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41811

# **Archbold Board of Education & Archbold Education Association**



## ***Master Agreement***

**August 1, 2022 through July 31, 2025**

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## **ARTICLE I. RECOGNITION**

The Archbold Area Board of Education, hereinafter referred to as the Board, recognizes the Archbold Education Association, affiliated with the Ohio Education Association and the National Education Association, and hereinafter referred to as the Association, as the sole and exclusive bargaining agent for all certified professional personnel, hereinafter referred to as Teachers, employed in the District, excluding substitutes, tutors, aides, non-certified personnel, and administrative personnel employed under an administrator's certificate.

## **ARTICLE II. DUTIES OF TEACHERS**

### **A. Staff Conduct:**

All teachers are expected to be professional. This means that staff will use acceptable language, behave appropriately, and dress appropriately at all school functions. (See ROP 2003)

### **B. Records:**

Teachers shall make all reports and keep all records as directed or required by regulations, by the principal or by the Superintendent.

### **C. Environmental Conditions:**

Teachers shall give careful attention to the health and comfort of pupils while in their charge, and shall report to the proper authorities if a room is not properly heated, lighted or ventilated.

### **D. Accidents:**

All students' accidents must be reported immediately to the principal who will notify the parents and the Superintendent.

### **E. Conference Periods:**

Each teacher shall be entitled to the equivalent of one conference period and one lunch period daily. All other periods shall consist of classes, study halls or other assigned duties in the daily operating schedule. (See ROP 1997)

### **F. Covering Colleague's Classes:**

When requests made and/or approved by administration to cover classes when substitutes are not available results in the loss of a planning period and drops a teacher below 5 per week, compensation will be made at a rate of (base salary / number of contract days / 7.25 x .75 = compensation rate per period). (See ROP 2000)

With regards to the elementary building, when requests made and/or approved by administration to cover classes when substitutes are not available results in the

simultaneous instruction of additional classrooms not on the teacher's schedule, a teacher shall be compensated at a rate of the current substitute rate x percent of day. Similar situations that may occur in the district will be considered by administration on an individual basis. (See ROP 2022)

**G. Unattended Classrooms:**

Teachers shall not leave their classes or study halls unattended except in case of emergency or for other valid reasons.

**H. Lesson Plans:**

Teachers shall keep an outline of class procedure by daily lesson plans.

**I. Maintaining Consistent Time Schedules:**

Teachers shall keep their classes in session each day during school hours and shall not dismiss them for any time, however short, without the consent of the principal or Superintendent. They shall dismiss their classes promptly at the time set. Any pupil may be retained after school and dismissed when necessary. Provisions for safe conduct home must be made if elementary pupils are retained after regular dismissal time.

**J. Absence by Teacher:**

Teachers shall not be absent from school without the permission of the principal or Superintendent, except in cases of personal illness, illness or death in the family. In cases of absence, the principal shall be notified at the earliest reasonable moment so that substitute teachers may be secured.

**K. Faculty Meetings:**

Unless excused for valid reason teachers shall attend faculty meetings before, during and after school.

**L. Responsibility to Students:**

Teachers are held responsible for the orderly department and advancement of their pupils and will be assisted in all proper, reasonable and legal means to secure these ends.

**M. Reaching Continuing Contract Status:**

Teachers who will be eligible for continuing contract status must notify the superintendent by November 1 of the school year in which the employee becomes eligible for a continuing contract. If the deadline is passed, the employee will receive another limited contract if it is the board's intention to rehire.

**N. Special Education:**

The IEP process will be spread out throughout the school year.

**O. Tobacco Free Environment**

All employees of the Archbold Area Schools are not permitted to use tobacco products while performing the responsibilities of their position. (See ROP 1993)

**ARTICLE III. WORK DAY**

The length of the working day will be seven (7) hours and fifteen (15) minutes.

**ARTICLE IV. DELAYS**

In the event the beginning of the school day is delayed, the length of the school day shall not be extended beyond the normal ending time or that time which is required to meet the length of school day standard set forth in Section 3313.48 O.R.C., whichever is later.

**ARTICLE V. WORK YEAR**

The teacher work year will not exceed one hundred and eighty-three (183) working days or more than one hundred and eighty (180) days of instruction. There will be two teacher workdays before the beginning of each school year and one teacher workday at the end of each school year. (See ROP 2000)

The Board and the Association also agree to the following stipulations as they are related to the number of days cancelled:

1. After 8 days of cancelling school, the District may consider extending the school year by adding days to the end of the year.

In the event the Board of Education decides to increase the school year, the beginning salary shall be increased on a pro-rata basis and all other salaries shall be adjusted pursuant to the salary index.

Annually, by October 15<sup>th</sup>, a calendar committee consisting of three (3) elected AEA representatives, superintendent, two (2) BOE members, and a principal will be assembled to develop consensus for an educationally sound calendar that takes into account the needs of the district stakeholders. It is understood that this committee will establish guidelines to be reviewed from year to year that they feel are necessary to assist with continuity in the development of the annual calendar. Changes to the guidelines may occur based on state mandates requiring changes in the guidelines. The calendar proposal for the subsequent school year will be presented to the Board by December 15<sup>th</sup> and the Board will approve the calendar at the January board meeting. (See ROP 1994, 2000 & 2019)

## ARTICLE VI. SALARIES

Salaries of teachers and other school personnel shall be determined and administered by the Superintendent of Schools and the Board of Education on the following basis:

- A salary schedule.
- Assignments in addition to classroom teaching.
- A full schedule of seven periods in high school.
- A full assignment in the elementary school, including extra duty assignments.
- For credit above the Masters Degree, hours must be of graduate level, consist of grades A's, B's, or P's and have been earned after the Masters Degree has been conferred.
- When a teacher attains a new education level, written notification, stating the education level, and an official transcript must be furnished to the superintendent to certify their standing on the schedule. The superintendent will confirm to the teacher his/her receipt of the transcripts and request. Movement on the education columns shall take place during two window periods. All such transcripts must be in the hands of proper officials before September 30 or before February 28, allowing for Board approval at the next regularly scheduled Board meeting. After approval, placement shall be made on the salary schedule retroactive to the beginning of the semester, as appropriate. Exceptions to the deadline date may be made in cases where it is known and understood by all concerned that such proof will be available in a reasonable length of time. Information and transcripts after the established date will be in effect the next window period. (See ROP 2003)

For new teachers, full credit will be given for experience in other schools up to and including ten years. The Board reserves the right to make exceptions in the amount of credit granted should there be a need to do so in critical areas.

Full credit will be granted for service in all recognized branches United States Armed Forces and auxiliary branches up to a maximum of five years. A recognized year of such service shall consist of eight months for completing time less than one full year or twelve months.

Athletic coaches and personnel shall receive the schedule, plus amounts as determined by the supplementary salary schedule.

All teachers shall assume a fair share of the extra duties, which are a part of normal school activities and assignments such as the supervision of corridor areas adjacent to a teacher's assigned room, assistance and supervision at assembly programs, cafeteria supervision, and any others of similar nature. Any such duties are to be performed without the consideration of additional compensation.

### **A. Signing Bonus:**

The Board has the option to pay up to \$5000 as a signing bonus. The bonus will be paid over a four-year period at the rate of 10% the first year, 20% the second year, 30% the third year, and 40% the fourth year. (See ROP 2003)



**ARTICLE VII. SALARY SCHEDULES**

Year	Base Increase	Stipend
2022-2023	2%	1%
2023-2024	1%	2%
2024-2025	3%	NA

The stipend for each respective year will be calculated according to the base salary of the employee as of November 1<sup>st</sup> and will be paid in the first payroll of December.

Upon reaching 35 or more years of service on the salary grid, the employee is not eligible for base salary increases.

\*The Board and Association agree to reopen the contract to address salaries only for the 2024-2025 school year following the November 2023 Board meeting.

Archbold Salary Index 2022-2023

<b>YRS EXP</b>	<b>BS</b>	<b>BA-150</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>SP/PHD</b>
<b>0</b>	1.000	1.060	1.124	1.188	1.218	1.258
<b>1</b>	1.046	1.108	1.174	1.240	1.271	1.311
<b>2</b>	1.092	1.156	1.224	1.292	1.324	1.364
<b>3</b>	1.138	1.204	1.274	1.344	1.377	1.417
<b>4</b>	1.184	1.252	1.324	1.396	1.430	1.470
<b>5</b>	1.230	1.300	1.374	1.448	1.483	1.523
<b>6</b>	1.276	1.348	1.424	1.500	1.536	1.576
<b>7</b>	1.322	1.396	1.474	1.552	1.589	1.629
<b>8</b>	1.368	1.444	1.524	1.604	1.642	1.682
<b>9</b>	1.414	1.492	1.574	1.656	1.695	1.735
<b>10</b>	1.460	1.540	1.624	1.708	1.748	1.788
<b>11</b>	1.506	1.588	1.674	1.760	1.801	1.841
<b>12</b>	1.552	1.636	1.724	1.812	1.854	1.894
<b>13</b>	1.598	1.684	1.774	1.864	1.907	1.947
<b>14</b>	1.644	1.732	1.824	1.916	1.960	2.000
<b>15</b>	1.690	1.780	1.874	1.968	2.013	2.053
<b>16</b>	1.690	1.780	1.874	1.968	2.013	2.053
<b>17</b>	1.690	1.780	1.874	1.968	2.013	2.053
<b>18</b>	1.690	1.780	1.874	1.968	2.013	2.053
<b>19</b>	1.690	1.780	1.874	1.968	2.013	2.053
<b>20</b>	1.736	1.828	1.924	2.020	2.066	2.106
<b>21</b>	1.736	1.828	1.924	2.020	2.066	2.106
<b>22</b>	1.736	1.828	1.924	2.020	2.066	2.106
<b>23</b>	1.736	1.828	1.924	2.020	2.066	2.106
<b>24</b>	1.736	1.828	1.924	2.020	2.066	2.106
<b>25</b>	1.805	1.900	1.999	2.098	2.146	2.186
<b>26</b>	1.805	1.900	1.999	2.098	2.146	2.186
<b>27</b>	1.805	1.900	1.999	2.098	2.146	2.186
<b>28</b>	1.805	1.900	1.999	2.098	2.146	2.186
<b>29</b>	1.805	1.900	1.999	2.098	2.146	2.186
<b>30</b>	1.805	1.900	1.999	2.098	2.146	2.186
<b>31</b>	1.805	1.900	1.999	2.098	2.146	2.186
<b>32</b>	1.851	1.948	2.049	2.150	2.199	2.239
<b>33</b>	1.851	1.948	2.049	2.150	2.199	2.239
<b>34</b>	1.851	1.948	2.049	2.150	2.199	2.239
<b>35</b>	1.851	1.948	2.049	2.150	2.199	2.239

## Archbold Salary Schedule 2022-2023

Stipend of 1% calculated according to the base salary of the employee as of November 1 will be paid in the first payroll of December.

<b>YRS EXP</b>	<b>BS</b>	<b>BS-150</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>SP/PHD</b>
<b>0</b>	38035.33	40317.45	42751.71	45185.97	46327.03	47848.45
<b>1</b>	39784.96	42143.15	44653.48	47163.81	48342.90	49864.32
<b>2</b>	41534.58	43968.84	46555.24	49141.65	50358.78	51880.19
<b>3</b>	43284.21	45794.54	48457.01	51119.48	52374.65	53896.06
<b>4</b>	45033.83	47620.23	50358.78	53097.32	54390.52	55911.94
<b>5</b>	46783.46	49445.93	52260.54	55075.16	56406.39	57927.81
<b>6</b>	48533.08	51271.62	54162.31	57053.00	58422.27	59943.68
<b>7</b>	50282.71	53097.32	56064.08	59030.83	60438.14	61959.55
<b>8</b>	52032.33	54923.02	57965.84	61008.67	62454.01	63975.43
<b>9</b>	53781.96	56748.71	59867.61	62986.51	64469.88	65991.30
<b>10</b>	55531.58	58574.41	61769.38	64964.34	66485.76	68007.17
<b>11</b>	57281.21	60400.10	63671.14	66942.18	68501.63	70023.04
<b>12</b>	59030.83	62225.80	65572.91	68920.02	70517.50	72038.92
<b>13</b>	60780.46	64051.50	67474.68	70897.86	72533.37	74054.79
<b>14</b>	62530.08	65877.19	69376.44	72875.69	74549.25	76070.66
<b>15</b>	64279.71	67702.89	71278.21	74853.53	76565.12	78086.53
<b>16</b>	64279.71	67702.89	71278.21	74853.53	76565.12	78086.53
<b>17</b>	64279.71	67702.89	71278.21	74853.53	76565.12	78086.53
<b>18</b>	64279.71	67702.89	71278.21	74853.53	76565.12	78086.53
<b>19</b>	64279.71	67702.89	71278.21	74853.53	76565.12	78086.53
<b>20</b>	66029.33	69528.58	73179.97	76831.37	78580.99	80102.40
<b>21</b>	66029.33	69528.58	73179.97	76831.37	78580.99	80102.40
<b>22</b>	66029.33	69528.58	73179.97	76831.37	78580.99	80102.40
<b>23</b>	66029.33	69528.58	73179.97	76831.37	78580.99	80102.40
<b>24</b>	66029.33	69528.58	73179.97	76831.37	78580.99	80102.40
<b>25</b>	68653.77	72267.13	76032.62	79798.12	81623.82	83145.23
<b>26</b>	68653.77	72267.13	76032.62	79798.12	81623.82	83145.23
<b>27</b>	68653.77	72267.13	76032.62	79798.12	81623.82	83145.23
<b>28</b>	68653.77	72267.13	76032.62	79798.12	81623.82	83145.23
<b>29</b>	68653.77	72267.13	76032.62	79798.12	81623.82	83145.23
<b>30</b>	68653.77	72267.13	76032.62	79798.12	81623.82	83145.23
<b>31</b>	68653.77	72267.13	76032.62	79798.12	81623.82	83145.23
<b>32</b>	70403.40	74092.82	77934.39	81775.96	83639.69	85161.10
<b>33</b>	70403.40	74092.82	77934.39	81775.96	83639.69	85161.10
<b>34</b>	70403.40	74092.82	77934.39	81775.96	83639.69	85161.10
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Archbold Salary Index 2023-2024

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## Archbold Salary Schedule 2023-2024

Stipend of 2% calculated according to the base salary of the employee as of November 1 will be paid in the first payroll of December.

<b>YRS EXP</b>	<b>BS</b>	<b>BS-150</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>SP/PHD</b>
<b>0</b>	38415.68	40720.62	43179.22	45637.83	46790.30	48326.93
<b>1</b>	40182.80	42564.57	45100.01	47635.44	48826.33	50362.96
<b>2</b>	41949.92	44408.53	47020.79	49633.06	50862.36	52398.99
<b>3</b>	43717.04	46252.48	48941.58	51630.67	52898.39	54435.02
<b>4</b>	45484.17	48096.43	50862.36	53628.29	54934.42	56471.05
<b>5</b>	47251.29	49940.38	52783.14	55625.90	56970.45	58507.08
<b>6</b>	49018.41	51784.34	54703.93	57623.52	59006.48	60543.11
<b>7</b>	50785.53	53628.29	56624.71	59621.14	61042.52	62579.14
<b>8</b>	52552.65	55472.24	58545.50	61618.75	63078.55	64615.17
<b>9</b>	54319.77	57316.19	60466.28	63616.37	65114.58	66651.20
<b>10</b>	56086.89	59160.15	62387.06	65613.98	67150.61	68687.24
<b>11</b>	57854.01	61004.10	64307.85	67611.60	69186.64	70723.27
<b>12</b>	59621.14	62848.05	66228.63	69609.21	71222.67	72759.30
<b>13</b>	61388.26	64692.01	68149.42	71606.83	73258.70	74795.33
<b>14</b>	63155.38	66535.96	70070.20	73604.44	75294.73	76831.36
<b>15</b>	64922.50	68379.91	71990.98	75602.06	77330.76	78867.39
<b>16</b>	64922.50	68379.91	71990.98	75602.06	77330.76	78867.39
<b>17</b>	64922.50	68379.91	71990.98	75602.06	77330.76	78867.39
<b>18</b>	64922.50	68379.91	71990.98	75602.06	77330.76	78867.39
<b>19</b>	64922.50	68379.91	71990.98	75602.06	77330.76	78867.39
<b>20</b>	66689.62	70223.86	73911.77	77599.67	79366.79	80903.42
<b>21</b>	66689.62	70223.86	73911.77	77599.67	79366.79	80903.42
<b>22</b>	66689.62	70223.86	73911.77	77599.67	79366.79	80903.42
<b>23</b>	66689.62	70223.86	73911.77	77599.67	79366.79	80903.42
<b>24</b>	66689.62	70223.86	73911.77	77599.67	79366.79	80903.42
<b>25</b>	69340.30	72989.79	76792.94	80596.10	82440.05	83976.68
<b>26</b>	69340.30	72989.79	76792.94	80596.10	82440.05	83976.68
<b>27</b>	69340.30	72989.79	76792.94	80596.10	82440.05	83976.68
<b>28</b>	69340.30	72989.79	76792.94	80596.10	82440.05	83976.68
<b>29</b>	69340.30	72989.79	76792.94	80596.10	82440.05	83976.68
<b>30</b>	69340.30	72989.79	76792.94	80596.10	82440.05	83976.68
<b>31</b>	69340.30	72989.79	76792.94	80596.10	82440.05	83976.68
<b>32</b>	71107.42	74833.74	78713.73	82593.71	84476.08	86012.71
<b>33</b>	71107.42	74833.74	78713.73	82593.71	84476.08	86012.71
<b>34</b>	71107.42	74833.74	78713.73	82593.71	84476.08	86012.71
<b>35</b>	71107.42	74833.74	78713.73	82593.71	84476.08	86012.71

## Archbold Salary Index 2024-2025

YRS EXP	BS	BA-150	MA	MA+15	MA+30	SP/PHD
0	1.000	1.060	1.124	1.188	1.218	1.258
1	1.046	1.108	1.174	1.240	1.271	1.311
2	1.092	1.156	1.224	1.292	1.324	1.364
3	1.138	1.204	1.274	1.344	1.377	1.417
4	1.184	1.252	1.324	1.396	1.430	1.470
5	1.230	1.300	1.374	1.448	1.483	1.523
6	1.276	1.348	1.424	1.500	1.536	1.576
7	1.322	1.396	1.474	1.552	1.589	1.629
8	1.368	1.444	1.524	1.604	1.642	1.682
9	1.414	1.492	1.574	1.656	1.695	1.735
10	1.460	1.540	1.624	1.708	1.748	1.788
11	1.506	1.588	1.674	1.760	1.801	1.841
12	1.552	1.636	1.724	1.812	1.854	1.894
13	1.598	1.684	1.774	1.864	1.907	1.947
14	1.644	1.732	1.824	1.916	1.960	2.000
15	1.690	1.780	1.874	1.968	2.013	2.053
16	1.690	1.780	1.874	1.968	2.013	2.053
17	1.690	1.780	1.874	1.968	2.013	2.053
18	1.690	1.780	1.874	1.968	2.013	2.053
19	1.690	1.780	1.874	1.968	2.013	2.053
20	1.736	1.828	1.924	2.020	2.066	2.106
21	1.736	1.828	1.924	2.020	2.066	2.106
22	1.736	1.828	1.924	2.020	2.066	2.106
23	1.736	1.828	1.924	2.020	2.066	2.106
24	1.736	1.828	1.924	2.020	2.066	2.106
25	1.805	1.900	1.999	2.098	2.146	2.186
26	1.805	1.900	1.999	2.098	2.146	2.186
27	1.805	1.900	1.999	2.098	2.146	2.186
28	1.805	1.900	1.999	2.098	2.146	2.186
29	1.805	1.900	1.999	2.098	2.146	2.186
30	1.805	1.900	1.999	2.098	2.146	2.186
31	1.805	1.900	1.999	2.098	2.146	2.186
32	1.851	1.948	2.049	2.150	2.199	2.239
33	1.851	1.948	2.049	2.150	2.199	2.239
34	1.851	1.948	2.049	2.150	2.199	2.239
35	1.851	1.948	2.049	2.150	2.199	2.239

## Archbold Salary Schedule 2024-2025

YRS EXP	BS	BS-150	MA	MA+15	MA+30	SP/PHD
0	39568.00	41942.00	44474.00	47007.00	48194.00	49777.00
1	41388.00	43841.00	46453.00	49064.00	50291.00	51874.00
2	43208.00	45741.00	48431.00	51122.00	52388.00	53971.00
3	45028.00	47640.00	50410.00	53179.00	54485.00	56068.00
4	46849.00	49539.00	52388.00	55237.00	56582.00	58165.00
5	48669.00	51438.00	54366.00	57294.00	58679.00	60262.00
6	50489.00	53338.00	56345.00	59352.00	60776.00	62359.00
7	52309.00	55237.00	58323.00	61410.00	62874.00	64456.00
8	54129.00	57136.00	60302.00	63467.00	64971.00	66553.00
9	55949.00	59035.00	62280.00	65525.00	67068.00	68650.00
10	57769.00	60935.00	64258.00	67582.00	69165.00	70748.00
11	59589.00	62834.00	66237.00	69640.00	71262.00	72845.00
12	61410.00	64733.00	68215.00	71697.00	73359.00	74942.00
13	63230.00	66633.00	70194.00	73755.00	75456.00	77039.00
14	65050.00	68532.00	72172.00	75812.00	77553.00	79136.00
15	66870.00	70431.00	74150.00	77870.00	79650.00	81233.00
16	66870.00	70431.00	74150.00	77870.00	79650.00	81233.00
17	66870.00	70431.00	74150.00	77870.00	79650.00	81233.00
18	66870.00	70431.00	74150.00	77870.00	79650.00	81233.00
19	66870.00	70431.00	74150.00	77870.00	79650.00	81233.00
20	68690.00	72330.00	76129.00	79927.00	81747.00	83330.00
21	68690.00	72330.00	76129.00	79927.00	81747.00	83330.00
22	68690.00	72330.00	76129.00	79927.00	81747.00	83330.00
23	68690.00	72330.00	76129.00	79927.00	81747.00	83330.00
24	68690.00	72330.00	76129.00	79927.00	81747.00	83330.00
25	71420.00	75179.00	79096.00	83014.00	84913.00	86496.00
26	71420.00	75179.00	79096.00	83014.00	84913.00	86496.00
27	71420.00	75179.00	79096.00	83014.00	84913.00	86496.00
28	71420.00	75179.00	79096.00	83014.00	84913.00	86496.00
29	71420.00	75179.00	79096.00	83014.00	84913.00	86496.00
30	71420.00	75179.00	79096.00	83014.00	84913.00	86496.00
31	71420.00	75179.00	79096.00	83014.00	84913.00	86496.00
32	73240.00	77078.00	81075.00	85071.00	87010.00	88593.00
33	73240.00	77078.00	81075.00	85071.00	87010.00	88593.00
34	73240.00	77078.00	81075.00	85071.00	87010.00	88593.00
35	73240.00	77078.00	81075.00	85071.00	87010.00	88593.00

## **ARTICLE VIII. PAY PERIODS**

Beginning September 1, 2022, all staff will be paid in twenty-four (24) installments. Payment shall be received through electronic transfer and will be issued the 5th and 20th of each month. If either of these dates occurs on a weekend or a bank holiday, checks will be issued on the closest business day either prior to or after the 5<sup>th</sup> or 20<sup>th</sup>.

## **ARTICLE IX. STRS PICK-UP**

The Board shall designate each employee's mandatory contributions to the State Teachers' Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory STRS contributions which has been designated as "picked-up" by the Board, and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "picked-up", nor is the Board's total contribution to the STRS increased thereby.

The Board of Education will pay 2% pick up on the pick up.

## **ARTICLE X. PAYROLL DEDUCTIONS**

### **A. Payroll Deduction Calculation:**

A deduct day is calculated by dividing the base salary by 183. If an employee is docked and they are not under FMLA leave, then they are required to pay 100% of their insurances (excluding life) for that day. Calculation is as follows: Annual premiums \*12 months/# of days in employee's base contract \* # of days docked. Premium shall be paid through payroll deduction, if applicable. Supplemental contracts are not included as part of the base salary.

### **B. Other Payroll Deductions:**

The Board, through the Treasurer's office, will provide for the following deductions:

- Dues for membership in the Association and its affiliated organizations
- Tax-sheltered Annuities

The above deductions will be averaged in equal amounts throughout the remaining pays in the contractual year. Upon receipt of written notification to the treasurer, payroll deduction will begin by the next calendar month.

Additional deductions must be authorized by the Board.



## ARTICLE XI. SUPPLEMENTAL SALARY SCHEDULE

Supplemental	Experience 0-2	Experience 3-5	Experience 6-8	Experience 9-11	Experience 12-20	Experience 21+
Head Football	17.00%	17.50%	18.00%	19.00%	20.00%	21.00%
Assistant Football	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Football	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Football	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Football	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Football	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Football	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
8th Grade Football	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
8th Grade Football	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7th Grade Football	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7th Grade Football	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
Head Cross Country	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Assistant Cross Country	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%
7-8th Grade Cross Country	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%
Head Golf (Boys)	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Head Golf (Girls)	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Head Soccer (Boys)	11.5%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Soccer (Boys)	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Head Soccer (Girls)	11.5%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Soccer (Girls)	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Head Tennis (Girls)	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Head Tennis (Boys)	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Head Volleyball	17.00%	17.50%	18.00%	19.00%	20.00%	21.00%
Assistant Volleyball	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
9th Grade Volleyball	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
8th Grade Volleyball	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7th Grade Volleyball	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
Head Basketball (Boys)	17.00%	17.50%	18.00%	19.00%	20.00%	21.00%
Assistant Basketball	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Basketball	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
9th Grade Basketball	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
8th Grade Basketball	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7th Grade Basketball	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
Head Basketball (Girls)	17.00%	17.50%	18.00%	19.00%	20.00%	21.00%
Assistant Basketball	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Basketball	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
9th Grade Basketball	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
8th Grade Basketball	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7th Grade Basketball	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
Head Wrestling	17.00%	17.50%	18.00%	19.00%	20.00%	21.00%
Assistant Wrestling	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Wrestling	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%

7-8th Grade Wrestling	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7-8th Grade Wrestling	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
Head Baseball	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Baseball	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Assistant Baseball	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
9th Grade Baseball	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Head Softball	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Softball	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Assistant Softball	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Head Track	11.50%	12.00%	12.50%	13.00%	13.50%	14.00%
Assistant Track	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Assistant Track	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Assistant Track	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
7-8th Grade Track	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7-8th Grade Track	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7-8th Grade Track	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7-8th Grade Track	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
7-8th Athletic Director	10.00%	10.50%	11.00%	11.50%	12.00%	12.50%
Accompanist	11.75%	12.00%	12.25%	12.50%	12.75%	13.00%
Art Club	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Arts & Art Show 1	0.75%	1.00%	1.25%	1.50%	2.00%	2.25%
Arts & Art Show 1	0.75%	1.00%	1.25%	1.50%	2.00%	2.25%
Arts & Art Show 1	0.75%	1.00%	1.25%	1.50%	2.00%	2.25%
JH Band Director	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%
JH Assistant Band Director	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Cheerleader Adv. 9th	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%
Cheerleader Adv. JH	5.75%	6.00%	6.25%	6.50%	6.75%	7.00%
Industrial Arts (Open and Close)	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%
Industrial Arts (Open and Close)	3.50%	3.75%	4.00%	4.25%	4.50%	4.75%
Elem. Musical (Spring)	1.25%	1.50%	1.75%	2.00%	2.25%	2.50%
Elem. Memory Book	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
Faculty Manager	4.75%	5.00%	5.25%	5.50%	5.75%	6.00%
Foreign Lang. Club -1	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Foreign Lang. Club -1	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
JH Trip Coordinator	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Intramural Director -1	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Intramural Director -1	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Junior Class Advisor	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%
Junior Class Advisor	2.25%	2.50%	2.75%	3.00%	3.25%	3.50%
LPDC - Chair (Administrator)	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%
LPDC - (Administrator)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
LPDC - (Elementary)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
LPDC - (Middle School)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
LPDC - (High School)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Marching Band Assist.	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%
Mock Trial Advisor	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%

Musical Director Assistant	4.75%	5.00%	5.25%	5.50%	5.75%	6.00%
Musical Assistant	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
Musical Assistant	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
NHS 1	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Quiz Team HS	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Quiz Team MS	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Odyssey of the Mind (per team)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
STEM Club	0.75%	1.00%	1.25%	1.50%	1.75%	2.00%
Student Council HS 1	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Student Council HS 1	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Student Council JH	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
Varsity A Club Advisor	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
Yearbook HS	3.75%	4.00%	4.25%	4.50%	4.75%	5.00%
Yearbook JH	2.75%	3.00%	3.25%	3.50%	3.75%	4.00%
SLO Committee (Administrator)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
SLO Committee (Administrator)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
SLO Committee (Elementary)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
SLO Committee (Middle School)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
SLO Committee (High School)	1.50%	1.75%	2.00%	2.25%	2.50%	2.75%
Band Director	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%
Cheerleading - Football	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%
Cheerleading - Basketball	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%
Choir Director	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%
Concessions Manager HS Fall	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Concessions Manager HS Winter	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
Concessions Manager Assistant HS	4.75%	5.00%	5.25%	5.50%	5.75%	6.00%
Concessions Manager JH	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%
Musical Director	9.00%	9.50%	10.00%	10.50%	11.00%	11.50%
School Play Director	6.50%	7.00%	7.50%	8.00%	8.50%	9.00%
IBS (Administrator)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
IBS (Administrator)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
IBS (Elementary)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
IBS (Elementary)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
IBS (Elementary)	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%
FCCLA	1.75%	2.00%	2.25%	2.50%	2.75%	3.00%

1. Each Head Varsity Coach shall receive an annual \$150 stipend for out of season work paid in five equal pays over the season.
2. Coaching experience is total paid years school related coaching at any level in that sport.
3. Extracurricular Activities Bus Driving (Coaches, Club/Organization Advisors) / Driving time payment is 3.0 hours (See ROP 1994 & 2000)
4. Any employee interested in any supplemental positions should send a letter of interest along with qualifications to the Building Principal or Athletic Director by April 1.

5. In the event a supplemental is not awarded to an internal candidate, a specific written reason will be provided to the requesting employee by the Superintendent or designee.

## **ARTICLE XII. SUPPLEMENTAL/SPECIAL SERVICE CONTRACTS**

### **A. Assignment to Coaching Positions:**

The Archbold Board of Education desires to have qualified personnel in all coaching positions. Appointments will be made after consulting with the building administrator and head coach, considering applicants in the following order:

- I. Current certificated faculty
- II. Other certificated applicants
- III. Non-certificated applicants

The Archbold Board of Education will confirm all coaching assignments. (See ROP 2000)

### **B. Renewal of Supplemental Contracts:**

The Board will approve one-year supplemental contracts on the following schedule:

1. All supplemental head coaching contracts for the upcoming fall sports season will be approved by the Board at the February regular board meeting.
2. All supplemental head coaching contracts for the upcoming winter season will be approved by the Board at the May regular board meeting.
3. All co-curricular/special service supplemental contracts for the upcoming school year will be approved by the Board at the May regular board meeting.
4. All supplemental head coaching contracts for the upcoming spring season will be approved by the Board at the September regular board meeting.

It is understood that there may be occasions where the above timeline is not feasible and the parties understand that efforts will be made to follow the above schedule where possible.

### **C. Complaints Against Individuals who have Supplemental/Special Service Contracts:**

Any person who wishes to register a complaint about a coach/advisor to a Board member or an administrator shall be required to first contact the building Principal/Superintendent. The Principal/Superintendent shall urge the complainant to discuss the complaint with the coach/advisor involved.

However, the Principal/Superintendent may first discuss and attempt to resolve the situation with the complainant. If this does not resolve the situation, the coach/advisor will be notified of the complaint and given the opportunity to resolve the complaint with the complainant.

No person may be reprimanded, penalized, appraised adversely, or otherwise administratively directed as a result of any such complaint unless the complaint has been reduced to writing and discussed with the coach/advisor within 10 working days by the Principal/Superintendent. Association representation will be permitted at each meeting with the Principal/Superintendent.

### **ARTICLE XIII. EXTENDED DAYS**

Extended day contracts may be assigned for work outside of the regular contract day. Days may be granted at the discretion of the Superintendent.

### **ARTICLE XIV. SEVERANCE PAY**

#### **A. Severance:**

Pursuant to Section 143.261 Ohio Revised Code and Section 3319.141 Ohio Revised Code as amended, the Board of Education of the Archbold Area Local School District shall pay a severance stipend to any retiring employee with ten or more years of service in the public schools, who retires from active public service under the provisions of the appropriate public employee's retirement system. "Retirement" herein shall be defined as actual retirement from public service with appropriate eligibility for retirement benefits under either the State Teachers' Retirement System or the Public School Employee's Retirement System.

Payment will be calculated as follows:

Maximum payment shall be for (51.25) days. Payment shall be based on 1/4 of the accrued but unused sick leave credit up to two hundred and five (205) days. Such payment will be the per diem rate at time of retirement times the number of days due. Per diem rate will be defined as the teacher's base salary and portion of STRS payment made by the Board of Education on behalf of the teacher.

All certificated employees who earn sick leave are eligible to receive payments providing they have ten (10) or more years of service with the public schools at the time they elect to retire.

Such payment shall be made only once to any employee. Any benefits paid to an employee hereunder shall eliminate all accrued sick leave credit for said employee.

Retirees must apply for benefits with the appropriate Public Retirement System within six months after leaving the employ of the Archbold Area Schools.

Payments will be issued under one of the following guidelines:

1. In the calendar year following application.
2. In December following retirement for those choosing to tax shelter any portion of payment.

Medical and dental benefits will terminate upon the last date of official employment with Archbold Area Schools. (See ROP 1997 & 2000)

**B. Retirement Incentive:**

In order to qualify for the retirement incentive, a teacher must submit their retirement notification to the Superintendent in writing by March 1 of any year they are eligible for lifetime actuarially reduced benefits or the first year they are eligible for lifetime unreduced benefits under STRS guidelines, at which time the vacancy will be posted. Should extenuating circumstances arise after the March 1 notification deadline and the teacher decides he/she would like to retire, the teacher may submit a request in writing to the Board of Education for consideration. If the teacher chooses not to exercise this option, the teacher will receive the regular severance payment.

All certificated employees who earn sick leave are eligible to receive payments providing they have ten (10) or more years of service with the public schools at the time they elect to retire.

Maximum payment shall be for up to (70.5) days. Payment shall be based on 30% of the accrued but unused sick leave credit up to two hundred and thirty-five (235) days. Such payment will be at the per diem rate at time of retirement times the number of days due. Per diem rate will be defined as the teacher's base salary and portion of STRS payment made by the Board of Education on behalf of the teacher.

Retirees must apply for benefits with the appropriate Public Retirement System within six months after leaving the employment of the Archbold Area Schools.

Payments will be issued under one of the following guidelines:

1. In the calendar year following application.
2. In December following retirement for those choosing to tax shelter any portion of payment.

Medical and dental benefits will terminate upon the last date of official employment with Archbold Area Schools. (See ROP 1997 & 2000)

**ARTICLE XV. FRINGE BENEFITS**

**A. Health Insurance:**

The following provisions shall commence January 1, 2017:

The Board shall provide Access Plus 1-A (AC1A) health insurance coverage or the option of the High Deductible Health Plan (HDHP) coverage (all as available from the Northern Buckeye Health Plan) at the discretion of the employee. The employee will pay a portion of the premium each year. The premium portion paid by the employee may be a pre-tax contribution. The Board will pay an amount not greater than 84% of the cost of AC1A and the employee shall pay the balance. The Board will pay an amount not greater than 90% of the cost of the High Deductible Health Plan (HDHP) and the employee shall pay the balance.

If an employee elects to enroll in the HDHP, the Board will make contributions to a Health Savings Account (HSA), in the following manner:

<u>Family Plan:</u>	<u>Single Plan:</u>
Annually- \$2,000	Annually -\$850

For employees who are hired after the enrollment period, their deposits will be pro-rated.

The Board will make a deposit into the employee’s HSA account the second pay period in January (80%) of total dollars for the applicable year, and a second deposit of (20%) will be made the second pay period in August as long as the individual is still under the employment of the district.

In the event that a husband and wife are both employed by the Board, the Board shall provide either one single plan for each employee or one family plan for the two of them. The employees shall decide which option they wish the Board to provide.

<u>Plan</u>	<u>Employee Contribution</u>
Access+1A	16% of monthly premium
High Deductible Health Plan	10% of monthly premium
Basic Plan	10% of monthly premium

Spousal limitation applies to both plans offered by the Board of Education.

Any eligible employee opting out of the district-provided medical insurance shall have the cost of the annual district-provided health screening (Biometric Screening) reimbursed. The employee shall make such request for reimbursement to the Superintendent or designee within 60 days of the screening.

An eligible certified employee is any half-time (50%) to full-time teacher. If the employee is eligible for insurance benefits, the Board pays a pro-rated amount based on the percentage of the day the employee works. (See ROP 2006)

**B. Life Insurance:**

Teachers employed half-time or more per week are provided \$40,000 term life insurance paid by the Board. (See ROP 2003)

**C. Workers' Compensation:**

Coverage for employment related accidents are provided by the Ohio Workmen's Compensation law.

**D. Dental Insurance:**

Dental insurance selected by the Board is provided for single or family plan coverage. The employee will pay \$5.00 per month toward the full-time employee rate. Full-time teachers are eligible for coverage. The Board will pay fifty percent (50%) of the premium for teachers employed half-time or more, but less than full time.

**E. Vision Insurance:**

A single or family vision insurance plan will be available to all eligible certified employees. The employee portion of the premium will be 50% of the yearly cost for their selected level of coverage. (See ROP 2000)

**ARTICLE XVI. PROFESSIONAL GROWTH--TUITION**

The Board will reimburse tuition to all bargaining unit members employed under a regular teaching contract. New teachers to the district will be eligible for tuition reimbursement the October following their first year of employment. The request must be for graduate college work related to the field of education, up to a maximum of 6 semester hours per semester during the school year and (15) semester hours per calendar year. Teacher must earn a grade of Pass, A, B, or C. The teacher is responsible to verify the college they are using meets the Ohio Department of Education's approved list for licensure/certification. (See ROP 1993, 2000, 2003, 2006, 2010, 2013, 2019)

The Board will provide a maximum tuition reimbursement fund of \$40,000 annually. The total amount of the fund will be distributed on a pro rata basis with no employee receiving more than 80% reimbursement each school year. Employees will be responsible for at least 20% of their tuition expenses.

The participant must provide grade slips or transcripts and itemized proof of payment by September 30, unless transcripts are still pending in which case teacher should notify the superintendent. Reimbursement will be paid in October following the year of eligible reimbursement.



When any bargaining unit member resigns from district employment for reasons other than retirement, said employee will be required to repay Archbold Area Local Schools for any tuition reimbursements paid to that employee within the preceding four years per the following schedule:

- 100% for any tuition reimbursement less than 1 year old.
- 75% for any tuition reimbursement less than 2 years old.
- 50% for any tuition reimbursement less than 3 years old.
- 25% for any tuition reimbursement less than 4 years old.

Should the bargaining unit member fail to make such payment, the Board may attach and withhold any wages or salary due to the teacher in order to collect such repayment. It will be the Archbold Area Local School District's responsibility to collect the repayment. Special consideration to waive the requirement to repay the Archbold Areas Schools could be given by the Superintendent if a teacher has cause to leave the District beyond the control or intent of the teacher. (For example: spouse's relocation outside of the area.)

In the event that expenses exceed the maximum tuition fund specified herein, the reimbursement under this article will be dispensed to individual teachers in proportion to the total number of dollars each has spent.

## **ARTICLE XVII. VACANCIES, TRANSFERS, RESIGNMENTS, HIRING RETIRED TEACHERS**

### **A. Vacancies:**

For the purpose of this agreement, a vacancy occurs whenever one of the following exists:

1. A new bargaining unit position occurs.
2. A current position will be open for at least a semester or more.
3. When an employee dies, resigns, retires, is terminated, accepts an administrative position, is non-renewed for reasons other than (RIF), or an employee takes a leave of absence which, based on available information, is expected to equal or exceed one semester.
4. A vacancy may also be created if a reassignment occurs and the District intends to fill the vacated position.

Vacancies will be posted via employee email. Responses expressing interest must be received by the party designated within the posted three working days. After such time, vacancies may be posted to outside applicants. Vacancy announcements between May 1 through the beginning of the following school year may be posted via employee email and posted to outside applicants simultaneously for at least three (3) working days. Responses expressing interest must be received upon terms of vacancy announcement.

Internal postings are not necessary if current staff members do not hold the required credentials.

### **B. Transfers:**

Teachers may request to transfer from one assignment to another by filing a request to transfer with the Superintendent by May 1. A request to transfer remains current for a period of one year (expires April 30 of the following year). In the event a transfer request is not granted, a conference and specific written reasons will be provided to the requesting teacher by the Superintendent or designee. In filling vacancies, the Superintendent will consider what is in the best interest of the students and the school district, the teacher's qualifications (including, but not limited to certification, teaching methods, subject area knowledge, and past three years of formal and informal evaluations), and seniority in the district. The final decision for filling the vacancy rests with the Superintendent.

It is agreed that transfer requests shall not be considered for the purposes of displacing or "bumping" existing staff from a currently held position.

### **C. Reassignments:**

When reassignment is being considered a conference will be held with the teacher by the Superintendent or designee. Prior to the implementation, the teacher will be given written reason(s) for the reassignment. In making reassignments, consideration will be given to what is in the best interest of the students and the school district, the teacher's qualifications (including, but not limited to certification, teaching methods, subject area knowledge, and past three years of formal and informal evaluations), and seniority in the district. The final decision for reassignment rests with the Superintendent.

Notification of reassignment will take place prior to the end of the school year except in cases of death, resignation, retirement, or similar situations. (See ROP 2010)

### **D. Hiring Retired Teachers:**

A teacher retired under STRS or any other state retirement system may be re-employed ("re-employed teacher") under the following conditions:

1. There shall not be any expectation that any retiree, whether formerly an employee of the Archbold School District or not, will be offered employment after retirement. The Board reserves the right to offer or not offer such employment based upon the needs of the school district with no reason being given for declining to offer such employment to anyone.
2. The Board reserves the right to determine the experience level step of the retiree based upon the needs of the district. However, the re-employed teacher will start with a salary schedule placement experience step of no less than 5 years of experience and full education credit on the columns. Thereafter, if the retiree is rehired, each year rehired, there shall be advancement of one step on the salary schedule. To the extent this provision may be in conflict with ORC 3317, this

language shall supersede and replace those sections of law with which it may be in conflict.

3. The employee at the district's cost may purchase dental, life, or vision insurance. For reimbursement of the single coverage expense, the employee must provide proof of such expense. If a re-employed teacher is not eligible for STRS insurance and the spouse does not have insurance available, the Board will provide single coverage for such employee. If the employee is thus covered by Board insurance, the employee may pay the difference between the single and family coverage to provide family coverage. Dental, vision and life insurance may be purchased by the employee at the Board's cost.
4. The contract of employment will be a limited contract regardless of the status prior to retirement. The re-employed teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the District. Re-employment is entirely at the discretion of the Board and this decision is not subject to the grievance procedure or ORC 3319.11 and 3319.111. Each one-year contract will automatically expire upon the completion of the school year without any formal action on the part of the district to non-renew. If the Board determines to employ such bargaining unit member for a succeeding school year, the Board will notify the employee by April 15. Such employees may not apply for in-house posting of vacancies and shall have no bumping rights and shall have no seniority rights.
5. Re-employed teachers are part of the bargaining unit.
6. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment. There shall be no transfer of sick days from previous employment prior to retirement, but accumulation may occur in years of subsequent re-employment.
7. Re-employed teachers are not eligible to participate in any retirement incentive program or severance pay program since they are already retired.
8. All current staff shall have transfer preference in vacancies prior to a retiree being hired for any position. Retirees shall be considered as outside candidates.
9. Teachers hired under this provision are not eligible to participate in the tuition reimbursement plan.
10. Re-employed teachers shall have all other rights and benefits of the contract and employment other than those specifically exempted herein. (See ROP 2003)

## **ARTICLE XVIII. LAYOFF AND RECALL**

### **A. Authority to Institute Layoff:**

When by reason of decreased enrollment, the return to work of teachers after leaves of absences, or any other reason including the lack of funds or other financial conditions, or the suspension of schools or territorial changes reducing pupil enrollment, the Board decides that it will be necessary to reduce the number of teachers employed in the District, a reasonable reduction may be made.

### **B. Consultation with Association:**

Prior to the initiation of any layoff, the Board will advise the Association of its intent to engage in a reduction in force and afford the Association the opportunity to make recommendations to the Board as to ways in which layoffs may be averted entirely or the effects of layoffs mitigated.

### **C. Implementation and Order of Layoff:**

Reduction in the work force shall occur first through attrition due to retirement, resignation, and leaves of absences. If further reductions are required, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

The Board shall consider the most recent formal evaluations that have been conducted on teachers who may be subject to a Reduction in Force for purposes of making any reductions. All evaluations resulting in rating levels of Accomplished and Skilled shall be deemed comparable; all evaluations resulting in rating levels of Developing shall be deemed comparable; and all evaluations resulting in rating levels of Ineffective shall be deemed comparable, as the term “comparable” is defined in ORC 3319.17.

Any member holding a position in an area being reduced shall be permitted to displace the least senior member in an area of certification held by the reduced member when the evaluations are considered “comparable.”

The member who displaces another staff member may be required to complete additional professional development as determined by the administration.

#### **D. Seniority and Certification:**

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

All teachers having a continuing contract shall be placed higher on the seniority list than those teachers who do not. After this is done, seniority shall be determined by the length of continuous service in the school system. (Part-time teachers shall receive prorated service credit, i.e., 1/2 time equal 1/2 year service.) Among those with the same length of continuous service, seniority shall be determined by and in order of preference:

1. The teacher with the greatest number of total years in teaching; and then by;
2. The teacher having the greatest number of hours of course work taken in his/her subject area since the date of hire; and then by;
3. The date of the Board meeting in which the teacher was hired; and then by;
4. An agreed upon method in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this contract. However, once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a teacher, who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

#### **E. Recall:**

Teachers on the reduction in force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are or have become certified before any permanent teacher is hired. The teacher shall have two (2) workdays in which to notify the Board of the teacher's acceptance of the offered employment. In the event that a reduction in force occurs pursuant to this provision which results in the reduction of five (5) or more members, and the Board decides to recall any of the members affected by this specific reduction in force, then each member shall be returned to their original position, should they accept the recall. Affected member includes any person placed on the recall list by virtue of the specific reduction in force, any member reduced in force due to the exercise of displacement rights by a more senior member, or any person who exercised displacement rights and is still in the employ of the board.

In the event any vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher and the Association President by certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

A teacher who has been laid off shall remain on the reduction in force list until he or she is recalled or until he or she makes a written request to the Superintendent to be removed from the list. Teachers shall remain on the recall list for a period of two (2) years.

If a teacher on the reduction in force list is offered a full-time vacant position for which he/she is qualified and refuses that position, then in that event, the Board's obligation to the teacher shall cease and the teacher's employment with the Board shall terminate and his/her name shall be removed from the recall list.

Nothing in this section shall prevent the Board from exercising its right under Section 3319.11, Ohio Revised Code.

Teachers whose contract(s) are suspended shall be given preference when substitute teachers are employed.

The provisions of this Article are intended to supersede the conflicting provisions of Ohio Revised Code section 3319.17.

## **ARTICLE XIX. LEAVES**

### **A. Leave of Absence:**

A leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which a written request has been made and for which formal approval has been granted by the Board. The Board must grant such leave where illness or other disability is the reason of request. Without request the Board may grant a similar physical or mental disability. (R.C. 3319.14)

An employee of the Archbold Board of Education may be granted a leave of absence for the following reasons:

- a) Personal illness
- b) Disability
- c) Military service
- d) Educational or professional service
- e) Maternity or paternity

Personnel returning from a leave of absence will be assigned in accordance with provisions of the Revised Code 3319.14.

### **B. Professional Leave Policy:**

Teachers in the Archbold School System are permitted release time with full pay to attend workshops, conferences, and visitations to other schools. Registration and travel expenses are reimbursed by the District per IRS guidelines. Teachers are expected to turn in receipts for all expenditures. Receipts will be reviewed and amounts in excess of the board policy may require verification that the expenditure is appropriate. Meal reimbursements will be granted per IRS guidelines. Professional leave requests must come through the building principal to the Superintendent, who will determine if the

request is reasonable and of value to the school system. If granted, a qualified substitute will be used during the teacher's absence. Each teacher may be limited to six teacher-requested professional leave days per year based upon available funding.

Professional leave for extracurricular purposes will be charged against the six days unless the teacher is supervising students who are participating in the event.

If a request is denied, the teacher can make a written request for a written explanation of the denial. A written response will then be provided by the building principal/administrator.

The Board will provide six (6) Association leave days for purposes of attending the OEA RA's. (See ROP 2013)

### **C. Extended Leave:**

The Archbold Board of Education will grant to each full-time teacher who has taught in the Archbold District for at least four years the right to return to a position for which he/she is certified. Leaves that exceed one year in length may be granted the right to return to a position for which he/she is certified.

Upon receiving written application, the Board of Education will grant a one-year leave of absence when time off is taken to return to college to further his/her training, or to become an exchange teacher. At the conclusion of the first year, an additional year may be considered upon presenting circumstances warranting the request for additional time. (See ROP 2000 and 2013)

### **D. Jury Duty/Court Appearance:**

A Board of Education is required to pay a full-time employee the difference between such employee's regular compensation and the remuneration received for serving as a juror or subpoenaed court appearance. Compensation for jury duty only, shall be forwarded to the Treasurer of the District upon receipt.

### **E. Parental Leave:**

The Board shall grant parental leave in accordance with the Federal Family Medical Leave Authorization (FMLA) provisions. The leave shall be for a period of one calendar year; although it may be longer or shorter by mutual consent.

Upon return to service at the expiration of such leave the bargaining unit member shall resume the contract status, which he/she held prior to such leave. Upon return from approved parental leave the bargaining unit member shall be entitled to a substantially equivalent position for which he/she holds valid unexpired certification. (See ROP 1997)

#### **1. Maternity/Adoption Leave:**

Any bargaining unit member for reasons of the birth of her child or the adoption of her child may use accumulated sick leave. Upon application, sick leave shall be

granted for a total of 6 calendar weeks from date of delivery or adoption for childcare.

Sick leave as authorized under this section shall not exceed the number of accumulated and unused leave days to the credit of the certified staff member and earned during the period of such leave.

Any certified staff member whose accumulated sick leave days are insufficient to cover the period of leave as set forth, shall be granted an interim leave for the birth of her child or the adoption of her child without pay for the period of 6 calendar weeks from date of delivery/adoption.

## **2. Paternity/Adoption Leave:**

Any bargaining unit member for reasons of the birth of his child or the adoption of his child may use accumulated sick leave. Upon application, sick leave shall be granted for a total of one (1) calendar week from date of delivery or adoption for childcare.

Sick leave as authorized under this section shall not exceed the number of accumulated and unused leave days to the credit of the certified staff member and earned during the period of such leave.

Any certified staff member whose accumulated sick leave days are insufficient to cover the period of leave as set forth, shall be granted an interim leave for the birth of his child or the adoption of his child without pay for the period of 1 calendar week from date of delivery/adoption.

## **F. Sick Leave:**

### *Immediate Family:*

Immediate family is defined as employee, spouse, children, parents, grandparents, grandchildren, siblings, mothers/fathers-in-law, sons/daughters-in-law, and a person being cared for in the household.

Sick leave at the rate of fifteen (15) days per year accumulative to a total of two hundred thirty-five (235) days is granted each full-time employee at full pay. (See ROP 2010)

### *Extended Family:*

Extended family is any family member beyond the immediate family member definition. (See ROP 2006)



Sick leave shall be interpreted to include the following:

- a. Personal illness of the employee.
- b. Death of a member of the immediate family (from date of death until one (1) day after the funeral) unless extended upon approval of the Superintendent.
- c. Absence not to exceed one day to attend the funeral of an extended family member. If additional time is needed for an extended family member bereavement, personal days must be used first until they are exhausted at such time a deduction at the substitute rate of pay will be made for additional day(s) for bereavement of extended family member.
- d. Request for absence not to exceed one (1) day to attend the funeral of a friend or colleague will be granted upon approval of Superintendent.
- e. Absences for any illness or required medical care in the immediate family should not exceed three days, unless extended upon approval of the Superintendent. Any employee of the Board of Education who is absent more than three (3) consecutive days and who applies the same to their sick leave must present a doctor's statement to the Superintendent indicating that the absence was due to illness, if requested by the Board to do so.
- f. Absence from professional meetings may be charged to sick leave upon a physician's recommendation or verification of illness.

Teacher absence, which exceeding the provisions of the above, shall result in a deduct day. (See description of deduction of payroll enumerated later in this bargaining agreement.)

A teacher shall be counted absent in one-quarter day increments. (See ROP 2006 and 2013)

#### **G. Catastrophic Sick Leave Bank**

1. A Catastrophic Sick Leave Bank (CSLB) will be established in the 2010-2011 school year.
2. Any employee under a certified teaching contract may voluntarily join the CSLB. Long-term substitutes are not eligible.
3. Any employee under a certified teaching contract may contribute one (1) sick day to the CSLB.
4. Any employee under a certified teaching contract may contribute one (1) personal day to the CSLB.
5. All contributions to the CSLB must be made on the CSLB contribution form and submitted to the treasurer. For the first year of the CSLB, the enrollment period

will be August 1 through August 30, 2010. The enrollment period thereafter will be January 1 through February 1 of each year of the contract.

6. When the CSLB contains less than 100 days eligible CSLB participants will be notified in writing and open contribution/enrollment period will be determined by the AEA Executive Committee.
7. Days contributed to the CSLB will be deducted and reflected on the first payroll in March.
8. Once a sick day has been contributed to the CSLB, it cannot be returned to the eligible participant.
9. The CSLB will be administered by a committee composed of AEA President, (1) member of the AEA Executive Committee, the Superintendent of schools, and the Treasurer.
10. Any employee under a certified teaching contract who has contributed a day to the sick bank, is eligible to request days from the CSLB if he/she meets the following criteria:
  - a. All the eligible participant's sick leave has been exhausted.
  - b. The eligible participant's absence is due to personal catastrophic illness, accident resulting in recovery from long-term injuries, or the catastrophic illness/accident of a spouse or dependent child still living at home.
  - c. The eligible participant has submitted the written medical verification of the condition and the expected recovery period.
  - d. The eligible participant is not receiving any form of workman's compensation or disability.
  - e. The CSLB Committee has the discretion to consider other unusual catastrophic leave requests.
11. Any eligible participant may request no more than 30 days from the CSLB during one school year.
12. Decisions of the Sick Leave Bank Committee will be final and are not eligible for the grievance process.
13. All records will be kept confidential and will not affect the eligible participant's status in the group health insurance.

#### **H. Personal Leave:**

A maximum of three (3) days of leave with pay is granted to each full-time teaching employee in the Archbold School System. The days are earned by accumulating sick leave; one (1) day for 0-45 days of sick leave, two (2) days for 46-119 days of sick leave, three (3) days for over 120 days of sick leave. The number of personal leave days earned each year will be based on the accumulated sick leave at the conclusion of the preceding year.

Once staff have accumulated 180 sick leave days at the conclusion of a school year, the staff member will receive three (3) personal leave days annually for the duration of their employment.

Staff with accumulated sick leave less than 150 days are permitted to convert personal leave days not used during the school year to compensation at the end of the year at the approved substitute teacher per day amount upon request of the teacher. This will be paid in June. The form requesting payment must be submitted by the last student day.

Staff with accumulated sick leave of at or over 150 days are permitted to:

1. roll personal days over into the following year, not to exceed a maximum of five (5) days in any school year.

AND/OR

2. convert personal leave days not used during the school year to compensation at the end of the year at the base pay per diem (BA/0) rate upon request of the teacher. This will be paid in June. The form requesting payment must be submitted by the last student day.

Administration has the option to close any day to personal leave based on the number of teachers absent in the district and the availability of substitutes.

### **1. Regular Personal Day**

- Regular personal leave will not be granted during the first seven (7) or last six (6) contracted days of the school year and may not precede or follow any scheduled holiday/vacation in the school calendar.
- Regular personal days cannot be used in conjunction with deduct days (dock) to extend a vacation/holiday provided in the school calendar.
- Regular Personal Leave may be granted during the first seven (7) and last six (6) contracted days of the school year if meeting the following exception(s):
  - Attending or traveling to a college or high school graduation of a member of the immediate family as defined in sick leave policy
  - A school event or an official ceremony involving the employee or member of the immediate family
  - Moving children to/from college or the military when time restraints mandate a specific date falling within the restricted period
  - Weddings
  - Required court appearances
  - The Superintendent may approve other items on a case-by-case basis

## **2. Qualified Personal Day(s)**

- Bargaining unit members are entitled to use one (1) of their regular personal days as a qualified personal day. This day may be taken anytime except during the first seven (7) or last six (6) contracted days of the school year.
- A teacher with 27 years' experience and 180 days of accumulated sick leave may use a second qualified personal day anytime except during the first seven (7) and last six (6) contracted days of the school year.
- Qualified personal day(s) may not precede or follow any other regular personal day.

## **ARTICLE XX. EVALUATION**

The Archbold Board of Education and the Archbold Education Association acknowledge that the overarching purpose of the teacher evaluation system is to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Teachers will be given a copy of any class visit or evaluation report prepared by their supervisors and will have a conference to discuss the report. No such report will be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. The teacher agrees to participate in conference(s) at a reasonable time.

Teacher evaluation will be conducted in accordance with Board adopted policy. If a need should arise for Teacher Evaluation Board policy to change, the AEA and Board/designee will form a committee to consider changes. The committee will develop consensus on these changes. Changes in policy may be due to state mandates.

All formal evaluation of the work performance will be conducted openly and with full knowledge of the teacher. (See ROP 1994, 1997, 2013)

## **ARTICLE XXI. NON-RENEWAL**

If the Superintendent intends to recommend non-renewal of a teacher to the Board, the teacher will be given notice of such intention by April 1, given an opportunity to meet with his/her principal and/or Superintendent and will be given oral reasons for the non-renewal recommendation. The Board will not non-renew a teacher for classroom performance in a year in which the teacher has not been evaluated.

Limited contract teachers who have been employed for three (3) or fewer years, and who were employed by the Board on or after July 1, 2013, shall be notified in writing by the Superintendent by April 1<sup>st</sup> that they will not be recommended to the Board for rehiring for the next school year. Prior to April 10<sup>th</sup>, and prior to Board action on their contract, such teachers will notify the Board of their intent to meet with the Board in executive session with representation or to decline this meeting. The Board must grant this request

and schedule the meeting by April 20<sup>th</sup> and prior to contract nonrenewal. Teachers whose contracts are non-renewed shall receive written notice from the Board not later than April 30.

This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. 3319.11, O.R.C. 3319.111, and O.R.C. 3319.112 and related statutes, and such teacher(s) shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11, or in any other legal forum, including the grievance procedure, or in any administrative procedure under law. (See ROP 2013)

## **ARTICLE XXII. COMPLAINTS AGAINST PROFESSIONAL STAFF MEMBERS**

Any person who wishes to register a complaint about a teacher to a Board member or an administrator shall be required to first contact the building principal/Superintendent. The Principal/Superintendent shall urge the complainant to discuss the complaint with the teacher involved.

However, the Principal/Superintendent may first discuss and attempt to resolve the situation with the complainant. If this does not resolve the situation, the teacher will be notified of the complaint and given the opportunity to resolve the complaint with the complainant.

No teacher may be reprimanded, penalized, appraised adversely, or otherwise administratively directed as a result of any such complaint unless the specific complaint(s) has/have been reduced to writing and discussed with the teacher within 10 working days by the Principal/Superintendent. Association representation will be permitted at each meeting with the Principal/Superintendent. (See ROP 2000)

## **ARTICLE XXIII. PROGRESSIVE DISCIPLINE**

### *Just Cause:*

For good and just cause, the administration may take disciplinary action against any bargaining unit member. The administration shall immediately notify a bargaining unit member whenever there is a reasonable belief that the District may be required by law to report any action, investigation or final disposition related to the discipline of a bargaining unit member to the Ohio Department of Education (ODE). The bargaining unit member will be notified if a report is submitted to ODE.

### *Steps of Progressive Discipline:*

The administration will use the following steps for progressive discipline:

- Step 1. Verbal reprimand
- Step 2. Written reprimand
- Step 3. Suspension with or without pay, not to exceed three (3) days
- Step 4. Suspension with or without pay, not to exceed five (5) days
- Step 5. Termination in accordance with O.R.C. 3319.16

Nothing herein shall preclude the administration from issuing more than one (1) oral or written reprimand. Based upon the severity of the situation, disciplinary action may warrant deviation from the above procedural order.

*Verbal Reprimand:*

Whenever possible, situations will be resolved with informal discussions between a bargaining unit member and an administrator.

*Administrative Conference:*

1. Administrative Conferences are required for Step 2 through Step 5 of the progressive discipline policy.
2. The Superintendent/designee shall conduct the Administrative Conference.
3. The bargaining unit member shall have the right to representation of their choosing.
4. The right to representation refers generally to Association representation. The inability of specific association representatives to attend the meeting will not unreasonably delay the meeting or subsequent disciplinary action.
5. If the bargaining unit member does not choose to have AEA or OEA representatives, either the Superintendent/designee will inform the AEA of the situation and of the date/time/location of the Administrative Conference. One (1) AEA or OEA observer may attend the meeting, with the bargaining unit member's permission.
6. At this conference the bargaining unit member shall have the right to know the allegations as well as the general evidence supporting the allegation.
7. The failure to present rebuttal testimony or other evidence at an Administrative Conference shall not be used against the bargaining unit member.

*Disciplinary Notification:*

After the Administrative Conference, the employee will be notified in writing within 3 working days the outcome of the administrative conference.

The employee retains the right to request a meeting with the administrator to discuss the outcome of the administrative conference.

*Termination:*

In the case of a serious infraction, progressive discipline may begin at any step. If any progressive discipline steps are skipped and termination is sought, termination will be in accordance with O.R.C. 3319.16.

*Right of Appeal:*

Following the appropriate administrator's determination of the need for discipline, the bargaining unit member shall have the right to appeal Step 2, Step 3 and Step 4 discipline through the grievance procedure of this Agreement. The grievance procedure cannot be used to appeal Step 5 discipline; the only Step 5 remedy is through O.R.C. 3319.16.

1. A grievance may be filed on the basis of unjust discipline as well as on violation of the process outlined in this agreement.
2. Should the bargaining unit member be supported in his/her position on the grievance, all records of such discipline shall be removed from all personnel and building files.

*Pay/Benefits:*

If the bargaining unit member does not grieve a suspension without pay or if he/she does grieve a suspension without pay and does not prevail in the grievance, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis. All benefits will continue in force during any suspension (except a Step 5 suspension, with or without pay).

*Administrative Assignments*

In the case of a serious concern the Superintendent or designee, may immediately assign a bargaining unit member to his/her home or alternative assignment prior to an Administrative Conference and a disciplinary hearing. In the event that disciplinary actions become necessary, an administrative assignment will adhere to the progressive discipline steps.

## **ARTICLE XXIV. GRIEVANCE PROCEDURE**

### **A. Construction:**

Nothing contained in this Article will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved, whenever possible, before the filing of a formal grievance and the parties encourage open communication between the Board and its teachers so that resort to the formal grievance procedure will not be necessary. Commencing with Step One of the grievance process the Association shall have the right to be present. Unless the parties enter into a written waiver to the contrary, Steps One and Two of the grievance procedure shall be pursued to completion before any application for arbitration may be made. In computing any time limit specified in this Article, Saturday, Sunday and holidays shall be excluded.

### **B. Scope:**

A grievance is an allegation or complaint that there has been a violation, misinterpretation or misapplication of the terms and conditions of this Agreement and/or Board policy contained in the Teacher's Handbook. No teacher shall be disciplined for participation in the grievance procedure.

### **C. Initiation:**

A grievance shall be initiated by serving written notice of it on the appropriate Board representative within twenty (20) days after the occurrence of the facts upon which it is

based or within twenty (20) days after the grievant knew or through the exercise of reasonable diligence should have known of the occurrence of the facts on which it is based. Individual teacher grievances shall be filed at Step One if the building principal has the authority to grant the relief sought. Grievances on behalf of teachers in more than one building and all Association grievances shall be initially filed at Step Two. The written notice of the grievance shall state the facts, upon which the grievance is based, the basis for the grievance and the relief and remedy sought.

- **STEP ONE:** The building principal shall schedule a Step One meeting and notify the Association and the grievant, if other than the Association, of the time and place of the meeting. The Step One meeting, unless extended by written agreement for a specified period, shall be completed within seven (7) days after the grievance is filed. Within five (5) days after the Step One meeting, the building principal shall provide the Association and the grievant, if other than the Association, with a written answer to the grievance.
- **STEP TWO:** If the Association or the grievant is not satisfied with the Step One answer to the grievance, it may be advanced to Step Two by filing written Notice of Appeal with the Superintendent within ten (10) days of the filing of the Step One answer. Grievances on behalf of teachers in more than one building and all Association grievances shall be initially filed at Step Two. Following receipt of a written Notice of Appeal from Step One or the appropriate initial filing of a grievance at Step Two, a Step Two hearing will be scheduled by the Superintendent or designee and will be completed within seven (7) days after the receipt of said Notice of Appeal or said grievance, unless the parties agree in writing to extend the time for such hearing for a specified period. The Superintendent or designee shall provide the Association and the grievant, if other than the Association, with a written answer to Step Two within five (5) days after the completion of the Step Two hearing.

#### **D. Arbitration:**

If the Association is not satisfied with the Step Two answer, it may, within thirty (30) days of the filing of the Step Two answer, advance the grievance to arbitration by giving simultaneous written notice of such appeal to the American Arbitration Association and the Superintendent. Upon receipt of the required notice of arbitration the Superintendent and the Association shall confer and attempt to agree upon the selection of an arbitrator and a procedural format for the arbitration proceeding. The procedural format shall be (a) the American Arbitration Association rules for voluntary labor arbitration or (b) the American Arbitration Association rules for expedited labor arbitration. If the parties cannot agree as to the procedural format to be followed within ten (10) days from the date the notice of appeal to arbitration was filed, the arbitration shall be conducted under the American Arbitration Association rules for voluntary labor arbitration. The arbitrator shall be selected according to the appropriate procedural format and in no case shall be selected more than ten (10) days after receipt by the parties of a list of arbitrators from the American Arbitration Association.



### **E. Arbitrator's Decision and Compensation:**

The Arbitrator will render his decision in writing thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him and his decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The Board and the Association will bear their own grievance process and arbitration expenses individually and shares the arbitrator's fee and expenses equally.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement and to Board policy contained in the Teacher's Handbook. The arbitrator shall have no authority to add to or to subtract from or in any way modify the terms and conditions of this Agreement or Board policy. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement and Board policy are contrary to law.

### **F. Jurisdictional Questions:**

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he determines that he has no jurisdiction, he shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

## **ARTICLE XXV. PERSONNEL FILES**

All teachers have the right to view their own personnel files in the Board of Education office and the office of the building principal excluding pre-employment records. Each teacher shall receive a copy of materials placed in his/her files in the office of the Board of Education and the building principals within five (5) working days of their inclusion in said file. All teachers shall have the opportunity to attach written comments to all materials placed in their files. Formal evaluation documents may be removed with the approval of the Superintendent.

Except for requests by the building administrator, General Administration, Counsel of the Board, and members of the Board, public records will be released upon proper request in accordance with the Ohio Revised Code. In all cases of public records requests, teachers will be notified of the request, and where possible, this notification will occur prior to the release of any documents although compliance with the law will take precedent with regards to all public records requests.

All teachers employed by the Archbold School District shall file the following credentials with the local Superintendent of Schools:

1. A complete transcript of all college credits.
2. A copy of their Ohio teaching certificate.
3. Record of unused sick leave transferred from another district in the State of Ohio.

## **ARTICLE XXVI. ACADEMIC FREEDOM**

Controversial subjects such as Communism, political parties, differing religious beliefs, racial problems and any others which may arise from time to time shall be discussed by pupils and teachers in a fair objective and unprejudiced manner. At no time shall any influence or pressure be exerted by any teachers in an effort to cause students to alter their basic beliefs or doctrines. Good, healthy discussion of such subjects may result in better understanding by all concerned.

## **ARTICLE XXVII. PUBLIC PERFORMANCES AND STAFF ADMISSION TO SCHOOL ACTIVITIES**

Admission to school sponsored activities - class plays, operettas, musicals, elementary programs, banquets, plus any other school sponsored events not mentioned, for which there may be a charge of admission, the following policy or policies shall be in effect governing the admission of staff.

Most of the school activities presented to the public are for the most part, staged to raise funds for the support of those and other activities such as band, vocal music, class plays, operettas, musicals, and elementary programs, none of which are totally self-supporting. Since the public and the staff who attend these activities do so by choice and for their own entertainment, they should pay admission charges on an equal basis.

The following exceptions shall be in effect:

Those who are directing or assisting with the direction and presentation of programs, musicals, operettas, and other events shall not pay an admission charge.

Those staff members who are assigned to specific duties such as ticket takers, ticket sellers, ushers, concession managers, and all other related duties as assigned by principals, play directors, activity sponsors, and others in charge of an activity, shall not pay an admission charge.

Any employee desiring an all-sport pass must do so by volunteering to work one event per school year as a ticket taker or usher. There will be no remuneration for those events. All employees working as timers, score keepers, announcers, chain crew, and line judges will be paid for their services at the approved rate from the athletic fund.

The above stated policy or policies may be modified for a single activity by the person or persons in charge of the activity. Written notice of such a change should be sent to all staff members. (See ROP 1993 pg. 4)

**ARTICLE XXVIII. ASSOCIATION RIGHTS**

The Association shall be permitted to use the Board's facilities, equipment and services if not in use for school purposes for the transaction of official Association business at reasonable times. The Association shall reimburse the Board for the cost of materials used by the Association. The Board will provide one bulletin board for the use of the Association in each building.

The rights granted to the Association pursuant to this Article will not be given to any labor organization competing with the Association for the right to represent the bargaining unit.

**ARTICLE XXIX. NEGOTIATIONS**

At least ninety (90) days before the expiration of this Agreement and at the request of either party to the Agreement the parties shall meet to negotiate the wages, hours, terms, and conditions of employment of members of the bargaining unit and the continuation, modification, or deletion of an existing provision of this Agreement. Said negotiations shall be governed by provisions of Section 4117.14 of the Ohio Revised Code.

**ARTICLE XXX. PROVISIONS CONTRARY TO LAW**

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, in a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



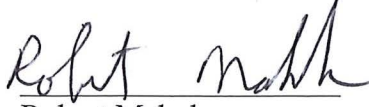






**ARTICLE XXXI. REOPENER**

A re-opener for other topics determined appropriate by the IBB team may result in the contract being reopened upon mutual agreement.

**ARTICLE XXXII. DURATION**

This Agreement will be effective from 12:01 a.m., August 1, 2022, to midnight, July 31, 2025.

Approved and in witness hereof: April 18, 2022

 Jayson Selgo	 Shawn Grime	 Robert Mahnke
 Karen Beck	 Tyson Stuckey	 Andrea Thiel
 Jason Bacik	 Royal Short	 Christine Ziegler

This Agreement was amended per Article VII and prior negotiation to reopen the Agreement for the purpose of negotiating the 2024-2025 salary. The amendments include a 3% raise on the base for 2024-2025 and the inclusion of the 2024-2025 Salary Index and Salary Schedule tables.

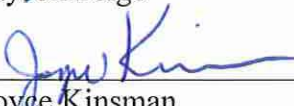
This Agreement will continue to be effective from 12:01 a.m., August 1, 2022, to midnight, July 31, 2025.

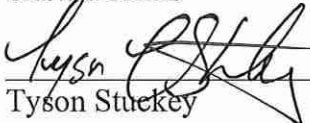
Approved and in witness hereof: January 8, 2024


  
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Jayson Selgo

  
\_\_\_\_\_  
Shawn Grime

  
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Allison Bentley

  
\_\_\_\_\_  
Joyce Kinsman

  
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Tyson Stuekey

  
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Jason Bacik