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# **MASTER AGREEMENT**

**BETWEEN**

**ASHTABULA AREA  
TEACHERS ASSOCIATION**

**AND**

**ASHTABULA AREA  
CITY SCHOOLS  
BOARD OF EDUCATION**

**AUGUST 1, 2012 – JULY 31, 2013**



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 AND  
 ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION  
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## ARTICLE I. ASSOCIATION RECOGNITION

### A. Recognition

The Ashtabula Area City School Board of Education, hereinafter "Board," hereby recognizes the Ashtabula Area Teachers' Association OEA/NEA, hereinafter "Association," as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in Section 4117.07 (G) of the Ohio Revised Code.

### B. Bargaining Unit Member

Bargaining unit members hereinafter shall mean all certificated/licensed, non-supervisory teachers employed by the Board of Education. The bargaining unit shall not include any personnel employed as management level personnel (superintendent, assistant superintendent, directors, principals, assistant principals), supervisors as defined in Revised Code, Chapter 4117.07 (J) or 4117.07 (K), casual employees or substitute employees that have not completed sixty one (61) consecutive days in the same position. Positions created after the execution of this agreement shall be classified and determined by SERB.

The following classifications shall exist for wages and fringe benefits for bargaining unit members:

1. Classroom Teachers

Employees who hold a standard limited or continuing contract as a teacher

2. Regular Hourly Employees

The bargaining unit shall include regular hourly employees. Regular hourly employees shall have all rights granted other bargaining unit members under this agreement, except as is specifically established for regular hourly employees. Regular hourly employees are paid an hourly rate, with a prorated fringe benefit scale. Regular hourly employees are employed only under a one-year limited contract.

3. Home instruction tutors and others who work on an as needed basis and paid on an hourly rate, are not included in the bargaining unit.

4. Hereinafter, employee(s) in the defined unit will be referred to as teacher(s) or bargaining unit member(s).

5. All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this agreement unless otherwise specified.

6. The Athletic Director shall be removed from the bargaining unit effective the 2006-07 school year. The Athletic Director, henceforth, shall be a certified administrator or have completed an advanced degree in Athletic Administration or a similar discipline.

## ARTICLE II. NEGOTIATIONS AGREEMENT

### A. Scope of Negotiations

The Board of Education, hereinafter referred to as the "Board," recognizes the Ashtabula Area Teachers' Association, hereinafter referred to as the "Association," for the purpose of arriving at an agreement on proposals concerning all matters pertaining to wages, hours, or terms and other conditions of employment.

### B. Negotiations, Meetings, and Procedures

No later than ninety (90) calendar days before the termination date of this Agreement, the Association or the Board shall notify the other in writing of a "Notice to Negotiate." Written notice from the Association shall be served on the Superintendent; and, written notice from the Board shall be addressed to the Association President. The party giving "notice" shall also serve a copy on the State Employment Relations Board (SERB).

No later than thirty (30) calendar days after receipt of such notice, an initial negotiations' meeting will be held. At this meeting, the parties shall submit in definitive writing all of its bargaining proposals to be considered for negotiations. Thereafter, neither party shall be entitled to submit new subject items for bargaining except with consent of the other party. The next bargaining session shall be held within seven (7) calendar days after the initial meeting at which proposals are exchanged, unless the parties agree to mutually extend the time period.

1. Each negotiating team shall be limited to seven (7) members or less.
2. Consultants may be used during negotiations if deemed advisable by either party.
3. Caucuses may be called by either party, and are not to exceed thirty (30) minutes. Other procedures for negotiating meetings (i.e., time, dates) shall be established by mutual agreement.
4. All negotiating sessions shall be closed to the general public. Unless mutually agreed otherwise, negotiating sessions will not be scheduled during the regular teacher workday. No news releases or statements relating to negotiations shall be made or given to the public or news media while negotiations are in process except when mutually agreed to by the parties. Any such release or statement shall be reduced to writing with each party receiving a copy of the statement prior to its release. The provisions of this paragraph of the Agreement regarding news releases or statements are negated when the Dispute Settlement Procedure is implemented by either party or a notice of intent to strike is filed.
5. All negotiating sessions shall be open to elected officers of the Association and members of the Board of Education as observers.

### **C. Agreement**

When a tentative agreement is reached between both teams on all articles, the Association team shall present the tentative agreement and recommend its approval by the membership.

After the Association and the Board ratify the tentative agreement, the agreement will be accepted by Board Resolution.

The President of the Association and the President of the Board shall sign and receive two copies of said agreement.

### **D. Dispute Settlement Procedure**

The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session. Either party may submit at any time prior to the expiration date of this Agreement, all unsettled issues in dispute to mediation with the Federal Mediation and Conciliation Service (FMCS) in Washington, D.C.

The parties agree that the aforementioned mediation process will constitute their exclusive settlement procedure; however, the Board acknowledges that the Association retains the right to strike under Section 4117.14 (D) (2), and nothing herein shall be construed to limit the Association's right to strike.

During and subsequent to submission of the ten (10) days notice, mediation shall be utilized by the parties.

### **E. Elementary and Secondary Education Act (ESEA)**

Any compliance with the Elementary and Secondary Education Act (ESEA) will not address issues of wages, hours, terms and other conditions of employment. Any compliance shall not alter, modify, violate, or supersede, except as mutually agreed in writing by AACS and the AATA, this collective bargaining agreement or any other formal or informal understanding, condition, or practice established between the parties.

AATA hereby acknowledges that any such mutual agreement shall not alter, interfere with, or abrogate the Board's responsibilities and duties to implement and comply with the requirements of ESEA.

## ARTICLE III. RIGHTS OF THE ASSOCIATION

### A. No Reprisals

The Board and the Association agree that a bargaining unit member shall have the right to organize, join, and support any education association. The Board and the Association agree that it will not discriminate or take reprisals against a bargaining unit member by reason of that bargaining unit member's:

1. Membership in the Association(s);
2. Participation in legal activities of the Association(s);
3. Participation in collective bargaining for the Association(s); and
4. Participation in a grievance arising from the interpretation of the "Master Contract."

### B. Mail Distribution

The Association or any of its committees and affiliates, thereof, shall be entitled to use the school mails, E-mail system consistent with Board policy including the Acceptable Use Policy and bargaining unit members' mail boxes for distribution of any materials unless it puts an undue hardship upon the administration.

### C. Use of School Facilities

The Association, or any of its committees and affiliates, thereof, shall be entitled to use facilities and equipment, with the permission of the Assistant Superintendent/ Operations Officer and/or building principal, when such facilities and/or equipment shall be used for Association(s) business only. Supplies necessary for the use of the equipment shall be furnished or paid for by the Association. When the custodian is on duty, the building may be utilized without cost to the Association. At all other times, the Association may use the building according to the regulations established by the Board of Education.

### D. Orientation Day Activities for Bargaining Unit Members

1. The Association President/designee and the Superintendent will discuss arrangements for opening-day activities.
2. Contract review meetings for all bargaining unit members will be held on the opening day of the school year. During orientation-day activities the Association President/designee will be provided ample time to discuss any pertinent issues with bargaining unit members.

### E. Association Meetings

Upon request, the building principal will grant permission for meetings outside the workday to be arranged in the building between the professional staff and the faculty representative or other officials of the Association. Also, upon request, Association announcements will be permitted to be made at the conclusion of the agenda of regular staff meetings.

Meetings may be held outside the instructional day at the discretion of the building principal.

#### **F. Association/Administration Communications**

1. Follow the "Chain of Communication" flowchart (refer to Flowchart – Appendix G).
2. Each building of the district will have a building leadership team. This team shall be comprised of volunteers made up of a cross-section of the teaching staff and the building stakeholders. The focus of the team will be to improve communication and share in decision making for the purpose of improving the educational process: may include but not limited to:
  - Liaison between staff and principal
  - Planning finances, scheduling, professional development
  - Continuous Improvement Plan
  - School Improvement
  - Support district goals at the building level through the Ohio Improvement Process
3. To facilitate communication, there will be an annual meeting with the AATA Executive Council, District/building supervisors, District/building administrators, and a member of the BOE by September 30. AACSE representatives may attend if they so choose.

The superintendent and the association representative will set the agenda.

#### **G. Board Agreement**

The Board agrees:

1. To extend to the Association all rights and privileges extended to the public;
2. To provide a resolutions packet to the Association President or designee at the same time Board members receive them. The President shall also receive a copy of the Board adopted minutes.
3. To seek staff input prior to the designing/remodeling of instructional facilities;
4. To make available to the Association President all documentation of financial records which are public record.

#### **H. Bulletin Boards**

The building principal shall designate a bulletin board in each building for the general use of the Association. The bulletin board shall be located in an area readily accessible to and normally frequented by bargaining unit members.

## I. Fair Share Fee

1. All members employed in the bargaining unit shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a fair share fee. A complete list of all bargaining unit members, which will include the amount of annual dues each bargaining unit member will pay, will be provided to the Board Treasurer's office by October 5<sup>th</sup> of each year.
2. The Board agrees to an automatic payroll deduction, unless paid in one lump sum prior to first payroll deduction, as a condition of employment, of an amount which shall not be more than one hundred percent (100%) equal to the total dues of the Association, from the pay of all bargaining unit members who elect not to become or remain members of the Association.
3. Upon notification from the Association that a bargaining unit member has terminated membership, the treasurer of the Board shall commence the check-off of the fair share fee with respect to the former bargaining unit member, and the amount of the fee yet to be deducted shall be the same as the annual membership dues, less the amount previously paid through payroll deduction.
4. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck.
5. Dues rates and fair share fee rates shall be promptly transmitted to the treasurer of the Board by the Association for the purpose of determining amounts to be payroll-deducted. The Board agrees to transmit promptly all amounts deducted to the Association.
6. The Board further agrees to accompany the initial transmittal with a list of the names of bargaining unit members for whom all such deductions are made.
7. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the 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 Constitution of the United States and the State of Ohio.
8. Upon timely demand, nonmembers may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.
9. The amount to be deducted from the pay of all non-bargaining unit members shall be not more than one hundred percent (100%) of the total dues as paid by members of the bargaining unit, and such deductions shall continue through the remaining number of payroll periods over which bargaining unit membership dues are deducted.

10. The bargaining unit agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a member or a nonmember for which indemnification may be claimed;
  - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
  - c. The Board agrees to the following:
    - (1) To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;
    - (2) To permit the Association or its affiliates to intervene as a party when it so desires; and/or
    - (3) To accept the Association or its affiliate's application to file briefs amicus curiae in the action; and
  - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.
11. A nonmember in the bargaining unit who pays a fair share fee to, or whose fee is in the process of being collected by the local affiliate in the amount as provided in paragraph 2 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, other than those currently designated as member-only benefits.
12. Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent, and shall be liable subject to a civil action for damages in the amount of any unpaid service fee and other assessments, to the Association for the annual fair share fee assessment.

The above fair share fee provision shall be an exclusive right of the Association during the term of this agreement, and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.
13. The Board of Education shall have no requirement to bring an action against any bargaining unit member under this article.

## **J. Visitations**

The Association President, or designee, shall after reporting to the building principal, be allowed to visit schools to investigate working conditions, teaching complaints, and/or problems specifically relating to this contract, and as long as such visitation does not interfere with the instructional day of any bargaining unit member.

## **K. Unpaid Dues**

Bargaining unit members who have not had their monthly payroll deduction of dues deducted for any reason, shall have the missing dues taken out of subsequent pays, half per pay, until such time as the unpaid dues are caught up. The AACS treasurer and the AATA treasurer shall consult one another to confirm the bargaining unit member has not paid the dues for the month(s) in question.

## **L. Athletic Board of Control**

The AATA shall be designated up to three (3) full voting seats on the Ashtabula Area City Schools Athletic Board of Control, one (1) from the elementary, one (1) from the junior high, and one (1) from high school. These individuals may not be coaches beyond the level that they represent. AATA shall designate the representatives to fill said seats.

## **M. Teacher Professional Organization (TPO)**

Consistent with Rule 3307-6-01 of the Ohio Administrative code, the Board will pay a stipend to the Association President, Vice President, Secretary, Treasurer, Grievance chair and other positions as designated by the Association. The total number of individuals receiving payments shall not exceed eight (8) in number. Payment by the Board will be made on an annual basis to be paid in May of each year. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs.

## **ARTICLE IV. MANAGEMENT RIGHTS**

The Board reserves all rights, powers, and authority to operate and manage the school system as expressed in this Agreement and in the Ohio Revised Code. Except as modified or prohibited by the terms and conditions of this Agreement, the Board retains the following rights:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. To direct, supervise, evaluate, or hire employees;
3. To maintain and improve the efficiency and effectiveness of governmental operations;

4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. To determine the adequacy of the work force;
7. To determine the overall mission of the employer as a unit of government;
8. To effectively manage the work force;
9. To take actions to carry out the mission of the public employer as a governmental unit.

## **ARTICLE V. ASSIGNMENTS, VACANCIES, TRANSFERS, AND PROMOTIONS**

### **A. Assignments**

#### **1. Superintendent's Right to Assign**

The Association acknowledges that the Superintendent has the right to direct and assign bargaining unit members as is contemplated by Section 3319.01 of the Ohio Revised Code, except as is provided for in this article.

#### **2. Assignment Request**

A bargaining unit member's request concerning grade and/or subject taught will be given priority consideration when assignments are made.

#### **3. Notification**

Each bargaining unit member will receive notification of assignment by June 30, including specifications of building, grade level and subject. Any subsequent changes in assignment will be in writing.

Each bargaining unit member will receive salary notice by July 31.

#### **4. Assignment Change**

Any assignment change made without a bargaining unit member's consent will be considered a reassignment and subject to the provisions of that article in this contract.

Prior to June 1, each affected bargaining unit member will be notified in writing by the building principal that they are being recommended for reassignment to another building.

## B. Vacancies

### 1. Definition

#### a. Days

Days shall be defined as school days except during the summer when days shall be weekdays (Monday through Friday except holidays).

#### b. Vacancy

A vacancy shall be defined as either a position to replace a bargaining unit member on leave of absence which is expected to last a full school year or longer, or a bargaining unit position which is either newly created or which is vacant because of death, retirement, resignation, termination or non-renewal and which the Board intends to fill.

#### c. Promotions

A promotion is defined as one that reflects a difference in job responsibilities and an increase in salary.

### 2. Posting

A list of vacancies, new positions and/or promotions shall specify building, primary or intermediate grade level and/or subject area when possible, will be posted for a minimum of five (5) days and bargaining unit members will have five (5) days after the posting to send their applications to the Superintendent pursuant to the following:

- a. Send said list to the Association President, officers, and building representatives.
- b. Post said list in the Central Office and building offices and the website;
- c. Send said list to those bargaining unit members having submitted a written request to receive said postings;
- d. During the summer months, vacancies will be posted at Central Office, via an answering machine, and sent to NEOMIN email addresses. The answering machine posting shall be the official record and the Board shall not be held liable for email postings not received and/or read by bargaining unit members. Bargaining unit members will have five (5) business days to send their applications to the Superintendent.
- e. Beginning the first day of the school calendar year a list of vacancies, new positions and/or promotions shall specify building, grade level and/or subject area and will be posted for a minimum of five (5) days.

- f. Any position which is not filled within thirty (30) days shall be posted as a part of a subsequent posting as an informational reminder and will remain open until filled.

### 3. Filling Positions

- a. A qualified candidate is one who is properly certified or licensed and meets specified qualifications as stated in the job postings.
- b. Any vacancy that was filled under d. 1. or d. 3. below will be reposted by May 15.
- c. The five (5) most senior applicants will be interviewed prior to filling of the vacancy. In the event a qualified candidate from within the system applies for the position and has a successful interview as identified in Appendix K, the position will be offered to the best-qualified senior candidate.
- d. Vacancy Time Period:
  - 1. Vacancies that occur from the first day of school through March 31 will be posted and filled temporarily for the remainder of the school year by a qualified candidate.
  - 2. Vacancies that occur from April 1 through August 14 which the Board intends to fill for the upcoming school year will follow the regular posting procedures.
  - 3. Vacancies that occur from August 15 through the first day of school will be filled temporarily for the remainder of the school year by the Superintendent.
- e. Vacancies that occurred during d.1. and/or d.3. above shall be filled by a qualified present part-time bargaining unit member, a present hourly bargaining unit member, or a non-bargaining unit member. Vacancies that occur after March 31 of the current school year shall be filled by a qualified substitute for the remainder of the current school year.

Any hourly or part-time bargaining unit member interested in a full-time teaching position shall notify the Superintendent in writing by August 14.

- f. A qualified bargaining unit member will be permitted to move as soon as possible into a promotional vacancy which opens during the school year.
- g. Each bargaining unit member who applies for any vacancy shall receive a written reply within ten (10) school days acknowledging his/her interview status. The timeframe for notification during the summer shall coincide with the administration's contracted days.

- h. Timely notification will be given to those who interviewed with the name of recommended candidate.

## C. Voluntary Transfer

### 1. Between Buildings

- a. A bargaining unit member who desires a change in building assignment for the next year shall file a written statement no later than May 15 of such desire with the current building principal, Superintendent, and to the administrator of the building being requested. A copy of the request should designate the grade level, subject assignment, and school building to which the bargaining unit member desires to be reassigned. The request should list the buildings in order of preference, if the bargaining unit member has a preference.
- b. The Office of the Superintendent shall acknowledge, in writing, the receipt of the bargaining unit member's request within ten (10) working days of its receipt. The request shall be kept on file.
- c. The Office of the Superintendent shall notify the bargaining unit member requesting the transfer of the disposition of his/her request as soon as possible and not later than the close of school for summer vacation.
- d. A bargaining unit member-initiated request for transfer must be in accordance with the bargaining unit member's certification and training.
- e. A bargaining unit member request for transfer shall be considered on the basis of continuous service to the school system.
- f. If the bargaining unit member's request is denied, he/she shall be informed of the reason(s) for the denial in a personal interview with the administration. At that time, if the bargaining unit member desires, he/she may inform the Office of the Superintendent that he/she wishes his/her request be held for subsequent consideration.
- g. In filling non-promotional vacancies in the system, preference shall be given to a bargaining unit member voluntarily requesting a transfer, and no assignments of new bargaining unit members shall be made until all transfer requests have been considered.

### 2. Within a Building

- a. A bargaining unit member who desires a change in grade level and/or subject assignment for the next year shall file a written request with his/her building principal, with a copy of the request sent to the Office of the Superintendent. The building principal shall acknowledge the request in writing within ten (10) working days of its receipt.

- b. As soon as possible, and not later than the close of school for the summer vacation, the bargaining unit member shall be notified of the disposition of the request. If the request is denied, the bargaining unit member must be notified of the reason(s) for denial in a personal interview with the principal. At that time, if the bargaining unit member desires, he/she may request the principal and the Office of the Superintendent retain his/her written request for subsequent consideration.
  - c. A transfer shall be considered on the basis of seniority which shall be determined by the number of years of continuous service to the school system.
3. Regular hourly bargaining unit members shall have the right to apply for vacant classroom positions.
  4. Regular hourly bargaining unit members shall submit a letter to the Office of the Superintendent requesting a transfer to a classroom position. The Office of the Superintendent shall acknowledge the request in writing within ten (10) working days of its receipt.
  5. Any regular hourly bargaining unit member who applies for vacant classroom positions shall be entitled to an interview with the person(s) in charge of making a selection.

#### **D. Reassignment**

1. At the time it is necessary to make a reassignment, the area of competence, major or minor field of study, length of service in the Ashtabula Area City School system, length of service in the building, grade, or subject from which transfer or reassignment is contemplated, certification or licensure and other relevant factors (such as: teaching philosophy, classroom management, placement on an improvement plan, etc.) shall be considered. When all the above factors are equal, seniority in the school district will be the determining factor. If a reassignment is implemented due to a change in enrollment figures, affected bargaining unit members shall be placed in vacant positions prior to the granting of any voluntary transfer request.
2. The reasons for the reassignment shall not be discriminatory, arbitrary, or capricious.
3. At the time a bargaining unit member is reassigned, the Superintendent will attempt to place the bargaining unit member in an equivalent position which recognizes the current contractual status of the bargaining unit member within the school district.
4. The reassignment must be made to a position for which the bargaining unit member being reassigned has certification.
5. No bargaining unit member shall be reassigned to a different grade level, subject assignment and/or school building unless the procedures and conditions listed below are met in full.

- a. At the time a bargaining unit member is to be reassigned, the bargaining unit member may request a meeting with the building principal and Superintendent to discuss same. An Association representative may also attend the meeting, which will be scheduled within 72 hours of the bargaining unit member's request. Bargaining unit members shall receive written notice within three (3) days after the meeting as to the disposition of the reassignment.
- b. Upon request by a bargaining unit member who is being reassigned, the Superintendent will provide a written statement as to the reason for the reassignment, which will be provided within 72 hours of the aforementioned meeting.
- c. A system-wide list of all vacancies shall be made available, promptly, to any bargaining unit member being reassigned.
- d. Said bargaining unit member may request that from the list of all vacancies, his/her preferred list be considered when he/she is reassigned.

## **E. Extra Duty Positions**

### **1. Posting the Position**

- a. Positions must be posted for a minimum of five (5) days and applicants will have five (5) days after the posting to send their applications to the Superintendent.
- b. Postings must include all/any specific qualifications needed for the position.
- c. All committee work postings will include the stipend to be paid for each participant.

### **2. Filling the Position**

- a. Applicants must submit a resume with their applications which details how they meet the specific qualifications listed on the posting.
- b. A current bargaining unit member who has met the qualifications on the posting and has had a successful interview must be recommended for the position.
- c. When a supplemental position is held by a non-bargaining unit member and a bargaining unit member has an interest in the position, the member may apply within ten (10) working days from the end of the final contest or event. The bargaining unit member will be given an interview but will have no expectation of employment for the position. The awarding of the position under these circumstances will not be considered grievable.

## **F. Letter of Interest**

Any personnel interested in a promotional position as indicated in the definition, should make his/her interest known to the Office of the Superintendent through a written application. This may be done in advance of an announced vacancy. An application shall be carried in the active file of applicants and be considered in filling the vacancy.

## **ARTICLE VI. TRAVELING BARGAINING UNIT MEMBERS**

### **A. Scheduling**

1. Scheduling of bargaining unit members assigned to more than one building will be arranged by the superintendent and administrators so that no bargaining unit member will be required to engage in more than two moves of inter-school travel per day.
2. Travel time shall be scheduled for traveling bargaining unit members which provides for the bargaining unit member to drive from one building to another, as well as time to close up at one building and open up at the next building.
3. Elementary physical education, elementary music, and elementary art shall be a minimum of forty (40) minutes per class, except for half day kindergarten which will be a minimum of thirty (30) minutes per class.
4. Elementary specials that meet only once a week shall be graded by the semester. Interim reports are to be used per board policy.

### **B. Reimbursement**

Bargaining unit members who are required to use their own automobiles in the performance of their permanently scheduled duties, and bargaining unit members who are scheduled to more than one school per day, will be reimbursed at the Board's approved mileage rate which will be the rate established by the IRS. It will be the responsibility of both parties to be aware of the IRS rate. Date stamped monthly mileage logs are required to be submitted to the bargaining unit member's immediate supervisor no later than the 10th of the month for the traveling in the preceding month.

Bargaining unit members not submitting the date-stamped monthly mileage log to the immediate supervisor by the 20th of the month for the traveling in the preceding month shall forfeit the claim for mileage for the preceding month.

## **ARTICLE VII. CONTRACTS**

### **A. Information Included on Contract and/or Salary Notice**

1. Bargaining unit members with Limited Contracts and Continuing Contracts:

- a. Name of bargaining unit member, school district, Board
  - b. Annual compensation
  - c. Signatures and date of signatures
  - d. Date of hire
2. Bargaining unit members with Continuing Contracts will receive annual salary notifications.
  3. Bargaining unit members with Limited Supplemental Contracts:
    - a. Name of bargaining unit member, school district, Board
    - b. Length of contract
    - c. Total compensation
    - d. Assignment
    - e. Signatures and date of signatures
    - f. Calendar schedule for responsibility from \_\_\_\_\_ to \_\_\_\_\_.
    - g. Number of extra days (if applicable, i.e., guidance counselors, etc.).
  4. All individual contracts shall incorporate by reference all Master Agreement provisions which are applicable to the individual's contract as if they were fully set forth within it.

**B. Continuing Contract Status**

A continuing contract shall be awarded to any teacher pursuant to Ohio Revised Code 3319.11.

**ARTICLE VIII. SENIORITY**

**A. Seniority Defined**

1. Seniority shall mean the length of continuous employment in a bargaining unit position.
2. Bargaining unit members shall be placed on a seniority list for each teaching field for which he/she is properly certificated. A bargaining unit member serving under a continuing contract will be placed at the top of the list, in descending order of seniority. A bargaining unit member serving under a limited contract will be placed on the list, below continuing contract bargaining unit members, also in descending order of seniority.
3. A bargaining unit member who leaves the bargaining unit of the Ashtabula Area City Schools to enter into the administrative or supervisory area of the Ashtabula Area City Schools, shall have their seniority level frozen at the level they have had attained in the bargaining unit.
4. Seniority shall accrue for all time a bargaining unit member is on active pay status or is receiving workers' compensation benefits.

5. Time spent on inactive pay status (unpaid leave, sabbatical, or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
6. There shall be a separate seniority list for bargaining unit members and a separate seniority list for regular hourly employees. Effective July 1, 2009, the separate seniority list for regular hourly employees will cease to exist.
7. Effective July 1, 2009, hourly bargaining unit members shall begin to accumulate seniority on the same seniority list as certified teachers. An hourly employee may be nonrenewed at the end of the school year and, in such event, the hourly employee will not have displacement rights. A nonrenewed hourly employee who is reemployed for the first day of the next school year will retain his/her seniority credit.
8. Prior to the 1990/91 school year, bargaining unit members shall accrue one (1) year seniority for each year worked.
9. Effective with the 1990/91 school year, bargaining unit members shall accrue seniority as follows:
  - a. 0 - 4 hours per day, per year equals one-half (1/2) year seniority.
  - b. More than 4 hours per day, per year equals one (1) year seniority.
10. Should a regular hourly bargaining unit member be employed as a bargaining unit member and subsequently be reduced in force, said employee, with proper certification, may bump a regular hourly bargaining unit member with less seniority.
11. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.

**B. Equal Seniority**

1. A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list
2. Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member:
  - a. The bargaining unit member with the first day worked in the affected classification; then
  - b. The bargaining unit member with the earliest date of system wide employment (date of hire) as a bargaining unit member or a regular hourly bargaining unit member; then
  - c. Date of Board Action; then

- d. 1. Effective with the 2004-05 school year, by lottery, with the most senior bargaining unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.
2. Effective with the 2006-07 school year all ties in seniority shall be broken by the last four (4) numbers of each member's social security number. The member with the lowest number shall be considered the most senior.

### **C. Posting of Seniority List**

1. The seniority lists shall be posted once annually, by November 1 of each work year. The Board shall prepare and post a seniority list on the designated bulletin board in each building/work site indicating:

The seniority lists shall include:

- a. Number of years accrued;
  - b. First day worked in classification;
  - c. Date of system wide employment;
  - d. All areas of certification/licensure.
2. The seniority list shall denote all bargaining unit members who may be affected by the lottery as outlined in Article VIII, Seniority, Item B, paragraph 2.D. or had their seniority status determined by a previous lottery.
  3. Said list shall be provided to the Association President on or before the date of posting.

### **D. Correction of Inaccuracies**

Each bargaining unit member shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any specific inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list. No protest shall be considered after thirty (30) days of posting of the seniority list and the list shall be considered as final. Inaccuracies discovered after the final printing of the seniority list may be corrected by mutual consent.

### **E. Loss of Seniority**

Seniority shall be lost when a bargaining unit member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

## ARTICLE IX. REDUCTION IN FORCE

### A. Reasons

1. A reduction in force shall be deemed necessary only for the reasons defined in ORC 3319.17, as well as financial reasons. A financial reason shall be defined as a projected cash balance of two million dollars (\$2,000,000) or less of line 12.010 of the most recently approved five (5) year forecast for the next fiscal year as verified by ODE and OEA analysis. Additionally, any substantial reduction in Federal or State Grant or Program dollars may result in a RIF of position(s) funded by the lost dollars.
2. A RIF may only occur at the end of a school year and must be effective the next school year.
3. Should the State of Ohio cut funding that would reduce line 10.010 of the current five (5) year forecast (or its equivalent) by more than fifty percent (50%) the District may implement a mid-year reduction in force in addition to an end of the year reduction in force.

### B. Notification

1. When the Board is contemplating the suspension of any bargaining unit member's primary contract, it will notify the Association President at least forty-five (45) calendar days prior to Board action implementing a RIF. Such notice will be in writing and will include the specific positions(s) to be affected, the proposed time schedule, and the reason(s) for the proposed action.
2. In the event a RIF should occur, the Superintendent shall use his/her authority to assign and transfer bargaining unit members with proper certification in order to minimize the number of bargaining unit members that would be RIFed.
3. Within each area of certification/licensure affected, any reduction in force not achieved by attrition and/or reassignment will be accomplished by first, suspending the teaching contract of teachers with limited teaching contracts and second, by suspending continuing teaching contracts. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform. A displacement meeting shall be held for all affected or potentially affected employees. Bargaining unit members with limited contracts who are reemployed pursuant to ORC Section 3319.17 are subject to the provisions of this Article.

The Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of reduction in force decisions made during the term of this contract, all teachers will be deemed to have comparable evaluations.

4. Any bargaining unit member whose contract will be suspended will be notified in writing at least fifteen (15) days prior to Board action implementing a RIF. Such notice

will include the proposed time schedule and the reason for the proposed action. A copy of such notice will be forwarded to the Association President.

### **C. Recall**

1. Any bargaining unit member whose contract is suspended will remain on a recall list for twenty-four (24) months after the effective date of the reduction. Exceptions to the provision will occur only if the bargaining unit member:
  - a. waives recall rights in writing;
  - b. resigns; or
  - c. fails to accept recall to a like position held immediately prior to contract suspension;
  - d. takes full-time employment with another district.
2. Any bargaining unit member on the recall list who is not rehired or recalled to active full-time status will be maintained without further notification by the Board on the proper recall seniority list.
3. All benefits to which a bargaining unit member was entitled at the time of contract suspension including unused sick leave, will be restored upon his/her return to employment and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education.
4. A bargaining unit member will not receive increment credit for time spent on contract suspension, nor will such time count toward the fulfillment of time required for acquiring tenure.
5. When there is a vacancy, an open position, or newly-created position, a bargaining unit member whose contract has been suspended and who is certificated to perform the work in question will be recalled with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of recall, all teachers will be deemed to have comparable evaluations if they were RIFed prior to or during the term of this contract for the remainder of their time on the recall list.
6. A bargaining unit member will be notified of recall by letter and telephone at his/her last known address.
7. No bargaining unit member new to the district will be employed for the position until all properly certificated/licensed, RIFed bargaining unit members have been offered said position and have rejected a contract for the position in accordance with the provisions of this agreement.

8. A bargaining unit member on the RIF list will be given priority consideration as a substitute bargaining unit member in the district. Said bargaining unit member will be available to substitute unless otherwise employed.
9. When group insurance policies permit, a bargaining unit member on the recall list may continue to participate in those benefits which are provided to bargaining unit members in active employment provided the bargaining unit member pays the group rates for such benefits. Such payment by an individual will not begin prior to the beginning of the next school year.
10. In the event of a Reduction in Force implemented after the school year starts and prior to the last workday, the affected bargaining unit member shall be eligible to the benefits listed in C.9. above. Payment by the individual so affected shall begin with the first full month subsequent to the effective date of the suspension of the contract.

#### **ARTICLE X. DISCIPLINE**

- A. Any formal disciplinary actions imposed upon bargaining unit members, including written reprimands which are to be placed in a bargaining unit member's personnel file, suspensions, and terminations, must be for good and just cause and are subject to the grievance and arbitration procedures of the collective bargaining agreement. The terms "formal disciplinary actions," as used herein, are not intended to include constructive criticism, oral reprimands, or suggestions for professional improvement. In the case of contract terminations, with or without suspension, the bargaining unit member will have the election to follow the provisions and procedures specified in Ohio Revised Code, Section 3319.16 and 3319.161, or to employ the grievance and arbitration procedures of the collective bargaining agreement.
- B. Any suggestions for professional improvement made by any administrator to a bargaining unit member will be done privately. When a bargaining unit member is given a formal reprimand and/or warning, and/or is disciplined for an alleged infraction of rules, delinquency, and/or unprofessional performance, said bargaining unit member will be entitled to have a representative present who has been selected by said bargaining unit member. The person responsible for disciplining said bargaining unit member will be entitled to have a representative present.

#### **ARTICLE XI. PERSONNEL FILE**

- A. The personnel file will be kept up-to-date and on file for reference at all times, at the Board office.
- B. Each bargaining unit member will have the right, upon request, to review the folder and the Board contents of his/her personnel file, without charge, and receive a copy at Board expense of any documents contained therein. A representative of the Association will, at the bargaining unit member's request, accompany the bargaining unit member in such review. The review will be made in the presence of the Superintendent or the

Superintendent's designee. A bargaining unit member will have the right to indicate those documents and/or other materials contained in/on the file the bargaining unit member believes to be obsolete or otherwise inappropriate for retention. If the Superintendent agrees, said documents and/or materials will be destroyed by the Superintendent in the presence of the bargaining unit member. If the Superintendent disagrees that the document should be removed, the question of whether or not the document should be removed may be processed by the bargaining unit member through the grievance procedure. A bargaining unit member shall have the right to have all disciplinary materials from his/her personnel file expunged if a three (3) year period has elapsed without any additional disciplinary material being added to the file.

- C. Copies of communications, including evaluation, commendations, and other personnel information which are included in/on the personnel file, will be given to the bargaining unit member at the time of inclusion. The bargaining unit member will have the opportunity to read all materials and/or documents contained in/on the file. Said bargaining unit member will have the opportunity to attach a written statement to materials and/or documents which may be detrimental to the bargaining unit member's conduct, service, character and/or personality. At any time a personnel file is accessed by a non-school employee, the employee will be notified within ten (10) days.
- D. Anonymous letters and materials will not be placed in/on a bargaining unit member's file nor will they be made a matter of record. Materials placed in the bargaining unit member's file will carry the date of enclosure and initials of the Superintendent or the Superintendent's designee.
- E. No documents or other materials will be placed in the personnel file of any bargaining unit member after severance from the school system.
- F. Credentials made available by institutions of higher learning and/or other reference letters sent upon request by the bargaining unit member will not be included in materials to be reviewed, copied, and so forth, unless said materials are appropriately marked "Not Confidential."

## **ARTICLE XII. BARGAINING UNIT MEMBER RESPONSIBILITIES AND RIGHTS**

### **A. Student Discipline**

1. The Board/Administration recognizes its responsibility to give all reasonable support and assistance to a bargaining unit member with respect to the maintenance of control and discipline in the classroom in accordance with Board policy.
2. No bargaining unit member or group of students is required to tolerate any act of willful misconduct, including discourtesy, abusive and vile language, act of violence and/or insubordination. A bargaining unit member shall refer a student for discipline in accordance with the Board's adopted Code of Conduct and Special Education Regulations.

3. The Board shall promulgate rules and regulations which set forth the procedures to be utilized to discipline, suspend, or expel students. Such rules and regulations shall be distributed to student and bargaining unit member at the beginning of each school year.
4. Referrals in grade 7 – 12 buildings shall be in writing on forms provided by the administration, shall state the reasons for the referral, and shall be provided to administration at the time the student is sent to the principal's office or as soon thereafter as possible. Administration or the Student Management Room (SMR) shall provide to the employee the disposition of the referral via email.

## **B. Emergency Removal Procedure**

The law provides that notice and hearing requirements may be temporarily waived in an emergency if the student's presence "poses a continuing danger to persons or property, or an on-going threat of disrupting the academic process either within a classroom or elsewhere on the school premises." Determination is to be made as to whether or not the removal of a student requires emergency action or routine disciplinary action. Procedures relating to emergency removal, suspension and/or expulsion will conform to Ohio Revised Code Sections 3313.16 and 3313.161.

1. The Superintendent, principal or assistant principal may remove the student from curricular or extracurricular activities or from the school premises.
2. A bargaining unit member may remove the student from curricular or extracurricular activities under his/her supervision but not from the school premises, altogether. The principal must designate an area where the student is to be sent.
3. If a bargaining unit member makes an emergency removal, the reason(s) for the removal must be submitted to the principal as soon as practicable, thereafter, in writing. The bargaining unit member, with the principal's knowledge, will contact the parent(s) within 24 hours.
4. When the Superintendent or principal reinstates a student removed by a bargaining unit member prior to the hearing following the removal, reason(s) in writing must be given to the bargaining unit member upon his/her request.
5. A hearing must be held as soon as feasible after the removal, but within 72 hours after the initial removal is ordered. Written notice of the hearing must be given to the student as soon as feasible prior to the hearing. The hearing must be held in accordance with either the suspension or expulsion procedure depending on the probable action that will be taken. An important additional requirement is that the person who ordered, caused, or requested the removal must be present at the hearing.
6. The emergency removal procedure shall be used in the most serious kind of situation. In all other cases, the regular office referral procedure shall be utilized.

7. Copies of the emergency removal form shall be formulated by the Board's administration, with input from the staff, and shall be distributed by building principals to all bargaining unit members at the beginning of each school year. This form appears in the appendices of contract.

### **C. Assault**

1. A case of verbal threat and/or physical assault upon a bargaining unit member during the performance of his/her duties shall be reported promptly by the assaulted bargaining unit member to the Superintendent or his/her designated representative.
2. Appropriate data shall be gathered by the Superintendent /designee and shall be made available to the bargaining unit member. The Superintendent, his/her designee, or the bargaining unit member shall immediately notify the appropriate law enforcement officials.
3. Upon receiving such a request from the bargaining unit member who has been assaulted, the Board will make available its legal counsel to the bargaining unit member to discuss and/or advise him/her about his/her rights and obligations as they relate to the assault.

### **D. Grading Policy**

The bargaining unit member must be able to justify a student's grade with properly documented evidence to support that grade. The administration shall not put pressure on a bargaining unit member to change a permanent grade given to a student. The administration shall not change said grade without notification and justification, in writing, of the change of grade to the bargaining unit member. Grades will be due no later than 12 p.m. on the second work day following the end of the grading period.

### **E. Student Health**

The name of a student having a health impairment, with the impairment stated, shall be given to a bargaining unit member coming in contact with that student during the school day, unless restrictions are present, in writing, from his/her parent(s).

No bargaining unit member will be required to administer first aid or medication prescribed for a student. "In loco parentis" responsibility requires that a bargaining unit member exercise responsible action when confronted with a life-threatening situation.

### **F. Field Trips**

Any student participating in a field trip shall be required to submit, in writing, a field permission form bearing the signature of his/her parent(s) or legal guardian. Permission shall be kept on file for 60 days thereafter.

## **G. Student Transportation**

No bargaining unit member shall be required to transport any student for any reason except when the bargaining unit member, contrary to local school procedures, keeps the student after school without adequate provision for transportation. In this situation, the bargaining unit member will be required to stay with the student until transportation is assured, or the bargaining unit member may be required to transport the student.

## **H. Parent Visitation/Observation**

1. The principal will require each visitor to comply with state statute.
2. Any observation by a visitor to a classroom must be scheduled by the principal at a time mutually agreed upon by the bargaining unit member. The appointment will take place within 48 hours of the visitor's request.
3. The principal's office will notify the bargaining unit member of the visitor's arrival before allowing the visitor to proceed to the classroom.
4. The bargaining unit member reserves the right to have the principal present during any visitation.
5. No electronic devices will be used to make any recording of that observation except by mutual agreement.

## **I. Parent Complaint**

When a complaint is made by a parent concerning a bargaining unit member's conduct, service, character, or personality, the bargaining unit member will be informed by the principal, in a private conference or meeting.

The bargaining unit member and parent, in a private meeting, will attempt to resolve the complaint. The bargaining unit member or parent may request the presence of the building principal and/or any other person of his/her choosing. Meeting with parents will be held outside of instructional time at the teacher's convenience no later than forty-eight (48) hours after said request.

At no time will a bargaining unit member's personnel file be open to the public. No parental complaint will be placed or made a matter of record in the bargaining unit member's personnel file unless the complaint has been reduced to writing pursuant to level 1.c. of the Student Grievance Procedure.

The bargaining unit member will have the opportunity to reply to such complaint in a written statement, to be attached to complaint, entered in the personnel file. When a complaint is determined to be without merit by the bargaining unit member, administrator, and complaining parent, all proceedings will cease and all records of the complaint will be destroyed.

## J. Bargaining Unit Member's Instructional Responsibilities

The bargaining unit member is an educator who has concern for the total human development of each student. The following are instructional responsibilities required of a bargaining unit member in each building:

1. A bargaining unit member shall make available to the principal the following:
  - a. current lesson plans
  - b. grade book
  - c. materials used by bargaining unit member
  - d. assessment maps and the common assessments identified in the maps
  - e. state academic content standards

A copy of the plan book and grade book shall be available upon the principal's request.

In grades 7-12, teachers must maintain and update the current district electronic grade book at least once per week. In grades K-6, teachers will submit grades utilizing the current district electronic grade each grading period.

Each teacher will have on file in the principal's office a substitute folder that includes three (3) days of emergency lesson plans, current seating charts, time schedule, duty schedule, and emergency procedures.

2. A bargaining unit member is responsible for preparing plans that are current and complete in each subject area he/she teaches. The plans should include a daily schedule for each class taught by the bargaining unit member, along with a seating chart for each class. Lesson plans may be reviewed by building administrators, but not graded.
3. A bargaining unit member shall remain in his/her building during his/her planning period except when absence is approved by the building principal. If the principal is unavailable, the bargaining unit member will notify the office that he/she is leaving.
4. A bargaining unit member shall be at his/her classroom door or assigned area at the following times: prior to the student school day, between periods, and at the end of the school day, in patterns established by the school principal.
5. The total bargaining unit member workday will be seven hours and thirty minutes including an uninterrupted one-half (1/2) hour duty-free lunch period.
  - a. The bargaining unit member workday may be expanded to an eight hour day, with twenty-four hour notice under the following conditions:
    1. IEP/Intervention meetings.

2. Principal General Staff Meetings shall not exceed three per month and not more than one per week. The administrator and the BLT shall work together to set the calendar.
- b. Principals will have the right to call emergency meetings without the twenty-four hour notice. What constitutes an emergency will be left to the discretion of the principal.
6. A bargaining unit member will be responsible for student accounting records upon principal request.
7. A bargaining unit member will seek cooperation and assistance from parents when dealing with student academic growth and/or attendance.
8. A bargaining unit member shall comply with Board-adopted programs and policies. Said policies are available in the principal's office.
9. In each building, a telephone will be made available for use by a bargaining unit member throughout the day. This telephone will be located so that a confidential and private conversation is possible. A bargaining unit member should not receive or make a personal call or accept a personal visitation during the assigned-duty part of the school day unless an emergency exists.
10. In order to enhance professional development and further advance the individual bargaining unit member's Individual Professional Development Plan, as well as building, department and district Continuous Improvement Plan goals, every bargaining unit member will identify an individual professional development goal. The goal setting will occur each year.

#### **K. Specialists**

The Association acknowledges that the Board has the right to determine whether or not a specialist will be scheduled.

An elementary bargaining unit member will not be required to be with students when a specialist bargaining unit member is scheduled or expected to be in charge of the class. This time will be considered a planning and conference period for the bargaining unit member.

#### **L. Pay Periods**

1. The Board hereby agrees that a member of the bargaining unit shall have the option of twenty-one (21) or twenty-six (26) pay periods for each contract year. Election of pay periods options shall be made by August 1 for current bargaining unit members and by the first pay in September for new bargaining unit members. The selection of a twenty-one pay period by a member of the bargaining unit does not, in any way, qualify a member of the bargaining unit to draw unemployment compensation during

the summer months. This pay procedure will remain in effect until changed by the bargaining unit member.

2. The selection of 21 or 26 pay periods by a bargaining unit member shall not prevent a bargaining unit member who has been RIFed or non-renewed and who does not have reasonable assurance of a same or similar position for the next academic term from collecting unemployment compensation.
3. All bargaining unit members shall receive their paychecks via direct deposit. Teachers may designate up to three (3) different accounts for disbursements of funds. An employee may make changes to the account(s) for deposit up to the Friday prior to each payday. When a payday falls on a legal holiday, checks will be direct deposited on the last business day prior to the legal holiday.

Direct deposit slips will be emailed to account(s) designated by the bargaining unit member.

4. A bargaining unit member recommended for a position shall be paid the regular rate for the first day worked in the position pending Board approval. Appropriate benefits shall start with the date of hire. This date will be used for seniority purposes. This situation applies to substitute teachers or regular hourly bargaining unit members recommended for classroom positions. This does not apply to any supplemental positions covered under Appendix B.1. and B.2.

#### **M. Detention**

At the beginning of the school year, each building principal shall submit to each bargaining unit member a copy of that building's procedure for detention of a student after school-day dismissal.

#### **N. Class Size**

The Board and the Association agree that low class size is desirable to the learning environment. Therefore, the Board agrees to strive to remain at or below the following regular class size numbers:

K-4	23
5-8	26
9-12	29

All attempts will be made to balance class sizes, including special needs students, within a grade level at each building.

In grades 7-12 all attempts will be made to schedule regular education classes so that the class contains no more than 7 identified non-aided special needs unit students and identified non-aided Emotionally Disturbed students. Any additional student(s) meeting the aforementioned criteria may be added at the discretion of the bargaining unit member.

## **O. Bargaining Unit Member Relief by Qualified Substitutes**

1. To help alleviate the problems of securing a certificated substitute teacher, a regular bargaining unit member, with assigned planning and conference period, shall have the option of volunteering to assume classroom duties resulting from the absence of another regular bargaining unit member.
2. The Board shall, at the beginning of the school year, enter into a supplemental contract, upon the regular bargaining unit member's individual option, for the purpose of providing bargaining unit member-substitute service. Reimbursement for substitution time shall be as described in Appendix B. The regular bargaining unit member shall have the option of deciding on the substitute duty on any specific day. A regular bargaining unit member who substitutes shall be expected to carry on the regular activity in the class of his/her assignment. In selecting a substitute, preference shall be given to a bargaining unit member who possesses like certification to that of the absent bargaining unit member. This provision shall also apply to those bargaining unit members who are assigned students from a split class in addition to their assigned class load. This section is applicable to grades K-12.
3. A properly certificated substitute teacher shall be provided, when available, for an absent bargaining unit member. Bargaining unit members are permitted to request a specific substitute in circumstances where, prior to the request, the absence is expected to last in excess of one week.
4. In the event that a teacher is asked to assume more than 15 additional students in a study hall as a result of a teacher absence, the teacher will receive half of the amount of the period substitute pay.

## **P. Temporary Schedule Change**

Prior to a temporary change in the academic schedule, which will affect the instructional/learning process, the building staff will be provided with reasonable notice whenever possible. Bargaining unit member input will be sought for temporary changes in the academic schedule.

## **Q. Labor-Management Council**

A Labor-Management Council shall exist for the purpose of improving communications between the staff and administration, subject to the following conditions:

1. This Council shall be comprised of eight (8) members, having a district-wide scope to include four (4) bargaining unit members and four (4) administrators. The four (4) bargaining unit members shall be selected by the AATA President.
2. Labor-Management Council will meet monthly. A schedule of specific dates will be developed no later than July 1 proceeding each new school year. Meetings will begin at 3:00 p.m. and will not exceed one and one-half hours in length.

3. Agendas will be mutually formulated and agreed upon prior to the established meeting date.
4. Minutes of the meetings will be taken for documentation purposes and for Board of Education information.

#### **R. Activities Pass**

The staff photo ID will be used as the Activities Pass. Until photo IDs are issued, driver's license and paycheck stub (direct deposit slip) will suffice.

#### **S. Planning/Conference Period**

All bargaining unit members shall have 200 minutes each full week during the student day for a planning and conference period. No planning period shall be less than thirty (30) minutes and will occur at least four (4) days a week. The administration and BLT will work together to facilitate planning and conference schedules utilizing existing staff. There will be no reduction in planning-conference time for grades 7-12 as a result of the implementation of this provision.

In the event the District implements "state minimum standards" as it relates to the length of the student day, the above planning/conference period may be scheduled outside of the student day but within the teacher's workday.

#### **T. New Bargaining Unit Member Orientation**

1. New bargaining unit member orientation shall be scheduled by the administration on a day prior to the opening day meeting. This day will start at Lakeside High School with representatives from the Treasurer's office and the AATA. Following these presentations, the new bargaining unit member will go to the building(s) to which he/she is assigned for a tour and an overview of procedures by the building principal.
2. Any bargaining unit member asked to assist in orientation shall receive compensatory time for time in excess of the regular workday.

#### **U. Tuition Free Attendance**

Bargaining unit members of Ashtabula Area City Schools may enroll and transport, without transportation reimbursement, their children to AACS tuition free contingent upon availability of space in that building. Additionally, children of bargaining unit members shall be allowed to attend the Early Learning Center at one-half (1/2) of the current activity fee.

#### **V. Chronic Communicable Disease Policy**

1. Statement of Purpose

A bargaining unit member who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than a bargaining unit member

with any other medical disability, and as is provided for herein. No bargaining unit member shall be subjected to indiscriminate testing or which is not in accordance with the law. The Employer shall not discharge any bargaining unit member nor otherwise discriminate against any bargaining unit member with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such bargaining unit member has contracted a chronic communicable disease. Any action taken by the employer to temporarily or permanently remove a bargaining unit member who has been exposed to or who contracts a chronic communicable disease will only be undertaken in accordance with this policy. The bargaining unit member shall comply with all laws regarding the civil and constitutional rights of all bargaining unit members.

## 2. Reports of Suspected Carriers

All reports of suspected carriers shall be directed to the Superintendent. All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported bargaining unit member is suspected of being a carrier. If a report is received which does not meet those requirements, it shall not be acted upon.

## 3. Testing Criteria

- a. No bargaining unit member shall be required to submit to a medical evaluation of his physical or mental condition without determination of just cause for said evaluation. The just cause determination shall be made by a tripartite panel which shall conduct a due process hearing and render a written determination which shall be final and binding on the parties.
- b. The tripartite panel shall be comprised of a physician selected by the Employer, the bargaining unit member's personal physician, and an arbitrator mutually selected by the Employer and the Association in accordance with the procedures set forth in the grievance procedure of this Contract. The mutually selected arbitrator shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels to determine probable cause for medical evaluation.
- c. The tripartite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of a bargaining unit member. Within ten (10) days after the conclusion of the due process hearing, the panel shall render a written determination and the rationale to the Superintendent and the bargaining unit member.
- d. In the event that a health risk becomes apparent and may affect many or all bargaining unit members, as determined by a physician in the appropriate public health district, the Employer, with concurrence of the Association, shall be permitted to bypass the tripartite panel and immediately provide for the examination and/or immunization of any or all bargaining unit members to prevent the spread of the disease.

- e. All costs of the tripartite panel shall be borne by the Employer.

#### 4. Medical Evaluation

- a. Within ten (10) days after a determination has been rendered substantiating probable cause for medical evaluation or if a bargaining unit member voluntarily submits to a medical evaluation, a medical review team comprised of (1) a physician specializing in the contagious disease in question, (2) a physician from the appropriate public health district, and (3) the physician designated by the Superintendent as the Employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the bargaining unit member's condition. The medical review team shall provide for the examination of the bargaining unit member and may obtain, upon written, voluntary authorization of the bargaining unit member, all relevant and pertinent medical information from the bargaining unit member's personal physician.
- b. The report rendered by the medical review team shall be restricted to an evaluation of the bargaining unit member's medical condition and shall clearly state:
  - (1) Whether or not the bargaining unit member has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:
    - (a) Whether or not the bargaining unit member's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:
      - (i) The nature of the risk of the bargaining unit member's medical condition (how the disease is transmitted);
      - (ii) The duration of the medical condition (how long is the carrier infectious);
      - (iii) The severity of the risk of the medical condition (what is the potential harm to third parties); and
      - (iv) The probability the disease will be transmitted and will cause varying degrees of harm.
    - (b) Whether or not the bargaining unit member is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the bargaining unit member is able to meet all of the job requirements in spite of the bargaining unit member's medical condition.
- c. The medical review team shall continue to monitor a bargaining unit member's medical condition in the event that the medical review team determines that such

a follow-up review is necessary. Such monitoring is intended to permit the medical review team to determine whether or not a bargaining unit member is qualified in his/her job as is set forth in 4 b. (1) (b).

5. Reasonable Accommodation

- a. Within 10 days of receipt of a medical evaluation report indicating that a bargaining unit member's current medical condition imposes a substantial health risk to others in the school environment or prevents the bargaining unit member from performing all of the bargaining unit member's job requirements, the Superintendent shall provide written notification to the bargaining unit member specifying what action the Employer shall take to reasonably accommodate the bargaining unit member's disabling condition.
- b. Any attempt to reasonably accommodate the bargaining unit member's disabling condition shall not violate the existing Contract. If the Association believes the proposed accommodation violates the Contract, the Employer shall meet with appropriate representatives(s) of the Association to attempt to negotiate a reasonable accommodation.
- c. Any unresolved dispute regarding whether the Employer has made a reasonable accommodation or whether the proposed accommodation is in compliance with the Contract shall be subject to expedited final and binding grievance arbitration.

6. Elimination of Health Risk

- a. Whenever a bargaining unit member's health is at risk due to possible exposure to a communicable disease, the Employer shall take all measures necessary as determined by standards established by the Center for Disease Control to eliminate the health risk.

The Employer's actions shall be in compliance with this article of the Contract.

- b. If elimination of the health risk requires a bargaining unit member to be immunized, the cost of the bargaining unit member's immunization shall be borne by the Employer, unless same is a covered expense by the bargaining unit member's hospitalization insurance. Any difference between the amount paid by the insurance carrier and the actual charge shall be paid by the Employer.

The Employer shall not be responsible for paying for any immunization costs that are solely attributable to a bargaining unit member's voluntary request for same.

- c. If elimination of the health risk requires the implementation of any emergency, temporary, or permanent removal of a bargaining unit member with a chronic communicable disease, the Employer shall comply with the provisions of the collective bargaining agreements and the applicable statutes, including ORC Section 3319.13.

7. Disability Retirement

Subsequent to the determination that temporary or permanent removal of disabled bargaining unit member is justified, the Employer shall support the bargaining unit member's application for disability retirement, if the bargaining unit member elects to make such application.

8. Confidentiality

- a. All reports of suspected carriers, all aspects of the due process hearing to determine probable cause for medical evaluation, and all aspects of the medical evaluation shall be treated as "highly confidential." Any report received or rendered during these procedures shall be released only to the Superintendent and the bargaining unit member. Any discussion of a report by the Employer shall be conducted in Executive Session.
- b. The Board and all bargaining unit members of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

9. Education

- a. The Employer shall implement education programs for all school bargaining unit members, students, and the school community regarding chronic communicable diseases and their transmission within sixty (60) days of the implementation of this agreement. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment.
- b. All bargaining unit members shall be provided, within thirty (30) days, all necessary supplies and equipment for handling spilled blood and body fluids to insure proper cleaning and disinfecting. Bargaining unit members shall receive training on the proper use of supplies and equipment upon receipt of same.

10. Bargaining Unit Member Cooperation

Implementation of these procedures as outlined herein shall not prevent the employer from utilizing the disciplinary procedures as agreed to in the respective collective bargaining agreements.

11. Mutual Agreement

The Board of Education and respective Associations hereby acknowledge that the subject policy has been negotiated for the mutual benefit of both parties.

## 12. Exclusions

The following provisions of this policy do not apply to bargaining unit members suspected of having AIDS or AIDS-related conditions, or an HIV infection: V.3. - Testing Criteria, V.4. - Medical Evaluation.

If a bargaining unit member is suspected of or identified as having or has AIDS, AIDS-related conditions, or an HIV infection, then all protection of O.R.C. 3701.242 and 3701.243 shall apply to the administration of an HIV test to the bargaining unit member.

## W. Drug and Alcohol Free Workplace

The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:

- a) Post-offer, pre-employment testing
- b) Reasonable suspicion testing
- c) Post-accident testing
- d) Return to work assessment

The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

### 1. Post-Offer, Pre-Employment Medical Examination and Drug Testing

As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

### 2. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing and given to the bargaining unit member at the time the test is requested. The documentation given to the bargaining unit member at the time of the request may not be complete but will contain the reasons substantiating a reasonable suspicion test. A reasonable suspicion test occurs based on:

- a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
- b. A pattern of abnormal conduct or erratic behavior.
- c. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

The observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

### 3. Post-Accident Testing

Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

- a. A fatality of anyone involved in the accident;
- b. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board's place of employment;
- c. Vehicular damage in apparent excess of \$2000.00;
- d. Non-vehicular property damage in apparent excess of \$2000.00.

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

### 4. Follow-up Testing after Return-to-Duty from Assessment of Treatment

This test occurs when an employee who has previously tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in this section of the Agreement. A negative "return-to-duty test" is required before the employee will be allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

At no time shall the District undertake any random drug testing that is not required by Federal or State law.

Any employee who is required to be tested shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

### 5. Rehabilitation Option

In the event that an employee tests positive for a controlled substance or alcohol, the employee may elect to seek rehabilitation through an approved treatment program provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee electing this Rehabilitation Option. Rehabilitation, whether undertaken voluntarily, or in lieu of discipline, shall be entirely at the

employee's expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

6. The Board agrees that all drug and alcohol testing will be performed by testing laboratories which are regularly certified as being in compliance with SAMSHA and all applicable laws, rules and regulations.
7. The Board will attempt to utilize collection facilities which are in close proximity to the employee's workplace, except when immediate medical attention is required (i.e., a serious accident).

#### **X. Professional Attire**

Teachers are expected to dress in professional attire commensurate with the activity/environment in which they are involved.

#### **Y. Information Systems**

At no time may anyone other than the Superintendent request a copy of any bargaining unit member's computer files, internet traffic or emails maintained on any Board owned or leased server or computer. The affected bargaining unit member must be notified three (3) business days from the Superintendent's receipt of the records except in cases involving suspected criminal conduct. In cases of suspected criminal conduct, the affected bargaining unit member will be notified of the request for such electronic information upon the completion of the investigation. All use of the Board's owned or leased servers or computers shall be in compliance with the Board's Acceptable Use and Internet Safety Policy.

#### **Z. Special Education Teachers**

Each K-12 special education teacher will be given one (1) student day during each semester without duties to evaluate, write and prepare for IEP meetings.

#### **AA. Extra Duty Assignment**

No mealtime supervision will be required of an elementary classroom bargaining unit member prior to the start of the teacher workday. Elementary teachers will not be required to do lunchtime supervision.

#### **BB. Equipment**

Should the Board implement new curriculum delivery methods or technologies (e.g., text messaging) teachers required to utilize these new methods will be provided the equipment by the Board of Education without cost to the teacher.

#### **CC. Building Leadership Teams/District Leadership Team**

Each educational building will maintain a Building Level Team (BLT) consisting of:

- Building administration
- Assigned academic coach
- A building teacher from each grade level at the elementary level (K-6)
- A representative from each of the core areas (Language Arts, Math, Science and Social Studies) at the secondary level (7-8-9-12)
- One additional teacher (Special Ed, Music, Art, PE)
- Others as determined by the BLT

The BLT shall be responsible for the creation of professional development, curriculum creation and modification, and is responsible for the analysis of district data. The BLT will meet on a monthly basis and shall be an open forum sharing ideas and developing solutions to concerns.

The BLT shall report to the DLT which shall be made up of:

- One representative from each BLT
- All building administrators
- Union President or designee
- Guidance counselor
- Representatives from the Superintendent's Office
- Others as determined by the BLT

The DLT shall be responsible for the coordination of BLT efforts to ensure compliance with State requirements, the District Mission statement and Board goals. The DLT shall meet on a monthly basis.

### **ARTICLE XIII. TEACHING CONDITIONS**

#### **A. Physical Conditions**

1. The preservation of safe, wholesome, and pleasant surroundings is of paramount concern both to the Board and the Association. To achieve this goal, the Board shall in each building, in all cases possible, enforce the following:
  - a. correct any hazardous condition brought to the immediate supervisor's attention;
  - b. establish a prompt process for room repairs;
  - c. close classroom and/or school buildings due to an improper heating system if the temperature falls below 60 degrees or rises over 85 degrees Fahrenheit;
  - d. provide and maintain safe and adequate parking facilities for the building staff;
  - e. provide alternate source of water sufficient to meet county health district requirements if water is off for an extended period of time.
  
2. Each classroom shall be provided with, but is not limited to, in all cases possible, the following:
  - a. student stations to accommodate the enrollment;
  - b. tack board, chalkboard, and/or white board

- c. safe storage space for instructional materials, equipment, and supplies;
  - d. electrical outlets and other accommodations for convenient use of audio-visual equipment;
  - e. proper ventilation;
  - f. artificial and natural light control;
  - g. space for reference materials;
  - h. proper lighting for the visual task to be accomplished;
  - i. locks and keys for all classroom doors; and
  - j. computers, printers, internet access, printer access (may be networked to other locations within the building)
  - k. instructional materials, including printer supplies, will be provided through the building's instructional supplies account.
3. Classroom interruptions by public address systems shall be permitted only in emergency cases. Regular announcements shall be made only at the beginning and at the close of the school day. Other classroom interruptions, for administrative or other purposes, shall be held to a minimum.
4. The Board shall provide, in each building, in all cases possible, the following:
- a. Bargaining unit members' rest areas, conference rooms, and lavatories, appropriately furnished, ventilated and maintained, conveniently available for the professional staff. Those facilities shall not be used for regularly scheduled meetings unless an emergency occurs.
  - b. A bargaining unit member workroom and storage space of suitable size and location, containing adequate equipment and supplies, to meet a bargaining unit member's needs in preparing instructional materials shall be available. This room, or the bargaining unit member rest area, will include a telephone to be reserved for the exclusive use of the bargaining unit member.
  - c. A copying machine, computer, and printer shall be available in each school, at all times, for the bargaining unit members' use for instructional materials. Except for emergency requirements, instructional material shall have priority over non-instructional materials.
  - d. The Board shall attempt to create a safe teaching and learning environment for students and staff by providing, when possible, modern technology advancements as part of the safety plan.
5. The Board recognizes that appropriate textbooks, library facilities, reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests to accompany text, questionnaires, software, office supplies and similar instructional materials, are tools of the teaching profession.

The Board recognizes the value of bargaining unit member participation in the selection and use of instructional materials, and agrees to solicit the advice of the

appropriate segment of the teaching staff in the process of selecting instructional materials. The ultimate recommendations rest with the Superintendent and approval rests with the Board.

The Board agrees that it will expedite its selection and purchasing process to implement the effective utilization of said instructional materials.

6. The Association will encourage its bargaining unit members in all cases possible, to adhere to the following:
  - a. leave facilities in an orderly fashion;
  - b. discourage vandalism;
  - c. maintain restrooms, lavatories, and other facilities by showing concern for neatness and cleanliness;
  - d. park vehicles in such a manner that available spaces are used most efficiently;
  - e. treat all equipment and materials with respect and care.
7. No bargaining unit member shall be required to assist in the evacuation of the Perry Nuclear Power Plant. Bargaining unit members shall retain responsibility for regularly assigned duties.
8. Bargaining unit members shall take all steps reasonably necessary to protect the life, health, safety, and welfare of students and bargaining unit members.
9. In the event a bargaining unit member desires to have access to their classroom at times when the building administrator is not present (i.e., evening and weekends), the bargaining unit member may request a building key and alarm code from the building administrator. Such access will be limited to the teacher's classroom, the teacher workroom, and all common areas, excluding the building office.
10. At the start of the student day, buildings will be locked and remain locked during the student day with monitored point(s) of entrance.
11. All bargaining unit members will be required to visibly display Ashtabula Area City Schools' identification badges during the workday.
12. Each student building shall contain a designated location for school nurses to make confidential phone calls.

## **B. Calendar**

1. The school year shall consist of 185 days as listed below. NEOEA Day shall be a day when school will not be in session and will not be included in the official school calendar. Should state law change, the Association and the Board of Education agree that the calendar can be revisited and adjusted.
2. The school calendar will include:

178 Student Days

- 1 Orientation Day
  - 1 Bargaining Unit Member Preparation Day (scheduled before the first student day)
  - 2 Parent Conference Days
  - 1 Bargaining Unit Member Records Day scheduled at the end of the first semester solely for the bargaining unit members to complete necessary paperwork and records
  - 2 Bargaining Unit Member Development/Records Day (scheduled at the end of the first nine (9) weeks and the first end of the second semester with staff development not to exceed three (3) hours and the remainder of the day for teachers' records). This meeting is to be held at the beginning of the teacher workday and will count as one (1) of the three (3) principal's meetings
3. All meetings will be held on Orientation Day and no mandatory meetings are to be held on Bargaining Unit Member Preparation Day.
  4. Except for make up examination purposes, no students will remain in the buildings after 12:00 noon on the last student day of the year.

**C. Calamity and Energy Days**

1. When the schools are to be closed, the Superintendent or designated representative will authorize media statements as early as possible, but in all cases, no later than 7:00 a.m. the morning of the school closing. Unless such an announcement is made, school buildings will be open to receive students.
2. Should hazardous weather or other emergencies occur during school hours, which would justify district and/or building closing, a telephone message from the Superintendent or designated representative will authorize such early closing. Only under those conditions can early closing occur.
3. In the event of buildings being closed due to hazardous weather or emergency conditions, bargaining unit members will not be required to report to work.
4. The decision to close any building due to an emergency will be made by the Superintendent or his/her designated representative. Bargaining unit members in the affected building shall not be required to remain on duty once the Superintendent has made the decision to close the building and all of the bargaining unit members' responsibilities have been discharged.
5. The Board will receive suggestions from the Association of any change in policy on the calendar and/or calamity days prior to said change.

**D. Conference Days**

District-wide Parent/Teacher Conferences will be held on a uniform basis (i.e., same schedule of visitation). Bargaining unit member input will be sought with respect to the parameters of the conference schedule. The ultimate scheduling decision shall be made by the Superintendent.

**E. After School Events and Activities**

The Board and Association acknowledge the value of the participation and support of bargaining unit members at after school events and activities and agree to encourage the attendance of bargaining unit members at after school events and activities.

**F. Professional Day Agenda**

Each Professional Day agenda shall be created by a joint AATA/AACS management committee made up of an equal number of members from each side based on the number of administrators on the committee as determined by the Superintendent. The committee shall include at least one member from each level (elementary, junior high and high school).

**G. Supplies**

Based upon the supplies allocated to the building by administration, each bargaining unit member shall be provided with an equitable amount of supplies, paper, printing and copying as determined by the Building Leadership team in order to effectively provide a quality education for students.

**H. Master Teacher Program**

The application to attain, designation of, or lack of Master Teacher status shall have no bearing on the evaluation, employment status, pay or teaching assignment of any bargaining unit member. No teacher shall be required or requested to apply to become a Master Teacher.

**ARTICLE XIV. OBSERVATION AND EVALUATION**

Bargaining unit member evaluation shall be according to H.B. 330 (O.R.C. 3319.11 and 3319.111), except as modified as follows:

**A. Purpose for Evaluation**

The purpose for observation/evaluation is to improve instruction and determine continued employment. The observation/evaluation process begins the first day of the school calendar year.

**B. Purpose for Evaluation Instrument**

1. The observation/evaluation instruments (as attached in Appendix A) will be used to assist and to assess the instructional process and bargaining unit member's professional performance. The performance, as observed/evaluated by the administrator, will include professional performance, professional qualifications, strengths, limitations, suggestions, tools, and assistance for how the bargaining unit member is to improve.

### **C. Schedule for Observation and Evaluation**

1. The bargaining unit member's observation/evaluation process is designed to provide a comprehensive guide for diagnosis, improvement and for constructive supervision.
2. There will be a maximum of four (4) formal observations of at least thirty (30) minutes in length during the school year. It is up to the discretion of the administrator when they take place but shall not be rescheduled more than twice per observation. The first evaluation shall be conducted and completed not later than the fifteenth (15<sup>th</sup>) day of January, and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the twenty-fifth (25<sup>th</sup>) day of January. The second evaluation shall be conducted and completed between the tenth (10<sup>th</sup>) day of February and the first (1<sup>st</sup>) day of April and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10<sup>th</sup>) day of April. There will be a minimum three week interval between each observation/evaluation.
3. A tenured bargaining unit member and a bargaining unit member with more than three (3) years experience in the district should be evaluated AT LEAST once every five (5) years.
4. In the event a tenured teacher's first observation has been deemed satisfactory by the evaluator, the evaluator may deem that the second observation for that school year is unnecessary.
5. Nothing included in the observation/evaluation procedure set forth herein shall prevent administrators from observing the overall performance of a member of the teaching staff during that member's work day and/or prevent the administrator from making written and oral comments on such observations of overall professional performance.
6. A copy of the written formal observation/evaluation will be given to the bargaining unit member within ten (10) school days. After the written report is given to the bargaining unit member, a mutual time will be established for a conference.
7. The Board of Education shall evaluate in compliance with the requirements of this Article in any school year in which the Board may wish to declare its intention not to re-employ a bargaining unit member.
8. No observations shall take place during the three (3) days prior to or after an extended school vacation (i.e. more than two (2) school days), except observations may take place the week before and the week after Thanksgiving.

#### **D. Orientation**

Each year, the Administrator and a bargaining unit representative will review the observation/evaluation process at the initial staff meeting.

#### **E. Evaluator**

Any evaluation conducted pursuant to this section shall be conducted either by:

1. A person who is under contract with a Board of Education pursuant to Section 3319.01 or 3319.02 of the Ohio Revised Code and holds at least one certificate named in Division (E), (F), (H), (J), or (L) of Section 3319.22 of the Ohio Revised Code.
2. In the event an employee performs work under a supervisor in more than one building, one supervisor shall be designated as the evaluating supervisor. The evaluator shall not be a bargaining unit member.
3. In the event an employee has more than one supervisor/principal, that employee's evaluation shall be conducted on a rotating basis.

#### **F. Fair Dismissal**

1. All newly hired bargaining unit members will be on 3 years probation.
2. At any time during the probationary period, the bargaining unit member may be non-renewed at the discretion of the Board of Education with just cause.
3. A bargaining unit member who has completed three (3) years of employment for the Ashtabula Area City Schools and has not been non-renewed prior to the completion of the third year of employment, may not thereafter be non-renewed, except for just cause.
4. Just cause, for the purpose of fair dismissal, shall be defined as failure to correct documented deficiencies of teaching/contractual duties. This definition does not apply to the meaning of "just cause" for discipline purposes under Article X Discipline.
5. All long-term substitutes shall be non-renewed at the conclusion of each school year without cause.

#### **G. Appeal**

Bargaining unit members who are non-renewed under this article shall have the election to appeal to the Court of Common Pleas or to employ the grievance and arbitration procedures of the collective bargaining agreement.

Once a bargaining unit member either files a grievance or files a complaint in Common Pleas, said bargaining unit member has made an election and is bound by said Election.

- H. AATA agrees to continue the review and revision of the current evaluation documents and procedures pursuant to the goals and timelines in the 'Scope of Work' created and maintained under the Race to the Top program in order to meet the requirements of Ohio Revised Code.

## XV. LEAVES OF ABSENCE

### A. Jury Duty/Subpoenaed Witness Leave

A bargaining unit member shall be granted such time as is necessary for jury duty/subpoenaed witness. Such leave will not be charged against personal leave. Notice of absence must be called in prior to the day of service as a juror/subpoenaed witness. The bargaining unit member shall be paid the difference between the bargaining unit member's regular compensation and the remuneration received for serving as a juror.

### B. Personal Leave

1. Definition of Personal Leave:

Time needed to take care of personal business or personal family obligations that can only be taken care of during school hours.

2. Bargaining unit members will be granted three personal leave days per year and may be used in one-fourth (1/4) day increments.

3. Personal leave shall be submitted in advance, unless an emergency occurs.

4. Personal leave may not be used the day before or after a holiday or extended break or NEOEA Day. Exception to this rule may be granted at the discretion of the Superintendent.

5. One (1) personal leave day shall be carried over to the next year and any remaining personal leave days will be converted to sick leave days at the end of each school year.

### C. Sick Leave

1. Each bargaining unit member shall be paid regular compensation for time lost due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other bargaining unit members, or to students, emergency dental care, and for illness, injury or death in the bargaining unit member's immediate family. The following limits apply:

- a. Maternity/paternity/adoption – 30 working days after the birth or placement of the child – extension available upon written doctor request.

- b. illness or injury in the immediate family – 30 days per year. Exception to this rule may be granted at the discretion of the Superintendent.
- 2. Each bargaining unit member shall be granted one and one-quarter (1-1/4) sick days per month, or fraction thereof, up to a maximum of fifteen (15) days per year. Accumulation of unused sick leave shall be unlimited.
- 3. Sick leave may be used in increments of one-quarter (1/4), one-half (1/2), three-fourths (3/4) or one (1) working day.
- 4. Accumulated sick leave shall be retained during a leave of absence.
- 5. A bargaining unit member new to the school system and a bargaining unit member who has exhausted all earned sick leave shall be advanced five (5) days sick leave prior to the start of each new school year.
- 6. If sick leave exceeds five (5) consecutive days, a bargaining unit member must have a doctor's excuse with diagnosis and prognosis. If it is determined that there is a pattern of sick leave use (for example, repeatedly being absent on certain days), the bargaining unit member must have a doctor's excuse with a diagnosis and prognosis.
- 7. Non-use of Sick Leave Stipend

Bargaining unit members shall receive a stipend, in accordance with the following schedule, for not using sick leave during the entire school year. In order to be eligible for a stipend, the bargaining unit member must be employed on both the first and last day of the school year and submit the proper form as found in Appendix J to the Treasurer's office electronically or via hard copy on or before 4:00 p.m. on June 15 of each year. Stipends will be paid to eligible bargaining unit members as follows:

Zero (0) sick days used	\$500
One (1) sick day used	\$400
Two (2) sick days used	\$300

All payments will be paid by a separate check, subject to the bargaining unit member's customary withholdings and taxes.

- 8. Sick Leave Bank (SLB)
  - a. Membership
    - (1) The sick leave bank is voluntary for members of the bargaining unit and who have been bargaining unit members, employed for 120 consecutive days or certified administrators.
    - (2) Only participating members may benefit from the program.

- (3) To become a participating member of the SLB, a bargaining unit member must donate two (2) sick days during the open enrollment period. The enrollment period shall be August 20 through September 20 each year.
- (4) Donated days will be deducted from the second pay period in October.
- (5) Donated days are not returnable nor do they count against the stipend for non-use of sick days.
- (6) At any time the number of SLB days falls below one hundred (100) days, each participating member not currently drawing SLB days shall contribute an additional one (1) day to the sick leave bank within thirty (30) days after receiving notification of the same or forfeit membership.
- (7) The sick leave bank shall be available when twenty-five percent (25%) of the bargaining unit participates.
- (8) Bargaining unit members using sick leave bank days will not be compensated for professional development meetings or any other committee meetings scheduled or attended after the regular workday. Furthermore, the bargaining unit member shall not attend any meeting or duty (teaching or supplemental) while utilizing SLB days.

b. Qualifications for Use of the Sick Leave Bank

- (1) Members of the SLB may be granted days for serious illness and/or injury to themselves or immediate family members.
- (2) All accumulated sick and personal leave must be exhausted before an individual is eligible for SLB days.
- (3) All unused days must be returned to the SLB.
- (4) Sick days earned during the absence will be used instead of SLB days.
- (5) SLB days will not be used in lieu of disability retirement.
- (6) Members who are receiving temporary disability payments for the Workers' Compensation Bureau are not eligible to receive SLB days
- (7) A member requesting SLB days for mental/emotional disability must be under the care of a licensed physician and be involved in an active treatment plan.
- (8) SLB grants will end as of the last workday of the school year. SLB grants will not automatically be carried over from one school year to another.
- (9) No bargaining unit member shall be actively employed with any other employer, private or public during the period of time that she/he is receiving benefits from the SLB.

c. Administration/Review of Cases

- (1) A committee shall be formed to administer the SLB. All cases shall be reviewed for final decision by a minimum of five (5) members of the SLB Committee. All voting will be anonymous and in writing. This committee shall consist of:

AACS Treasurer or designee  
AACS Superintendent or designee  
Building administrator of the applicant (non-voting)  
AATA President or designee  
Secondary bargaining unit member  
Elementary bargaining unit member

In the event a certified administrator submits an SLB Request Form, an administrator other than the applicant will be selected by the Superintendent to participate as a voting member of the SLB committee. In such event, one of the AATA committee members will become a non-voting committee member.

- (2) A participating member may draw upon the SLB by making application through the SLB Committee. The SLB Request Form must be presented to the AACS Superintendent or Treasurer if the Superintendent is not available and will be forwarded to the SLB Committee for action. Action on the members request will be by majority vote of the committee within ten (10) working days of the notification. The SLB Committee shall notify the Treasurer's Office of the participant and the number of sick leave days granted within two (2) working days of the decision. The decision of the SLB Committee shall be final, binding and not subject to the grievance procedure, court action or any appeal.
- (3) Confidentiality - The SLB Committee shall take all necessary steps to insure the confidentiality of its decisions.
- (4) Certification by Physician
- (a) The SLB Committee shall require a physician's certification to verify need for SLB days and attesting to the individual's incapacity to perform assigned duties. This shall accompany the SLB Request Form found in the AATA Master Agreement (Appendix D-4).
- (b) The SLB Committee may require the applicant to secure a second certificate from a physician of the Committee's choice. Expense, if any, of securing the second certificate shall be borne by the member applicant.

- (5) In the event that a member is physically unable to make a request to the SLB, a family member or agent may file the request on the member's behalf.

d. **Distribution of Days from the SLB**

Under most circumstances, the SLB Committee may grant up to a maximum of twenty (20) days per individual per school year.

**D. Transfer of Sick Leave Credit**

A bargaining unit member that has prior employment with an Ohio public agency, providing that such employment has been within ten years from the time of employment with the Ashtabula Area City School District may transfer all unused balance of sick leave. To receive such credit, a bargaining unit member shall present to the Treasurer a certificate from the public agency in Ohio, from which employed. Such certificate shall indicate the number of unused sick leave days accrued by the bargaining unit member at the time of termination of employment from that agency.

**E. Absence Due to Illness and/or Injury in the Immediate Family**

The definition for illness and/or injury in the bargaining unit member's immediate family shall be: husband, wife, children, father, mother, grandparent, grandchild or any identified dependent member of the same household and/or other relatives the Superintendent or Superintendent's designee may approve.

**F. Death in the Immediate Family**

1. The definition for death in the bargaining unit member's immediate family shall be: husband, wife, child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, members of same household, persons standing in the same stead as any of the above, and/or other relatives whom the Superintendent or the Superintendent's designee may approve. A bargaining unit member will be allowed four (4) consecutive workdays with pay for this type of absence. Such absence shall be charged against the bargaining unit member's sick leave.
2. For death of other relatives, the bargaining unit member shall be allowed two (2) consecutive workdays, with pay, with the approval of the Superintendent. Such absence shall be charged against the bargaining unit member's sick leave.
3. The Superintendent may extend the number of days allowed when the circumstances justify additional absence with pay. Such absence shall be charged against the bargaining unit member's sick leave accumulation.
4. Use of sick leave for a death in the bargaining unit member's family shall not be counted against the bargaining unit member's eligibility for the non-use of sick leave stipend.

## **G. Association Leave**

1. The Board shall authorize thirty (30) days of Association Leave with pay per year for use at the discretion of the Association President in order to conduct Association business. Such leaves shall be granted, upon written application, made no less than five (5) school days in advance to the Superintendent. The Association President will notify the Superintendent no later than six (6) days in advance of the names of members who are applying for Association Leave.
2. An Association member who is elected to state and national offices of the Association's affiliated organizations and has requested and received approval by the Board, shall be permitted to attend these meetings without loss of pay. A substitute teacher shall be paid by the Board. Other attendance expenses shall be provided by the Association and/or its affiliates.

## **H. Assault Leave**

A bargaining unit member who is absent because of a physician-documented disability resulting from a documented assault on the bargaining unit member, which occurred during Board-employment time to include the time before, during and/or after normal school hours, shall be maintained on full payroll status for the incapacitation period which has been certified by the physician. Assault leave shall not be charged against sick and/or personal leave.

## **I. Workers Compensation**

### **1. Coverage**

All bargaining unit members covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death in course of or arising out of their employment.

### **2. Reporting**

An injury incurred while performing assigned responsibilities shall be reported on the appropriate accident report form and submitted to the injured bargaining unit member's supervisor within twenty-four (24) hours after the injury when practicable, and an application shall be filed with the Bureau of Workers' Compensation. The Assistant Superintendent or his/her designee shall assist any bargaining unit member in filing a Worker's Compensation Claim. The bargaining unit member shall have the right to apply for wage reimbursement under Workers' Compensation or use accrued sick leave but may not use both.

### **3. Fringe Benefits**

Hospitalization and life insurance benefits provided by this agreement not covered by Workers' Compensation will be provided at the Board's expense to the injured bargaining unit member for a period of twelve (12) months immediately following the

date of an injury which is determined to be disabling and prohibits the bargaining unit member from working. After twelve (12) months, continuance of the aforementioned benefits will be at the bargaining unit member's expense.

#### **J. Professional Leave and/or Travel**

1. A bargaining unit member who desires attendance at a professional meeting must submit his/her request at least two weeks in advance of the meeting.
2. A bargaining unit member must receive approval at each level in the school system's organizational chart before the Superintendent will make a decision. At the request of the bargaining unit member, recommendations made by lower level administrators will be shared with the Superintendent.
3. A bargaining unit member who requests compensation for travel outside the school system must file said request on the form "Ashtabula Area City School's Expense Account."
4. A bargaining unit member shall be paid mileage at the approved mileage rate which will be the rate established by the Internal Revenue Service, but not less than twenty-seven cents (\$.27). It will be the responsibility of both parties to be aware of the IRS rate.
5. A bargaining unit member that requests the Board to pay for registration fees, including pre-payment expenses, must receive approval by the Superintendent.
6. Approved travel for professional purposes will include reasonable and approved expenses for meals and lodging. Travel to and from a meeting location will be reimbursed at a distance not to exceed 400 miles or 800 miles in total two-way travel. If more than one bargaining unit member is attending a meeting, it is expected that said bargaining unit member shall travel in a common automobile and, thus, travel reimbursement shall occur only once. Exceptions to the above may be approved by the Superintendent.
7. A bargaining unit member shall file an expense account punctually upon returning from outside travel or at the end of each month for inter-school travel.

#### **K. Military Leave of Absence**

Military leave shall be authorized in accordance with the Ohio Revised Code.

#### **L. Sabbatical Leave**

The Board agrees that the following extended leave policy shall be in effect:

1. A bargaining unit member who shall have five (5) years of consecutive service may, with the permission of the Board and the Superintendent of Schools, take a leave of absence for not less than one semester or not more than two semesters subject to the following restrictions:

- a. The bargaining unit member shall present for approval by the Superintendent, a plan for professional growth in the field of education. Course work shall be directly related to the bargaining unit member's area of certification/licensure unless the plan's intent will result in an additional area of certification.
  - b. At the conclusion of the leave, the bargaining unit member shall provide evidence that the plan was followed by providing official documentation.
  - c. Failure to follow the above plan will result in the bargaining unit member having to reimburse to the Board all salary and compensation including the cost of fringe benefits paid to the bargaining unit member during the leave.
2. A bargaining unit member must make application for extended leave prior to April 15 for the subsequent school year.
  3. An applicant shall be notified of decision prior to the end of the current school year. (The time limitation set forth in paragraphs 2 and 3 herein may be waived by the Board.)
  4. An applicant granted leave shall be paid at the rate of the difference between the substitute's pay and the bargaining unit member's expected salary.
  5. An applicant granted leave shall be relieved of all responsibilities during the term of the leave.
  6. An applicant granted leave is required to return to the district at the end of leave for a period of at least one year, unless the bargaining unit member has completed twenty-five (25) years of teaching in the State, or unless the Board has waived the requirements in writing.
  7. A bargaining unit member on such leave shall have the option of purchasing from the Board all fringe benefits (i.e., hospitalization, surgical, major medical, vision, dental, and life insurance.)
  8. Not more than one percent (1%) of the certified bargaining unit member shall be eligible for leave at the same time.
  9. No bargaining unit member may receive leave more often than once for each five (5) years of service, nor be granted a leave a second time when other members of the bargaining unit member have filed a request for such leave.
  10. When a bargaining unit member returns from leave, he/she shall be placed on the salary schedule at the level he/she would have been on had he/she remained actively employed in the Ashtabula Area City School District. All benefits to which he/she was entitled at the commencement of the leave, including accumulated sick leave, shall be restored to him/her. He/she shall be assigned to the same position or a position comparable to that held at the time the leave commenced.

## **M. Other Extended Leaves of Absence**

### **1. Association Service**

The Board agrees that up to three (3) bargaining unit members designated by the Association, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in Association (local, state, and national) activities.

### **2. Teaching Service Outside of AACCS**

- a. A leave of absence without pay for up to two (2) years will be granted to any bargaining unit member who joins the Peace Corps, VISTA, National Teacher Corps, or who serves as an exchange teacher or an overseas teacher, and who is a participant in any such program.
- b. A bargaining unit member with tenure will be granted a leave of absence, without pay, for up to two (2) years, to teach in an accredited college or university.
- c. A bargaining unit member who applies for leave for teaching outside the United States or for college training will make application at least sixty (60) days prior to the beginning of such requested leave, whenever possible. Contractual or other evidence verifying the bargaining unit member's plan for the period of leave will be submitted with the application to the Superintendent.
- d. If the proposed teaching in another school outside the United States involves an exchange and the use of a teacher from outside the Ashtabula Area City Schools, as a replacement for the bargaining unit member on leave, such replacement will be approved by the Superintendent before the requested leave is granted.
- e. A bargaining unit member will provide supporting evidence to the Superintendent upon completion of the service, which indicates that the plan under which the leave was granted was carried out.

### **3. Educational Advancement**

The Board will grant a leave of absence, without pay, to any bargaining unit member who applies, for a period of not more than two (2) consecutive school years for educational purposes. Section 2.e., above, will apply.

### **4. Public Office Service**

The Board will grant a leave of absence, without pay, to any bargaining unit member to campaign for, or serve in, a public office, or to campaign for a candidate for a public office. Such leave will not exceed the length of the campaign or term in office, whichever is appropriate.

5. Military Service

A bargaining unit member whose spouse is inducted or enlists in the military service will be granted a leave, without pay, for the period of said induction or initial enlistment.

6. Family Illness, Maternity, Paternity, Adoption Leave

A bargaining unit member will be granted a leave of absence, without pay, for up to one (1) year for the purpose of: caring for a sick member of the bargaining unit member's immediate family, maternity leave, paternity or adoption, upon that bargaining unit member's request. Additional leave may be granted at the discretion of the Board.

7. Other

A bargaining unit member may be granted a leave of absence for other reasons by the Board.

8. Leave Rights

- a. While on any of these leaves, a bargaining unit member will have the option of purchasing from the Board all insurance premiums (i.e., hospitalization, surgical, major medical, vision, dental, and life insurance.)
- b. Not more than a total of two percent (2%) of the bargaining unit will be eligible for leaves 1 through 5 in any given year.

9. Personal Illness Leave

- a. A bargaining unit member whose personal illness or other disability extends beyond the period covered by accumulated sick leave and any additional sick leave granted by the Board and upon written request, will be granted a leave of absence for a period of not more than three (3) consecutive years. Leaves will be granted for a maximum of one (1) year at a time. If the bargaining unit member wishes to extend the leave beyond one (1) school year, it will be necessary to reapply. In order to be eligible for such leave, the bargaining unit member must provide written documentation (i.e., medical report) from the bargaining unit member's physician.
- b. A bargaining unit member who exhausts the sick leave days warranted under this agreement and has obtained personal illness leave shall be entitled to have the Board pay the cost of the premiums for the fringe benefit insurance subject to the following:
  - (1) A bargaining unit member having five (5) years of continuous service with the Board shall be entitled to thirty (30) days' coverage.

- (2) A bargaining unit member having ten (10) years of continuous service with the Board will have sixty (60) days' coverage.
- (3) A bargaining unit member having fifteen (15) years or more of continuous service with the Board will have ninety (90) days' coverage.

## 10. Family and Medical Leave Act

### A. Eligibility

1. An eligible employee may request FMLA and shall be entitled to up to twelve (12) weeks unpaid leave per school year (July 1 to June 30) for the following reasons:
  - a. Because of the birth of a son or daughter and in order to take care of a newborn child
  - b. Because of the placement with the employee of a son/grandson or daughter/granddaughter for adoption or foster care;
  - c. In order to care for the employee's spouse, son/grandson, daughter/granddaughter and/or parent with a serious health condition;
  - d. Because of a serious health condition that makes the employee unable to perform the functions of the employee's position;
  - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and
2. In addition to the aforesaid qualifying reasons for leave, each eligible employee is entitled to and shall be granted upon request up to twenty six (26) weeks of unpaid leave per school year (July 1 to June 30) to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the servicemember.
3. An "eligible" employee is one who has been employed by the Board for at least twelve (12) months and has been employed for at least one thousand two hundred fifty (1250) hours of service for during the twelve month period (July 1 to June 30) immediately preceding the commencement of FMLA leave.
4. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider.
  - a. Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity

(for the purpose of this section defined to mean the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recover there from) or any subsequent treatment in connection with such inpatient care, or;

b. Continuing treatment by a healthcare provider as defined by the FMLA Final Rule 29 C.F.R. § 825.115.

5. If a husband and wife both work for the Board and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care the husband and wife may only take a combined total of twelve (12) weeks of FMLA leave.
6. If a husband and wife both work for the Board and each wishes to take leave to care for a covered servicemember with a serious injury or illness, the husband and wife may only take a combined total of twenty-six (26) weeks of FMLA leave.
7. The employee's use of FMLA shall not affect the employee's ability to use other paid or unpaid leaves of absence as provided by this contract.

#### B. Notification

1. If FMLA leave is foreseeable, the employee shall give the Board thirty (30) days notice of the need to take FMLA leave. The employee should make reasonable attempts to schedule treatments so as to not unduly disrupt the Board's operations. If advance notice is not possible, the employee shall give the Board as much notice as is practical.
2. If an eligible employee is off for more than five (5) consecutive days and the Board has determined that the employee meets the criteria for FMLA, FMLA notification of the commencement of FMLA leave will be sent to the employee. The employee may provide within fifteen (15) days of receipt of the determination evidence that the leave does not qualify as FMLA leave.
3. It shall be the responsibility of the employer to declare an FMLA event and the employee shall not be required to apply for FMLA.

#### C. Substitution

1. Any accrued paid leave shall be substituted for unpaid FMLA leave when an eligible employee takes FMLA leave and all conditions for paid leave under this agreement have been met.
2. Accrued paid leave shall be applied concurrently with FMLA leave.

3. For purposes of this section, accrued paid leave includes paid vacation, personal, family, medical or any other paid leave under this agreement.

#### D. Intermittent Leave

1. If medically necessary, employees may use their FMLA leave on an intermittent basis, by taking leaves of less than a day or working a reduced work week.
2. An employee may have the right to request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the employee's FMLA leave schedule.
3. Only the actual time which an employee misses due to FMLA leave will be applied to the employee's twelve (12) week limit.

#### E. Benefits

1. While on FMLA leave, the Board will continue to maintain health and life insurance, with the Board paying its share of the employee's insurance premiums. If applicable, the Board will also maintain other benefits afforded to employees on approved leaves of absence (paid or unpaid) consistent with Board Policy and the terms of this agreement.
2. When an employee returns from FMLA leave, the employee shall be restored to his/her prior position or an equivalent position which has equivalent benefits, pay and other terms and conditions of employment. However, an employee returning from FMLA leave will have no greater right to a position than if he/she had not take the leave.

#### F. Certification

1. When the leave is foreseeable and at least thirty (30) days notice has been provided, an employee shall present written certification of the need to take FMLA leave before the leave begins. In the event the FMLA leave is unforeseeable, the employee shall have fifteen (15) calendar days after the employee's request for FMLA leave to present the written certification.
2. The Board can, at its expense, require the employee to get a second opinion by a physician of its choice. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the Employee. The third opinion shall be final and binding.
3. The Board can require the employee to supply re-certification to support continuing FMLA leave every thirty (30) days except such requests shall be subject to the following provisions:

- a. If the medical certification indicates that the minimum duration of the condition is more than thirty (30) days, then the Board shall not request recertification until such time expires.
  - b. If the circumstance described by the previous medical certification have changed significantly the Board may request re-certification at that time even if prior to the thirty (30) day restriction.
4. The Board shall use only the US Department of Labor (DOL) forms for the certification and/or recertification of any FMLA event and shall not require the release of any additional health information other than what is required to complete said form.

**G. Return to Work**

1. Prior to returning to work after taking FMLA leave for the employee's own serious health condition, the employee shall present a fitness-for-duty certification from the health care provider stating the employee is fit to return to work.
2. The fitness for duty certification shall specifically indicate that the employee is able to perform the essential functions of the employee's position.

- H. Except to the extent that specific provisions contained in this Section expressly provide to the contrary, the parties agree that the Board and employees shall comply with all provisions of the Family and Medical Leave Act (FMLA) and all applicable Federal regulations interpreting FMLA.

11. When a bargaining unit member returns from leave, he/she shall be assigned to the same position or a position comparable to that held at the time the leave commenced. Step advancement on the salary schedule shall be frozen from the time the leave commences until the bargaining unit member returns.

**N. Death of Student**

Trauma leave will be assessed by the Superintendent on a case by case basis.

**O. Notification of Return from Leave**

Bargaining unit members on Leave of Absence must notify the Superintendent by April 1 of his/her intention to return to duty. If the bargaining unit member fails to comply, the Leave of Absence shall become a resignation.

**P. Absence Without Leave**

In the event an employee is faced with circumstances that require him/her to be absent from work, and the employee has exhausted all appropriate leave days (i.e., sick leave,

personal leave, etc.), the employee must make a request for leave of absence from his/her immediate supervisor in advance of the contemplated leave of absence. Such a request must be made within a reasonable time in advance of the contemplated absence, and each request will be considered on a case-by-case basis. The failure to notify the employee's immediate supervisor as provided herein, or being absent without leave, may be grounds for disciplinary action.

## ARTICLE XVI. GRIEVANCE PROCEDURE

### A. Definitions

1. A Contract Grievance Item is a claim based upon interpretation, meaning, or application of this negotiated Agreement. A grievance in this category may be processed, if necessary, through Level Four.
2. A Grievance Other than a Contract Item is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a bargaining unit member or group of bargaining unit members. A grievance in this category may be processed, if necessary, through Level Three.
3. An aggrieved person is the person(s) making the claim for himself/herself or for the Association and shall be a bargaining unit member.
4. A party in interest is the person(s) making the claim and any person who may be required to take action or against whom action might be taken in order to resolve the claim.
5. An Association representative shall be defined in the grievance procedure as a member of the Professional Rights and Responsibilities Committee or any person(s) designated by the Association President.
6. Days shall mean days school is in session, except during the summer and school recess when "days" shall mean weekdays.

### B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to a grievance. Both parties agree that the proceedings shall be kept as informal and confidential as is possible. No reprisal of any kind shall be taken by the Board, the Administration, or any Board employee against anyone because of his/her participation in this grievance procedure.

### C. Procedure(s)

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level are a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by written

mutual agreement. Any grievance may be withdrawn at any level and all grievance discussion and communication shall remain confidential. A summary of discussion and communication shall remain confidential. A summary of the resolution of grievance(s) except for the names of the parties involved may be shared with the administration and the Association.

2. Any discussion or hearing held shall be a closed session, unless mutually agreed to the contrary.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel record(s) of the participant(s).
4. Failure of the Association to file or appeal the grievance within the specified time limits shall cause the grievance to be resolved with the last response from administration. Failure of the administration and/or Board to respond within established time limits will cause the grievance to be settled in favor of the grievant.

### Level One

#### Building Principal/Supervisor/Treasurer

1. a. The bargaining unit member shall first discuss the matter with his/her Building Principal, Immediate Supervisor or Treasurer. When requested by the bargaining unit member, a representative of the Professional Rights and Responsibilities Committee of the Association, or other chosen representative of the Association, shall accompany the bargaining unit member in discussion with the administrator. This grievance procedure must be initiated within thirty (30) days from the date the alleged grievance was known or reasonably should have been known.
  - b. In the event that the response given at Level One, a., is unsatisfactory, the grievant(s) may file, in writing, a formal grievance. Such filing shall be within ten (10) days of the meeting held at Level One, a. The written grievance shall be filed with the appropriate administrator (Building Principal, Immediate Supervisor or Treasurer) who has the authority to grant the relief sought.
2. Within five (5) school days after receipt of the grievance, the principal, administrator, or Treasurer involved shall answer the grievance in writing and forward copies of the decision to the grievant and Association representative.

### Level Two

#### Superintendent

If after receiving an answer at Level One the aggrieved person remains aggrieved, the grievance shall be forwarded to the Superintendent for a Level Two decision in the matter unless the grievance was filed with the Treasurer. Such request must occur within five (5) school days following the receipt of the answer at Level One. The Superintendent shall

meet with the aggrieved person and a representative of the aggrieved's choice within ten (10) school days following the receipt of the written grievance. Within ten (10) school days following the conference hearing, the Superintendent shall forward a copy of the Level Two decision to the grievant. The Board of Education shall receive a copy of the grievance forms if the Superintendent denies the grievance.

In the event the grievance was filed with the Treasurer, and if after receiving the Level One response, the grievant remains aggrieved, the grievant has the option of appealing the decision to Level Three or Level Four.

### Level Three

#### Mediation (Optional)

If after receiving the answer at Level Two the bargaining unit member remains aggrieved, the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Level 2. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) days from the filing. If the mediation effort is unsuccessful or is not initiated and the bargaining unit member remains aggrieved, the Association may proceed to Level Four.

### Level Four

#### Arbitration

If, after receiving the answer at Level II or Level III, the bargaining unit member remains aggrieved, the Association shall notify the Board in writing of its intent to submit the grievance to arbitration. The Association shall submit its demand for arbitration to the American Arbitration Association to provide the parties with a list of nine arbitrators from which an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator. Such written request must be made within fifteen (15) school days following the receipt of the decision at Level III. The arbitrator shall have the authority to hold hearings and confer with any party deemed advisable in seeking to affect the resolution of the grievance. In these proceedings, the aggrieved shall be represented by the Association. Each party shall have the right to subpoena a witness(es). The decision of the arbitrator shall be binding on both parties. The parties shall equally share the expenses of the arbitrator. Each, however, shall be responsible for any additional expenses incurred including fees and expenses of its representatives.

#### **D. Expedited Arbitration**

With agreement of both parties, Expedited Arbitration may be employed under the rules and regulations of the American Arbitration Association.

## **E. Power of the Arbitrator**

1. The arbitrator shall:
  - a. Be empowered, except as limited below, after due investigation, to make a decision in case of a claim based upon interpretation, meaning, or application as outlined in Section A (1).
  - b. Have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - c. Have no power to change the Board's officially adopted salary schedule and indexes.
  - d. Have no power to decide any question, under this Agreement, which is solely within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management except as conditioned by this Agreement.
2. In the event it is claimed by the administration and/or Board that any matter filed as a grievance is not arbitrable as a contract grievance, as is contemplated by the definition of contract grievance contained in Section A 1 of this Article, such dispute may be pursued to arbitration with the arbitrator having the authority to rule on the issue of arbitrability prior to conducting a hearing on the merits of the dispute.
3. Any decision by an arbitrator, which is outside the scope of the arbitrator's power as outlined by the section, shall be null and void and not binding on any party.

## **F. Rights of the Grievant and the Association**

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
2. The Association has the exclusive right to be present for the adjustment of any and all grievances. Any remedy must be with the agreement of the Association.
3. It shall be the exclusive right of the Association to issue forms to grievant.
4. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
5. The Association shall receive copies of all communications in the processing of grievances.

## **ARTICLE XVII. CONTINUING EDUCATION**

The Board, in cooperation with the Association, agrees to make available facilities to any university or college to conduct undergraduate/graduate classes.

**A. Local Professional Development Committees**

1. The LPDC shall consist of eight (8) members.
2. The LPDC shall have five (5) of its membership identified as classroom teachers with staggered three (3) year terms beginning in 1999-2000.
3. The Association shall select the five (5) bargaining unit member members of the LPDC.
4. The Superintendent shall appoint three (3) administrative members with staggered three (3) year terms to the LPDC beginning in 1999-2000.
5. In the event of a vacancy, the committee member shall be replaced by the responsible appointing authority.
6. The Association, pursuant to its Constitution, shall determine the method(s) of recalling or replacing LPDC bargaining unit member.
7. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.
8. If the LPDC decides to form a Collaborative Professional Development Committee, CPDC, the CPDC shall have an effective starting and ending date of no longer than one school year (August - June).
9. The LPDC shall determine its operational procedure, e.g., structure, quorum, meeting schedule, appeals process, CEU approval, record-keeping procedures, etc.
10. LPDC members shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.
11. If training is available during the workday, committee members shall be given paid released time by the Board of Education to attend.
12. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled.
13. Each LPDC member shall be paid a stipend of .001 of BA base per hour for meetings scheduled after the school day or after the regular school year.

- B.** The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement.

## **ARTICLE XVIII. ACADEMIC FREEDOM**

A bargaining unit member seeks to educate a student in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, and the laws of the land, and to instill appreciation of the values of individual responsibility. It is recognized that these democratic values can be transmitted in an atmosphere which is free from censorship and artificial restraint upon free inquiry and learning, and in which academic freedom for bargaining unit member and student is encouraged within courses of study using research based curriculum and instruction in compliance with the Ohio State Academic Content Standards.

## **ARTICLE XIX. ACKNOWLEDGEMENT OF COMPLETE AGREEMENT**

- A.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understanding and agreements arrived at by the parties, after the exercise of the right and opportunity, are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations. Furthermore, it is agreed and understood that as a result of these negotiations any item that was altered from the previous contract and affects a contemporaneous understanding (written or oral), the agreed upon language in the Agreement shall prevail.
- B.** The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of bargaining unit members, or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of bargaining unit member employment on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- C.** The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

## **ARTICLE XX. DISTRIBUTION**

Copies of this Agreement will be printed by the Board and the Association, at mutual expense, and a copy given to each bargaining unit member. Fifty (50) additional copies shall be given to the Association President.

## **ARTICLE XXI. CONTRARY TO LAW/SEVERABILITY**

This contract supersedes and prevails over all statutes of the State of Ohio except as specifically set forth in Section 4117.10(A), Revised Code and/or as specifically provided for in this agreement. However, should any court of competent jurisdiction or the State Employment Relations Board, determine, after all appeals or times for appeal have been exhausted, that any

provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

Negotiations shall reopen within fifteen (15) days on that section found to be null and void. Failure to reach agreement shall cause implementation of Article II(D).

## **ARTICLE XXII. SALARY SCHEDULE**

### **A. Experience Credit**

1. A certificated bargaining unit member new to the district may be given, at the discretion of the Board, a maximum of ten (10) years of prior teaching experience provided he/she has the following:
  - a. Experience earned in the public schools, and/or
  - b. Experience earned in chartered non-public schools located in Ohio.
2. A bargaining unit member shall be credited with all years of active military experience not to exceed five (5) years; military service must be eight (8) continuous months of service to be recognized as a year of authorized experience.
3. A bargaining unit member employed in a regular or substitute position, for at least 120 days, shall be credited with one year of experience. The number of hours per day is not to be considered a factor for the 120 days requirement. Days must be earned within a regular school year ending June 30.
4. For the 2012-2013 school year bargaining unit members will not receive an experience step increase on the salary schedule on July 1. All bargaining unit members will receive a full step increase on January 22, 2013 which shall not be retroactive.

### **B. Filing of Earned Credit**

The Board shall adjust and horizontally move on the salary schedule, a bargaining unit member's salary when:

1. A bargaining unit member attains additional college credits necessary to move to the next salary training classification, and
2. The bargaining unit member will submit a copy of the transcript to the office of the Superintendent. The step increase will become effective on the day after board action.

### **C. Definitions of Salary Schedule Columns**

B.S.	Bachelor's Degree
B.S. plus 10	Bachelor's Degree and 10 semester hours earned after BS
B.S. plus 20	Bachelor's Degree and 20 semester hours earned after BS
M.A.	Master's Degree
M.A. plus 10	Master's Degree and 10 semester hours earned after MA

M.A. plus 20	Master's Degree and 20 semester hours earned after MA
M.A. plus 30	Master's Degree and 30 semester hours earned after MA

**D. Severance Pay**

1. The Board will pay to a bargaining unit member or his/her beneficiary who is eligible for retirement payments, under the State Teachers' Retirement System, and who is retiring directly from employment in the Ashtabula Area City School District, or dies severance pay based on said bargaining unit member's rate of pay at the time of retirement or death.

This amount is not to exceed one-fourth (1/4) of his/her accrued, unused sick leave. Such payment will be made only once to a bargaining unit member. Payment for sick leave, on this basis, will be considered to eliminate all sick leave accrued by the bargaining unit member at that time.

2. The retiring bargaining unit member is required to submit to the fiscal office a copy of their first retirement check or first Notification of Direct Deposit from the State Teachers Retirement System.
3. Severance payment will be issued the first certified pay after the fiscal office receives documentation that retirement has officially commenced.

**E. Hourly Bargaining Unit Members' Salary and Fringe Benefits**

1. A regular hourly bargaining unit member's contract will include a statement of his/her wages and/or rate of pay.
2. A regular hourly bargaining unit member will receive his/her normal hourly rate in case of snow or other calamity days when school is closed, and in a case when all students in a class or age group are absent, and the regular hourly bargaining unit member is present and prepared to work on scheduled service day.
3. A regular hourly bargaining unit member will be entitled to all leaves of absences granted to any other bargaining unit member under the leave of absence provisions of Article XV.
4. All regular hourly bargaining unit members employed by the Board shall be permitted to purchase, at their own cost, fringe benefits as a part of the group rate attributable to the bargaining unit. The Board will pay one hundred percent (100%) of the cost of the fringe benefit package for all regular hourly bargaining unit members employed full time, (at least seven hours daily) and fifty percent (50%) for all regular hourly bargaining unit members employed four (4) hours or more.
5. Regular hourly bargaining unit member rate of pay is established as follows:
  - a. 0 - 5 years .000601 of base
  - b. 6 - 10 years .000604 of base
  - c. 11 - up .000607 of base

**F. Extra Duty Assignment**

The attached extra duty assignment index (Appendix B) is based on the school system's base salary in effect in September of any year covered by this Contract. The Association and the Board mutually agree to "hold harmless" for the other party from any legal actions which may find this extra-duty salary schedule contrary to Federal law and guidelines.

**G. Base Salary**

Step 0 - B.S. Degree Salary Classification will be established as follows:

Effective August 1, 2012                      \$30,084 to the bargaining unit member salary index in Appendix C-1 (0% increase)

**H. Schedule of Life Insurance and Health Benefits Originally Effective January 1, 2005**

1. The Board will pay for group term life insurance in the amounts of \$40,000 for full-time bargaining unit members, \$20,000 for part-time bargaining unit members, at no cost to eligible members of the Association. In addition, bargaining unit members shall have the option to purchase additional group term life insurance in increments of \$10,000 or \$20,000 to a maximum of \$250,000 at their own cost subject to requirements of the carrier. Any increase proposed shall be subject to carrier requirements.
  
2. The Board agrees to be responsible for and pay all applicable premiums and/or cost for a Comprehensive Major Medical Plan of Benefits covering medically necessary care, when regularly coded, with an annual individual deductible of two hundred dollars (\$200.00) and a family annual deductible of four hundred dollars (\$400.00). For medical expenses and network hospital and physician services, the plan will provide for a co-payment of ten percent (10%) by the bargaining unit member and ninety percent (90%) by the Board or its intermediary. For non-network hospital or physician services, the plan will provide for a co-payment of twenty percent (20%) by the bargaining unit member and eighty percent (80%) by the Board or its intermediary. In addition to the amounts of the deductible, a bargaining unit member will pay an annual maximum of \$500 per individual and \$1,000 per family in co-payments for network and \$1,000 per individual and \$2,000 per family for non-network. After reaching the applicable maximum, the plan will pay 100% of eligible medical costs to a UCR limit.
  - a. The UCR limit shall be either the HIAA or MDR 85th percentile tables, or a table of substantially the same in its limit payment.
  - b. Each bargaining unit member participating in the district insurance plan will pay the following premium on a monthly basis:

Effective 10/01/2012

\$50 Single	\$70 Employee + 1 dependent	\$90 Family
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Said premiums will be paid on a prorated basis.

c. The schedule of benefits to be provided by the Board shall include:

**MAJOR MEDICAL PLAN**

Benefit Period	Calendar Year (January 1 – December 31)
Dependent Age Limit	Age 19 or Age 26 for eligible dependents as defined in Appendix I; Removal upon End of Month
Lifetime Maximum	\$2,500,000
Benefit Period Deductible	\$200 Single/\$400 Family in network \$200 Single/\$400 Family out of network
Benefit Period maximum Out-of-Pocket (excludes deductible)	\$500 Single/\$1,000 Family in network \$1,000 Single/\$2,000 Family out of network

**HOSPITAL SERVICES**

Semi-Private Room & Board  
 Medical/Surgical  
 Maternity Care  
 Skilled Nursing Facility  
 (100 days per benefit period)

**NETWORK**

90% after deductible  
 90% after deductible  
 90% after deductible  
 90% after deductible

**NON-NETWORK**

80% after deductible  
 80% after deductible  
 80% after deductible  
 80% after deductible

**PHYSICIAN/OFFICE SERVICES**

Office Visits (Illness/Injury)  
 Urgent Care Facility  
 Medical/Surgical  
 Immunizations  
 Allergy Testing & Treatment

\$10 Co-pay per visit then 100%  
 \$10 Co-pay per visit then 100%  
 90% after deductible  
 90% after deductible  
 90% after deductible

\$10 Co-pay per visit then 100%  
 \$10 Co-pay per visit then 100%  
 80% after deductible  
 80% after deductible  
 80% after deductible

**PREVENTIVE SERVICES**

Annual Routine Office Visit/Physician Exam  
 Well Child Care (to age 21)  
 Annual Routine Mammogram  
 Pap test, Colonoscopy, PSA test, Pelvic Exam  
  
 Routine Sygmoidoscopy  
  
 All routine Labs, X-rays, and medical tests  
 (including but not limited to PSA and Bone  
 Density tests)

**NETWORK**

100%  
 100%  
 100%  
 100%  
  
 100%  
  
 100%

**NON-NETWORK**

\$10 Co-pay per visit then 100%  
 \$10 Co-pay per visit then 100%  
 80% after deductible  
 80% after deductible  
  
 80% after deductible  
  
 80% after deductible

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<sup>1</sup> Services are paid at percentage indicated unless it is a preventive service which includes evidenced-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

**OUTPATIENT SERVICES**

Medical/Surgical  
 Diagnostic Services  
 Physical/Occupational Therapy (limited to 40 visits per benefit period)  
 Speech Therapy (limited to 10 visits per benefit Period)  
 Professional Services  
 Emergency Room Visit  
 Chiropractic Therapy (12 visits per year)  
 Cardiac Rehabilitation

**NETWORK**

90% after deductible  
 90% after deductible

**NON-NETWORK**

80% after deductible  
 80% after deductible

**ADDITIONAL SERVICES**

Ambulance  
 Durable Medical Equipment  
 Home Health Care  
 Hospice  
 Organ Transplants  
 Private Duty Nursing (\$5,000 maximum per benefit period)

90% after deductible  
 90% after deductible

80% after deductible  
 80% after deductible  
 80% after deductible  
 80% after deductible  
 80% after deductible  
 80% after deductible

**MENTAL HEALTH/SUBSTANCE ABUSE**

Inpatient Mental Health/Substance Abuse  
 Outpatient Mental Health  
 Outpatient Substance Abuse

90% after deductible  
 \$10 Co-pay then covered at 100%  
 \$10 Co-pay then covered at 100%

80% after deductible  
 80% after deductible  
 80% after deductible

**PRESCRIPTION DRUG PLAN****Over the Counter Drugs (Retail Only)**

Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole)<sup>2</sup>

**Copay**

\$0

**Day Supply**

30

**Retail Program**

Immunizations<sup>3</sup>

\$0

N/A

Generic Copayment

\$7

30

Brand Copayment

\$12

30

**Home Delivery Program**

Generic Copayment

\$14

90

Brand Copayment

\$24

90

**Covered:**

Diabetic Supplies – includes over the counter items, as well as Insulin, syringes, test tapes, lancets, Glucose monitors and meters and needles If purchased with Insulin, one co-pay. If over the counter items are purchased separately, a separate co-pay will apply to each. Glucowatches are excluded.

Retin-A covered through age 25.

All contraceptives

All smoking cessation (prescription and over the counter).

Injectables

**Excluded:**

Growth Hormones.

Cosmetic Drugs – anti-wrinkle agents, hair removal & hair growth stimulants.

Infertility Drugs.

<sup>3</sup> Proton Pump Inhibitors (PPI's) are a class of drugs that inhibit gastric acid production and are used to treat a variety of gastrointestinal conditions.

<sup>3</sup> Coverage includes preventative medications in accordance with Federal Law.

**DENTAL PLAN**

Benefit Period	Calendar Year
Dependent Age Limit	Age 19 or Age 26 for eligible dependents as defined in Appendix I; Removal upon End of Month
Benefit Period Maximum (per covered person)	\$2,000
Benefit Period Deductible	\$50 Single/\$100 Family
Orthodontic Lifetime Maximum (per eligible dependents up to age 26)	\$1,500

**PREVENTIVE SERVICES**

Oral Exams (two per benefit period)	100% UCR
Bite Wing X-Rays (two sets per benefit period)	100% UCR
Prophylaxis (two per benefit period)	100% UCR
Fluoride Treatment (one treatment per benefit period limited to dependents up to age 18)	80% UCR after deductible
Space Maintainers (limited to eligible dependents up to age 19)	80% UCR after deductible

Emergency Palliative Treatment (includes  
Emergency oral exam) 80% UCR after deductible

**RESTORATIVE SERVICES**

Full Mouth X-Rays (one every 36 months) 80% UCR after deductible  
Consultation and Other Exams by Specialist 80% UCR after deductible  
Diagnostic X-Rays 80% UCR after deductible  
Endodontics/Pulp Services 80% UCR after deductible  
Periodontal Services 80% UCR after deductible  
Repairs, Relines & Adjustments of Prosthetics 80% UCR after deductible  
Simple Extractions 80% UCR after deductible  
Impactions 80% UCR after deductible  
Minor Oral Surgery Services 80% UCR after deductible  
General Anesthesia 80% UCR after deductible

**COMPLEX SERVICES**

Gold Foil Restoration 80% UCR after deductible  
Inlays, Onlays (one every five years) 80% UCR after deductible  
Crowns (one every five years) 80% UCR after deductible  
Bridgework, Pontics & Abutments  
(one every five years) 80% UCR after deductible  
Partial and Complete Dentures  
(one every five years) 80% UCR after deductible

**ORTHODONTIC SERVICES**

Orthodontic Diagnostic Services 60% UCR  
Minor Treatment for Tooth Guidance 60% UCR  
Minor Treatment for Harmful Habits 60% UCR  
Interceptive Orthodontic Treatment 60% UCR  
Comprehensive Orthodontic Treatment 60% UCR

**HEARING AID PLAN**

Hearing Aid (one every two years, with a  
maximum \$1,000 benefit every two years) 80% UCR

## WELLNESS PLAN/EMPLOYEE ASSISTANCE PLAN

### VISION PLAN

Benefit Period Calendar Year

Dependent Age Limit

Age 19 or Age 26 for eligible dependents as defined in Appendix I;

Removal upon End of Month

Visual Examinations (one per benefit period)

\$60 per exam

Frames (one every two years; one per  
benefit period for dependents age  
18 and under) \$90 per frame

### PRESCRIPTION LENSES

Single Vision Lenses

\$100 per pair

Bifocal Lenses

\$125 per pair

Trifocal Lenses

\$145 per pair

Lenticular Single Lenses

\$150 per pair

### CONTACTS (in lieu of lenses)

Medically necessary (one per benefit period)

\$125 per pair

Cosmetic (one per benefit period)

\$75 per pair

All enhancements to the Schedule of Benefits not required by State or Federal Law shall become effective July 1, 2010.

- d. The Board will pay for a Long Term Disability plan for bargaining unit members with less than five (5) years of Ohio Retirement Service credit.
  - e. The Board will pay the administrative fees for a Flexible Spending Account plan for bargaining unit members.
  - f. The Board has the right to select the vendor(s) to provide the scheduled benefits to members of the Association, and to change the vendor(s) at will. The Board will assure that the benefits scheduled under Section H. are provided by any new vendor(s).
- 3. The Board agrees to permit any bargaining unit member to exercise his/her options to obtain alternate hospitalization coverage during the term of this Agreement. However, any bargaining unit member exercising this option will be responsible for any extra additional premium cost.
  - 4. A bargaining unit member may change coverage status from single to family, or vice versa, with a change of status. A bargaining unit member who is not enrolled may enroll for coverage during an open enrollment period, and the coverage will begin as soon as permitted by the carrier.
  - 5.
    - a. In the event that a husband and wife are both employed by the Board, family health insurance (i.e., all insurance except life insurance) will be provided to only one of the bargaining unit members. The spouses will elect which spouse will enroll for the family coverage to avoid duplication of coverage.
    - b. Bargaining unit members (except a spouse employed by the Board as in H. 5. a. above) who elect to not enroll in the health insurance plans offered by the Board, (i.e., hospitalization, dental, vision, and prescription drug) or who cancel their entire Board-paid health insurance coverage, will be entitled to receive a waiver stipend. The waiver stipend will be \$2,000 per year for bargaining unit members receiving 100% Board-paid benefits, or \$1,000 per year for bargaining unit members receiving 50% Board-paid benefits. The waiver stipend will be paid on a quarterly basis at the end of each quarter if the bargaining unit member has not been covered by the Board health insurance during that calendar quarter. A bargaining unit member may forfeit this stipend and return to the Board-paid health insurance as is provided in H. 4. of the article.
  - 6. Covered bargaining unit members and their qualified beneficiaries shall be granted full rights established by COBRA for any qualifying event. The cost of the continued group health coverage shall be paid by the bargaining unit member or qualified beneficiary.

#### **I. Payroll Deductions**

- 1. The Board will continue to provide the following payroll deduction options to all members of the bargaining unit including but not limited to:

Hospitalization  
Major Medical Insurance  
Professional Dues  
Board Approved Annuities  
Credit Association  
United Way  
Educators Mutual  
Cancer Insurance  
Other Payroll Deductions Presently Being Provided  
Fund for Children and Public Education Contributions  
LPAC Contributions  
Youth Education Supporters Committee (Y.E.S.)  
Early Learning Center fees (if permitted by law)

2. Other deduction options will be made available when thirty-five percent (35%) of the bargaining unit participates in said deductions.
3. All deductions, including but not limited to annuities (24 payments or twice a month) will be equally distributed over the selected pay periods, except for those deductions otherwise agreed upon.
4. Authorization for payroll deductions will be made annually on proper Board approved forms.
5. Payroll deductions for the Credit Association may be changed by a bargaining unit member if forms are received thirty (30) days prior to a payday.
  - a. The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section 403(b) providers otherwise comply with the requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.
  - b. The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code.

- c. All deductions required to be submitted to an outside vendor or agency shall be transmitted, in the most expeditious fashion available from the vendor, no later than five (5) business days following the payday on which the deduction occurred.

**J. State Minimum Increase**

In the event the State of Ohio increases the state minimum salary for bargaining unit members above the present Ashtabula Area City Schools' base salary, the Board will increase the Ashtabula Area City Schools' base salary to meet the new standard.

**K. Special Education Stipend**

1. Stipend of Special Education Teachers and Speech and Hearing Therapists are grandfathered as of current stipend figure and recipient thereof.
2. New bargaining unit members in these categories will not receive this stipend.

**L. Supplemental and Extended-Time Contracts**

1. It is mutually agreed between the Ashtabula Area City Schools Board of Education and the Ashtabula Area Teachers Association that all certificated supplemental and extended time contracts are limited contracts which are established on an annual basis. The parties further acknowledge and agree that as supplemental contracts expire by operation of law at the end of their annual term, the Board is not required to provide and employee is not entitled to receive the statutory notice of non-renewal for certificated supplemental contracts. The Board will determine on an annual basis the number of supplemental contracts which will be issued for the next school year. In the event the Board decides to offer a supplemental contract to the employee who held a supplemental contract during the prior year, the supplemental contract will be awarded to such employee without posting. In the event the Board decides to offer the supplemental contract to someone other than the employee who held the supplemental contract during the prior school year, the supplemental contract position will be posted and filled in accordance with the terms and conditions of this Agreement.
2. It is further understood that non-certificated supplemental contracts will be non-renewed each year.
3. All extended time will be paid on a daily base rate.
4. All coaching positions shall be evaluated no more than thirty (30) working days after the completion of the season. Failure to do so shall cause the coach to be reemployed in the same position for the following year.

#### **M. Payment of Salaries for Supplemental Contracts**

All payments for supplemental contracts will be paid at the option of the bargaining unit member/coach. The bargaining unit member/coach will notify the Treasurer's office prior to the first scheduled contest of the preferred method of payment.

1. Option 1: Payment in one lump sum at the end of the season.
2. Option 2: Three equal payments during the course of the season, with the first third paid one-third (1/3) of the way, the second payment two-thirds (2/3) through the season.
3. The last payment in Option 2 and the lump sum payment would be paid at the completion of the season and upon verification by the Building Principal. These payments will be in a separate check at the first pay period following the completion of the work.
4. Those coaches hired after the start of the season shall be paid in a lump sum at the end of the season.

#### **N. Payment and Deferral of Severance Pay**

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "AIG Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "AIG 403(b) Plan") with terms that comply with the requirements of this Paragraph 2.
2. The terms of the 403(b) Plan shall include the following:
  - a. Participation in the AIG 403(b) Plan shall be mandatory for any teacher actively employed on or after September 1, 2005, who would be entitled to severance pay under Article XXII Section D and/or retirement incentive pay under Article XXIII (if applicable), who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.
  - b. If a retiring teacher is a participant in the AIG 403(b) Plan, an employer contribution shall be made on his/her behalf under the AIG 403(b) Plan in an amount equal to the total amount of the Participant's severance pay in accordance with Article XXII Section D and any retirement incentive pay in accordance with Article XXIII.
  - c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Article XXII Section D regarding the payment of severance pay and shall be made within the timeframe described in Article XXIII regarding the payment of retirement incentive pay; provided, however, that if the amount payable to the AIG 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax

law for that year, the remaining amount shall be contributed to the AIG 403(b) Plan after the first payroll date in January of the next calendar year.

- d. A teacher who is a participant in the AIG 403(b) Plan shall complete an AIG 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the AIG 403(b) Plan on behalf of the teacher.
  - e. If a teacher is entitled to have a contribution paid to the AIG 403(b) Plan and dies prior to such contribution being paid to the AIG 403(b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the AIG 403(b) Plan. In the event no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased's estate.
  - f. The Plan year of the AIG 403(b) Plan shall be the calendar year.
  - g. After adoption of the AIG 403(b) Plan, any administrative fees shall be borne by the AIG 403(b) Plan Participants.
3. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the AIG 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments in accordance with Articles XXII Sect. D and XXIII. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.
  4. All contributions to the AIG 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the AATA guarantees any tax results associated with the AIG 403(b) Plan, deferrals to a TSA or check payments made to a teacher.
  5. In the event a teacher is ineligible to participate in the 403(b) Plan and dies, the Severance Pay shall be paid to the employee's estate.

#### **O. Co-curricular Contracts**

The following duties are not considered supplemental or extra duties and are part of the bargaining unit member's primary teaching duties. The duties will be performed by the bargaining unit member assigned to the corresponding activity. The additional duties will be scheduled jointly by the principal and bargaining unit member (s) involved.

Additional compensation will be paid based on a percentage of the district's base salary (Step 0-Column 1) and will be included in the teacher's primary contract and on the same schedule as M. above. The following positions and pay shall be on the only positions included in this provision:

Band Director	9-12	.130
Assistant Band Director(s)	9-12	.090
Assistant Band Director(s)	7-8	.055
Choir Director	10-12	.055
Choir Director	9	.045
Choir Director	7-8	.045

**P. Insurance Committee**

Effective October 1 of each year, there shall be formed a joint labor-management committee on insurance. The committee shall be comprised of not more than four (4) members designated by the association and four (4) members designated by the Board of Education. This committee shall have the power to procure Requests for Proposals (RFP) and Requests of Qualifications (RFQ). Additionally, this committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education or its designee shall ensure all data requested by this committee is provided in a timely and efficient manner.

**Q. Intervention Related Meeting/IEP/MFE Pay**

Each teacher required or requested to attend an intervention related meeting, IEP, or MFE meeting shall be paid period sub pay pursuant to Appendix B of this Contract for each hour or partial hour spent in each meeting that would exceed an eight (8) hour work day as defined in Article XII, Section J, 5 (a).

**ARTICLE XXIII. RETIREMENT INCENTIVE PLAN**

**A. Definition**

The Board shall offer a retirement incentive plan to those bargaining unit members who have thirty (30) years of service credit with the State Teachers Retirement System (STRS). The plan shall be as follows:

1. Those bargaining unit members who are eligible for the R.I. plan will receive a lump sum payment equal to thirty-five (35%) of the retiree's placement on the salary schedule for the last full school year worked.
2. At the end of the school year in which a bargaining unit member obtains thirty (30) years of service credit will be the only time the plan will be offered to said bargaining unit member for the duration of said bargaining unit member's employment.
3. A bargaining unit member missing over 40 days of service (for non-medical reasons) during the final year will be disqualified from this plan.

## **B. Payments**

1. The R.I. payment shall be made the first certified pay in January of the following calendar year and is subject to all applicable tax payments.
2. The severance payment for unused sick leave for bargaining unit members retiring shall be made the first certified pay in January in the calendar year following the R.I. payment.
3. In the event of the retiree's death prior to receiving the R.I. payment and/or severance pay, the payment shall be made to the retiree's designated beneficiary. If no beneficiary is designated, the payment(s) shall be made to the retiree's estate.

## **C. Notification**

1. Bargaining unit members eligible to retire must notify the Superintendent's office of their intent to retire by April 1 of the year of retirement.
2. Notification documents shall consist of the following:
  - a. Letter of Intent to Retire
  - b. R.I. Plan form
  - c. Copy of top half of last STRS statement depicting years of service credit

## **ARTICLE XXIV. RETURNING RETIREES**

Any bargaining unit member who retires under STRS and subsequently is re-employed in the District may be hired at a rate of pay different from his or her academic training level and years of service as specified in the salary index contained in this agreement. This provision and such salary and individual contract with a member expressly supersedes ORC 3317.13 and all other applicable laws. Health care benefits including medical, dental, vision, prescription drugs, and life insurance will be provided pursuant to Article XXII for those individuals who, because of position, are not entitled to primary coverage through STRS. Individuals able to retain primary coverage through STRS shall be required to retain that coverage but are eligible for life insurance as provided by this contract.

It is understood that retirees are hired on a limited one-year contract which automatically expires, without need for non-renewal notices or due process, at the end of the school year. Retirees will not acquire bargaining unit seniority and do not have recall rights under RIF. Retirees may be evaluated.

Retired members are not eligible to receive a severance payment upon leaving employment with the District.

ARTICLE XXV - DURATION

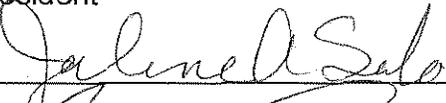
This Agreement shall be effective from August 1, 2012 to and including July 31, 2013.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned.

ASHTABULA AREA TEACHERS  
ASSOCIATION

  
\_\_\_\_\_

President

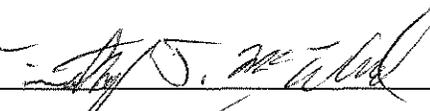
  
\_\_\_\_\_

  
\_\_\_\_\_

Jennifer A. Carle  
\_\_\_\_\_

Quinn Bunker  
\_\_\_\_\_

Laura Pelli  
\_\_\_\_\_

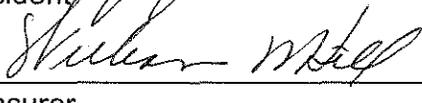
  
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ASHTABULA AREA CITY SCHOOLS  
BOARD OF EDUCATION

  
\_\_\_\_\_

President

  
\_\_\_\_\_

Treasurer

Valerie A. Harper  
\_\_\_\_\_

Patrick E. Colman  
\_\_\_\_\_

Lou A. Riley  
\_\_\_\_\_

John [unclear]  
\_\_\_\_\_

Joseph J. Donato  
\_\_\_\_\_

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\_\_\_\_\_

APPENDIX A-1

Ashtabula Area City Schools  
Teacher Observation/Evaluation Guidelines

# Observation Checklist

## Domain 1: Planning and Preparation

Organizing content knowledge for student learning

- 1.1 Familiar with students' background knowledge and experiences
- 1.2 Clear learning goals that are appropriate to the students
- 1.3 Connections between past, current, and future content
- 1.4 Teaching methods, learning activities, instructional materials appropriate
- 1.5 Assessment appropriate for students and lesson

## Domain 2: Classroom Environment

Create an environment for student learning

- 2.1 Classroom promotes: fairness, consistent standards of behavior, challenging learning expectations, and safety
- 2.2 Establishing and maintaining rapport with students
- 2.3 Communicate challenging learning expectations
- 2.4 Consistent standards of classroom behavior
- 2.5 Physical environment safe and conducive to learning

## Domain 3: Classroom Instruction

Helping students connect with content

- 3.1 Learning goals and instructional procedures clear to students
- 3.2 Making content comprehensible to students
- 3.3 Encouraging students to extend thinking
- 3.4 Monitoring students' understanding of content
- 3.5 Uses Instructional Time Effectively

## Domain 4: Professionalism and Reflection

Teacher Professionalism

- 4.1 Effective use of instructional time
- 4.2 Reflecting on lesson and if learning goals were met
- 4.3 Sense of efficacy

- 4.4 Professional relationships to share teaching insights and professional development activities
- 4.5 Communications with parents/guardians about student learning

#### Domain 5: Technology Usage

Uses technology to enhance teaching

- 5.1 Uses technology to expand lesson
- 5.2 Technology used to extend thinking
- 5.3 Uses technology to support and enhance student learning
- 5.4 Evaluates role of technology and effectiveness in the lesson
- 5.5 Use of email, web pages, etc

## Post Observation Reflection

Questions are to be answered in writing prior to Post Observation conference.

1. To what extent did students learn what you intended? How do you know that?
2. If groups, how would you group students for similar instruction in the future? Why?
3. In what ways were your teaching methods effective? How do you know that?
4. In what ways were your activities and materials effective?
5. Did you depart from observed lesson? If so, why?
6. If you were going to teach this class again to the same students, why would you do differently? What would you do the same? Why?
7. Based on observed lesson, what do you plan to do next with this class?
8. Did any student/group do well in lesson? How do you account for this performance?
9. Did any student/group have difficulty with lesson? How do you account for this performance? How will you help this student/group achieve the learning goal (s)?
10. Any other comments, reaction, or questions about the lesson or observation?

Ashtabula Area City Schools  
Teacher Observation/Evaluation Forms

Administrator:	Teacher:
Building: Choose	Grade:
School Year	Subject :
Pre-Evaluation Date	Observation Date
Observation/Evaluation No. Choose	
Post-Observation Date	PIP Needed: Choose

### Scoring

1. Teacher demonstrates a need for improvement (PIP required)
2. Teacher demonstrates minimum expectations
3. Teacher demonstrates Comprehensive expectations

Domain 1 Planning and Preparation

Score

1. Familiar with students' backgrounds, knowledge, & experiences.  
Choose  
Comments:
  
2. Clear learning goals that are appropriate for the students.  
Choose  
Comments:
  
3. Connections between previous content that was learned, present content, and content that remains to be shared in the future.  
Choose  
Comments:
  
4. Teaching methods, learning activities, and instructional materials or other resources are appropriate for the students and are aligned with goals of the lesson.  
Choose  
Comments:
  
5. Creating or selecting assessment strategies that are appropriate for students and are aligned with the goals of the lesson.  
Choose  
Comments:

Domain 2 Classroom Environment

Score

1. Classroom climate promotes fairness.  
Choose  
Comments:
  
2. Establishes and maintains rapport with students.  
Choose  
Comments:
  
3. Communicates challenging learning expectations to each student.  
Choose  
Comments:
  
4. Sets and maintains consistent standards of classroom behavior.  
Choose  
Comments:
  
5. Physical environment is safe and conducive to learning.  
Choose  
Comments:

1. Makes learning goals and procedures clear to students.  
Choose  
Comments:
  
2. Makes content comprehensible to students.  
Choose  
Comments:
  
3. Encourages students to extend thinking.  
Choose  
Comments:
  
4. Monitors students' understanding of content through a variety of means, provides feedback to assist learning, and adjusts learning activities as the situation demands.  
Choose  
Comments:
  
5. Uses instructional time effectively.  
Choose  
Comments:

Domain 4 Professionalism and Reflection

Score

1. Reflects on the extent learning goals were met.  
Choose  
Comments:
  
2. Demonstrates a sense of efficacy.  
Choose  
Comments:
  
3. Builds professional relationships with colleagues to share teaching insights and coordinate learning activities for students.  
Choose  
Comments:
  
4. Communicates with parents or guardians about student learning.  
Choose  
Comments:

1. Uses technology within the context of lesson to expand classroom by exploring resources that would otherwise be unavailable.  
Choose  
Comments:
  
2. Use of technology promotes critical thinking and knowledge acquisition skills.  
Choose  
Comments:
  
3. Technology is used to support and enhance students' learning experiences and helps them better accomplish identified learning outcomes.  
Choose  
Comments:
  
4. Teacher evaluates the role of technology and effectiveness in the lesson and future planning.  
Choose  
Comments:
  
5. Teacher uses email, webpage, etc. to maintain contact with students, parents/guardians and other educators on a daily, weekly, monthly basis.  
Choose  
Comments:

Evaluatee:	Grade/Subject:
Evaluator:	Date:
Building: Choose	Observation/Evaluation Number: Choose

Narrative Summary

Domain 1:

Distinguished  Proficient  Area for growth  No basis for evaluation  
 Planning and Preparation:

Domain 2:

Distinguished  Proficient  Area for growth  No basis for evaluation  
 Classroom Environment

Domain 3:

Distinguished  Proficient  Area for growth  No basis for evaluation  
 Classroom Instruction

Domain 4:

Distinguished  Proficient  Area for growth  No basis for evaluation  
 Professionalism and Reflection

Domain 5:

Distinguished  Proficient  Area for growth  No basis for evaluation

\_\_\_\_\_  
 Evaluator's Signature

\_\_\_\_\_  
 Evaluatee's Signature

\_\_\_\_\_  
 Date

Ashtabula Area City Schools  
Teacher Observation/Evaluation  
Scoring Matrices

## Domain 1: Planning and Preparation

### 1.1 Becoming familiar with relevant aspects of students' background knowledge and experiences.

#### Scoring Rules

- 1.0 The teacher demonstrates a lack of understanding of why it is important to become familiar with students' background experiences, does not know how to find this information, and lacks familiarity with students' background experiences.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher demonstrates some understanding of why it is important to become familiar with students' background experiences, describes on procedure used to obtain this information and has some familiarity with the background knowledge and experiences of students in the class.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher demonstrates a comprehensive understanding of why it is important to become familiar with students' background experiences, describes several procedures used to obtain this information, and demonstrates a clear understanding of students' background knowledge.
- 3.5 Above level 3.0

	<b>Understanding of importance of becoming familiar</b>	<b>Knowledge of how to become familiar</b>	<b>Level of understanding of students' background experiences</b>
1.0	Lacks understanding	Doesn't know how	Lacks familiarity
2.0	Some understanding	Describes one procedure used	Some familiarity
3.0	Comprehensive understanding	Describes several procedures used	Clear understanding

**1.2 Articulating clear learning goals for the lesson that are appropriate to the students.**

Scoring Rules

1.0 The teacher does not articulate clear learning goals

**OR**

The teacher has chosen goals that are inappropriate for the students.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher articulates clear learning goals that are appropriate for the students.

2.5 Above level 2.0, but below level 3.0

3.0 The teacher articulates clear learning goals and provides a well-thought-out explanation of why they are appropriate for the students

**OR**

The teacher articulates clear learning goals that are appropriate to the students and are differentiated for groups or individual students in the class.

3.5 Above level 3.0

	<b>Plans for systematic evaluation</b>	<b>Appropriateness for goals and students</b>	<b>Use of results for planning</b>
1.0	Not provided	Inappropriate for goals or students	N/A
2.0	Provided and systematic	Appropriate for goals and students	N/A
3.0	Provided and systematic	Appropriate for goals and students	Describes how will use

**1.3 Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future**

Scoring Rules

1.0 The teacher does not explain how the content of this lesson relates to the content of previous or future lessons

**OR**

The explanation given is illogical or inaccurate.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher articulates accurately explains how the content of this lesson relates to the content of previous or future lessons.

2.5 Above level 2.0, but below level 3.0

3.0 In addition to the requirement for level 2.0, the teacher accurately explains how the content of this lesson fits within the structure of the discipline.

3.5 Above level 3.0

	<b>Explanation of relation to previous and future lessons</b>	<b>Fit within structure of discipline</b>
1.0	Doesn't explain or explanation is illogical	N/A
2.0	Explains previous or future accurately	N/A
3.0	Explains previous or future accurately	Explains accurately

**1.4 Creating of selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.**

Scoring Rules

1.0 The teacher chooses methods, activities, or materials\* that are unrelated to the goals of the lesson

**OR**

The methods, activities, or materials\* are clearly not appropriate to the students.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher chooses methods, activities, and materials\* that are aligned with the goals of the lesson and that are appropriate to the students in general.

2.5 Above level 2.0, but below level 3.0

3.0 In addition to the requirement for level 2.0, the teacher chooses methods, activities, and materials\* that allow a differentiated learning experience for individuals or groups of students.

3.5 Above level 3.0

\*\*Materials” includes all resources that the teacher might use. If the lesson requires no materials, there is no penalty to the teacher for not using them.

	<b>Alignment with goals</b>	<b>Appropriateness for students</b>
1.0	Unrelated	Or Inappropriate
2.0	Aligned with goals	Appropriate to students in general
3.0	Aligned with goals	Allow for differentiated learning experiences Or Sound explanation of why single method or activity is appropriate

**1.5 Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.**

Scoring Rules

1.0 The teacher has not provided for systematically evaluation student learning

**OR**

The evaluation planned is clearly inappropriate either to the goals of the lesson or to the students.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher has a plan for systematically evaluating student learning that is aligned with the goals of the lesson and appropriate to the students.

2.5 Above level 2.0, but below level 3.0

3.0 In addition to the requirement for level 2.0, the teacher can describe how he or she will use the results of the evaluation in planning future.

3.5 Above level 3.0

	<b>Plan for systematic evaluation</b>		<b>Appropriateness for goals and students</b>	<b>Use of results for planning</b>
1.0	Not provided	Or	Inappropriate for goals or students	N/A
2.0	Provided and systematic		Appropriate for goals and students	N/A
3.0	Provided and systematic		Appropriate for goals and students	Describes how will use

## Domain 2: Classroom Environment

### 2.1 Creating a climate that promotes fairness

#### Scoring Rules

1.0 The teacher is unfair in the treatment of students

**OR**

The teacher tolerates obviously unfair behavior among students.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher is fair in the treatment of students and does not accept obviously unfair behavior among students.

2.5 Above level 2.0, but below level 3.0

3.0 The teacher is fair in the treatment of students and actively encourages fairness among students.

3.5 Above level 3.0

	<b>Teacher treatment of students</b>	<b>Teacher handling of fairness among students</b>
1.0	Unfair to students OR	Tolerates obviously unfair behavior among students
2.0	Fair to students	Does not accept obviously unfair behavior among students
3.0	Fair to students	Actively encourages fairness among students

## 2.2 Establishing and maintaining rapport with students

### Scoring Rules

1.0 The teacher does not attempt to establish rapport with students

**OR**

The teacher's attempts are inappropriate.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher establishes a basic level of rapport with the students.

2.5 Above level 2.0, but below level 3.0

3.0 The teacher successfully establishes rapport in ways that are appropriate to students' diverse backgrounds and needs.

3.5 Above level 3.0

	<b>Establishment of rapport</b>	<b>Appropriateness to students</b>
1.0	No attempt is made Or	Attempts made are inappropriate
2.0	Basic level of rapport is established	Generally appropriate, not diversified
3.0	Attempts to establish rapport are successful	Appropriate to students' diverse needs and backgrounds

### 2.3 Communicating challenging learning expectations to each student

#### Scoring Rules

- 1.0 The teacher communicates explicitly or implicitly to individuals, to groups within the class, or to the class as a whole that they are incapable of learning or that the teacher's expectations for their learning are very low.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher does nothing to communicate to any student that he or she is incapable of meeting learning expectations.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher actively encourages students to meet challenging learning expectations.
- 3.5 Above level 3.0

	<b>Explicit or implicit communication to class, groups, or any individual about learning expectations</b>
1.0	Communicates low expectations
2.0	Neutral; no negative effects
3.0	Actively encourages students to meet challenging expectations

**2.4 Establishing and maintaining consistent standards of classroom behavior**

Scoring Rules

1.0 The teacher makes no attempt to respond to disruptive behavior

**OR**

The teacher's response to disruptive behavior does not demonstrate respect for the students.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher makes appropriate attempts to respond to disruptive behavior in ways that demonstrate respect for the students

**OR**

There is no disruptive behavior during the lesson.

2.5 Above level 2.0, but below level 3.0

3.0 In addition to the requirement for level 2.0, the teacher responds to minor misbehavior consistently and with reasonable success, in ways that demonstrate respect for students

**OR**

Student behavior during the lesson is consistently appropriate

3.5 Above level 3.0

	<b>Response to behavior</b>	<b>Respect for students</b>
1.0	No attempt to respond to disruptive behavior <b>OR</b>	Response doesn't demonstrate respect
2.0	Appropriate attempts to respond to disruptive behavior <b>OR</b> No disruptive behavior	Attempts to respond Demonstrates respect
3.0	Consistent reasonable successful responses to disruptive behavior and minor misbehavior <b>OR</b> Student behavior consistently appropriate	Responses demonstrate respect

**2.5 Making the physical environment as safe and conducive to learning as possible**

Scoring Rules

1.0 The teacher allows the physical environment to be unsafe

**OR**

The teacher allows the physical environment to interfere with learning.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher creates a physical environment that is safe and does not interfere with learning.

2.5 Above level 2.0, but below level 3.0

3.0 The teacher uses the physical environment as a resource to facilitate learning. Provisions are made to accommodate all students, including those with special needs. If the teacher does not control the physical environment, he or she effectively adjusts the activities to the existing physical environment.

3.5 Above level 3.0

	<b>Safe</b>	<b>OR</b>	<b>Conduciveness to learning</b>
1.0	Allows unsafe conditions	<b>OR</b>	Allows to interfere with learning
2.0	Safe		Doesn't interfere with learning
3.0	Safe		Used as a resource and all students' need accommodated
	<b>OR</b>		
	Cannot control conditions but effectively adjusts activities for environment		

## Domain 3: Classroom Instruction

### 3.1 Making learning goals and instructional procedures clear to students

#### Scoring Rules

- 1.0 The teacher provides the students with no information, confusing information, or inaccurate information about the learning goals or the instructional procedures for the lesson.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The students receive accurate information about the learning goals. The teacher provides the students with clear, accurate information about the instructional procedures for the lesson, and most of the students seem to understand.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 In addition to the requirements for level 2.0, the students seem to understand the learning goals fully. The teacher ensures that all students, including those who may initially have trouble, understand and can carry out the instructional procedures for the lesson.
- 3.5 Above level 3.0

	<b>Learning goals</b>	<b>Instructional procedures</b>
1.0	Students receive no information confusing information or inaccurate information about goals	<b>OR</b> Students receive no information confusing information, or information about instructional procedures.
2.0	Students receive accurate information	Teacher provides clean, accurate information; most students seem to understand
3.0	Students receive accurate information and seem to understand fully	All students, including those who have trouble initially, can carry out

### 3.2 Making content comprehensible to students

#### Scoring Rules

1.0 The content appears to be incomprehensible to the students

**OR**

The lesson contains substantive inaccuracies.

1.5 Above level 1.0, but below level 2.0

2.0 The content is accurate and appears to be comprehensible to the students.

2.5 Above level 2.0, but below level 3.0

3.0 In addition to the requirements for level 2.0, the lesson as a whole has a logical and coherent structure.

3.5 Above level 3.0

	<b>Accuracy of content</b>	<b>Comprehensibility of content</b>	<b>Lesson Structure</b>
1.0	Inaccurate <b>OR</b>	Appears incomprehensible	N/A
2.0	Accurate	Appears comprehensible	N/A
3.0	Accurate	Appears comprehensible	Logical and coherent

### 3.3 Encouraging students to extend their thinking

#### Scoring Rules

- 1.0 The teacher discourages students from thinking independently, creatively, or critically.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher encourages students to think independently, creatively, or critically in the context of the content being studied.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher actively encourages students to meet challenging learning expectations.
- 3.5 Above level 3.0

	<b>Encouragement of independent, creative, or critical thinking</b>
1.0	Discourages
2.0	Encourages within existing context of lesson
3.0	Encourages through activities or strategies designed or chosen with this intent

**3.4 Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.**

Scoring Rules

- 1.0 The teacher makes no attempt to determine whether students are understanding and give them no feedback.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher monitors the students' understanding of the content. The students receive feedback as necessary.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher monitors individual students' or groups of students' understanding of the content and makes appropriate instructional adjustment if necessary. If appropriate, students receive substantive and specific feedback.
- 3.6 Above level 3.0

	<b>Monitoring</b>	<b>Providing feedback</b>	<b>Adjusting</b>
1.0	No attempt	Not provided	N/A
2.0	Monitors understanding	Provides as necessary	N/A
3.0	Monitors individuals' or groups' understanding	Provides as necessary/ substantive and specific	Adjusts as necessary

### 3.5 Uses instructional time effectively

#### Scoring Rules

1.0 Substantial amounts of instructional time are spent on activities of little instructional value

**OR**

The pacing of the lesson is inappropriate to the content and/or the students.

1.5 Above level 1.0, but below level 2.0

2.0 The pacing of the lesson is appropriate for most of the students. Non-instructional procedural matters do not occupy an excessive amount of time.

2.5 Above level 2.0, but below level 3.0

3.0 The teacher provides students with activities of instructional value for the entire instructional time and paces them appropriately. Any necessary non-instructional procedures are performed efficiently.

3.5 Above level 3.0

	<b>Use of instructional time</b>	<b>Pacing</b>
1.0	Substantial time on activities of little instructional value <b>OR</b>	Pacing inappropriate
2.0	Time on non-instructional activities not excessive	Pacing appropriate for most students
3.0	Entire instructional time on activities of instructional value; non-instructional procedures efficient	Pacing appropriate

## Domain 4: Professionalism and Reflection

### 4.1 Reflecting on the extent to which the learning goals were met

#### Scoring Rules

- 1.0 The teacher cannot accurately identify strengths and weaknesses of the lesson in relation to the learning goals.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher accurately describes the strengths and weaknesses of the lesson in relation to the learning goals and describes in general terms how he or she could use the experience from this lesson in future instruction.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 In addition to the requirements for level 2.0, the teacher supports his or her judgments with specific evidence from the observed lesson.
- 3.5 Above level 3.0

	<b>Identifying strengths and weaknesses of lesson</b>	<b>Using this experience in future</b>
1.0	Cannot identify in relation to lesson goals	N/A
2.0	Describes accurately in relation to lesson goals	Describes in general terms how can use this experience in future instruction
3.0	Describes accurately in relation to lesson goals	Describes how can use this experience in future instruction
	Uses specific evidence to support judgments	

## 4.2 Demonstrating a sense of efficacy

### Scoring Rules

- 1.0 The teacher makes no attempt to find ways to help students who are not meeting the learning goals.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher attempts to find ways to help specific students who are not meeting the learning goals, but cannot suggest any specific, practical actions that he or she has not already tried.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher suggests specific, practical actions that he or she intends to take to help specific students who are not meeting the learning goals.
- 3.5 Above level 3.0

	<b>Attempts to help students who are not meeting learning goals</b>
1.0	No attempt
2.0	Attempts to help, but can't suggest specific, practical actions beyond those already tried
3.0	Attempts to help and suggests specific, practical actions that intends to try with specific students

**4.3 Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students**

Scoring Rules

1.0 The teacher demonstrates no knowledge of resources available through colleagues in the school or district

**OR**

The teacher is unaware of such resources, but does not attempt to use them.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher demonstrates knowledge of resources and attempts to consult with colleagues when necessary on matters related to learning and instruction.

2.5 Above level 2.0, but below level 3.0

3.0 In addition to the requirements for level 2.0, the teacher collaborates with colleagues outside of his or her own classroom to coordinate learning activities or to address other concerns relate to teaching.

3.5 Above level 3.0

	<b>Knowledge of resources</b>	<b>Professional Interactions related to learning and instruction</b>
1.0	No knowledge OR Aware but ignores them, despite need	N/A
2.0	Demonstrates knowledge	Attempts to consult when necessary
3.0	Demonstrates knowledge	Collaborates to coordinate learning activities or address other teaching concerns

#### 4.4 Communicating with parents or guardians about student learning

##### Scoring Rules

1.0 The teacher demonstrates no knowledge of forms of communication that she or he can use to communicate with parents or guardians

**OR**

The teacher makes no attempt to communicate with parents or guardians, even when it is clearly necessary to do so.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher demonstrates knowledge of forms of communication that she or he can use to communicate with parents or guardians of students for various purposes.

2.5 Above level 2.0, but below level 3.0

3.0 In addition to the requirements for level 2.0, the teacher describes situations in which she or he has communicated or would communicate with parents or guardians regarding specific students and indicates the forms of communication she or he has used or would use.

3.5 Above level 3.0

	<b>Knowledge of forms of communication with parents or guardians</b>	<b>Attempts to communicate (actual or hypothetical)</b>
1.0	No knowledge	OR No attempt, even if clearly necessary
2.0	Demonstrates knowledge	Links forms to various purposes
3.0	Demonstrates knowledge	With reference to specific students, describes situations that call for communication and relevant forms of communication

## Domain 5: Technology Usage

### 5.1 Uses technology within the context of lesson to expand classroom by exploring resources that would otherwise be unavailable

#### Scoring Rules

- 1.0 The teacher demonstrates no knowledge of technology resources that would expand resources within the context of the lesson.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher demonstrates some knowledge of technology resources that would expand resources within the context of the lesson.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher demonstrates advanced knowledge of technology resources that would expand resources within the context of lesson.
- 3.5 Above level 3.0

	<b>Knowledge of technology resources</b>
1.0	No knowledge and no attempt, even if clearly identifiable resources are available
2.0	Demonstrates some knowledge and attempts to use at least one form of technology within the context of lesson
3.0	Demonstrates advanced knowledge and clearly uses several forms of technology within context of lesson

**5.2 Use of technology promotes critical thinking and knowledge acquisition**

Scoring Rules

- 1.0 The teacher demonstrates no knowledge of technology resources that would promote critical thinking and knowledge acquisition skills
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher demonstrates some knowledge of technology resources that would promote critical thinking and knowledge acquisition skills.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher demonstrates advanced knowledge of technology resources that would promote critical thinking and knowledge acquisition skills.
- 3.5 Above level 3.0

	<b>Knowledge of technology resources</b>
1.0	No knowledge and no attempt, even if clearly identifiable resources are available that would promote critical thinking and knowledge acquisition skills
2.0	Demonstrates some knowledge and attempts to use at least one form of technology to promote critical thinking and knowledge acquisition skills
3.0	Demonstrates advanced knowledge and clearly uses several forms of technology to promote critical thinking and knowledge acquisition skills

**5.3 Technology is used to support and enhance students' learning experiences and helps them better accomplish identified learning outcomes.**

Scoring Rules

- 1.0 The teacher demonstrates no knowledge of technology resources that would support and enhance students' learning experiences and would help them better accomplish identified learning outcomes.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher demonstrates some knowledge of technology resources that would support and enhance students' learning experiences and would help them better accomplish identified learning outcomes.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher demonstrates advanced knowledge of technology resources that would support and enhance students' learning experiences and would help them better accomplish identified learning outcomes.
- 3.5 Above level 3.0

	<b>Knowledge of technology resources</b>
1.0	No knowledge and no attempt, even if clearly identifiable resources are available that would support and enhance students' learning experiences
2.0	Demonstrates some knowledge and attempts to use at least one form of technology would support and enhance students' learning experiences
3.0	Demonstrates advanced knowledge and clearly uses several forms of technology to would support and enhance students' learning experiences

**5.4 Teacher evaluates the role of technology and effectiveness in the lesson and future planning.**

Scoring Rules

- 1.0 The teacher demonstrates no knowledge of technology resources that would be effective in present or future lessons.
- 1.5 Above level 1.0, but below level 2.0
- 2.0 The teacher demonstrates some knowledge of technology resources that would be effective in present or future lessons.
- 2.5 Above level 2.0, but below level 3.0
- 3.0 The teacher demonstrates advanced knowledge of technology that would be effective in present or future lessons.
- 3.5 Above level 3.0

	<b>Knowledge of technology resources</b>
1.0	No knowledge and no attempt, even if clearly identifiable resources are available that would be effective in present or future lessons.
2.0	Demonstrates some knowledge and attempts to use at least one form of technology would be effective in present or future lessons.
3.0	Demonstrates advanced knowledge and clearly uses several forms of technology to would be effective in present or future lessons.

**5.5 Uses E-mail, web pages, etc. to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.**

Scoring Rules

1.0 The teacher demonstrates no knowledge how to use email, web pages, etc. to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.

1.5 Above level 1.0, but below level 2.0

2.0 The teacher demonstrates some use of email, web pages, etc. to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.

2.5 Above level 2.0, but below level 3.0

3.0 The teacher demonstrates advanced knowledge and use of email, web pages, etc. to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.

3.5 Above level 3.0

	<b>Knowledge of technology resources</b>
1.0	No knowledge and no attempt, even if clearly identifiable resources are available.
2.0	Demonstrates some knowledge and attempts to use at least one form of email, webpage, etc to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.
3.0	Demonstrates advanced knowledge and clearly uses several forms of email, webpage, etc to maintain contact with students, parents/guardians, and other educators on a daily, weekly, monthly basis.

Ashtabula Area City Schools  
Performance Improvement Plan

# Ashtabula Area City Schools Performance Improvement Plan

## Guidelines for P.I.P. Procedures

1. All parties are to remember that this process is first and foremost a collaborative effort to improve classroom instruction for the students of the Ashtabula Area City Schools district.
2. The Performance Improvement Plan must be mutually developed in an atmosphere of collaborative effort to improve instruction.
3. The evaluatee is expected to take a full and active role in the development and execution of this plan.
4. In the event that agreement can not be reached on a plan by the evaluator and evaluatee, a request for third party involvement may be made by either party to assist in the development and execution of the plan.
5. Communication between the evaluator and evaluatee should be frequent, professional, and constructive.
6. Professional development resources, instructional resources and the use of peer instructional models and/or mentors are to be made available to any evaluatee involved in a Performance Improvement Plan.
7. Evaluatees are to be given adequate time to affect the change necessary to reach professional status. This means that Performance Improvement Plans may be in place for more than 1 instructional year not to exceed 2 instructional years. The plan may be modified as often as deemed appropriate or necessary by the evaluator and /or the evaluatee. Should a building transfer be affected, this Performance Improvement Plan shall follow the evaluatee and be modified as necessary in the new setting.
8. Should a disagreement arise over the amount of progress achieved on a plan, again third parties could be requested to facilitate/mediate the process.
9. Evaluation may be performed yearly per request of evaluatee and/or evaluator.

## Ashtabula Area City Schools Performance Improvement Plan

Evaluatee:	Date:
Evaluator:	
Additional Plan Participants:	

---

Indicate by number, letter, and description the observation area(s) to be addressed.  
This plan is to be mutually developed by the evaluator and the evaluatee.

---

Performance improvement objectives:

---

Planned assistance:

---

Evaluation criteria:

---

Target date for the initial plan follow-up:

---



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Evaluatee Date

---

Evaluator Date

Ashtabula Area City Schools  
Performance Improvement Plan  
Conference Summary Sheet

Follow-up Conference: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Comments:

Evaluatee's Comments

\_\_\_\_\_  
Evaluator Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Evaluatee Signature \_\_\_\_\_ Date

Target date for next follow-up conference:

---

Follow-up Conference: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Comments:

Evaluatee's Comments

\_\_\_\_\_  
Evaluator Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Evaluatee Signature \_\_\_\_\_ Date

Target date for next follow-up conference:

Ashtabula Area City Schools  
Guidance Counselor  
Pre-Observation, Observation  
and  
Evaluation Forms

# Ashtabula Area City Schools

## GUIDANCE COUNSELOR PRE-OBSERVATION INSTRUCTIONAL PLAN CONFERENCE

Evaluatee:

Date:

1. What do you want the meeting to accomplish?
2. How do you plan to engage each participant in the meeting? What will you do?
3. What difficulties do students typically experience in this area? What suggestions might you offer the team in this area?
4. What materials or other resources, if any, will you use? How might these materials/resources be used by the participants?
5. How do you plan to assess the meeting?
6. How do you plan to use the results of the assessment?
7. How could your personal strengths and weaknesses impact this lesson?

# Ashtabula Area City Schools

## GUIDANCE COUNSELOR OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

**DOMAIN 1:**

**Levels of Performance**

PLANNING & PREPARATION:    Needs improvement    Basic    Proficient    Distinguished

**COMPONENTS**

1A Knowledge of guidance and counseling * practices related to content * utilization of counseling knowledge * best practices update	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished <b>COMMENTS:</b>
1B Knowledge of students * characteristics of age group * varied approaches to learning * developmental issues * cultural diversity	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished <b>COMMENTS:</b>
1C Counseling goals * connection to CIP * relate to student and family needs * suitability for diverse students * implement current best practices	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished <b>COMMENTS:</b>
1D Knowledge of resources * school, district, and community resources * connection to resources for students/families	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished <b>COMMENTS:</b>
1E Coherent instruction * classroom presentations * use of materials & resources * meaningful learning	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished <b>COMMENTS:</b>

# Ashtabula Area City Schools

## GUIDANCE COUNSELOR OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

### DOMAIN 2:

### Levels of Performance

ENVIRONMENT:    Needs improvement    Basic    Proficient    Distinguished

### COMPONENTS

2A Environment of respect & rapport	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* relational interactions w/ staff and students * opportunities for positive student interaction	<b>COMMENTS:</b>
2B Organizational skills	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* keeps appointments w/ staff, students/families * maintains and shares appropriate student information	<b>COMMENTS:</b>
2C Attitude	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* maintains a positive attitude toward the total school community * displays empathy toward teacher and/or student issues	<b>COMMENTS:</b>
2D Providing feedback to students	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* displays appropriate interactions with students * respects and maintains confidentiality	<b>COMMENTS:</b>
2E Flexibility and responsiveness	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* responds to student, family, and school needs as identified * addresses needs in a timely fashion	<b>COMMENTS:</b>

# Ashtabula Area City Schools

## GUIDANCE COUNSELOR OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

**DOMAIN 3:**

**Levels of Performance**

INSTRUCTION:    Needs improvement    Basic    Proficient    Distinguished

**COMPONENTS**

3A Works actively with students	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* student interventions and support * individual and group activities	<b>COMMENTS:</b>
3B Works actively with families	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* communicates with parents * makes appropriate referrals * is accessible to parents/families	<b>COMMENTS:</b>
3C Works actively with teachers	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
*organizes schedules classroom activities * identifies and assists in securing classroom materials in support of guidance program * supports classroom needs	<b>COMMENTS:</b>
3D Works actively with administrators	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* participates in building level teams * timeliness * communicates with building administration	<b>COMMENTS:</b>

# Ashtabula Area City Schools

## GUIDANCE COUNSELOR OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

**DOMAIN 4:**

**Levels of Performance**

PROFESSIONAL RESPONSIBILITY:    Needs improvement    Basic    Proficient    Distinguished

**COMPONENTS**

4A Professional growth	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* participates in professional opportunities * provides professional services to students, families, and staff	<b>COMMENTS:</b>
4B Accurate records	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* maintains accurate records related to guidance and counseling efforts * Maintains confidentiality of records	<b>COMMENTS:</b>
4C Family communication	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* information about instructional program * information about individual students * engagement of families in support programs	<b>COMMENTS:</b>
4D Contributions to school & district	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* positive colleague relationships * service to school * school and district project/program participation	<b>COMMENTS:</b>
4E Professionalism	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* proactive service to students * advocacy * decision making * timeliness	<b>COMMENTS:</b>





Ashtabula Area City Schools  
Psychologist  
Pre-Observation, Observation and  
Evaluation Forms

## Ashtabula Area City Schools

### PSYCHOLOGIST PRE-OBSERVATION INSTRUCTIONAL PLAN CONFERENCE

Evaluatee:

Date:

1. What do you want the meeting to accomplish?
  
2. How do you plan to engage each participant in the meeting? What will you do?
  
4. What difficulties do students typically experience in this area? What suggestions might you offer the team in this area?
  
4. What materials or other resources, if any, will you use? How might these materials/resources be used by the participants?
  
5. How do you plan to assess the meeting?
  
6. How do you plan to use the results of the assessment?
  
7. How could your personal strengths and weaknesses impact this lesson?

# Ashtabula Area City Schools

## PSYCHOLOGIST OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

### DOMAIN 1:

### Levels of Performance

PLANNING & PREPARATION:

Needs improvement     Basic     Proficient     Distinguished

Distinguished

### COMPONENTS

1A Knowledge of school psychology	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
<ul style="list-style-type: none"> <li>* knowledge of individual and small group assessments in a variety of areas</li> <li>* knowledge of federal and state guidelines and standards</li> <li>* knowledge of best practices updates</li> </ul>	<b>COMMENTS:</b>
1B Knowledge of students	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
<ul style="list-style-type: none"> <li>* characteristics of age group</li> <li>* varied approaches to learning</li> <li>* developmental issues</li> <li>* cultural diversity</li> </ul>	<b>COMMENTS:</b>
1C School Psychologist's goals	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
<ul style="list-style-type: none"> <li>* connection to CIP</li> <li>* relate to student/family needs</li> <li>* implement current best practices</li> <li>* balance</li> </ul>	<b>COMMENTS:</b>
1D Knowledge of psychology services/resources	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
<ul style="list-style-type: none"> <li>* awareness of school ,community, district resources</li> <li>* connection to resources for students/families</li> </ul>	<b>COMMENTS:</b>

# Ashtabula Area City Schools

## PSYCHOLOGIST OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

**DOMAIN 2:**

**Levels of Performance**

**COMPONENTS**

2A Professional environment of respect & rapport	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* relational interaction with staff * relational interaction with student	<b>COMMENTS:</b>
2B Organizational skills	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* keeps appointments w/staff, students/Families * Maintains and shares appropriate information * properly cares for and maintains materials	<b>COMMENTS:</b>
2C Attitude	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* maintains a positive attitude toward the total school community * displays empathy toward teacher, students, and family issues	<b>COMMENTS:</b>
2D Providing feedback to students/families	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* displays appropriate interactions with students/families * respects and maintains confidentiality	<b>COMMENTS:</b>
2E Flexibility and responsiveness	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* responds to student, family, and school needs as identified * addresses needs in a timely fashion	<b>COMMENTS:</b>

# Ashtabula Area City Schools

## PSYCHOLOGIST OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

**DOMAIN 3:**

**Levels of Performance**

IMPLEMENTATION:    Needs improvement    Basic    Proficient    Distinguished

**COMPONENTS**

<p>3A Participates on IAT</p> <ul style="list-style-type: none"> <li>* consults with team members</li> <li>* provides team assistance regarding intervention strategies and development/implementation of intervention plans</li> <li>* provides follow-up services</li> <li>* contributes to the development of MFE and FBA</li> </ul>	<p style="text-align: right;"><input type="checkbox"/>Needs improvement    <input type="checkbox"/>Basic    <input type="checkbox"/>Proficient    <input type="checkbox"/>Distinguished</p> <p><b>COMMENTS:</b></p>
<p>3B Adheres to legal mandates</p> <ul style="list-style-type: none"> <li>* utilizes federal law (IDEA) and guidelines regarding the identification and education of students w/disabilities</li> <li>* utilizes state Operating Standards and/or Policies and Procedures including: procedural safeguards, confidentiality, evaluation, and due process</li> </ul>	<p style="text-align: right;"><input type="checkbox"/>Needs improvement    <input type="checkbox"/>Basic    <input type="checkbox"/>Proficient    <input type="checkbox"/>Distinguished</p> <p><b>COMMENTS:</b></p>
<p>3C Administers assessments</p> <ul style="list-style-type: none"> <li>*selects assessment instruments based on suitability and needs of individual students</li> <li>* gathers data and interprets results in accordance with test regulations and procedures</li> <li>* uses current best practices in the field of assessment</li> <li>* generates accurate and insightful reports in a timely fashion</li> </ul>	<p style="text-align: right;"><input type="checkbox"/>Needs improvement    <input type="checkbox"/>Basic    <input type="checkbox"/>Proficient    <input type="checkbox"/>Distinguished</p> <p><b>COMMENTS:</b></p>
<p>3D Contributes to buildings' and districts' CIP</p> <ul style="list-style-type: none"> <li>* assists in student assessments</li> <li>* assists in aggregating and analyzing data</li> <li>* provides consultative services to building staff</li> </ul>	<p style="text-align: right;"><input type="checkbox"/>Needs improvement    <input type="checkbox"/>Basic    <input type="checkbox"/>Proficient    <input type="checkbox"/>Distinguished</p> <p><b>COMMENTS:</b></p>

# Ashtabula Area City Schools

## PSYCHOLOGIST OBSERVATION FORM

Evaluatee:

Date:

Evaluator:

**DOMAIN 4:**

**Levels of Performance**

PROFESSIONAL RESPONSIBILITY: Needs improvement Basic Proficient Distinguished

**COMPONENTS**

4A Professional growth	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* participates in professional opportunities * provides professional services to students, families, and staff	<b>COMMENTS:</b>
4B Accurate records	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* maintains accurate record related to psychological services * maintains confidentiality of records	<b>COMMENTS:</b>
4C Communication	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* maintains communications with parents, staff, agencies, and administrators * generates understandable oral and written reports * engages parents/family in a support program	<b>COMMENTS:</b>
4D Contributions to school & district	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* positive colleague relationships * service to school * school and district project/program participation	<b>COMMENTS:</b>
4E Professional reflection	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* recognizes personal strengths/weaknesses *Uses information from reflection in future situations	<b>COMMENTS:</b>
4F Professionalism	<input type="checkbox"/> Needs improvement <input type="checkbox"/> Basic <input type="checkbox"/> Proficient <input type="checkbox"/> Distinguished
* proactive service to students * advocacy * timeliness	<b>COMMENTS:</b>



# Ashtabula Area City Schools

## PSYCHOLOGIST FINAL EVALUATION FORM

Evaluatee:  
Evaluator:

Grade/Subject:  
Date:  
Building Assignment:

Evaluation Number:     1 of 1     1 of 2     2 of 2

DOMAINS	
1. Planning & Preparation	3. Instruction
2. Classroom Environment	4. Professional Responsibility

Please type numbers in the charts below.

DOMAIN 1	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

**COMMENTS:**

DOMAIN 2	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

**COMMENTS:**

DOMAIN 3	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

**COMMENTS:**

DOMAIN 4	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

**COMMENTS:**

\_\_\_\_\_  
Evaluator's Signature                      Date                      Evaluatee's Signature                      Date

Ashtabula Area City Schools  
School Nurse  
Observation and Evaluation Form

# ASHTABULA AREA CITY SCHOOLS EVALUATION FOR CERTIFICATED STAFF/SCHOOL NURSE

School Nurse

School

Observer

Date

A – Area for Growth

P – Proficient

D - Distinguished

### Performance Area I: Illness and Injury

CRITERIA	A	P	D
1. Assists school personnel, parents, and students to understand and comply with communicable disease control requirements and current health practices.			
2. Participates in the management of illness and injury occurring at school.			
3. Provides training and guidelines to enable school personnel to appropriately care for ill or injured students in the nurse's absence.			

### Performance Area II: Health Education and School Environment

CRITERIA	A	P	D
4. Assists in the development of positive health, attitudes and practices through formal and informal instruction.			
5. Promotes a healthy school environment.			
6. Confers with the appropriate persons where specific health or safety issues are identified.			
7. Acts as a resource person to school staff regarding health education, curriculum, activities and materials.			

### Performance Area III: Special Needs

CRITERIA	A	P	D
8. Participates in the identification and management of pupils suspected of being abused or neglected.			
9. Provides health information and makes special recommendations related to the health problems of the handicapped or chronically ill student.			
10. Performs skilled nursing procedures as necessary:			

11. Serves as a liaison between the parents and school staff to help meet the students' special health needs.			
---	--	--	--

### Performance Area IV: Interpersonal Relation

CRITERIA	A	P	D
12. Effective interpersonal relationships with students are demonstrated.			
13. Student self-concept is promoted.			
14. Student self-discipline and responsibility is fostered.			
15. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated.			
16. Demonstrates active listening, problem solving, and crisis intervention strategies.			

### Performance Area V: Professional Growth and Responsibilities

CRITERIA	A	P	D
17. Understands and complies with school site and district policy and procedures.			
18. Assumes tasks and responsibilities appropriate for a certified school nurse.			
19. Participates in continuing education programs to increase knowledge, update skills and maintain certification.			
20. Works effectively with individuals, public and private agencies and other community groups.			

#### ADDITIONAL COMMENTS BY NURSE:

\_\_\_\_\_ No Comments      \_\_\_\_\_ Comments attached on Separate Sheet

Date	Signed (indicating knowledge of report)

**NARRATIVE COMMENTS:**

Name \_\_\_\_\_

School Year \_\_\_\_\_

School \_\_\_\_\_

Evaluation Conference Date \_\_\_\_\_

**Summary Statements**

Illness and Injury Interpersonal Relations

Health Education and School Environment

Special Needs

Interpersonal Relations

Professional Growth and Responsibilities

Suggestions for Improvement

\_\_\_\_\_  
Nurse Signature

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Date

**APPENDIX B      EXTRA DUTY SCHEDULE**

<u>POSITION</u>	<u>INDEX</u>
Faculty Managers (3 – one each 7-9 <sup>th</sup> grade school).....	.100
Head Football .....	.200
Varsity Assistants (4-6) .....	.125
Freshman Assistants (2-3).....	.110
Junior High (4-5).....	.110
Summer Conditioning.....	.040
Head Volleyball.....	.170
Varsity Assistant.....	.090
Junior Varsity.....	.090
Freshman Assistant .....	.080
Junior High Assistants (4) .....	.080
Head Male Cross Country .....	.130
Varsity Assistant/JV.....	.080
Junior High .....	.070
Head Female Cross Country .....	.130
Varsity Assistant/JV.....	.080
Junior High .....	.070
Head Male Golf.....	.130
Varsity Assistant/JV.....	.080
Junior High Assistants (2) .....	.070
Head Female Golf .....	.130
Varsity Assistant/JV.....	.080
Junior High Assistants (2) .....	.070
Head Male Basketball.....	.200
Varsity Assistant.....	.125
Junior Varsity.....	.125
Freshman Assistant .....	.110
Junior High Assistants (4) .....	.110
Head Female Basketball .....	.200
Varsity Assistant.....	.125
Junior Varsity.....	.125
Freshman Assistant .....	.110
Junior High Assistants (4) .....	.110
Head Wrestling .....	.180
Varsity Assistant.....	.090

Junior Varsity.....	.090
Junior High Assistants (2) .....	.070
Head Male Track .....	.130
Varsity Assistant/JV.....	.080
Junior High Assistants (4) .....	.070
Head Female Track.....	.130
Varsity Assistant/JV.....	.080
Junior High Assistants (4) .....	.070
Head Baseball .....	.130
Varsity Assistant.....	.080
Junior Varsity.....	.080
Freshman Assistant .....	.070
Head Softball .....	.130
Varsity Assistant.....	.080
Junior Varsity.....	.080
Freshman Assistant .....	.070
Head Male Tennis .....	.130
Varsity Assistant/JV.....	.080
Junior High Assistants (2) .....	.070
Head Female Tennis .....	.130
Varsity Assistant/JV.....	.080
Junior High Assistants (2) .....	.070
Head High School Cheerleading .....	.130
Varsity Assistant/JV.....	.090
Freshman Assistant .....	.080
Junior High Assistants (2) .....	.080
Head Male Soccer .....	.130
Varsity Assistant.....	.090
Freshman Assistant .....	.080
Junior High Assistant.....	.080
Head Female Soccer .....	.130
Varsity Assistant.....	.090
Freshman Assistant .....	.080
Junior High Assistant.....	.080
Head Male Swimming.....	.100
Varsity Assistant/JV.....	.075
Head Female Swimming .....	.100
Varsity Assistant/JV.....	.075

Weightlifting – Co-ed	
Conditioning during school (x 4 seasons).....	.020

**EXTRA DUTY SCHEDULE  
NON-COACHING**

<u>POSITION</u>	<u>INDEX</u>
Dramatics 7-12	
Musical .....	.050
One-act Play.....	.025
Payment upon completion per production (maximum two per building per year)	
Yearbook Advisor	
High School .....	.085
Junior High .....	.030
Journalism	
High School (minimum 4 publications).....	.035
Junior High (minimum 4 publications).....	.025
Media Specialist.....	.020
Class Advisors	
Freshman (minimum 2 fund raisers).....	.015
Sophomore (minimum 2 fund raisers) .....	.015
Junior (minimum 1 fund raiser and prom).....	.040
Senior (set by principal).....	.025
Student Council	
High School .....	.025
Junior High .....	.015
Elementary .....	\$200
Model U.N. – Traveling (Competitions outside Ashtabula County).....	.08
Model U.N. -- Non-traveling.....	.025
National Honor Society	
High School .....	.025
Junior High .....	.015
Intramurals refer to attached Memorandum of Understanding	
Scholastic Bowl Advisor – Traveling (Competitions Outside Ashtabula County).....	.08
Scholastic Bowl Advisor – Non-traveling .....	.025
Saturday School Coordinator .....	.000773
Saturday School Monitor .....	.000696

Period Sub .....	.000657
Split class, maximum per day .....	.001933
Mentoring .....	.0194
Department Facilitators .....	.175

Technical Representatives

Early Learning Center .....	\$300
Huron Primary School .....	\$900
Ontario Primary School .....	\$900
Michigan Primary School .....	\$900
Erie Intermediate .....	\$900
Superior Intermediate.....	\$900
Lakeside Junior High (2) .....	\$850
Lakeside Senior High (2).....	\$900

All other approved clubs (paid at the end of the school year with documentation by principal that club activities and all required paperwork is completed..... .005

All approved clubs will have a purpose statement and rationale including but not limited to reasons and rationale for the existence of the club.

Index is based on 0 step B.S.

All extra duty positions shall be filled at the option of the administration. No bargaining unit member shall be required to perform supplemental duties if he or she does not receive supplemental compensation.

## APPENDIX C-1

### SALARY SCHEDULE INDEX FOR 2012-2013

<b>STEP</b>	<b>BS</b>	<b>BS+10</b>	<b>BS+20</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>	<b>MA+30</b>
0	1.000	1.050	1.100	1.150	1.200	1.250	1.300
1	1.050	1.100	1.150	1.200	1.250	1.300	1.350
2	1.100	1.150	1.200	1.250	1.300	1.350	1.400
3	1.150	1.200	1.250	1.300	1.350	1.400	1.450
4	1.200	1.250	1.300	1.350	1.400	1.450	1.500
5	1.250	1.300	1.350	1.400	1.450	1.500	1.550
6	1.300	1.350	1.400	1.450	1.500	1.550	1.600
7	1.350	1.400	1.450	1.500	1.550	1.600	1.650
8	1.400	1.450	1.500	1.550	1.600	1.650	1.700
9	1.450	1.500	1.550	1.600	1.650	1.700	1.750
10	1.500	1.550	1.600	1.650	1.700	1.750	1.800
11	1.550	1.600	1.650	1.700	1.750	1.800	1.850
12	1.600	1.650	1.700	1.750	1.800	1.850	1.900
13	1.650	1.700	1.750	1.800	1.850	1.900	1.950
16	1.650	1.700	1.800	1.850	1.900	1.950	2.000
19	1.650	1.700	1.850	1.900	1.950	2.000	2.050
20	1.700	1.750	1.850	1.900	1.950	2.000	2.050
22	1.700	1.750	1.900	1.950	2.000	2.050	2.100
25	1.750	1.800	1.950	2.000	2.050	2.100	2.150

APPENDIX C-2

ASHTABULA AREA TEACHERS ASSOCIATION

SALARY SCHEDULE FOR 2012-2013

<b>Step</b>	<b>BS</b>	<b>BS+10</b>	<b>BS+20</b>	<b>Masters</b>	<b>M+10</b>	<b>M+20</b>	<b>M+30</b>
0	\$30,084	\$31,588	\$33,092	\$34,597	\$36,101	\$37,605	\$39,109
1	\$31,588	\$33,092	\$34,597	\$36,101	\$37,605	\$39,109	\$40,613
2	\$33,092	\$34,597	\$36,101	\$37,605	\$39,109	\$40,613	\$42,118
3	\$34,597	\$36,101	\$37,605	\$39,109	\$40,613	\$42,118	\$43,622
4	\$36,101	\$37,605	\$39,109	\$40,613	\$42,118	\$43,622	\$45,126
5	\$37,605	\$39,109	\$40,613	\$42,118	\$43,622	\$45,126	\$46,630
6	\$39,109	\$40,613	\$42,118	\$43,622	\$45,126	\$46,630	\$48,134
7	\$40,613	\$42,118	\$43,622	\$45,126	\$46,630	\$48,134	\$49,639
8	\$42,118	\$43,622	\$45,126	\$46,630	\$48,134	\$49,639	\$51,143
9	\$43,622	\$45,126	\$46,630	\$48,134	\$49,639	\$51,143	\$52,647
10	\$45,126	\$46,630	\$48,134	\$49,639	\$51,143	\$52,647	\$54,151
11	\$46,630	\$48,134	\$49,639	\$51,143	\$52,647	\$54,151	\$55,655
12	\$48,134	\$49,639	\$51,143	\$52,647	\$54,151	\$55,655	\$57,160
13	\$49,639	\$51,143	\$52,647	\$54,151	\$55,655	\$57,160	\$58,664
16	\$49,639	\$51,143	\$54,151	\$55,655	\$57,160	\$58,664	\$60,168
19	\$49,639	\$51,143	\$55,655	\$57,160	\$58,664	\$60,168	\$61,672
20	\$51,143	\$52,647	\$55,655	\$57,160	\$58,664	\$60,168	\$61,672
22	\$51,143	\$52,647	\$57,160	\$58,664	\$60,168	\$61,672	\$63,176
25	\$52,647	\$54,151	\$58,664	\$60,168	\$61,672	\$63,176	\$64,681

APPENDIX D-1

ASHTABULA AREA CITY SCHOOLS  
SICK LEAVE BANK ENROLLMENT

NAME: \_\_\_\_\_ EMPLOYEE NUMBER: \_\_\_\_\_

SCHOOL TO WHICH ASSIGNED: \_\_\_\_\_

\_\_\_\_\_ I elect to participate in the AATA Sick Leave Bank during the \_\_\_\_\_ school year. I authorize the AACS to transfer two (2) days to the sick leave bank from my accumulated sick leave.

\_\_\_\_\_ I do not elect to participate in the AATA Sick Leave Bank during the \_\_\_\_\_ school year. I acknowledge that if I desire to join the Sick Leave Bank after September 20, \_\_\_\_\_ I may elect to join on the first instructional day of any subsequent school year but will not be eligible for benefits from the bank until the first instructional day of the next school year.

Employee Signature \_\_\_\_\_ Date

RETURN THIS FORM TO THE OFFICE OF THE AACS SUPERINTENDENT

**APPENDIX D-2  
AATA SICK LEAVE BANK REQUEST FORM**

Date \_\_\_\_\_

**SECTION A – TO BE COMPLETED BY THE EMPLOYEE**

Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

School to which assigned: \_\_\_\_\_ Position: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone: Home/Cell \_\_\_\_\_ Work \_\_\_\_\_

Home email: \_\_\_\_\_

Accumulated to date:	<b>Treasurer's Office Only</b>
Sick Leave days:	
Personal days:	

- Number of days requested: \_\_\_\_\_
- Date to start usage: \_\_\_\_\_
- Date to return to work: \_\_\_\_\_

Describe the nature of your illness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Physician's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Employee Signature \_\_\_\_\_

**RETURN THIS FORM TO THE OFFICE OF THE AACS SUPERINTENDENT  
Submission of this form does not indicate automatic approval**

**APPENDIX D-3  
AATA SICK LEAVE BANK COMMITTEE FORM**

**SECTION B – TO BE COMPLETED BY THE SICK LEAVE BANK COMMITTEE**

Employee's Name \_\_\_\_\_

Date Request Received \_\_\_\_\_

Physician's Statement attached

\_\_\_\_\_ YES

\_\_\_\_\_ NO

Member's Accumulated Leave (personal and sick) Ends/Ended

First Day of Work Missed for This Illness

\_\_\_\_\_ Request Granted

\_\_\_\_\_ Number of Days Granted From the Sick Leave Bank

\_\_\_\_\_ Request Denied

\_\_\_\_\_  
Signature or AATA Sick Leave Bank Committee Member

**APPENDIX D-4  
AATA PHYSICIAN'S FORM FOR VERIFYING ILLNESS  
TO THE SICK LEAVE BANK COMMITTEE**

Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

School to which assigned: \_\_\_\_\_ Position: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone: Home/Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Home email: \_\_\_\_\_

Physicians report of illness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Illness/Leave begins

\_\_\_\_\_ Estimated Date Illness/Leave Ends

Physician's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

*I certify that the employee named above is under my care and will be unable to perform normal duties during this period. Adjustments in these dates may be necessary at a later date.*

\_\_\_\_\_  
Physician's Signature (no stamp) and Date

RETURN THIS FORM WITH THE SICK LEAVE BANK REQUEST FORM TO THE  
OFFICE OF THE AACS SUPERINTENDENT

**APPENDIX E**

**ASHTABULA AREA CITY SCHOOLS**

**RIP**

**(Retirement Incentive Plan)**

**NOTIFICATION FORM**

NAME \_\_\_\_\_

I plan to retire effective \_\_\_\_\_, which is prior to the beginning of the \_\_\_\_\_ school year.

I understand the terms of the Retirement Incentive Plan as outlined in Article XXIII of the Master Agreement between the Ashtabula Area Teachers' Association and Ashtabula Area City Schools.

I have attached to this document a copy of the latest statement from STRS depicting service credit to verify that I qualify for the RIP.

In the event of my death prior to receiving the RIP payment and/or the severance payment, I designate \_\_\_\_\_ as my beneficiary to whom this payment(s) is to be made payable.

Should no beneficiary be designated above, the payment shall be made to the retiree's estate.

Henceforth, this notification must be received in the office of the Superintendent by April 1 of the year of retirement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX F

ASHTABULA AREA CITY SCHOOLS  
CERTIFIED EMPLOYEES  
DISCUSSION FORM

(Level One)

Name of Employee \_\_\_\_\_ Date of Discussion Meeting \_\_\_\_\_

Department \_\_\_\_\_

Employee's Concern: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All parties must sign below to acknowledge that discussion transpired.

\_\_\_\_\_  
*Signature of Level One Supervisor*      *Date*

\_\_\_\_\_  
*Signature of Employee*      *Date*

\_\_\_\_\_  
*Signature of Association Representative*      *Date*

\_\_\_\_\_  
*Signature of Grievance Chair*      *Date*

Response: \_\_\_\_\_

*(Response due within 5 days)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

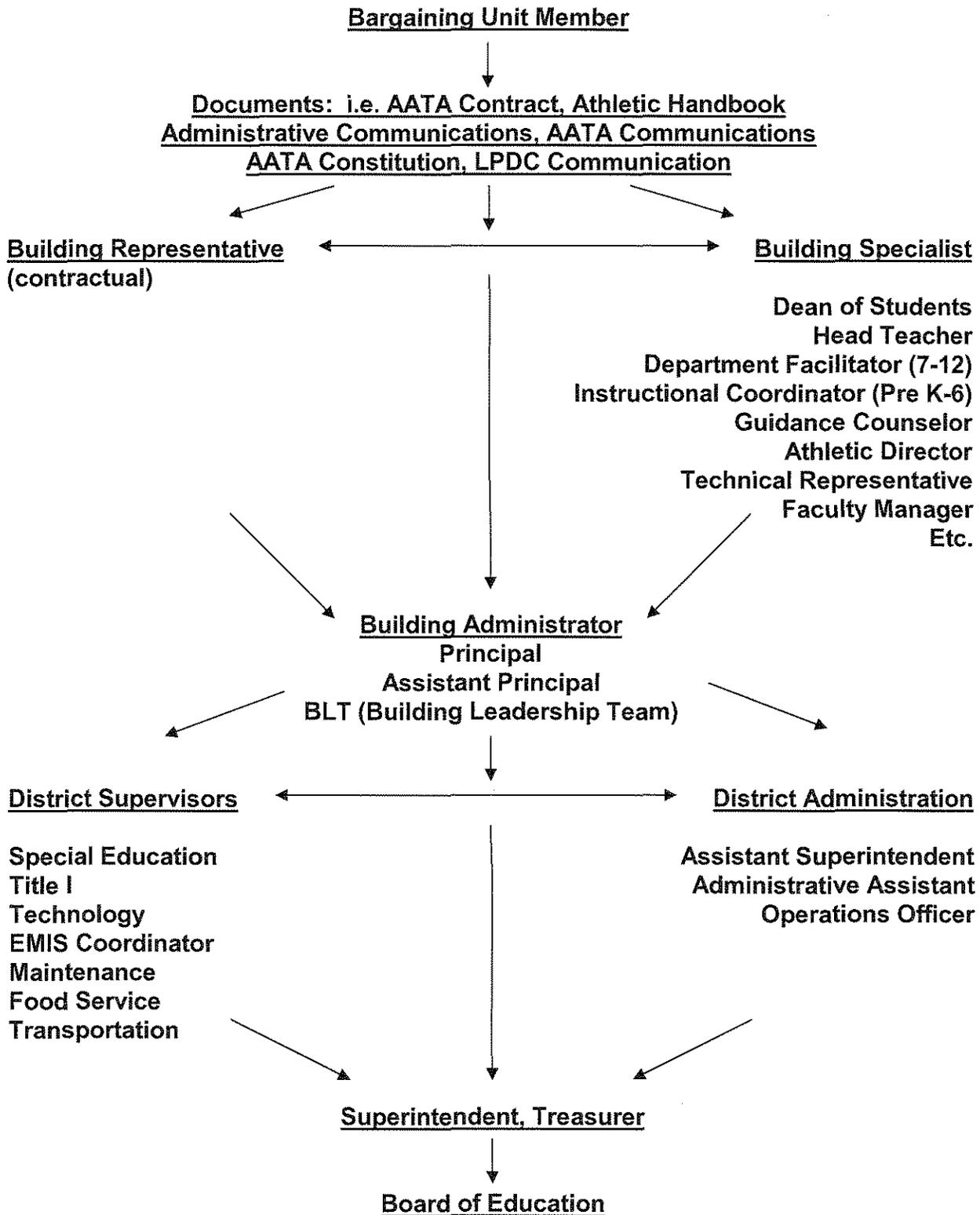
\_\_\_\_\_

\_\_\_\_\_



APPENDIX G

CHAIN OF COMMUNICATION



**APPENDIX H**  
**ASHTABULA AREA CITY SCHOOLS**  
**CERTIFIED EMPLOYEE**

**APPLICATION FOR USE OF PERSONAL LEAVE**

EMPLOYEE NUMBER: \_\_\_\_\_

EMPLOYEE \_\_\_\_\_

DATE SUBMITTED \_\_\_\_\_

DATE(S) OF ABSENCE \_\_\_\_\_

SCHOOL/OFFICE \_\_\_\_\_

A BARGAINING UNIT MEMBER SHALL BE GRANTED THREE (3) PERSONAL DAYS TO TAKE CARE OF PERSONAL BUSINESS/PERSONAL FAMILY OBLIGATIONS THAT CAN ONLY BE TAKEN CARE OF DURING SCHOOL HOURS.

\_\_\_\_\_ 1<sup>st</sup> DAY

\_\_\_\_\_ 2<sup>nd</sup> DAY

\_\_\_\_\_ 3<sup>rd</sup> DAY

PLEASE INDICATE IF THIS IS YOUR 1<sup>st</sup>, 2<sup>nd</sup>, OR 3<sup>rd</sup> DAY.

Use of Personal Leave is governed by the AATA Master Agreement.

\_\_\_\_\_  
(Bargaining Unit Member Signature)

\*\*\*\*\*

**ADMINISTRATIVE ACTION**

\_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved

\_\_\_\_\_  
Principal/Supervisor

\_\_\_\_\_  
Date

## APPENDIX I

### DEFINITION OF ELIGIBLE DEPENDENTS

The Dependent Age Limit for determining eligible child dependents of Bargaining Unit Members in the current Schedule of Benefits is age twenty-six (26) for all Coverages. To be considered eligible for the Coverages, the Bargaining Unit Member's dependent must meet the criteria set forth below

To be an "eligible dependent," the dependent must be either:

- the Card Holder's spouse; or
- the Card Holder or spouse's children, stepchildren, children placed for adoption, legally adopted children, children for whom either the Card Holder or Card Holder's spouse is the Legal Guardian or Custodian or any children who, by court order, must be provided health care coverage by the Card Holder or the Card Holder's spouse. To be considered Eligible Dependents, the child dependent must be a resident of the United States and not have access to employer provided insurance at their place of work.

Eligibility will continue past the age limit for Eligible Child Dependents who are unmarried and primarily dependent upon the Card Holder for support due to a physical handicap or mental retardation which renders them unable to work. This incapacity must have started before the age limit was reached and must be medically certified by a Physician. The Card Holder must notify the Plan Sponsor of the Eligible Dependent's desire to continue coverage within thirty-one (31) days of reaching the limiting age. After a two year period following the date the Eligible Dependent meets the age limit, the Plan may annually require further proof that the dependence and incapacity continue.

Eligibility for the Coverages for eligible child dependents will terminate at the end of the calendar month of the eligible dependent's twenty-sixth (26th) birthday, unless the dependent meets all of the requirements of the preceding paragraph.

**APPENDIX J  
NON-USE OF SICK LEAVE STIPEND FORM**

Pursuant to Article XV, C. 6. of the Agreement between the Ashtabula Area City Schools and Ashtabula Area Teachers Association I believe that I am eligible for the Non-Use of Sick Leave Stipend. I used \_\_\_\_\_ days of sick leave during the 20\_\_\_\_-20\_\_\_\_ school year.

This form must be submitted to the Treasurer by 4:00 p.m. on or before June 15 in order to receive the stipend.

NAME \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

Bereavement Days Used: \_\_\_\_\_

This information will be verified by the Payroll Department.

## APPENDIX K

### INTERVIEW RUBRIC

Candidate: \_\_\_\_\_ Date: \_\_\_\_\_  
Position to be filled: \_\_\_\_\_  
Interviewed by: \_\_\_\_\_

Directions: Score candidate for each item using the number most appropriate to the individual. Write the number on the line below each item. Add the numbers for all questions to gain an overall score. Use the total number to rank order candidates.

1. Professional appearance:  
3 = men: shirt/tie or suit; female: dress, skirt, or suit  
2 = business casual  
1 = casual, i.e. jeans, shorts, tee  
0 = unkempt, dirty  
\_\_\_\_\_
2. Content and/or program knowledge:  
3 = working knowledge of standards; can site specific examples of experiences and lessons  
2 = basic knowledge of benchmarks, indicators – can give a few specifics  
1 = limited – aware of standards  
0 = no knowledge of standards  
\_\_\_\_\_
3. Experience with subject area and/or grade level:  
3 = has taught subject area or grade level  
2 = has taught subject within band of grades, i.e. primary, intermediate, jr., sr. high  
1 = limited experience such as student teaching  
0 = no experience or training  
\_\_\_\_\_
4. Written expression: “What makes you the best candidate for this position?”  
(Refer to Ohio writing rubrics for students)  
\_\_\_\_\_
5. Classroom management and discipline:  
3 = specific knowledge of scheduling/ timing, discipline for optimal learning, can site examples  
2 = basic knowledge of scheduling/ timing, discipline for optimal learning, only general ideas and examples  
1 = limited knowledge of scheduling/ timing, discipline for optimal learning, no examples

0 = inappropriate examples of management and/or discipline

---

6. Technology integration:

3 = working knowledge of standards; can site specific examples of experiences and lessons

2 = basic knowledge of benchmarks, indicators – can give a few specifics

1 = limited – aware of standards

0 = no knowledge of standards

---

7. Professionalism & Involvement:

3 = involved in groups, teams, committees in or out of school, takes a leadership role

2 = involvement in groups, teams, committees in or out of school, no leadership role

1 = little experience but willing to join

0 = no experience, no willingness to join

---

8. Reflection – Self Evaluation:

3 = demonstrates sense of efficacy; recognizes strengths and weaknesses and strategies to improve

2 = reflects on previous lessons, but w/out specific changes

1 = some sense of teacher's responsibility for student learning

0 = no sense of teacher's responsibility for student learning

---

9. Experiences with multicultural and varied socioeconomic groups

3 = Extensive training and experience in educational setting with other cultures and socio-economics (1 year or more)

2 = Limited training and experience in educational setting with other cultures and socio-economics

1 = no experience but training

0 = no experience or training

---

10. Inclusion – Special Education:

3 = Extensive experience with students with disabilities, demonstrates willingness to take responsibility for student learning, experience with differentiation

2 = Limited experience with students with disabilities, demonstrates willingness to take responsibility for student learning, experience with differentiation

1 = No experience, demonstrates willingness to take responsibility for student learning, experience with differentiation

0 = No experience or to take responsibility for student learning, experience with differentiation

---

Total score \_\_\_\_\_

Appendix L

STUDENT EMERGENCY REMOVAL FORM

ASHTABULA AREA CITY SCHOOLS  
ASHTABULA, OHIO

NAME OF STUDENT \_\_\_\_\_

DATE \_\_\_\_\_

This pupil's presence posed a continuing danger to persons or property or an ongoing threat of disrupting the academic process in a curricular/extra-curricular activity under my supervision, and I have ordered the student's removal from the activity for the following specific reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of pupil removal \_\_\_\_\_

Time of pupil removal \_\_\_\_\_

Activity pupil removed from \_\_\_\_\_

HEARING SCHEDULED: \_\_\_\_\_  
DATE TIME PLACE

STUDENTS REMOVED ARE TO BE SENT TO THE OFFICE. TEACHERS ARE TO NOTIFY THE PARENTS OF STUDENT REMOVED FROM SCHOOL AS SOON AS POSSIBLE.

\_\_\_\_\_  
Signature of Teacher

I have received a copy of this notice of intended suspension from curricular or extracurricular activity.

\_\_\_\_\_  
Signature of Student

PARTICIPANTS IN HEARING: \_\_\_\_\_  
\_\_\_\_\_

DISPOSITION OF CASE \_\_\_\_\_  
\_\_\_\_\_

RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

(Ashtabula Area City School Board Policy in compliance with Ohio Law 3313.66)

## Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the Ashtabula Area City Schools Board of Education (Board of Education) and the Ashtabula Area Teachers Association (Association).

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from August 1, 2012 through July 31, 2013;

WHEREAS, the parties have entered into certain agreements with regard to the payment and training of Elementary Coaches that affects the Association and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current Collective Bargaining Agreement as set forth hereinafter, and further intend that all remaining sections of the Collective Bargaining Agreement that are not inconsistent herewith, shall remain in full force and effect;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language shall constitute their Agreement as it relates to this matter.

1. The Elementary Coaches found in Appendix A of the CBA shall appear as follows:

Elementary Male Basketball	\$400
Elementary Female Basketball	\$400
Elementary Volleyball – Co-ed	\$400

2. Any bargaining unit member who is hired to fill one of the above positions and does not have the required Pupil Activity Permit (PAP) shall be reimbursed for the cost of the training and licensing required by the Ohio Department of Education. The bargaining unit member will submit the appropriate receipts and verification of licensing in accordance with District Policies.

**A**

AATA/OEA/NEA Service	53
Accumulated sick leave	46
additional requirement	23
administrative fees	78
advance notification	50
AIDS	35
AIG-Valic 403(b) Plan	77
alternate hospitalization coverage	74
Anonymous letters	22
arbitrability	62
Ashtabula Area City School's Expense Account Form	51
Assignment Request	9
Association announcements	4
Association representative	14, 18, 59, 61
<b>Athletic Board of Control</b>	
AATA Voting Seats	8
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