	\$18.94
22	\$24.68	\$25.30	22	\$22.84	\$23.41	22	\$20.47	\$20.99	22	\$18.65	\$19.11
23	\$25.07	\$25.70	23	\$23.23	\$23.81	23	\$20.73	\$21.25	23	\$18.83	\$19.30
24	\$25.47	\$26.11	24	\$23.62	\$24.21	24	\$21.00	\$21.53	24	\$19.00	\$19.48
25	\$25.47	\$26.11	25	\$23.62	\$24.21	25	\$21.00	\$21.53	25	\$19.00	\$19.48
26	\$25.47	\$26.11	26	\$23.62	\$24.21	26	\$21.00	\$21.53	26	\$19.00	\$19.48
27	\$25.47	\$26.11	27	\$23.62	\$24.21	27	\$21.00	\$21.53	27	\$19.00	\$19.48
28	\$25.47	\$26.11	28	\$23.62	\$24.21	28	\$21.00	\$21.53	28	\$19.00	\$19.48
29	\$25.47	\$26.11	29	\$23.62	\$24.21	29	\$21.00	\$21.53	29	\$19.00	\$19.48

SECTION 35.02 - CLASSIFIED HOURLY RATE SCHEDULES

Special Education Assistant			E.D. Special Education Assistant			Aide Educational & Office		
Step	2022-2023	2023-2024	Step	2022-2023	2023-2024	Step	2022-2023	2023-2024
0	\$15.18	\$15.56	0	\$15.98	\$16.38	0	\$14.58	\$14.94
1	\$15.38	\$15.77	1	\$16.19	\$16.59	1	\$14.77	\$15.14
2	\$15.59	\$15.98	2	\$16.39	\$16.80	2	\$14.97	\$15.35
3	\$15.79	\$16.19	3	\$16.60	\$17.02	3	\$15.17	\$15.55
4	\$16.01	\$16.41	4	\$16.81	\$17.23	4	\$15.37	\$15.76
5	\$16.22	\$16.63	5	\$17.03	\$17.45	5	\$15.58	\$15.97
6	\$16.44	\$16.85	6	\$17.25	\$17.68	6	\$15.79	\$16.19
7	\$16.65	\$17.07	7	\$17.47	\$17.90	7	\$16.00	\$16.40
8	\$16.88	\$17.30	8	\$17.69	\$18.13	8	\$16.21	\$16.62
9	\$17.10	\$17.53	9	\$17.91	\$18.36	9	\$16.43	\$16.84
10	\$17.33	\$17.76	10	\$18.14	\$18.59	10	\$16.65	\$17.07
11	\$17.55	\$17.99	11	\$18.37	\$18.83	11	\$16.88	\$17.30
12	\$17.79	\$18.23	12	\$18.61	\$19.07	12	\$17.10	\$17.53
13	\$18.03	\$18.48	13	\$18.84	\$19.31	13	\$17.33	\$17.76
14	\$18.26	\$18.72	14	\$19.08	\$19.56	14	\$17.56	\$18.00
15	\$18.51	\$18.97	15	\$19.33	\$19.81	15	\$17.79	\$18.23
16	\$18.76	\$19.23	16	\$19.57	\$20.06	16	\$18.04	\$18.49
17	\$19.00	\$19.48	17	\$19.82	\$20.32	17	\$18.27	\$18.73
18	\$19.26	\$19.74	18	\$20.07	\$20.58	18	\$18.52	\$18.98
19	\$19.52	\$20.01	19	\$20.33	\$20.84	19	\$18.77	\$19.24
20	\$19.78	\$20.27	20	\$20.59	\$21.10	20	\$19.01	\$19.49
21	\$20.03	\$20.54	21	\$20.85	\$21.37	21	\$19.27	\$19.75
22	\$20.30	\$20.81	22	\$21.12	\$21.64	22	\$19.53	\$20.02
23	\$20.57	\$21.09	23	\$21.38	\$21.92	23	\$19.79	\$20.28
24	\$20.85	\$21.37	24	\$21.66	\$22.20	24	\$20.06	\$20.56
25	\$20.85	\$21.37	25	\$21.66	\$22.20	25	\$20.06	\$20.56
26	\$20.85	\$21.37	26	\$21.66	\$22.20	26	\$20.06	\$20.56
27	\$20.85	\$21.37	27	\$21.66	\$22.20	27	\$20.06	\$20.56
28	\$20.85	\$21.37	28	\$21.66	\$22.20	28	\$20.06	\$20.56
29	\$20.85	\$21.37	29	\$21.66	\$22.20	29	\$20.06	\$20.56

**ARTICLE XXXVI
FOOD SERVICE EMPLOYEES**

Section 36.01

Employees will be allowed to wear their own clean and appropriate clothing (no blue denim jeans, sweat- pants or leggings – white, black, or tan slacks are preferred). Employees must wear white or black work or tennis shoes with skid-resistant soles, preferably with leather uppers to protect against burns. No open toe shoes or shoes with holes on upper portion will be allowed. Shoes must have a closed heel. The Board will provide employees with shirts to be worn during all work hours.

Cooks assigned a seven (7) hour position on a temporary basis by the food service supervisor or Superintendent or designee shall, after twenty (20) consecutive work-days in the position, be paid on the lowest step of the position which provides a salary increase.

**ARTICLE XXXVII
CUSTODIAL EMPLOYEES**

Section 37.01

- A. Uniforms. The Board shall provide and keep clean and serviceable, at no cost to the employee, uniforms for all custodial employees to the extent that each employee has one clean and serviceable uniform available each workday.
- B. Shift Differential. Employees will be paid a shift differential of \$.15 per hour for hours worked on shifts regularly scheduled to begin at 2:30 p.m. or later.

APPENDIX A
TEACHER EVALUATION TOOL

(See Attachment)

APPENDIX B
CLASSIFIED EVALUATION TOOL

(See Attachment)

APPENDIX C
COUNSELOR EVALUATION TOOL

(See Attachment)

APPENDIX D

PROFESSIONAL STAFF
3220/page 1 of 2

BOARD OF EDUCATION
VANDALIA-BUTLER CITY SCHOOL DISTRICT

STAFF EVALUATION

The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012. Any updates to the framework adopted by the State Board of Education shall automatically be incorporated into this policy.

This policy does not apply to the Superintendent, administrators, teacher supplemental contracts, or teachers employed as substitutes or adult education instructors or to any person employed under a teacher license/certificate that spends less than fifty percent (50%) providing student instruction.

Each evaluation will result in an effectiveness rating in accordance with the State Board of Education Framework.

An effectiveness rating is based on the following two categories: 1) teacher performance and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty percent (50%) will be attributed to measures of student growth.

Each teacher will be evaluated using factors from the following categories (as weighted): A.

A. Student Growth Measures (50%).

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes where available, one or more of the following: 1) Teacher-level Value-Added Data (or alternative student academic progress measures if adopted by ODE; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures in accordance with state law and State Board of Education requirements.

Fifty percent (50%) of a teacher's evaluation must be comprised of student growth measures. The extent to which Value-Added, alternative student academic progress measures, ODE-Approved Assessments, and Locally-determined Measures (student learning objectives ("SLOs")) are used to calculate the student-growth component of a teacher's evaluation will be in accordance with state law and regulation.

In the calculation for student academic growth, students shall be excluded per state law and regulation.

B. Teacher performance (50%)

Teacher performance is determined by using a rating rubric (Teacher Performance

Evaluation Rubric) consisting of indicators based on the Ohio Standards for the Teaching Profession.

The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plans, observations, walkthroughs, and conferences) to determine a teacher performance rating.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance in consultation with teachers. The board directs the Superintendent/designee to develop procedures for these evaluation tools in consultation with teachers.

Credentialed evaluators shall evaluate all teachers annually, except that teachers receiving effectiveness ratings of Accomplished on their most recent evaluations carried out under this policy shall be evaluated every two years. Annual evaluations of teachers who are on limited or extended limited contracts pursuant to State law and are under consideration for nonrenewal shall, in the final contract year include at least three formal observations of at least 30 minutes each and classroom walkthroughs. Evaluations of all other teachers shall include at least two formal evaluations of at least 30 minutes each and classroom walkthroughs. All teacher evaluations must be completed on or before May 1, with a written report of the evaluation results provided to the teacher on or before May 10.

Professional Growth and Improvement Plans

The Board will provide professional development and growth opportunities in accordance with state law and regulation.

Removal of Poorly Performing Teachers:

The board adopts the following procedures to be used by the district administrators in the removal of poorly performing teachers:

Refer to outline. Evaluations shall be considered when the Board proceeds according to statute to remove poorly performing teachers.

Retention and Promotion Decisions:

The board adopts the following procedures to be used by the district administrators in making retention (as a result of a reduction in force) decisions:

Refer to outline. Evaluations shall be considered when making retention and promotion decisions.

Seniority shall not be the basis for a decision to retain a teacher, except when making a

decision between teachers who have comparable evaluations.

Effective with the 2015-2016 school year, each teacher in a core subject area who has received a rating of “ineffective” on the evaluations conducted under law and this policy for two of the three most recent school years must register for and take all written examinations required by state law.

Professional Development:

The Board will provide for the allocation of financial resources to support professional development to the extent required by State law and the State Board of Education evaluation framework.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3333.0411, A.C 3301-35-03(A)

Revised: 5/28/13

APPENDIX E

GUIDELINES FOR COLLABORATIVE COMMITTEES

1. Committees should consist of no more than 10 members, appointed jointly by the Superintendent or designee and the Association President.
2. Membership will be voluntary and will reflect a preference for representation from all buildings.
3. Committees will establish co-chairs, one representing unit membership and one representing administration.
4. Committee will take and distribute notes as needed to appropriate parties.
5. Committees will identify in writing the charge/purpose of the committee, the operational structure, and time commitment to best guide both the work of the committee and the final outcome.
6. Recommendations developed by the committee will be given to the Partnership Council for consideration.

PART D – SIGNATURE PAGE


RATIFICATION AND APPROVALS

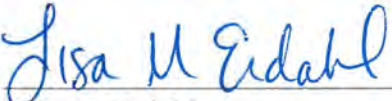
The signatures of the designated representatives and others below evidence that all necessary steps have been taken to enable them to lawfully execute this Agreement on the dates set forth. IN WITNESS WHEREOF the parties have executed duplicate originals of the Agreement on the 18th day of August, 2022.

VANDALIA-BUTLER
EDUCATION ASSOCIATION

VANDALIA-BUTLER CITY SCHOOLS
BOARD OF EDUCATION


By: 
Adam D. Hess
VBEA President

By: 
Robert M. O'Leary
Superintendent


By: 
Lisa M. Erdahl
VBEA Vice-President, Certificated


By: 
Eric K. Beavers
Treasurer/CFO

By: 
Krista L. Greer
VBEA Vice-President, Classified

By: 
Russell E. Garman
Director of Human Resources

By: 
Melissa L. Conet
Committee Member

By: 
Brandon J. Hartley
Director of Curriculum & Assessments

By: 
Kristina F. Sucher
Committee Member

By: 
Jordan E. Shumaker
Director of Athletics

By: 
Paula M. Yablonski
Committee Member

By: 
Shannon T. White
Principal, Morton Middle School