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MASTER CONTRACT

BETWEEN THE

AUSTINTOWN EDUCATION ASSOCIATION

AND

AUSTINTOWN LOCAL SCHOOL DISTRICT

August 29, 2015 – August 28, 2016

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ARTICLE I RECOGNITION

1.01 Recognition

The Austintown Board of Education, hereinafter referred to as the “Board” or the “Employer”, recognizes the Austintown Education Association (AEA), affiliated with the Ohio Education Association and the National Education Association (OEA/NEA) hereinafter referred to as the “Association”, as the sole and exclusive employee representative for the bargaining unit described in 1.02 below.

1.02 Definition of Bargaining Unit

The bargaining unit of employees represented by the Association shall include all full time and part time regular classroom teachers, guidance counselors, nurses, librarians, speech therapists, and regularly employed specialists such as art, music, and physical education teachers.

1.03 Exclusions

The following positions shall be excluded from the bargaining unit: tutors, substitute teachers, administrators (such as superintendent, assistant superintendent, director of instruction, principals, assistant principals), technology coordinator(s), director of special education and affiliated services, director of business services and the athletic administrator. Exclusions shall be in accordance with ORC 4117.

1.04 Definitions

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Part-time employee: An employee in positions defined in section 1.02 of this Agreement who works more than 2.5 hours per day, five days per week, or the equivalent thereof.
- C. Day: A calendar day.
- D. Workday: A day on which an employee is scheduled to report for work.
- E. Immediate Supervisor: The principal or person in a comparable administrative or supervisory position as defined in ORC 4117 and responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by AEA.

F. Superintendent: The Superintendent of the Austintown Local School District.

G. Board: The Board of Education of the Austintown Local School District.

1.05 Representation Election Procedure

Representation election procedures shall be in accordance with Ohio Revised Code 4117.07.

1.06 Bargaining Unit Work

Work that is typically performed by bargaining unit members shall not be performed by volunteers nor be assigned to non-bargaining unit personnel except in an emergency situation.

**ARTICLE II
NEGOTIATIONS PROCEDURE**

2.01 Request for Negotiations

A written request to open negotiations for a successor Contract may be submitted by either party. Requests from the Association shall be made to the Superintendent. Requests from the Board shall be made to the President of the Association. Such request shall be made no later than ninety (90) days prior to the expiration of the Contract nor sooner than one hundred fifty (150) days prior to the expiration of the Contract.

2.02 Scope of Negotiations

The parties agree to negotiate in good faith with regard to all matters of common concerns and shall use professional and educational channels for appeal in the event of impasse. The Superintendent, or the Board and Superintendent, or their designated representatives shall meet with representatives of the Association to negotiate and to reach agreement on wages, hours, terms and conditions of employment and other matters concerning or affecting:

1. The Recruitment of Teachers
2. Community Support for the School Program
3. Professional Rights and Responsibilities
4. Budget Preparation
5. Curriculum
6. Inservice Education
7. Teacher Load
8. Teacher Turnover
9. Personnel Policies
10. Salaries and Teacher Welfare
11. Grievance Procedures
12. Working Conditions

13. Other Matters Affecting the Quality of the Educational Program

2.03 Meetings

2.031 Initial Meeting: Within fifteen (15) days from receipt of such notice, an initial meeting will be held at a mutually agreeable time for the purpose of establishing date(s) for subsequent session(s).

2.032 Time of Meetings: Members of the bargaining unit shall be released from school duties to attend meetings on request of the Association. Meetings shall be scheduled to interfere the least with school schedules.

2.033 Caucus: Either team may call for a caucus at any time.

2.034 Subsequent Meetings: Before the conclusion of each negotiations meeting, a mutually agreeable date and time for the next meeting will be set. Normally no more than one (1) week will lapse between meetings.

2.04 Exchange of Proposals

Each party shall present its written negotiations proposals at the first meeting. Thereafter, new proposals may not be submitted unless mutually agreed upon. Both sides agree to provide the other party with relevant data and supporting information within a reasonable time. All proposals and counter-proposals shall be presented in written form.

2.05 Negotiations Team

The parties, each in their sole discretion, shall select negotiating teams. Each team shall not exceed six (6) members. Additionally, consultants may be used if deemed advisable by either party. No other person or persons shall be present during the negotiations meeting except as mutually agreed.

2.06 Exchange of Information

A. Interim reports of progress may be made to the Association by its representatives and to the Board by its representatives.

B. While discussions are in progress, any release prepared for the news media shall be approved by both groups. In the event impasse is declared by either party, such limitation shall be waived; however, press releases shall be provided to the other party at the time of release.

2.07 Power and Authority

The respective negotiation teams have the power and authority to negotiate; that is, to make proposals, consider proposals, and make concessions in the course of discussion.

2.08 Agreement

Items agreed to shall be reduced to writing, initialed and dated by each party. Tentative Agreement is subject to final ratification by the membership of the Association and adoption by the Board. The Board shall take action to accept or reject the Tentative Agreement at the first regular or special Board meeting following the ratification by the Association.

2.09 Mutually-Agreed-Upon Dispute Settlement Procedure

2.091 Impasse/Mediation

At any time during negotiations, impasse may be declared by either party, at which time either party may request the services of the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement.

2.092 Cost of Mediation

Each party shall bear its own costs incident to mediation and shall share equally any direct costs charged by the mediation service, if any.

2.093 Right to Strike

The Association shall have the right to strike, pursuant to ORC 4117.14 (D)(2), once the contract has expired and the impasse procedure has been utilized. The parties agree that this provision is the mutually agreed upon dispute settlement pursuant to ORC 4117.14(E). If the parties reopen any provision of this contract, the Association shall have all rights under Article 2.093 of this contract.

2.10 Suspension of Provisions

All provisions, including time limits, set forth in this agreement may be suspended or altered with the mutual consent of both negotiation teams. Any suspension or alteration of said provisions by mutual consent will not be permanent.

2.11 Amendments to Contract

Any amendments to this contract shall be negotiated in accordance with the provisions of this Article.

ARTICLE III GRIEVANCE PROCEDURE

3.01 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept confidential at all levels of the procedure.

3.02 Definitions

3.021 Grievance: A claim based upon an event or condition, which affects the welfare or conditions of employment of a member of the bargaining unit or group, and/or a violation, misinterpretation, or misapplication arising from the language of this agreement or an alleged breach thereof.

3.022 Grievant or Aggrieved: The person(s) making the claim or the Association.

3.023 Party in Interest: The person or persons or the Association making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.024 Grievance Chairperson: The Association shall notify the Superintendent of the name of the Grievance Chairperson at the beginning of each school year or as the Grievance Chairperson should change.

3.03 Rights of Parties

3.031 Representation: A grievant shall have the right to request a representative of the Association accompany and represent him/her at all steps of this procedure.

3.032 Grievance Processing: Parties in interest will meet before, following, or at a mutually agreed upon time during the regular school day with the least possible interference with their regular duties. If necessary to process the grievance, the parties in interest shall be released from regular duties without loss of pay.

- 3.033 Witnesses:** Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance, including the right to cross-examine witnesses.
- 3.034 Record Keeping:** All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of any employee involved.
- 3.035 No Reprisal:** No reprisal of any kind shall be taken by the Board or any of its agents against any grievant, any representative, any member of the Association or such other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant, the grievant's representative or the Association against the employer or any of its agents.
- 3.036 Adjustment of Grievances:** Nothing contained herein will be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Contract and that the Association has been given the opportunity to be present at such adjustment. However, the Association shall have the right to be present at all formal steps of the grievance procedure.
- 3.037 Sole Remedy:** The sole remedy available to any member of the bargaining unit for any alleged breach of this Contract or any alleged violation of rights contained herein shall be pursuant to the grievance procedure. Nothing contained in this Contract will deprive any member of the bargaining unit of any legal right which he/she presently has, provided that if a member elects to pursue any legal or statutory remedy, such election will bar any further proceedings for relief under the provisions of this Contract. Such condition shall not apply in the event that a judge or other legal authority orders the parties to use this grievance procedure to resolve a contractual dispute.
- 3.038 Grievances filed June 1 or after:** In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the

grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3.039 Association Grievance: If a grievance affects a group or class of members of the bargaining unit, the Association may submit such grievance directly to the Superintendent at Step 2 (Article 3.062). The Association may also process a grievance through all levels of the procedure even though the aggrieved persons do not wish to do so.

3.040 Investigation: Representative(s) of the Association will report to the Principal of the building being visited and state the purpose of the visit immediately upon arrival. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

3.04 Time Limits

Time limits specified herein are considered maximum; however, they may be extended by mutual agreement of the parties. Failure by the employer at any step of the grievance procedure to meet the time limits specified herein, unless specifically extended, shall permit the grievance to be processed at the next level. Failure of the grievant to meet the time limits specified herein will result in the termination of the grievance process.

3.05 Informal Procedure

A grievance may first be presented to the immediate supervisor in an attempt to promptly resolve the problem within twenty (20) workdays of the time the grievant became aware of the act. The grievant must verbally state that this is the informal grievance stage. The immediate supervisor shall give an answer to the grievant and the AEA within three (3) workdays of the submission. If resolution of the problem is not achieved, a formal grievance may be processed as follows.

3.06 Formal Procedure

3.061 Step 1–Immediate Supervisor

The grievant may file a written grievance with the immediate supervisor within twenty (20) workdays of the time the grievant became aware of the act unless the informal procedure was utilized in which case the written grievance may be filed within thirty (30) workdays of the time the grievant became aware of the act. Within five (5) workdays after the notification to the immediate supervisor, a meeting shall take place. The Association’s representative(s), the grievant, and the immediate supervisor shall be present at the meeting. The immediate supervisor shall provide the

grievant, the Association President and the Association Grievance Chairperson with his/her written answer to the grievance within three (3) workdays.

3.062 Step 2–Superintendent

If the grievance is not resolved at Step 1, or if the time limits are not met by the administration, the Association may process the grievance to the Superintendent or designee within ten (10) workdays after receipt of the Step 1 answer. The Superintendent or designee shall arrange for a meeting with the Association representative(s) and the grievant to take place within five (5) workdays of the Superintendent's or designee's receipt of the appeal. Upon conclusion of the hearing, the Superintendent or designee shall provide the grievant and the Association with his/her written answer to the grievance within three (3) workdays.

3.063 Step 3–Board (Optional)

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Board within fifteen (15) workdays after the Superintendent's written response should have been rendered. Upon conclusion of the hearing, the Board shall have five (5) workdays in which to provide its written decision to the Association. At the option of the Association, Step 3 may be waived and the grievance submitted instead to arbitration in accordance with Section 3.064 of this Article, unless the Board objects thereto within three (3) workdays following the Superintendent's receipt of the Association notice of intent to submit the grievance to arbitration.

3.064 Step 4–Arbitration

If the grievance has not been resolved or if the Board has not issued its written answer within the time prescribed in Step 3, the Association may submit the grievance to arbitration by the rules and regulations of the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. If a demand for arbitration is not filed within twenty (20) workdays of the date for the Board's Step 3 answer or the Superintendent's or designee decision if the Association and Board have waived Step 3, then the grievance will be deemed withdrawn.

3.0641 Decision of Arbitrator: The decision of the arbitrator shall be final and binding upon the parties. In arriving at a decision in regard to the grievance, the arbitrator will not have the authority

to add to, subtract from, modify, or change or alter any of the provisions of the Agreement, nor add to, detract from, or modify language therein. The arbitrator will be confined to those issues which have been presented and will have no authority to consider other issues which have not been presented for arbitration.

3.0642 Cost of Arbitrator: The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3.0643 Transcript: Should either party desire a transcript of the proceedings, they shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

ARTICLE IV ASSOCIATION RIGHTS

4.01 Exclusivity

Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to all privileges described herein. These privileges shall not be granted to any other employee representative.

4.02 Association Membership or Fair Share Fee Requirement

As a condition of employment, all bargaining unit members shall either:

- A. Become a member of the Austintown Education Association and execute an authorization for dues deductions and assessments on a form provided by the Association, or
- B. In the alternative, pay a fair share fee in the amount not to exceed the total annual dues and assessments of the Association.

A bargaining unit member may either authorize payroll deduction for the payment of dues or fees or remit total payment directly to the Association.

4.03 Payroll Deduction of Dues

The Board shall make the authorized deduction of dues in equal amounts from each paycheck of the employee on dates determined by the Association and submitted to the Board Treasurer.

4.04 Fair Share Fee Deduction

- A. The deduction of the fair share fee by the Treasurer of the Board from the payroll check of the employee and its payment to the Association shall commence with the first paycheck received after January 15 of each year unless the Board Treasurer receives written notice from AEA that a different date is legally required or that such employee has elected to remit total payment to the AEA by January 15. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Board Treasurer by AEA. Fair share fee deduction shall be automatic and does not require the written authorization of the employee. The fee deductions shall be made on the same payroll days that the Association dues are deducted. The obligation of the Board to deduct the fee shall cease upon removal of the bargaining unit member from the Board's active payroll for any reason.
- B. By November 1 of each year, the Association President shall give the Treasurer of the Board a notarized statement as to the amount of the fair share fee for the upcoming school year. The association shall send a copy of the statement to any member of the bargaining unit upon request.
- C. The Association shall establish an internal rebate procedure in accordance with ORC 4117.09 and applicable state and federal court decisions. Religious conscientious objections shall be provided in accordance with ORC 4117.09.

4.05 Indemnification

The Association shall indemnify and save harmless the Board, individual Board members, its officers and its employees against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this Article.

4.06 Mailboxes, Bulletin Boards

The Association shall be authorized to use inter-school mail facilities and individual unit members' mailboxes. The Association shall have the right to use the faculty and dining room bulletin boards for the general use of the Austintown Education Association.

4.07 Use of Facilities/Equipment

The Association has the right to use school facilities and equipment upon request and upon approval of the Superintendent or building principal. The Association shall be permitted to use school buildings for official membership and executive committee meetings after school hours at a time and place that does not interfere with the normal and other scheduled use of such buildings except Saturdays, Sundays, and holidays. No fees will be charged the Association unless additional services or personnel are needed.

4.08 Communications

Written central office administration communications, sent to various buildings or departments, shall be forwarded to the Association President.

4.09 New Employee Information

Name, address, building assignment, teaching assignment and salary placement of all newly employed bargaining unit members shall be supplied to the President of the Association as this information becomes available.

4.10 Released time for Association Conventions/Workshops

The Superintendent shall, in consultation with the President of the Association, approve leave for Association members to attend Association conventions/workshops. Attendance of Association members to OEA instructional meetings may be charged to professional leave. A maximum of three days per delegate per school year shall be granted to attend the OEA Representative Assembly and shall not be deducted from any other leave in this Contract. The number of delegates to be elected shall be consistent with the OEA Constitution. Association members attending Representative Assemblies will not be reimbursed by the Board for their expenses.

4.11 Released Time for Association Representative(s)

Upon notification by the Association President to the Superintendent or his/her designee, release time up to thirty (30) days or the equivalent thereof shall be granted to the President of the Association or his/her designee(s) to conduct business of the Association. This leave will not be deducted from any other leave as established herein.

4.12 Leave of Absence for State or National Elected Office

Upon request of the Association, a member of the bargaining unit elected to a State or National office of an affiliated professional organization shall be granted a leave of absence without Board expense, for up to two (2) years with the possibility of renewal for additional two (2) terms. Seniority shall be accrued during such leave. Salary schedule steps shall not accrue during such leave.

4.13 Right to Conduct Association Business

Duly authorized representatives of the Association and the Association's respective affiliates shall be permitted to transact official Association business at a bargaining unit member's request on school property, provided that the building principal is notified. This procedure shall not interfere with the normal classroom teaching except in the case of an emergency.

4.14 Communication to Employees

A representative of the Association shall have the right to address professional employees at all faculty meetings.

4.15 Communication to Board of Education

The President of the Association has the right to advise the Board of Education, through the Superintendent, with respect to such matters as educational policies or general financial matters prior to their adoption and/or general publication. The President of the Association will have the right to address the Board of Education at any regular Board meeting.

4.16 Board Policies

Board policies will be accessible on the District Website.

4.17 Board Minutes, Agenda, Addenda

A. On the last work day before the Board meeting, the Administration will provide an email to the President of the Association with a copy of the Board's agenda including minutes. Any public record of the Board shall be made available to the Association upon request to the Board or the Superintendent, consistent with Board policy and governing law.

B. During the school year, it shall be the practice of the Administration to e-mail copies of the Board's agenda, including Board-approved minutes and addenda, to the AEA building representative and officers within 24 hours of the Board meetings.

4.18 District Directory

The Board shall provide Association officers and building representatives the district directory via email.

**ARTICLE V
WORKING CONDITIONS**

5.01 Personnel File

The Board shall maintain no more than one official personnel files as explained below:

5.011 Central Office File

The Central Office shall maintain one file containing the following items:

1. Application for employment, including references
2. Transcript of college credits showing the official record of the degree granted (original or certified copy), and updated information
3. Record of local inservice participation (no grade or evaluation)
4. Payroll information (supplemental salaries, W-4 forms, deduction information, etc.)
5. Copy of the latest contract properly signed.
6. All material from the Principal's file, to be incorporated once annually at the end of the school year
7. Any other employment-related material required to be kept by law, Board policy or otherwise relevant to the operation of the district. (However, this shall not include any material that must be kept in a separate file under the law, such as certain medical information.)

5.012 Principal's File

The Principal of the building to which the bargaining unit member is assigned shall maintain only one file containing the following items:

1. Evaluation records
2. Commendations and/or discipline records
3. Any and all of the material as defined in 5.014(B)
4. Request for coverage, sick leave, professional leave and other like items
5. Any other employment-related information deemed relevant by the Principal

5.013 Right to Review

- A. Each member of the bargaining unit shall have the right, upon request, to review the contents of his/her own file

kept by the Principal and/or Central Office. A representative of the Association, at the member's request, may accompany the member in such review. On request of the member of the bargaining unit, the Administration shall give the member a copy of any record in his/her personnel file. The first copy shall be provided at no cost to the employee; the employee shall pay a per copy cost at the standard district rate for each copy page thereafter.

- B. A bargaining unit member and/or his/her representative(s) shall be provided a copy of any material, except for Request for coverage, Sick Leave and Professional Leave and other like items, before it is placed in the Principal's File as defined herein. The employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The employee's signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the employee. He/she shall also have the right to reply to such material in a written statement to be attached to the filed copy and may file a grievance, pursuant to the terms of the grievance procedure set forth herein, for the purpose of having the item corrected and/or disregarded.

5.014 Anonymous Material

Anonymous letters or materials shall not be placed in the member's file nor shall they be made a matter of record unless otherwise required by law.

5.015 File Material

Upon conclusion of each school year, the Principal shall deliver any and all material kept in his/her file to Central Office for incorporation into the official personnel file, i.e., the Central Office file. After five (5) school years in the Central Office file, the board shall not rely upon or consider any discipline record/action in rendering any job-related decision as to the specific employee except if the offense warranted a suspension.

5.02 Complaint Procedure

5.021 Written Complaint

When an oral complaint is made by a student(s) or the parent(s) of a student or any other member(s) of the public concerning a bargaining unit member (including time while performing supplemental duties), in order to be pursued, it shall be reduced to writing and signed by the person making the complaint. Likewise, a written complaint shall also be signed by the person making the complaint. A bargaining unit member shall be informed of any written complaint by his/her principal within three (3) working days, or as soon as possible in the event of a teacher or principal absence, or the complaint shall become null and void. There shall be no record of oral complaints except as provided herein. The member of the bargaining unit and the principal shall attempt to resolve the complaint. The bargaining unit member shall have the right to Association representation at any or all meetings which might be held subsequent to the initial notification of the complaint.

5.03 School Day

The school day for members of the bargaining unit shall not exceed seven and one-half (7½) hours of consecutive time which shall include a duty-free, uninterrupted lunch period of no less than thirty (30) minutes.

5.04 Planning/Conference Periods

No alteration in the number of assigned class periods or the length of the member of the bargaining unit conference/planning period will be made without the consent of the President of the Association and the faculty of the building concerned. Every attempt will be made to arrive at a uniform planning schedule with as many planning periods per week as possible for members of the bargaining unit on the elementary level. Planning time should occur during the school day while students are present unless dismissal time for students is changed to facilitate planning time without students being present.

5.05 Noontime Supervision

Effective immediately a committee will be established for Austintown Elementary and Austintown Intermediate buildings. Each committee will be composed of the AEA president and two designees, one Building Principal, and two classroom representatives from the BLT. With input from paraprofessionals, each committee shall develop a proposed plan for coverage of noontime supervision, which shall include classroom teachers.

In developing a noontime supervision plan, a rotation of no more than forty (40) days per year per classroom teacher * will be assigned, and the committee shall consider other teacher noontime responsibilities including but not limited to the following:

- Content Meetings/TBT
- Student Intervention
- Grade Level Meetings
- IEP/504/IAT Meetings

The plan shall go into effect during the 2013-2014 school year and shall be subject to review on a quarterly basis in the 2013-2014 school year.

The Superintendent will consider and approve a reasonable plan proposal by each committee, which shall be submitted to the Superintendent no later than April 30, 2013. If the Superintendent rejects the proposed plan, it will go back to the committee for further work and shall be re-submitted to the Superintendent no later than May 15, 2013.

If the Superintendent rejects the second plan, then the parties will proceed to expedited arbitration using the services of AAA by June 10, 2013. At the arbitration, the arbitrator shall choose between the plan submitted by the Committee and a plan submitted by the Superintendent and shall choose the plan that serves the best interest of the parties.

The Board and the Association shall split the full cost of the arbitration(s). If no plan is proposed to the Superintendent by April 30, 2013, the Superintendent shall have management rights to implement a supervision plan.

*Specialists (defined as Art, Music, Physical Education, and Computer/Technology) positions may still be assigned a duty and are exempt from this restriction.

5.06 Contract Year

A. The school year shall consist of 184 days scheduled between and including August 25th and June 15th as follows: 178 pupil contact days, one (1) NEOEA Day, one (1) record day, two (2) inservice/professional days, and two (2) parent-teacher conference days. Additional days as agreed to by the Association shall be compensated at the employee's per diem rate. Makeup of a calamity day(s) may extend the contract year only after consultation with the Association and opportunity to develop alternative plans.

- B. Teachers shall have the option to attend the NEOEA Day program, attend a locally sponsored inservice program, or to remain in his/her respective building to utilize the day as a planning/records day.

5.07 School Calendar

The Superintendent shall request the advice of the President of the Association regarding the wishes of the members of the bargaining unit with respect to the school calendar. Such advice from the President of the Association shall be a serious factor in the final calendar adoption.

5.08 Bargaining Unit Workrooms

The Board shall provide appropriate member workroom-lounge areas in each building, exclusive of the classroom.

5.09 Private Telephones

- A. One private telephone for approximately each 30 staff members shall be made available for members of the bargaining unit in each building. Each building shall have a minimum of one such telephone.
- B. These private telephones are to be used for school business, Association business, or personal local calls.
- C. Long distance calls can be made concerning official school business after submitting a long distance call form. Any personal long distance calls may be made at the caller's expense.

5.10 Classroom Budget Allowances

- A. Members of the bargaining unit shall have the opportunity for input when the annual building and/or appropriate department consumable supply order is submitted by the principal. No reasonable request shall be denied without a valid reason given. Each member of the bargaining unit may requisition miscellaneous consumable supplies for his/her classroom from the appropriate account.
- B. Each bargaining unit member in grade K-6 shall have the opportunity to purchase classroom materials by September 30 annually up to \$60 per bargaining unit member. Catalogues shall be made available so that requisitions can be submitted in the Spring of each year.

5.11 Academic Freedom

Academic freedom is essential to the fulfillment of the purposes of the Austintown School System. Employees will be protected from censorship or restraint which unreasonably interferes with their obligation to expose students to controversial issues and to help students express their own views on such issues provided that an employee notifies their building administrator in advance, when possible, of exposing students to such issues or otherwise discussing such issues with students.

The employee's responsibility should be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility an employee should be well informed in the areas being studied. It is recognized that any employee has the right to have his or her own point of view and to express that view, but the employee also has the responsibility to tell students that the statement is his or her view.

5.12 Curriculum Change Procedures

The Association and the Board shall appoint a committee to review and implement a new Curriculum Change Procedure. The Association and the Board shall independently appoint their respective members of the committee as follows: one from each level of elementary, middle school, and high school. The AEA President and the Director of Instruction shall also serve on the committee. A consensus of the committee shall be required to implement the new Curriculum Change Procedure.

5.121 Awareness Phase:

- A. Call for interested members of the bargaining unit participants issued by district administrator(s).
- B. Administrator coordinates presentation of proposal to interested member participants.
- C. Interested members of the bargaining unit indicate to the administration whether or not he/she wishes to participate in the proposed project.
- D. Participants selected by an administrator to engage in this pilot phase.

5.122 Preparation Phase:

- A. Identification of project coordinator.
- B. Member of the bargaining unit inservice training.
- C. Ordering of materials, etc.

- D. Drop-out option to each member participant.

5.123 Evaluation Phase:

- A. Examination of available summative and formative data regarding expected change in student behavior and/or member of the bargaining unit behavior.
- B. Direct retrieval and analysis of member and administrator options regarding pilot project by Director of Instruction.
- C. Recommendations regarding project change and/or modification.

5.124 Pilot Validation or Rejection Phase

- A. Member of the bargaining unit and administrator project participants recommend whether or not the evaluation data substantiates the need for continuation/expansion of the project or rejection of the project.

5.125 Expansion Phase (may occur over a period of years)

- A. Awareness phase (same as above)
- B. Preparation phase (same as above)
- C. Implementation phase (modification of pilot phase)
- D. Evaluation phase (same as above)
- E. Drop-out option open to each member participant (mandated participation shall occur only through the action of the Board of Education and/or Ohio Minimum Standards requirements).

5.13 Textbook Adoption Procedures

Bargaining unit members who participate in the Textbook Adoption Committee shall be provided released time for work performed during the workday.

5.131 Establish representative district-wide committee.

- A. Committee composition: volunteer participants called for by each adopting building principal made up of one member of the bargaining unit per adopting grade level with each adopting building represented.
- B. Committee functions: (1) evaluate county textbook series selections; (2) recommend two textbooks/textbook series by simple majority vote of all

district-wide teacher committee members; (3) design and distribute district-wide ballots.

5.132 Circulation of both textbook series throughout each adopting building.

A. Building textbook circulation by the district-wide textbook committee member representing the adopting building.

5.133 Textbook hearing presented by publisher representatives

A. Schedule: (1) determined by district-wide adoption committee; (2) one, one-hour session scheduled for each publisher.

B. Member of the bargaining unit participation - voluntary.

5.134 Vote by all adopting members of the bargaining unit.

A. Voting Procedure: (1) coordinated in each adopting building by district-wide building committee member; (2) votes for each adopting building are tallied by the district-wide building committee member and building principal; (3) voting results of adopting building are pooled and tallied by district-wide textbook adoption committee; (4) separation of building level voting will be determined by majority vote of all district-wide teacher committee members.

B. Voting schedule for all adopting teachers: (1) a single voting date established by the district-wide textbook adoption committee; (2) voting to occur in each adopting building within two weeks after last textbook hearing.

C. Purpose of voting: to determine by a simple majority which of the two textbooks/textbook series selected by the district-wide adoption committee will be recommended for purchase.

5.14 Class Size

The Board and Association recognize that the teacher-pupil ratio is an important aspect of an effective educational program. The Board shall continue to strive to maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space and funding available. The Board and the Association agree that the following standards are desirable:

A. Elementary classes:
K-2nd grade: 23 students

3-6 grade: 25 students

- B. Combined total in teacher's regular classes in middle and secondary schools (based on five-day week): 125 students for five classes per day and 150 students for six classes per day.
- C. Every effort will be made by the Board to maintain class enrollments according to the available number of pupil stations in grades 7-12 for art, industrial tech, skills for life, and/or Family and Consumer Science.
- D. In certain activity type classes such as physical education and music, the above standards do not apply.

5.141 Inclusion/Student Placement

5.1411 Each student with an individualized education plan (IEP) assigned to a regular classroom shall be equitably assigned to classrooms at each grade and/or subject level based upon the RTI and co-teaching model.

The parties will follow the guidelines below when scheduling students with an IEP:

- A. Kindergarten
After district screening results have been scored, classrooms shall be formulated by the Kindergarten teachers and building administrator.
- B. Grade levels 1-5
A Placement Committee composed of the building principal, intervention specialist, and classroom teacher(s), to be determined on a building-specific basis, will meet to assess proper placement of grade 1-5 students with special needs based upon the RTI and co-teaching model, as well as overall student population needs.
- C. Grade levels 6-8
Special education students shall be hand-placed into classrooms by the building administrator after consulting with intervention specialist, lead teacher and one representative from each house.
- D. Grade levels 9-12
Special education students shall be hand-placed into classrooms by the building administrator after

consulting with Department Chair, intervention specialist and general education teacher(s) as needed.

5.1412

- A. Consistent with the law, intervention specialists will distribute IEP's and/or IEP summaries to teachers prior to the beginning of the school year.
- B. Consistent with the law, building administrators will communicate to the individually-affected staff members a tentative roster of currently enrolled special education students prior to the end of the school year. Rosters shall be updated and kept current with addition of a new student.
- C. Classroom teachers who have assigned to their class a student who has been identified as eligible for services under the Individuals with Disabilities Act (IDEA) for that specific subject area may provide input into the development of the student's IEP. Consistent with the law, regular education teachers shall receive a copy of the IEP.
- D. A teacher may request a case conference to review a student's needs/services.
- E. If a student with an IEP registers after the beginning of the school year, the student shall be placed according to the mandates of the IEP.

5.1413 Staff Training

The Board will cooperate with the teachers in accessing training, inservice programs, materials, and professional assistance to enable the teacher to implement the student's IEP.

If said training takes place during the regular workday, the teachers involved will be released from their regular duties without loss of pay.

- 5.1414** Teachers shall not be required to perform ongoing medical procedures with the exception of emergency first aid nor be required to perform custodial care (i.e., diapering, toileting, lifting).

5.15 Teacher Preparation

The Board shall make every attempt to limit to two (2) the number of course preparations required of teachers in grades 7-12, but in no case shall it exceed three (3) preparations unless teachers voluntarily agree for exceptional situations. Within each department, the Board shall strive to maintain teacher schedules that shall be equitable in teaching load, administrative assignments and course content (e.g., advanced courses, labs, academic v. non-academic classes). Teachers/department chairs shall have the opportunity to provide input into the development of schedules and such input shall be given every consideration.

5.16 High School Sixth Class Assignment

The Board may assign high school teachers a sixth (6th) teaching assignment without additional compensation. This section shall supersede any other section of this agreement that otherwise conflicts, directly or indirectly, with the Board's right to assign six classes. (For the purposes of counting assignments, a duty shall count as a class.) In connection with the assignment of six classes, when possible, the Board shall strive to maintain a fair and equitable rotation of individual teachers teaching five or six assignments on a year-to-year basis.

5.17 Prohibition on Use of Tobacco

Employees shall comply with Board Policy GBK. Specifically, no staff member is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours in any building, facility or vehicle owned, leased, rented or chartered by the District or on school grounds, athletic facilities or parking lots. No staff member is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours, at any school-sponsored event off campus.

5.18 Money Collection

A member of the bargaining unit shall not be requested or required to collect or make an accounting of lunch money.

5.19 Duplicating Equipment

All members of the bargaining unit shall have individual access to duplicating/copying equipment in their respective buildings when unexpected needs occur.

5.20 Scheduling Special Classes

When assignments of special teachers for music, art, and/or physical education are arranged, every reasonable attempt shall be made so that no regular elementary class is scheduled for two (2) special classes on the same day. Reasonable attempts shall also be made to rotate the schedule (a.m./p.m.) annually.

5.201 Procedures for Scheduling Special Classes

There shall be a meeting with the Elementary Principals, Director of Instruction, and Specialists prior to the school year to prepare specialists schedules.

- A. There shall be a follow up meeting if needed prior to the start of school and no later than the first day of school. The Principal and Specialists shall then finalize the schedule.

5.21 Floating Employees

5.211 Eliminate need

The Board shall strive to eliminate the need for employees to serve in more than one building.

5.212 Storage/Working Area

If an employee is required to float between buildings, the Board shall provide a secured and adequate storage area where s/he may store materials safely in each building.

If an employee is required to float between rooms of a building, the Board shall provide a secured and adequate storage and working area for said employee.

5.213 Minimum Travel Time

An employee assigned to more than one building during the same workday shall be entitled to travel time from the end of the last assignment in one building until the beginning of the assignment in the next building. The minimum travel time allowed is as follows:

- less than one (1) mile = fifteen (15) minutes
- one (1) mile or more = thirty (30) minutes

**ARTICLE VI
FRINGE BENEFITS**

6.01 The Board of Education will fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

- 6.02** Employees shall pay 10% of the medical premium. Effective March 1, 2013, in the event the Board receives a “premium holiday” for the cost of medical/prescription coverage for a month, the employee shall also receive a “premium holiday” from his/her cost of the premium sharing for that month.
- 6.03** Spousal Coverage. Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.
- 6.04** Same Sex Marriage: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.
- 6.05** The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.
- 6.06** If agreement is reached by the Stark County COG and the Stark County OEA Office on common specifications, not already contained in this contract, for the COG member districts, such specifications will become amendments in this contract upon agreement of the Association President and the Superintendent.
- 6.07 Section 125 – Tax Shelter**
Tax sheltering of the individual’s contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided.
- All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.
- 6.08 Medical Information**
Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his/her designee and the appropriate OEA

Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

6.09 Employees Less Than Full Time

Employees employed prior to July 1, 2006, under contract working half days or more and who have health insurance, shall be eligible for all insurances. Employees employed after July 1, 2006, must be under contract for at least thirty (30) hours per week to be eligible for insurance.

6.10 Employees may not be paid cash in lieu of insurance benefits.

6.11 Dependent Definition

Unmarried dependent children from birth to age 26 (to age 19 if full-time student for purposes of dental coverage), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines. Other coverage opportunities will be provided in accordance with applicable law (e.g. additional premium for ages 26 and 27).

6.12 Preferred Provider – Doctors/Hospitals

- A. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
- B. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
- C. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.
- D. The duration of this provision shall be from July 1, 2006, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3 herein.

6.13 Traditional Plan

<u>Specifications:</u>	<u>Network</u>
Maximum Benefits	Unlimited
Deductibles	\$100/\$200
Accumulation Period	Calendar Year
Co-Insurance Provision	80%

80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-Patient Psychiatric/Substance Abuse: 80%, UCR up to 15 visits (30 visits if in Network PPO) per person, per year

In-Patient Psychiatric: 31 days per person, per year Substance Abuse

Preventative: Routine pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Pre-Admission Certification: Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

6.14 Dental Insurance

The full cost shall be paid by the Board:

Plan Description (summary only):

- A. Maximum Benefits/covered person
Class I, II, or III \$2,500 per year
- B. Deductible – Individual \$25 per year
- C. Deductible – Family \$75 per year

D. Co-Insurance Amounts:

Class I – Preventative	100% of Usual & Customary (No Deductible)
Class II – Basic	80% of Usual & Customary
Class III – Major	80% of Usual & Customary
Class IV – Orthodontia	60% of Usual & Customary

Lifetime maximum for Orthodontia - \$1,200 per individual

6.15 Prescription Drug – Preferred Provider

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- A. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
- B. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
- C. The deductible will be waived.
- D. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
- E. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- F. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

6.16 Board-Provided Coverage for Term Life and Accidental Death and Dismemberment Insurance

The Board shall purchase group term life insurance in the face value amount of fifty thousand dollars (\$50,000) plus an equal amount of accidental death and dismemberment coverage for each full time member of the Employee Unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board.

Purchase of Additional Coverage

Bargaining unit members may purchase additional life insurance at the group rate in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

ARTICLE VII PAID LEAVES OF ABSENCE

7.01 Telephoning In to Report Off

A bargaining unit member who must be absent will follow District electronic reporting procedures and will make every effort to notify the District of any absence with as much advance notice as possible but no later than 6:00 a.m. on the day of absence. In the case of an extended illness, a member of the bargaining unit may report off for a given number of days or an unspecified time. In this case the member shall provide notice of his/her intent to return the next school day.

7.02 Sick Leave

7.021 Annual Allowance: Except for regular, part-time employees, employees shall be entitled to a minimum of fifteen (15) days sick leave with pay for each year under contract, credited at the rate of one and one-fourth (1-1/4) days per month. Regular, part-time employees will earn sick time at a rate of 4.6 hours for 80 hours worked. Effective with the 2015-2016 contract year, all employees' sick days shall be converted to an equivalent number of hours, which shall become the method of accounting for sick leave accumulation and use. This language supersedes any conflicting or contrary language elsewhere in the Agreement.

7.022 Entitlement to Leave: An employee may use sick leave upon the approval of the Superintendent or designee for absences due to illness, injury, exposure to contagious disease, pregnancy, and to illness or death in the employee's immediate family. Immediate family shall include spouse, child, stepchild, father, mother, grandparents, brother, sister, or the same family members by reason of marriage, or any member of the household who has stood in the same family relationship with the employee as any of these. Any such sick leave used in the case of any employee's immediate family or any other reason consistent with Ohio Revised

Code shall be charged against the annual amount of sick leave as designated in Section 7.021.

7.023 Sick Leave Advancement: A new member of the bargaining unit with no accumulated sick leave shall be advanced the equivalent in hours of five (5) days sick leave as needed without loss of pay. A current employee who has exhausted all sick leave shall be advanced the equivalent in hours of five (5) days without loss of pay. This advance of sick leave days shall be charged against any subsequently accumulated sick leave. If the member of the bargaining unit fails to return to work to repay the advanced days, the amount advanced shall be deducted from any severance or salary due the employee.

7.024 Transfer Credit: Any sick leave earned and/or unused in prior employment with another public school district or other public agency, shall, upon presentation of evidence stating the number of sick leave days earned and unused from such employer, be transferred to the employee's account at the time of employment in the manner prescribed by state law.

7.025 Accumulation: The maximum number of sick leave days to be accumulated shall be 276 (as computed in the equivalent of hours).

7.026 Unofficial Leaves: Insurance benefits shall discontinue for an employee who has exhausted his/her sick leave and has not officially applied for a Board-approved leave of absence within 14 calendar days of the exhaustion of sick leave. An employee, who qualifies under Article 8.02, Family and Medical Leave, shall follow the provisions therein before insurance benefits are discontinued.

7.03 Personal Leave

7.031 Non-Restricted: Each bargaining unit member shall be granted three (3) paid, non-cumulative days of personal leave each school year. Such leave may be taken for no identified reason and with no restrictions. Not more than 10% of the employees in the bargaining unit in a building (minimum of two) may take such leave on any one day and, whenever possible, arrangements will be made forty-eight (48) hours in advance.

7.032 Non-Use Incentive: Each bargaining unit member shall have the right to convert any unused non-restricted leave to sick leave at the end of each school year.

7.04 Assault Leave

7.041 Reporting of Assault

Teachers shall report immediately, to their principal or acting principal, all cases of assault suffered by them in connection with employment.

7.042 Entitlement to Assault Leave

Whenever a teacher is absent from school as a result of personal injury, excluding mental anguish, caused by an assault arising out of and/or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. The employee shall forward to the Treasurer's office within 30 days of receipt any compensation paid as a result of said assault by Workers Compensation. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties.

7.05 Worker's Compensation

All employees covered under this Contract are protected under the Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment. The employee shall have the option to use sick leave or assault leave, but once the initial choice is made, the employee cannot later change his/her decision. The Treasurer's Office shall provide options available to an employee upon request.

7.06 Inclement Weather

7.061 Calamity Days: If more than 37.5 calamity hours (to be measured in full-day increments of 7.5 hours) are necessary during the school year, any hours beyond 37.5 may be made up following consultation with the Union President. Make-up hours will not be considered to be in addition to the 184 work days. (Note: Two-hour delays do not count toward the 37.5 hours.)

7.07 Jury Duty and Court Leave

A. Professional employees shall be granted jury duty leave during normal working hours provided that they are served with a lawfully issued summons for such duty. There shall be no financial penalty attached to such service in any way. Such days shall not be deducted from any other leave days.

- B. Professional employees shall be granted court leave during normal working hours provided they are served with a lawfully issued subpoena. When a member of the bargaining unit is subpoenaed to serve as a witness in a court action involving the Board of Education, or arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). For court proceedings unrelated to the member's employment, the member may take a personal day to cover the absence. In the event that the member has used all of his/her personal days for the year, the Board will advance one (1) personal day to the member from the following year's personal leave allotment. Any additional days of absence required by the subpoena shall be treated as unpaid days. If the member does not return to employment with the District for the following year, the value of the advanced personal day will be deducted from the member's final pay.

7.08 Sabbatical Leave

- 7.081 Eligibility:** The Board shall provide a sabbatical leave without loss of benefits for not more than five percent (5%) of the bargaining unit. Sabbatical leave for professional study shall be granted to a member of the bargaining unit who has completed seven (7) years of service in the school system and who holds a continuing contract.
- 7.082 Terms of Leave:** A sabbatical leave may be granted for one (1) semester or one (1) full year. Sabbatical leave may not be granted to an individual more than once every seven (7) years.
- 7.083 Terms of Salary:** A member on sabbatical leave shall receive the difference between the pay listed on the two (2) year experience line, which is line three (3) on the Bachelor's scale, and the member's regular salary.
- 7.084 Rights While on Leave:** All fringe benefits described in Article VI shall continue at the negotiated percentage cost to the Board.
- 7.085 Rights Upon Return:** A bargaining unit member shall be restored to his/her former position or to a position of like nature and status. All accrued rights of seniority, retirement, leave with pay, salary increments and other benefits provided by this Contract or by law shall be preserved and available to the member of the bargaining unit after the termination of the sabbatical leave. Sabbatical leave shall constitute a year of

experience for seniority purposes and placement on the Salary Schedule.

7.086 Application for Leave: A member of the bargaining unit shall be granted a sabbatical leave upon submission of a written plan of professional study to the Superintendent and upon approval by the LPDC, which shall establish and follow expedited timelines. Submission of the plan must be prior to March 7 preceding the school term within which the leave is desired; LPDC approval of the plan must be prior to May 15 of that same year. This plan of professional study shall include statements of professional objectives and methods whereby those objectives may be achieved. If extenuating circumstances delay the completion of the plan of professional study, the LPDC may approve an extension of the deadline for no more than one calendar year. Failure to complete or engage in the plan of professional study may convert the sabbatical to an unpaid leave with the bargaining unit member required to repay any monies received during the sabbatical leave period.

7.087 Notice of Return: A bargaining unit member shall notify the Superintendent in writing by March 1 of the sabbatical year of his/her desire to return.

7.09 Professional Leave

- A. Bargaining unit members are encouraged to attend conferences or workshops or make visitations that contribute to the educational program and their professional growth. The Superintendent may authorize members to attend such functions without loss of pay.

- B. The Board shall appropriate a minimum of \$10,000 for this purpose and the Superintendent or designee shall approve reasonable requests that advance the purpose of professional leave. A minimum of \$2,000 per grade period shall be designated for use by bargaining unit members only for professional growth opportunities. Professional growth opportunities required by or for the school district in the course of employment shall not be charged to these amounts. Requests from these non-discretionary amounts shall be approved on a first-come first-serve basis until the respective fund is depleted. In order to allow for optimal utilization of funds throughout the bargaining unit, a bargaining unit member may not be funded for more than \$350 per year. Those members funded for the maximum amount of \$350 may not apply for these funds for the same or a similar professional growth opportunity for a consecutive year. Applications for the use of

funds will not be accepted more than 80 calendar days before the conference is to be held. No more than 2 bargaining unit members will receive funding to attend the same conference without prior approval. Any funds not utilized in the first nine weeks shall be carried over into the next nine weeks and so forth. If more requests beyond the non-discretionary amounts are made (i.e. \$2,000 per grade period)) more selected criteria, established by the administration, shall be used so as to approve those requests that would most benefit the educational program of the Austintown Schools. The Association President shall be provided a copy of the criteria prior to its implementation.

- C. Each member requesting professional leave must complete in triplicate the request form contained in the Appendix to this Contract and available from the building principal. The request shall be sent to the Superintendent's office at least two weeks prior to the scheduled activity. Upon disposition of such request, one copy shall be returned to the applicant with approval or reason for denial. A list of approvals shall be made available to the Board and/or the President of the Association upon request.
- D. The applicant shall also complete in duplicate the anticipated expense report contained in the Appendix to this Contract and available from the building principal. All necessary receipts justifying reimbursement must be attached. Mileage reimbursement shall be at the current IRS rate to a maximum of 600 miles; hotel room maximum of \$50 per day; meals maximum of \$45 per day. Registration fees shall be approved.

7.10 Other Paid Leaves

Any other requests for a paid leave of absence not covered in this section shall be subject to the approval of the Superintendent and the Board of Education.

7.11 Rights Upon Return to Duty

When a member of the bargaining unit returns from a paid leave of absence, he/she shall return to his/her former position. All accrued rights of seniority, retirement, salary increments, and other benefits provided by this Contract or by law shall be preserved and available to the bargaining unit member.

7.12 Leaves and Supplemental Positions

When a bargaining unit member is on leave status, whether paid or unpaid, for the bargaining unit member's regular position, s/he will also be required to forfeit any supplemental position for the same time period, with any pay pro rated for duties performed prior to the leave.

ARTICLE VIII UNPAID LEAVES OF ABSENCE

8.01 Parental Leave

A member of the bargaining unit who is pregnant or becomes a parent through birth or adoption and who is requesting a parental leave shall apply for and be granted a parental leave of absence. The leave shall be for part or all of the semester, the remainder of the school year, or the entire school year, at the option of the employee. The number of days shall be defined as a maximum of 368 work days or contract days as listed in 5.06. Upon application the employee shall state tentative plans for return to work. Upon request of the bargaining unit member by March 1, parental leave shall be extended for an additional year. If another child is born or adopted while a member of the bargaining unit is on parental leave, additional leaves shall be granted at the option of the employee, and these leaves shall not overlap. The parental leave may continue at the employee's option in the event of the death of a child while on leave. The Board shall uphold all federal laws in excess of this provision.

8.012 Right to Return: The member of the bargaining unit on parental leave must notify the Superintendent, in writing, by March 1 of his/her intent to return or not to return to his/her position for the coming school year. Under any other circumstances the member of the bargaining unit must give a minimum of 30 days notification to the Superintendent prior to returning to work.

8.02 Family and Medical Leave

A bargaining unit member shall have the right to apply for and be granted Family and Medical Leave in accordance with the law. An employee shall be entitled to leave for immediate family as defined in Sick Leave, Article 7.022. An employee may elect to use any available paid leave for any part of the period of leave including sick leave, personal leave, etc. The Board shall continue the employee in any health insurances at the negotiated percentage cost to the Board. A bargaining unit member shall continue to accrue seniority credit while on Family and Medical Leave, provided the employee is able to accrue 120 days of service credit during that school year.

8.03 Military Leave

Military leave shall be granted to any member of the bargaining unit who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, the employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system

during the period of absence up to a maximum of five (5) years. The member shall continue to accrue seniority rights.

8.04 Leave of Absence for Illness/Disability

Upon submission of documentation of personal illness or disability, the Board of Education shall grant a leave of absence for personal illness or disability of up to two (2) consecutive school years. Such leave shall be without pay and may be at the employee's request for either; (a) part, or all of a semester, (b) the remainder of the school year, (c) either one or two school years.

8.05 Professional Study Leave

A member of the bargaining unit who has completed at least three (3) continuous years of service, may be granted, upon request, a leave of one (1) school year or one (1) semester if the administration determines that a satisfactory replacement can be found. Such leave shall be without pay or increment for full-time professional study, other than those covered under Sabbatical Leave of Absence.

The teacher on leave must notify the Superintendent, in writing, of his/her intention to return or not by March 1 of any given year.

8.06 Other Unpaid Leaves

Any other request for unpaid leave of absence not covered in this section shall be subject to the approval of the Superintendent and the Board of Education.

8.07 Rights While on Leave

A bargaining unit member may continue any or all of the insurance benefits provided bargaining unit members by the Board at his/her expense, except as otherwise provided, in accordance with COBRA.

8.08 Reinstatement Rights

Time spent on any unpaid leave shall not be credited for service time for salary index, seniority purposes, or RIF purposes, except as modified herein, but bargaining unit members shall retain all seniority accumulated prior to the leave. Persons taking such leaves are assured reinstatement only if years of service/seniority for which they were credited prior to the leave warrant reinstatement as provided in the Master Agreement.

**ARTICLE IX
COMPENSATION AND PAYROLL PRACTICES**

9.01 Base Salary

The base salary for the 2015-16 academic years for a person with a Bachelor's Degree and no experience shall be \$31,217.

9.02 Salary Schedule Structure

The salary schedule for each year of the contract shall be computed based on the indexed salary schedule contained herein.

9.03 Longevity

Longevity calculations shall be 7.0% of the base salary added to the top step in each of the three longevity increments.

9.04 Salary Schedule Advancement for Professional Growth

9.041 Certification/Licensure Requirement

No professional growth credit shall be permitted to any member of the bargaining unit until he/she holds an RE or professional certificate/license set forth by the Ohio Revised Code and/or the Ohio Department of Education.

9.042 Masters Degree and Beyond/Column Movement

When a member of the bargaining unit desires to move laterally on the salary schedule, additional hours (equivalents of semester hours) for professional growth must satisfactorily meet the following tests:

- a. Hours must be completed through an accredited graduate school.
- b. Hours must be earned in the general field of education or fall within the range of the instructor's immediate teaching field.
- c. Hours must be graduate level designated courses.
- d. Hours must have received prior approval by the LPDC in writing.
- e. Hours must meet any additional requirements established by the LPDC.

9.0421 Lateral Advancement for Salary Schedule

When a member of the bargaining unit desires to move laterally on the salary scale, s/he must file a "Request for Change of Salary Category Notice" in the Superintendent's office by June 1st. Transcripts must be on file in the Superintendent's office no later than September 15th of the same calendar year. Failure to do so will result with staff members not being advanced on the salary schedule until the following year.

9.043 Per Hour Payment Grandfather Clause

Professional growth compensation of twenty dollars (\$20.00) per hour for professional growth earned between steps on the salary schedule will be eliminated.

The only lateral movement in the salary schedule will occur as a full bracket is completed, as in the B to B+15.

9.044 Masters +45 to Doctorate Conversion Grandfather Clause

Effective January 1, 1977 and thereafter, a person who wishes to qualify for the current column entitled "Master Plus 45" will have to earn a Doctor of Philosophy or a Doctor of Education in order to qualify. Persons who have hours between M+30 and the M+45, as it now exists, will have such permanently frozen and will continue to be compensated at twenty dollars (\$20.00) per hour. Persons on the M+45 will be retained in that column. No additional persons may move to the MA+45 column, which will be renamed the "Doctorate" step, until they actually earn such a degree.

9.045 Inservice Units of Credit for Professional Growth

9.0451 Definition of Unit

One (1) unit of inservice credit is defined as a ten (10) hour sequential inservice program coordinated by an administrator of the Austintown Local Schools or a teacher of the Austintown Schools approved by the Director of Instruction and/or the Superintendent of Schools. The time requirements indicated must be met outside the individual's regularly assigned working hours and not during released time.

9.0452 Conditions of Inservice

- A. Inservice programs providing units of credit must be approved by the Board of Education.
- B. Inservice programs providing units of credit must be coordinated by an Austintown school administrator or a teacher approved by the Director of Instruction and/or the Superintendent of Schools.
- C. The number of bargaining unit member participants in an inservice program providing units of credit may be limited by the coordinator of the program.
- D. Any member of the professional staff who coordinates, directs, or teaches any type of inservice at the request of the administration and/or Board of Education shall be paid at the rate of 1-1/2 times the negotiated hourly rate unless said member elects to receive inservice credit. Such payment would be made for persons who were serving in this capacity at times other than normal teaching times and would only be for the period of time at which classroom instruction was occurring. Health services such as CPR and Red Cross are excluded.
- E. No person, participant or coordinator, shall be granted such inservice credit more than once for any given course.
- F. Any inservice program a professional staff member is required by his/her employer to attend shall be held during his/her regular contract hours. It is understood that building staff meetings as required by the principal shall be excluded by this policy.

9.05 Supplemental Salaries

9.051 Bargaining Unit Preference

A supplemental contract may be granted to a person not of the bargaining unit if no qualified member of the bargaining unit applies for said contract.

9.052 Written Supplemental Contracts

All bargaining unit members performing supplemental duties shall be given a written contract specifying assignment, salary and length of contract.

9.053 Supplemental Longevity Payments

Extracurricular (athletic and non-athletic) supplemental contract holders shall receive a 1% of the base increase in their supplemental contracts at the end of the fifth (5th) year of consecutive performance of that particular activity. In addition, these same bargaining unit members whose original contract was greater than 5% shall receive a second 2% of the base increase in their supplemental contracts at the end of the ninth (9th) year of consecutive performance of that particular activity. These same bargaining unit members whose original contract was greater than 5% shall receive a 2% of the base increase in their supplemental contracts at the end of the twelfth (12th) year of consecutive performance of that particular activity. All members of the bargaining unit shall be given credit for continuous service previous to the effective date of this contract. Supplemental contracts for the positions which provide for Released Time and/or Extended Service shall be excluded from these increments.

9.054 New Supplemental Positions

The Board may add new supplemental positions only through negotiations with the Association.

9.055 Supplemental Salary Schedule(s)

The District supplemental salary schedules are attached.

9.056 Released Time & Extended Service

Extended service days –

1. H.S. Guidance – 6 days extended summer service.
2. Director of Guidance – 16 days extended summer service.
3. Distributive education teacher, Occupational Work Experience teacher(s), - 10 days
4. M.S. Guidance – 3 days extended summer service.

5. Instructional Coach #4 – 5 days extended summer service at \$18.10 per hour and 7.5 hours per day.

9.0561 Clarification of Released Time and Extended Service

Definitions:

1. A per diem (daily) rate is calculated by dividing a teacher's base salary (based on year's experience and degree) by 184 days (Article 5.06 Contract Year).
2. A new salary schedule for bargaining unit members will begin with the first day of a new school year- generally teacher in-service day in August.
3. For payroll calculation purposes, a school year begins with the teacher in-service day generally held in August prior to the first student day.

All bargaining unit members with approved extended service shall turn in time sheets for all time worked. This presently includes but is not limited to High School Guidance Counselors, Director of Guidance, Middle School Guidance Counselors and Vocational Teachers.

The compensation will be based on that bargaining unit member's calculated per diem rate for the days worked.

An extended service year will begin with the first day of the new school year and end with the last day of August preceding the first day of the next school year. This does not apply to Department Chairpersons or released time.

9.057 Supplemental Salary Payments

The payment schedule for the following supplemental contracts will be made as follows:

<u>Fall</u>	<u>Payment Schedule</u>
Cross Country (B&G)	September
Football (B)	October
Golf (B&G)	November
Soccer (B&G)	December
Tennis (G)	
Volleyball (G)	

<u>Winter</u>	
Basketball (B&G)	December
Gymnastics (G)	January
Wrestling (B)	February
March	

<u>Spring</u>	
Baseball (B)	March
Softball (G)	April
Tennis (B)	May
Track (B&G)	June

All other supplemental contracts will be paid over the course of the contract year.

9.06 Severance Pay

At the time of retirement/disability from active service under the State Teachers Retirement Law and with ten (10) or more years of service in Ohio, a bargaining unit member shall be paid for the value of his/her accrued unused sick leave credit. Such payment shall be an amount determined by multiplying twenty-five percent (25%) of the number of sick leave days accrued, not to exceed 42 days (i.e., 1/4 of 168 days), by the employee's per diem rate exclusive of supplementals, calculated at the time of retirement. In addition, the employee shall be paid ten percent (10%) of the unused sick days greater than 168.

<u>Number of Service Years</u>	<u>Per Diem Rate</u>	<u>Formula</u>
0-9.99 Years	No Severance Pay	—
10 Years or More	100% of Final Daily Rate	0-168 Days = 25% >168 days = 10%

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. Severance pay will be paid within thirty (30) days of presentation to the Treasurer of the Board of Education a copy of the individual's retirement check from the State Teacher's Retirement System. Effective July 1, 2005, all severance pay will be paid into a Board-approved section 403(b) special pay plan account.

9.07 Hourly Rate

The hourly rate for bargaining unit members providing tutoring, summer school, coverage of classes in lieu of a substitute teacher, and other services requiring certification/licensure. The hourly rate shall be \$18.10 for 2015-16.

9.071 Class Coverage

1. If a teacher's students are not present (i.e. field trip, proficiency testing, camp, etc.) the teacher can be asked to cover another class in lieu of a substitute without compensation. If this teacher is deprived of a planning period, they will be compensated at the hourly rate.
2. When a staff member requires coverage and payment for that coverage is requested, one of the following forms must be submitted: Personal, Professional or Sick. Increments of leaves can be no less than 1/4 of a day.
3. Payment for coverages will be calculated according to the following chart:

<u>Time Duration of Coverage</u>	<u>Compensation Rate</u>
Less than 10 minutes	No record kept, no credit
Over 10 minutes but less than 1/2 hour	Principal documents and submits when 1/2 hour of total time
31 to 44 minutes	Compensate 1/2 hour
45 to 74 minutes	1 hour credit

9.0712 Method for Providing Coverage

1. All teachers are listed by conference period.
2. All eligible substitute teachers are utilized first.
3. Teachers are selected for substitution in alphabetical to reverse order every other year.

9.08 Substitute Teachers

Every effort will be made to obtain qualified substitute teachers in the field of study in which they are substituting in grades K-12. Only in very rare circumstances, when no properly certified or elementary certificated substitute can be obtained, shall elementary or middle school special classes such as art, music, and physical education be canceled.

9.09 Car Allowance

Each bargaining unit member who is assigned to teach in more than one building in one workday will be paid mileage for required travel. The rate for mileage reimbursement shall be the prevailing IRS rate. Payment shall be made not less than twice per year at the end of each semester.

9.10 Outdoor Educational Program

Each bargaining unit member in the intermediate school shall have the opportunity to volunteer for the Camp Fitch experience. Volunteers shall be selected from a rotating schedule with fifth grade bargaining unit members receiving priority consideration. Bargaining unit members selected to accompany the students for the Camp Fitch experience shall receive a stipend of one hundred dollars (\$100).

9.11 Pay Periods

Bargaining unit members shall be paid in twenty-six (26) equal installments with pay days normally falling on alternate Fridays. Prior to each contract year, the Board of Education through its Treasurer, will establish and publish pay periods for the academic year. Due to the nature of the twenty-six pay plan and the mathematics of twenty-six pays not being equally divisible into 365 days, periodic adjustment of pay periods every three or four years will be required. Such adjustments will be arranged in conference with the President of the Association.

9.12 Payroll Deductions

Payroll deductions shall be of equal amount unless otherwise specified. All deductions shall be made without cost (service charge to the employee or Association).

9.121 Authorized Deductions

Payroll deductions shall be those mandated by federal, state or local laws plus those authorized by the teacher as follows:

1. STRS pick-up paid through salary reduction/salary restatement method
2. Professional dues or service fees as provided in this Contract
3. Credit Union
4. Tax sheltered annuities
5. United Appeal
6. Fund for Children and Public Education (FCPE)
7. Insurance premiums
8. Previous service credit for STRS

9.122 Professional Dues/Fees

The Board Treasurer shall transmit to the Association within two (2) days of each staff payday the professional dues and service fee deductions along with a list of names and the amounts deducted. Dues deductions shall be made in 16 equal and consecutive deductions beginning with the second pay in October of each school year. Service fee deduction shall be made in 10 equal and consecutive deductions

beginning the second pay in January of each school year unless otherwise delayed by request of the Association.

9.13 STRS “Pick-Up (Salary Reduction/Restatement Method)

The amount paid by an employee into the State Teachers Retirement System is hereby considered a contribution to an annuity, and thus that contribution, paid by the employee, can be tax deferred until retirement or withdrawal. It is understood that the employee experiences no reduction in final average salary calculations for STRS and this annuity is exempt from Federal Income Tax liability until the employee’s contribution is either withdrawn or removed by retirement.

9.14 Direct Deposit of Paychecks

All employees shall be required to use direct deposit to receive their paychecks. Employees also will receive their pay stubs and other payroll-related information only via electronic/digital transmission.

**ARTICLE X
EVALUATION**

10.01 Evaluation

Professional evaluation of bargaining unit employees will be done exclusively by persons employed as administrators in the Austintown Local Schools. Current applicable job titles include, but may not in future years be limited to, Principals, Assistant Principals, Superintendent, Assistant Superintendent, Director of Instruction. In most circumstances, Principals and Assistant Principals will be the evaluators.

- A. Evaluations are conducted in accordance with Board Policy and the standards-based statewide teacher evaluation framework adopted by the Ohio Department of Education.
- B. Notwithstanding any other provision of this Agreement, an employee may grieve only procedural violations of this Article X – Evaluation and the Board Evaluation policy through Step 2 – Superintendent level. Non-procedural actions and substantive decisions related to evaluation, including but not limited to final summative ratings and administrative assessment of classroom performance, shall not be grievable.

C. OTES

1. For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix A, which includes ODE-recommended forms for the evaluation procedure, which shall be updated annually, if necessary based on ODE revisions.
2. OTES Committee. The OTES Committee will provide additional stakeholder input and facilitate with teachers relative to the development and subsequent revision of the Board's standards-based evaluation system. The OTES Committee shall function on an ongoing basis to make recommendations to the Board for revisions to the evaluation system.
 - a. Composition. The OTES Committee shall be comprised of four (4) bargaining unit members appointed by the Association President and four (4) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, intermediate, middle, and high school.
 - b. Operational Procedures.
 - i. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
 - ii. Members of the Committee must be OTES trained prior to beginning their work.
 - iii. The Committee will develop the ground rules by which the Committee will operate.
 - iv. The Committee will establish by mutual agreement a meeting calendar, tasks for the Committee to complete, and timelines for the completion of specific tasks.
 - c. Committee Authority. The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
3. SLO Committee. An SLO Committee will be established and comprised of four (4) bargaining unit members appointed by the Association President and four (4) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, intermediate, middle, and high school. At least one teacher placed on the SLO Committee should be at least

partially evaluated based on a value-added component. If SLOs are no longer utilized under the law, the SLO Committee will be eliminated.

- D. Non-OTES. Evaluation of Non-OTES bargaining unit members shall be in accordance with the Evaluation Procedure jointly developed by representatives of the Association and the Board.

10.02 Athletic Coach Evaluation

The System of Evaluation for Athletic Coaches in effect as of the effective date of this Contract shall continue in full force and effect and is also separated from this Master Contract except for the written complaint procedure contained in Article 5.021.

10.03 Just Cause

No continuing contract bargaining unit member shall be terminated except for just cause. Any bargaining unit member may request the presence of an Association representative at any conference with an administrator which he/she believes may result in reprimand. When such request is made, the conference shall not proceed or continue until the representative is in attendance.

10.04 Continuing Contract/Non-Renewal

Except where expressly contradicted in this agreement, provisions of the Ohio Revised Code in 3319.11, 3319.111, 3319.16, and 3319.161 shall continue in effect for the duration of this contract.

ARTICLE XI EMPLOYMENT PRACTICES

11.01 PROGRESSIVE DISCIPLINE

- 11.01** A bargaining unit member shall not be disciplined without just cause. A bargaining unit member may request the presence of an Association representative at any conference with an administrator which he/she believes may result in discipline. When such request is made, the conference shall not proceed until a representative is in attendance.

- 11.02** Any discipline issued to a bargaining unit member will be reasonable and appropriate for the alleged infraction. The disciplinary procedure generally will be progressive in structure as set forth below:

- Step 1: Verbal reprimand
- Step 2: Written reprimand
- Step 3: Suspension with or without pay, not to exceed 10 days
- Step 4: Termination in accordance with O.R.C. 3319.16

The Board of Education may skip steps in the progressive discipline framework should it determine the magnitude of the offense warrants a more serious corrective action.

11.03 Prior to issuing a suspension or instituting termination proceedings, the bargaining unit member shall receive a written notice of a hearing related to the potential discipline. The notice shall specify the bargaining unit member is entitled to association representation at the meeting. If necessary, the hearing will be rescheduled to accommodate the presence of an association representative within a reasonable period of time. Following the hearing, the bargaining unit member shall be advised in writing of the discipline to be imposed, if any.

11.04 Bargaining unit members have the right to appeal discipline for Steps 1 through 3 through the grievance procedure as set forth in 11.02. Termination (Step 4) shall occur pursuant to Ohio Revised Code 3319.16.

11.05 Definitions

11.051 Vacancy Defined

A vacancy shall be defined as a bargaining unit position no longer occupied due to:

- a. Death of a bargaining unit member
- b. Retirement of a bargaining unit member
- c. Resignation of a bargaining unit member
- d. Extended leave of absence (for a full year) of a bargaining unit member that is not specifically provided for elsewhere in this Contract that the employee retains the right to return to the same position.
- e. Creation or restoration of a bargaining unit position
- f. Non-renewal of a bargaining unit member
- g. Termination of a bargaining unit member
- h. Transfer, reassignment or promotion of a bargaining unit member

A vacancy shall exist when the Board and Administration determine to fill a bargaining unit position that has been created by the reasons listed above.

11.052 Transfer Defined

A transfer shall be defined as a change in assignment by an employee from one bargaining unit position to another.

11.053 Voluntary Transfer Defined

A voluntary transfer shall be defined as an employee-initiated reassignment from one bargaining unit position to another.

11.054 Involuntary Transfer Defined

An involuntary transfer shall be defined as an employer-initiated reassignment of an employee from one bargaining unit position to another.

11.055 Assignment Defined

Assignment shall be defined as the notification by the Superintendent/designee of the building, grade level and teaching field of the bargaining unit member pursuant to Voluntary/Involuntary Transfer provisions in this Contract.

11.06 Voluntary Transfer Procedure

11.061 Posting of Vacancies During Academic Year

During the academic year, the Superintendent or his/her designee shall, within five (5) workdays after a vacancy exists as defined herein, post on the office window in each building written notice of such vacancy for a minimum of seven (7) workdays. At the same time, he/she shall also furnish a copy of the posting to the AEA building reps in each building so they may post said vacancy in additional relevant locations in their respective building, and the Association President shall also be provided a copy of the posting. Bargaining unit members interested in this position must apply during the posting period.

11.062 Posting of Vacancies When School is Not in Session

Following the determination of a vacancy, the posting shall be posted on the District Website for seven (7) calendar days. The posting shall include a brief description of the position, certification requirements, and the closing date to bid. A copy of all vacancies must be e-mailed to the AEA President and Vice President immediately following each posting.

If a vacancy occurs on either (1) staff workdays prior to the beginning of the student year or (2) during the period of time following those staff workdays and prior to the student year, then the following procedures shall apply:

1. If a vacancy arises during a teacher workday prior to the student year, the vacancy shall be announced that day at a staff meeting, posted on the District Website for a

period of 24 hours. The posting will include the date and time of posting and the closing date and time.

2. If a vacancy occurs following the teacher workdays and prior to the beginning of the student year, the position will be posted for 24 hours on the District Website. The posting will include the date and time of posting and the closing date and time.

11.063 Posting of Vacancies that Occur Within the First Ten Days of Contract Year

If a vacancy occurs during the first ten (10) contract days of the school year but after the first all staff meeting, the position will be posted for twenty-four (24) hours. All transfer requests will be considered. The Board shall not be required to post any vacancies that occur as a result of the filling of the initial vacancy during this first ten days of the contract year. The remaining position(s) will be filled from the RIF list (if teacher has proper certification). If no teacher on the RIF list has proper certification, a new qualified teacher may be selected.

11.064 Vacancy Bidding Period

Bargaining unit members shall have seven (7) workdays from the first day of posting to apply for a vacancy. Application shall be in writing to the Superintendent. If no certificated/licensed employee bids on the vacancy within the designated bidding period, the Board may fill the vacancy from outside the bargaining unit. In the event the vacancy posting occurs during summer recess, said position may be filled from outside the bargaining unit after the expiration of the seven-day posting.

11.065 Content of Posting Notice

The posting of each notice of vacancy shall include the position title, entry level qualifications, licensing, and/or certification requirements, description of the position's duties, pay rate of the position, location(s) where work is to be performed, and last date to apply for the position.

11.066 Bargaining Unit Selection Preference

The Board shall hire a qualified applicant from within the bargaining unit prior to advertising and filling vacancies from outside the bargaining unit. The following factors shall be the criteria for selecting the most qualified candidate:

1. Successful teaching experience
2. Seniority

11.067 Selection Notice

A bargaining unit member who applies for a voluntary transfer to a vacancy shall receive written notice of selection or rejection for the position immediately upon determination. Unsuccessful applicants shall be given reasons in writing.

11.07 Involuntary Transfer Procedure

11.071 Notice of Intent to Implement Involuntary Transfer

Prior to the implementation of an involuntary transfer, the Superintendent shall meet with the Association President to discuss the reasons for the involuntary transfer(s) and alternative plans.

11.072 Not Arbitrary or Capricious

No bargaining unit member shall be involuntarily transferred in an arbitrary, unreasonable, or unnecessary manner.

11.073 Order of Involuntary Transfer/Displaced Teacher

When a bargaining unit position is eliminated, every attempt shall be made to work out an arrangement within that building using voluntary reassignment. If there are no volunteers within the building, the least senior teacher in the teaching field being eliminated shall have the right to displace the least senior teacher in that building in a teaching field for which he/she is certificated assuming that the evaluations between those teachers are comparable. The least senior building teacher so displaced shall have the right to displace the least senior teacher system-wide in a teaching field for which he/she is certificated assuming that the evaluations between those teachers are comparable. A displaced teacher shall have the right to displace a less senior RIF teacher in a teaching field for which he/she is certificated assuming that the evaluations between those teachers are comparable.

11.074 Written Reasons

Any employee involuntarily transferred shall be given written reason(s) for such transfer no less than ten (10) days prior to

the involuntary transfer. A copy of such notice shall also be given to the Association President.

11.075 Hiring from Outside Bargaining Unit

If the position still remains vacant, the employer shall fill the position by hiring a new employee possessing the stated qualifications in the posting.

11.08 Filling of a Vacancy During RIF

No voluntary or involuntary transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee. No voluntary or involuntary transfer shall be implemented during a period of Reduction in Force that will negatively impact the recall of an employee on layoff status.

11.09 Notice of Assignment

A bargaining unit member shall continue in his/her current assignment from year to year except as provided in this Contract (i.e., vacancy, voluntary/involuntary transfer, RIF). The Superintendent/designee shall give each bargaining unit member written notice of his/her assignment no later than the last day of school. The notice shall include class, subject(s), building(s), room, and schedule. If an emergency arises which necessitates a change in assignment, no change shall be made without reasonable attempts to consult with the bargaining unit member and the Association President. After reasonable attempts have been made, certified mail will be sent to notify the unit member and the Association President.

11.10 Administrative or Supervisory Vacancies

Administrative or supervisory level vacancies shall be posted to the bargaining unit as soon as they become known at any time during the school year in accordance with Articles 11.061, Posting of Vacancies During Academic Year; 11.062, Posting of Vacancies When School is Not in Session; 11.064, Vacancy Bidding Period; 11.065, Content of Posting Notice; and 11.067, Selection Notice.

11.11 Supplemental Vacancies

The Board reserves the right to fill or not fill any supplemental contract. Supplemental contracts will automatically expire at the end of each school year unless otherwise stipulated in the contract. The Board will rehire any bargaining unit member currently holding a supplemental position as long as he/she performs the responsibilities in an appropriate manner and the position continues to exist. Any bargaining unit member who is not performing the responsibilities in an appropriate manner as identified by an evaluation specifically identifying deficiencies and a failure to correct those deficiencies may be nonrenewed. Whenever a supplemental contract position

becomes vacant, the vacancy shall be posted with qualifications in accordance with Article 11.064 Vacancy Bidding Period. A qualified bargaining unit applicant shall be hired before a nonbargaining unit member is hired. When more than one bargaining unit member applies for a vacant supplemental position, the Board shall select the most qualified of the applicants.

11.12 Employment Contracts

11.121 Types of Contracts

Contracts for the employment of bargaining unit members shall be of two (2) types:

1. Limited Contract
2. Continuing Contract

11.122 Length of Limited Contract

A limited contract shall be for a term of one (1) year.

11.123 Granting of Continuing Contracts

A bargaining unit member shall be eligible for continuing contract status consistent with Ohio Revised Code 3319.08. If a bargaining unit member has secured a continuing contract before coming into the Austintown Local Schools, he/she shall be eligible for continuing contract status after two (2) years or more in the District. The bargaining unit member must notify the principal of her/his intent to apply for continuing contract status by September 30 of the school year in which s/he applies so that s/he can be scheduled for evaluation.

11.124 Length of Continuing Contracts

A continuing contract shall be a contract which shall remain in force until a member of the bargaining unit resigns, elects to retire or is terminated.

11.13 Special Certificates/Licenses

Each professional employee shall hold the appropriate type certificate/license with respect to assigned position in accordance with Section 3319.22 of the Ohio Revised Code. Professional employees holding elementary teacher certificates/licenses may be assigned to grades 7 and 8 except that in the following areas a member of the bargaining unit must hold specified certification/licensure: special education, home economics, and industrial tech, skills for life. Professional employees holding secondary teaching certificates/licenses may be assigned to grades 7 and 8 to teach subjects for which certificate/license is held. Educational service personnel assigned as librarian, counselor, school nurse, elementary

art, vocal and instrumental music, and physical education shall hold special teaching certificate/license in the subject assigned.

11.14 Summer School/Evening Classes

Vacancy postings for summer school or evening classes shall be posted in accordance with Article 11.06, Voluntary Transfer Procedure. Compensation shall be paid at the hourly rate in accordance with Article 9.07, Hourly Rate. The Board of Education maintains the right to cancel any class if insufficient enrollment occurs.

ARTICLE XII REDUCTION IN FORCE

12.01 Reduction in Force-Definition

A reduction in force (RIF) shall have occurred when the Board reduces, eliminates, or fails to fill a bargaining unit position. Force shall be defined as the number of members of the bargaining unit as of the effective date of this Contract.

12.02 Reasons for RIF

The teaching staff shall not be reduced in number except for the following reasons: (1) a decrease in enrollment; (2) for financial difficulties; (3) suspension of schools; (4) regular teachers returning from a leave of absence; or (5) territorial changes affecting the district. Reduction under any circumstances shall not exceed ten (10) for the duration of this contract. Staff positions that are funded by grants will not be included in the limit.

12.03 Notification of Anticipated RIF

12.031 Meeting with Superintendent

Immediately upon determination of a possible reduction in force, the Superintendent and/or representative of the Board and the Association President and/or representatives of the Association shall meet to review the proposed RIF and discuss possible alternatives. The board shall provide all documentation pursuant to the possible RIF upon request of the Association. The Association shall be given the opportunity to present both orally and in writing its views on the proposed reduction in force. A grievance arising over reduction in force shall be submitted to binding expedited arbitration, utilizing the services of the American Arbitration Association.

12.032**Notification to Association President**

Before implementing a reduction in force, the Superintendent shall give written notice to the Association President by April 1 of its intent to effect a reduction in force. The notification shall include the reason(s) for the RIF; the position(s) anticipated to be reduced, eliminated, or not filled; the name(s) of the employees anticipated to be affected; the date of the Board action to implement the RIF and the effective date of the RIF. The notice shall include the seniority and contract status within areas of certification for each employee anticipated to be affected. Said notification shall be given prior to May 1 to all bargaining unit members whose name appears on the list.

12.033 Notification to Affected Employee

A bargaining unit member to be laid off due to RIF shall, prior to May, be given advance written notification by the Board prior to the implementation of the RIF. The Association President shall simultaneously be sent a copy of said notification. The notice shall state the reason(s) for RIF, the effective date of contract suspension, the date of the Board's action to implement the RIF, and the effective date of the RIF.

12.04 Implementation of RIF**12.041 Determination of Positions Subject to RIF**

Position(s) to be reduced, eliminated or not filled shall be determined by this sequence:

- A. Position(s) vacated as a result of voluntary resignation, retirement, bargaining unit member on leave, or death will not be filled.
- B. If additional reduction is necessary, bargaining unit members holding limited contracts who possess comparable evaluations shall be laid off in reverse seniority order, i.e., least senior employee is the first to be laid off within area of certification to be affected by RIF.
- C. If additional reduction is necessary, bargaining unit members holding continuing contracts who possess comparable evaluations shall be laid off in reverse seniority order, i.e. least senior employee is the first to be laid off within area of certification to be affected by RIF.

- D. In determining “comparable evaluations” for the purposes of reduction in force, there shall be three categories: (1) Ineffective; (2) Developing; and (3) Skilled/Accomplished. Bargaining unit members shall be “comparable” to each other only if they are in the same category set forth above. The evaluation ratings specified in this section refer to the final summative evaluation ratings assigned to a teacher.

12.042 Not Arbitrary or Capricious

Upon determination of a RIF and during the implementation of a RIF, no reassignment, transfer or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee or to circumvent any provisions of this Contract. Nothing herein shall be interpreted to conflict with or circumvent Ohio Revised Code 3319.17.

12.043 Involuntary Transfers to Retain Senior Bargaining Unit Members

A member of the bargaining unit may be involuntarily transferred in accordance with Article 11.03 to retain a bargaining unit member with greater seniority. The Superintendent shall consult with the Association President prior to initiating any involuntary transfer. Nothing herein shall be interpreted to conflict with or circumvent Ohio Revised Code 3319.17.

12.044 Suspension of Limited Contracts

Layoff shall occur by suspension of contract.

12.045 Seniority List

The Board shall maintain and update a bargaining unit seniority list (1) by contract type, limited, and continuing, (2) by area(s) of certification and (c) system-wide by date of hire.

The Board shall provide a copy of the lists to the Association President no later than December 1 and an updated list no later than February 1. The Board shall make available the most recent seniority list(s) in the principal’s office of each building.

12.046 Certification Change

All members of the bargaining unit have the right to drop or nonrenew certification to prevent assignment or transfer to any unwanted position in the District. However, the Director of Instruction must be notified of any certificate elimination no later than June 1 of each school year. Assignments to

teaching positions will be based on information available June 2. Any member receiving assignment then dropping certification in the area of assignment will be placed on a suspension list. The member shall remain on the suspension list until a bargaining unit position opens in an area of certification which the bargaining unit member holds after all eligible members on the RIF list with appropriate certification have been placed in an assignment.

12.05 Limitations

12.051 Bargaining Unit Priority

No new employee shall be hired into a bargaining unit position until all eligible laid off bargaining unit members have been offered such position. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a bargaining unit member on layoff status. Qualifications for a bargaining unit position shall not be changed to prevent the recall of a laid off employee.

12.052 No Subcontracting

Work previously performed by laid off employees shall not be subcontracted. No current non-bargaining unit member shall be assigned to fill a bargaining unit position or perform bargaining unit work while an eligible employee remains on layoff status.

12.06 Rights While on RIF Status

A bargaining unit member on layoff status due to RIF shall have the following rights:

- A. To continue benefits through COBRA at the employee's expense not to exceed 18 months).
- B. To retain seniority during the period of layoff.
- C. To draw unemployment compensation benefits unchallenged by the Board when the bargaining unit member has not been offered an equivalent bargaining unit position during the term of the layoff.
- D. Recognition of additional certification earned or reported after April 30 while on layoff status for recall purposes, provided such information is filed with the Board prior to recall. Such recognition shall not be used to displace a teacher holding a contract position.

12.07 Recall Rights

12.071 Inverse Order of Security

Laid off bargaining unit members who possess comparable evaluations shall be recalled in reverse order of seniority within area of certification, i.e., most senior laid off employee shall be first recalled assuming that the individual possesses comparable evaluations to other teachers on the recall list.

12.072 Notice of Recall

The Board shall give written notice of an offer of recall by sending a registered or certified letter to said bargaining unit member at his/her last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any address change. If a bargaining unit member fails to accept the offer of employment in writing within five (5) days, excluding Saturday, Sundays, and holidays, from the date of receipt of the notification by certified mail, said bargaining unit member shall be considered to have rejected the offer of recall and shall be removed from the recall list. If the offer of recall is made within ten (10) days prior to the start of a school year, the teacher has forty-eight (48) hours from receipt to accept the offer of recall. The receipt signature on the certified mail Return Receipt shall be sufficient proof of notification. This procedure shall continue until all employees on layoff status have been recalled, have retired under the State Teachers Retirement System, or have voluntarily resigned.

12.073 Time on Recall List

Laid-off limited contract bargaining unit members shall remain on the recall list for a period of 36 months. Laid-off continuing contract bargaining unit members shall remain on the recall list until recalled by the Austintown Local School District or an offer of recall is rejected by the bargaining unit member. Acceptance of full-time teaching employment in another school district shall not remove a bargaining unit member from the Austintown Recall List. Time will commence on September 1 of the year of lay-off.

12.074 Rights Upon Return to Active Duty

A member of the bargaining unit who is recalled shall return to the system with the same seniority and accumulation of sick leave days as the teacher would have received in the year of lay-off. No credit shall be given for service or sick leave during the duration of his/her lay-off.

12.08 Substitute Employment

A bargaining unit member on RIF status shall, if he/she desires, be placed on the substitute list and be given first consideration for substitute pay. Acceptance or rejection of a substitute position shall not constitute the basis for an employer challenge to the member's entitlement to unemployment compensation benefits.

12.09 Final Compensation

A bargaining unit member affected by a reduction-in-force may elect final compensation in either of the two (2) following ways:

- A. To receive all deferred earnings by June 30.
- B. To continue payment of deferred earnings to be paid in the normal fashion through August.

In either case whichever date he/she selects will also be the final day of insurance protection. At the end of compensation all insurance shall cease.

12.10 Termination of State or Federally Funded Program

If a State or Federally funded program is terminated or reduced so as to reduce the number of employed teachers, teachers in the funded program will be considered for seniority purposes as to have all of their regular years of employment counted in the Austintown Local Schools. If such a person had continuous employment as both a regular teacher and as an externally funded teacher, all continuous service will count towards seniority.

ARTICLE XIII SENIORITY

13.01 Seniority Defined

Seniority shall be determined by the total length of continuous service while a member of the bargaining unit in the Austintown School District, excluding unpaid leaves of absence except as otherwise provided herein. The length of service of a teacher who has returned to the bargaining unit following any interruption, except a paid or unpaid leave of absence, shall be measured from the date of return.

An administrator who has continuous teaching/administrative service in the Austintown School District and who returns to a bargaining unit position shall retain only the seniority accrued while a member of the Austintown Education Association.

13.02 Breaking Ties in Seniority

If two or more individuals have the same length of continuous service, seniority shall be determined from the earliest date of actual service in the district. If two or more individuals have the same date of actual

service, seniority shall be determined from the date of the Board meeting at which the individuals were hired. If two or more individuals were hired at the same Board meeting, seniority shall be determined by the date of application. For those employees who have applied online, the date of application shall be measured by the date of final submission. If two or more individuals have the same date of application, the tie(s) shall be broken by the flipping of a coin.

13.03 Determination of Service

Service rendered beyond the regular school day or beyond the regular school year shall not be considered as “service” for the purpose of calculating seniority. No seniority credit shall be adjusted for any bargaining unit member by reason of a standard work day of more than or less than 7½ hours nor for a standard work year of more than or less than 184 days except as provided in Article 13.02. Service as a home instructor shall not be considered as “service” for the purpose of calculating seniority.

13.04 Year of Service Defined

A “year” of service shall be defined as actual service in the Austintown School District of not less than one hundred twenty (120) days within a school year.

ARTICLE XIV

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE BY-LAWS

Established Local Professional Development Committees as Authorized in Senate Bill 230, effective Fall 1998.

14.01 Name, Scope, and Number of Committee Members

Austintown Schools’ Local Professional Development Committee is hereby established as the Name of the entity required by Senate Bill 230. This committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

14.02 Aims and Purposes

The purpose of the Austintown Schools’ Local Professional Development Committee is to review coursework and other professional development activities completed by educators within the district for renewal of certificates or licenses.

In the discharge of its duties, the committee shall:

- A. Foster the norm of continuous improvement.
- B. Promote alignment of professional growth with individual, student, building and district needs and goals.

- C. Emphasize increased student learning and achievement as a professional development priority.
- D. Guide the development of Individual Professional Development plans.
- E. Support the inquiry into and study of teaching in learning.
- F. Validate application/use of learning gained through professional development rather than merely attendance, time spent, and completion of required work.

14.03 Membership and Qualifications

14.031 The Austintown Local Schools' Local Professional Development Committee consists of nine (9) members. Five (5) teachers shall be representatives of the active AEA; President/Designee, elementary (K-2), intermediate (3-5), middle school (6-8), high school (9-12) levels. The remaining members shall be a combination of administrators from the district office, one elementary, one intermediate, one middle, and one high school level who shall be selected or appointed by district office administration. Each committee member must have a minimum of three (3) years of teaching experience with the Austintown schools.

In the event of any committee member up for renewal, adjustments would be made to comply with the approval procedures stated in Article VI, Section 1, letters C. and D.

14.032 Permanent committee vacancies among teacher members shall be addressed by the AEA President who shall designate replacement members as necessary. Similarly, administrative member vacancies shall be addressed by the district office.

Committee members who discover they are unable to fulfill their role as an active committee member may withdraw simply by notifying the chair(s) in writing. No reasons need to be given.

14.04 Roles and Terms of Office

The Austintown Local Schools' Local Professional Development Committee shall consist of the following roles and corresponding terms of office:

Chair: The Chair shall be the Superintendent or his/her designee.

If the Chairperson is absent, a pro tem shall be elected for that meeting by those present.

14.05 Duties

The duties of the chair and other committee members shall be as follows:

14.051 The Chair(s) shall:

- A. Preside at all Austintown Local Schools' Local Professional Development meetings.
- B. Call all meetings and set agendas in collaboration with the memberships.
- C. Ensure adherence to the Individual Professional Development Plan review process and procedures.
- D. Serve as LPDC liaison.
- E. Serve as appeals process contact and liaison.
- F. Keep IPDP records up to date and keep a mailing list of all members including names, addresses, and telephone numbers.
- G. Maintain records of all committee activities and procedures involving all individual IPDPs submitted.

14.052 All committee members shall:

- A. Elect one of their members by voice vote to act in the absence of the chair(s).
- B. Serve as staff information contact person.
- C. Serve as a reviewer of district education professional development plans for certificated/license renewal.
- D. Suggest necessary professional growth needs for committee members. Professional growth suggestions may relate to conferences, visitations, or purchases of videos, books, etc.

14.06 Meetings

14.061 Austintown Local Schools' Professional Development Committee members shall determine frequency, time, and place of meetings within the following parameters:

- A. The LPDC will meet a minimum of three (3) but no more than six (6) times per year. Additional meetings of the LPDC may be called by the chairperson with the concurrence of the majority of the members. The meetings shall be posted at least 48 hours in advance.
- B. The chairperson has the right to call members for the purpose of cancellation if no Individual Professional Development Plans (IPDPs), credit proposals, or issues are submitted.
- C. A majority must agree upon any action except for Section 14.071.
- D. The LPDC shall keep confidential all reviews, evaluations, and discussions of IPDPs and/or credit proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved. This policy shall conform to any applicable law(s).

14.062 Compensation

- A. The number of release day meetings in any one year shall not exceed six (6) in number.
- B. Attendance at any meeting scheduled for after school or in the summer shall be compensated at the District hourly teacher stipend rate.

14.07 Reciprocity

The Austintown Local Schools' LPDC shall accept outside district-approved IPDPs for any educator hired by the Austintown Local Schools BOE from another district as fulfilling all necessary requirements of the Austintown Local Schools renewal process. Hours already accumulated in the district of previous employment shall be honored. Exceptional cases are subject to committee review. The educators' IPDP will be requested as part of the application submission process and will be reviewed and marked as "acceptable" or as "in need of revision according to the following guidelines" at the time of scheduling for an interview.

**ARTICLE XV
NEW TEACHER/MENTOR TEACHER PROGRAM**

15.01 Definitions

- A. Consulting Mentor Teacher: A teacher who will provide formative assistance to a Resident Educator/New Teacher.

- B. Resident Educator: A teacher in the first year of employment under a four year license who will be provided formative assistance by a consulting mentor teacher.
- C. New Teacher: A teacher in his/her first year of employment in the Austintown Local School District.
- D. Formative Assistance: It is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.
- E. Lead Mentor: A teacher who, along with district administrators helps to ensure that Resident Educator requirements are being met and provides support to Resident Educators and mentors throughout the year.

15.02 Program Development and Screening Committee

A committee comprised of the AEA President, Lead Mentor, and the Director of Instruction shall meet to review and discuss the New Teacher/Mentor Teacher Program. The administrative team with assistance from the Lead Mentor is responsible for selecting and assigning new teacher mentors. The selection process will begin at the building level with the principal identifying potential mentor teachers. To be considered, applicants must meet selection criteria and choose to participate.

15.03 Minimal Selection Criteria for Mentor Teachers

- A. Preferably, the applicant must have tenure status and have a minimum of three (3) consecutive years of teaching experience in the district.
- B. The applicant must be able to demonstrate above average teaching performance and demonstrate an awareness of instructional methods and the professional responsibilities needed to improve teaching skills and increase student learning.
- C. The applicant must hold valid teaching certificate/license and should currently be teaching in the same building and/or grade or subject area.
- D. The applicant should demonstrate a commitment to ongoing professional development.

- E. The applicant must have completed the State Adopted/ESC/District Training.

15.04 Mentor Responsibilities

The mentor teacher shall participate in initial as well as ongoing professional development in mentoring. Mentors must agree to participate in county and/or district mentor training sessions. This training shall include cognitive coaching and knowledge of procedures associated with the state requirements for licensure. The mentor teacher, in concert with the Resident Educator/New Teacher, shall participate in a formative assistance plan that addresses, at a minimum, the state requirements in the Teacher Education and Licensure Standards. (Administrative Code 3301-24-02). At a minimum the mentor is responsible to submit documentation of time, activities, and reflection to the district Lead Mentor on a quarterly basis. Mentors will be paid semi-annually, the first half of the payment in the first pay in February and final payment in the last pay in June. A plan for release time shall be provided by the mentor teacher for approval by the principal so that substitutes may be scheduled.

15.041 Mentor Coordination

A teacher Lead Mentor shall be identified, and along with district administrators, will help ensure that Resident Educator requirements are being met and will facilitate the support provided to Resident Educator Teachers, mentors, and the mentoring team. An opportunity shall be provided for the Lead Mentor to meet with mentor/Resident Educator teams in order to monitor, provide support and to evaluate the Resident Educator program activities. The Lead Mentor will participate in regional support and networking activities coordinated through the state designated agencies (ESC's, RPDC's, SERC's).

15.05 Restrictions

- A. The jointly developed formative assistance plan shall not be developed or utilized as a remediation program.
- B. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator/New Teacher, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator/New Teacher.
- C. All interaction, written or oral, between the mentor teacher and the Resident Educator/New Teacher shall be regarded with the same confidentiality as that represented by the attorney/client

relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from his/her role as mentor teacher.

15.06 Protection

- A. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- B. No Resident Educator/New Teacher shall remain in a Resident Educator program for a period longer than the state requirements.
- C. The mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

15.07 Compensation

- A. Provisions may be made for the release of each mentor teacher for not less than 600 minutes per year per Resident Educator/New Teacher and such yearly number of minutes shall translate into up to 30 minutes per week per Resident Educator/New Teacher. Though it is recommended that a mentor teacher not work with more than one Resident Educator/New Teacher, the maximum number of Resident Educator/New Teachers a mentor teacher may have is two (2) per year.
- B. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and mentor teacher.
- C. In addition to the released time, each mentor teacher of a teacher in year one of the Resident Educator Program shall receive a supplemental contract for four percent (4%) of the B.A. base salary for each Resident Educator; each mentor teacher of a teacher in year two of the Resident Educator Program shall receive a supplemental contract for three percent (3%) of the B.A. base salary for each teacher; each mentor teacher of a teacher in year three or four of the Resident Educator Program shall receive a supplemental contract for two percent (2%) of the B.A. base salary for each teacher. A mentor teacher of a New Teacher shall receive a supplemental contract for two percent of the B.A. base salary for each new teacher.
- D. The District Lead Mentor shall receive a supplemental contract of 10% of the BA base salary for coordinating the New

Teacher/Resident Educator Program up to a maximum of twenty-five (25) teams. An additional 1% will be added for every increment of 5 teams in excess of twenty-five (25). The District Lead mentor may receive release time in connection with his/her duties upon receipt of prior approval by the Superintendent or the Director of Instruction.

15.08 Program Review/Revisions

- A. Mentor teachers and mentees shall meet complete a survey prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than June 15.

**ARTICLE XVI
NON-DISCRIMINATION**

16.01 Equal Employment Opportunity

The provisions of this Contract shall be uniformly applied to all employees of the bargaining unit without regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, sexual orientation, political opinions/affiliations or any other class or trait protected by federal, state or local law. There shall be no discrimination against any bargaining unit member based upon any of these prejudicial limitations. The Board shall not discriminate against bargaining unit members because of membership or participation in Association activities.

16.02 Sexual Harassment

The Austintown Board of Education recognizes that sexual harassment is an unlawful form of discrimination and agrees that it will investigate promptly any alleged case of sexual harassment that is put in writing and is brought to the attention of any administrator of the district. If upon investigation the Board believes such sexual harassment has taken place it will institute appropriate action to remedy the situation and will advise the Association of the remedial action it proposes. If such remedial action is not successful or if the Association disagrees with the proposed remedial action, or if the Board believes no sexual harassment has taken place or has taken no action, the Association may invoke the grievance procedure at Step 2, Superintendent, of the grievance procedure and move directly to expedited arbitration if unsettled at Step 2. Such procedure shall be handled on a confidential basis at the request of any party to the proceedings.

**ARTICLE XVII
EFFECTS OF THE AGREEMENT**

17.01 Printing and Distribution

As soon as possible after this Contract is signed and ratified by both the Association and the Board, the Board and AEA shall print and distribute a copy to all employees in the bargaining unit and each new employee hired thereafter. The Association shall receive an additional fifty (50) copies. Subsequent revisions or amendments will also be printed and distributed to all members of the bargaining unit.

17.02 Maintenance of Standards

The Board shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of its effective date.

17.03 Inconsistencies

This Agreement shall supersede any rules, regulations, or practices of the Board or previous contracts which may be contrary to or inconsistent with the terms of this Contract.

17.04 Severability

17.041 Validity of Contract: If any provision of this Contract or any application of the provisions of this Contract is determined to be either inconsistent with legislation or contrary to law by the highest court of competent jurisdiction to which an appeal has been made, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If the Ohio General Assembly, the U.S. Congress, the Ohio Department of Education or the Ohio or U.S. Supreme Court take action requiring the Board to make changes in programs or policy that affect the wages, hours, terms and/or conditions of employment of members of the bargaining unit, the Board and AEA agree to utilize the procedures identified in the Negotiations Procedure, Article I.

17.042 Renegotiation: Any provision of this Contract which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within thirty (30) workdays after said finding is rendered.

17.043 Impasse Resolution: If agreement has not been reached upon expiration of the 30-day negotiation period, the disputed provision shall become subject to the negotiation impasse procedure outlined in this Agreement.

17.05 Duration of Contract

The terms and conditions of this Contract shall become effective at 12:01 a.m. on August 29, 2015, and shall remain in full force and effect until midnight, August 28, 2016. This provision shall supersede any conflicting section or appendix of the collective bargaining agreement. The parties to this Contract, signed this January 6, 2016 date as witnessed below:

FOR THE ASSOCIATION:

Barbara Tomic
President

Sandra Hornbake
Bargaining Team Member

Steph M. DiBacco
Bargaining Team Member

Tamara Franchis
Bargaining Team Member

May Ellen Sekora
Bargaining Team Member

Scott J. Zalts
Labor Relations Consultant

Ronald [Signature]

FOR THE BOARD OF EDUCATION:

Kathy Mack
President

Eric Johnson (vsc)
Chief Spokesperson

Vincent S. Colaluca
Bargaining Team Member

Kary Ann [Signature]
Bargaining Team Member

[Signature]
Bargaining Team Member

[Signature]
Bargaining Team Member

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APPENDIX A

AUSTINTOWN LOCAL SCHOOL DISTRICT							
CERTIFICATED SALARY SCHEDULE							
						Previous Base:	\$30,317.00
						1% Increase:	\$30,620.00
						1.95% Increase:	\$31,217.00
						For Changes--enter new Bachelor/0--rest will populate.	
YRS	Non-Degree rounded	Bachelor rounded	Bachelor+15 rounded	Master rounded	Master+15 rounded	Master+30 rounded	PHD rounded
0	\$26,534.00	\$31,217.00	\$32,466.00	\$33,714.00	\$34,339.00	\$34,963.00	\$35,587.00
1	\$28,033.00	\$32,872.00	\$34,276.00	\$35,681.00	\$36,461.00	\$37,273.00	\$38,054.00
2	\$29,531.00	\$34,526.00	\$36,087.00	\$37,648.00	\$38,584.00	\$39,583.00	\$40,520.00
3	\$31,030.00	\$36,181.00	\$37,897.00	\$39,614.00	\$40,707.00	\$41,893.00	\$42,986.00
4	\$32,528.00	\$37,835.00	\$39,708.00	\$41,581.00	\$42,830.00	\$44,203.00	\$45,452.00
5	\$34,027.00	\$39,490.00	\$41,519.00	\$43,548.00	\$44,952.00	\$46,513.00	\$47,918.00
6	\$35,525.00	\$41,144.00	\$43,329.00	\$45,514.00	\$47,075.00	\$48,823.00	\$50,384.00
7	\$37,023.00	\$42,799.00	\$45,140.00	\$47,481.00	\$49,198.00	\$51,133.00	\$52,850.00
8	\$38,522.00	\$44,453.00	\$46,950.00	\$49,448.00	\$51,321.00	\$53,444.00	\$55,317.00
9	\$40,020.00	\$46,108.00	\$48,761.00	\$51,414.00	\$53,444.00	\$55,754.00	\$57,783.00
10	\$41,519.00	\$47,762.00	\$50,572.00	\$53,361.00	\$55,566.00	\$58,064.00	\$60,249.00
11	\$41,519.00	\$49,417.00	\$52,382.00	\$55,348.00	\$57,689.00	\$60,374.00	\$62,715.00
12	\$41,519.00	\$50,977.00	\$54,224.00	\$57,314.00	\$59,812.00	\$62,684.00	\$65,181.00
13	\$41,519.00	\$50,977.00	\$56,035.00	\$59,312.00	\$62,059.00	\$64,838.00	\$67,585.00
14	\$41,519.00	\$50,977.00	\$56,035.00	\$59,312.00	\$62,059.00	\$64,838.00	\$67,585.00
15	\$41,519.00	\$50,977.00	\$56,035.00	\$59,312.00	\$62,059.00	\$64,838.00	\$67,585.00
16	\$41,519.00	\$50,977.00	\$56,035.00	\$59,312.00	\$62,059.00	\$64,838.00	\$67,585.00
17	\$41,519.00	\$50,977.00	\$56,035.00	\$59,312.00	\$62,059.00	\$64,838.00	\$67,585.00
18	\$43,704.00	\$53,163.00	\$58,220.00	\$61,497.00	\$64,245.00	\$67,023.00	\$69,770.00
19	\$43,704.00	\$53,163.00	\$58,220.00	\$61,497.00	\$64,245.00	\$67,023.00	\$69,770.00
20	\$43,704.00	\$53,163.00	\$58,220.00	\$61,497.00	\$64,245.00	\$67,023.00	\$69,770.00
21	\$43,704.00	\$53,163.00	\$58,220.00	\$61,497.00	\$64,245.00	\$67,023.00	\$69,770.00
22	\$43,704.00	\$53,163.00	\$58,220.00	\$61,497.00	\$64,245.00	\$67,023.00	\$69,770.00
23	\$45,889.00	\$55,348.00	\$60,405.00	\$63,683.00	\$66,430.00	\$69,208.00	\$71,955.00
24	\$45,889.00	\$55,348.00	\$60,405.00	\$63,683.00	\$66,430.00	\$69,208.00	\$71,955.00
25	\$45,889.00	\$55,348.00	\$60,405.00	\$63,683.00	\$66,430.00	\$69,208.00	\$71,955.00
26	\$45,889.00	\$55,348.00	\$60,405.00	\$63,683.00	\$66,430.00	\$69,208.00	\$71,955.00
27	\$48,074.00	\$57,533.00	\$62,590.00	\$65,868.00	\$68,615.00	\$71,393.00	\$74,140.00
28	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
29	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
30	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
31	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
32	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
33	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
34	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
35	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
36	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
37	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
38	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
39	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
40	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
41	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
42	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
43	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
44	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00
45	\$49,074.00	\$58,533.00	\$63,590.00	\$66,868.00	\$69,615.00	\$72,393.00	\$75,140.00

**AUSTINTOWN EDUCATION ASSOCIATION
AUSTINTOWN LOCAL SCHOOL DISTRICT**

GRIEVANCE FORM

Please type or print

Name of Grievant _____

Home Address of Grievant _____

School Building _____

Home Phone _____ School Phone _____

Date Cause of Grievance Occurred _____

Statement of Grievance (include the pertinent provision(s) of contract, policy, rule or regulation) _____

Remedy Requested

Signature of Grievant

Date

New Leave Request

Job -- Select Job --

Leave Type -- Select Leave Type --

Reason

Start Date (use MM/DD/YYYY format) **Start Time** 01 . 00 AM

End Date (use MM/DD/YYYY format) **End Time** 01 . 00 AM

Leave Requested In Day(s) .000

Phone Where You Can be Reached For Questions Relating to This Request (330) **Full Notification**

Comments pertaining to this Leave Request

0 of 4000

Supervisor's Name: **Supervisor's Email:**

Request Status: Initiated

File(s) to Attach

Click button below to select file(s) to be attached to this Leave Request.

[Select File(s) to Attach]

APPENDIX E

2015-2016 SUPPLEMENTAL CONTRACTS AUSTINTOWN LOCAL SCHOOL DISTRICT

All supplemental contracts for the 2015-2016 school year shall be based on the base salary of \$31,217.

POSITION	
FITCH HIGH SCHOOL – BOYS	% OF PAY
ASST. ATHLETIC DIRECTOR	13.0%
HEAD VAR. FOOTBALL	24.0%
ASST. VAR. FOOTBALL	15.0%
FRESHMAN FOOTBALL	11.0%
ASST. FRESH. FOOTBALL	10.0%
ASST. FRESH. FOOTBALL	10.0%
HEAD VAR. BASKETBALL – B	24.0%
ASST. VAR. BASKETBALL – B	15.0%
ASST. VAR. BASKETBALL – B	15.0%
FRESH. BASKETBALL – B	11.0%
HEAD TRACK – B	18.0%
ASST. TRACK – B	11.0%
ASST TRACK – B	11.0%
ASST. TRACK – WEIGHT – B/G	11.0%
HEAD CROSS COUNTRY B	14.5%
GOLF COACH – B	9.0%
TENNIS COACH – B	10.0%
ASST. TENNIS COACH – B	9.0%
HEAD WRESTLING	18.0%
ASST. WRESTLING	13.0%
FRESH. WRESTLING	11.0%
HEAD BASEBALL – B	18.0%
ASST. BASEBALL – B	11.0%
ASST. BASEBALL – B	11.0%
BASEBALL – FRESHMEN	11.0%
HEAD SOCCER – B	18.0%
ASST. SOCCER	11.0%
SOCCER – FRESHMAN	11.0%
BOWLING - B	9.0%

APPENDIX E

FITCH HIGH SCHOOL – GIRLS	
DRILL TEAM	8.0%
BASKETBALL – G	24.0%
ASST. BASKETBALL – G	15.0%
ASST. BASKETBALL – G	15.0%
BASKETBALL – G – 9 TH GRADE	11.0%
BOWLING – G	9.0%
GOLF COACH – G	9.0%
TENNIS COACH – G	10.0%
ASSISTANT TENNIS	9.0%
VOLLEYBALL	18.0%
ASST. VOLLEYBALL	11.0%
VOLLEYBALL – 9 TH GRADE	11.0%
SOFTBALL	18.0%
ASST. SOFTBALL	11.0%
ASST. SOFTBALL	11.0%
SOFTBALL – FRESHMAN	11.0%
TRACK COACH – G	18.0%
ASST. TRACK – G	11.0%
ASST. TRACK – G	11.0%
HEAD CROSS COUNTRY	14.5%
CHEERLEADING – VAR & RES	12.0%
CHEERLEADING – FRESH.	5.0%
SOCCER – G	18.0%
ASST. SOCCER – G	11.0%
SOCCER – FRESHMEN – G	11.0%

FITCH HIGH SCHOOL – OTHER DUTIES	
BAND DIRECTOR	21.0%
ASST. BAND DIRECTOR (2)	8.0%
VOCAL MUSIC	16.0%
ASST. VOCAL DIR.	8.0%
YEARBOOK – EDITORIAL	10.0%
YEARBOOK – BUSINESS	5.0%
FORENSICS	15.0%
ASST. SPEECH	10.0%
DRAMATICS	10.0%
DRAMATICS – ASST.	5.0%
TALON NEWSPAPER ADVISOR	10.0%
NATIONAL HONOR SOCIETY ADVISOR	5.0%
FRESHMAN ADVISOR	3.0%
SOPHOMORE ADVISOR	3.0%
JUNIOR ADVISOR	5.0%

APPENDIX E

SENIOR ADVISOR	6.0%
ACADEMIC CHALLENGE TEAM ADVISOR	2.5%*
KEY CLUB ADVISOR	4.0%
RDE COORDINATOR	5.0%
RDE ADVISOR – GR. 9	5.0%
RDE ADVISOR – GR. 10	5.0%
RDE ADVISOR – GR. 11	5.0%
RDE ADVISOR – GR. 12	5.0%
SPANISH CLUB ADVISOR	2.0%
GERMAN CLUB ADVISOR	2.0%
FRENCH CLUB ADVISOR	2.0%
LATIN CLUB – ADVISOR	2.0%
ART CLUB ADVISOR	3.0%
INTERACT CLUB ADVISOR	4.0%
SPIRIT CLUB ADVISOR	3.0%
FITCH TECHNOLOGY CLUB ADVISOR	3.0%

AUSTINTOWN MIDDLE SCHOOL – BOYS	
FOOTBALL – HEAD	10.0%
FOOTBALL – HEAD	10.0%
FOOTBALL – ASST.	9.0%
FOOTBALL – ASST.	9.0%
BASKETBALL – 8 TH – B	10.0%
BASKETBALL – 8 TH – B	10.0%
BASKETBALL – 7 TH – B	10.0%
BASKETBALL – 7 TH – B	10.0%
TRACK – B	10.0%
TRACK – B	10.0%
TRACK – ASST. – B	9.0%
TRACK – ASST. – B	9.0%
WRESTLING – HEAD	10.0%
WRESTLING – HEAD	10.0%
ASST. WRESTLING	8.0%
ASST. WRESTLING	8.0%
MS CROSS COUNTRY B/G	10.0%

APPENDIX E

AUSTINTOWN MIDDLE SCHOOL – GIRLS	
CHEERLEADING – 7 TH GR.	4.0%
CHEERLEADING – 7 TH GR.	4.0%
CHEERLEADING – 8 TH GR.	5.0%
CHEERLEADING – 8 TH GR.	5.0%
TRACK – HEAD – G	10.0%
TRACK – HEAD – G	10.0%
TRACK – ASST. – G	9.0%
TRACK – ASST. – G	9.0%
BASKETBALL – G – 8 TH GR.	10.0%
BASKETBALL – G – 8 TH GR.	10.0%
BASKETBALL – G – 7 TH GR.	10.0%
BASKETBALL – G – 7 TH GR.	10.0%
VOLLEYBALL – G – 8 TH GR.	10.0%
VOLLEYBALL – G – 8 TH GR.	10.0%
VOLLEYBALL – G – 7 TH GR.	10.0%
VOLLEYBALL – G – 7 TH GR.	10.0%
MS CROSS COUNTRY B/G	10.0%

AUSTINTOWN MIDDLE SCHOOL – OTHER DUTIES	
BAND DIRECTOR (1)	9.0%
VOCAL MUSIC (1)	8.0%
STUDENT COUNCIL/BUILDERS CLUB (1)	3.0%*
YEARBOOK (1)	4.0%
RDE – GRADE 7 (1)	5.0%
RDE – GRADE 8 (1)	5.0%
DRAMA (1)	5.0%
ASST. ATHLETIC DIRECTOR	13.0%
TECHNOLOGY CLUB	3.0%

FRANK OHL ADVISORS	
DRAMA CULB	5.0%
TECHNOLOGY CLUB	3.0%

DISTRICT-WIDE SUPPLEMENTALS	
LEAD MENTOR TEACHER (REP)	10.0%
ACTV COORDINATOR	10.0%
MEDIA COORDINATOR	15.0%
DISTRICT COORDINATOR OF SUMMER SCHOOL	10.0%

APPENDIX E

DISTRICT SKI CLUB	8.0%
-------------------	------

BUILDING LEVEL CARE COORDINATORS	
FITCH H.S.	3.0%
AUSTINTOWN M.S.	3.0%
AIS	3.0%
AES	3.0%

TEACHER LEADERS	
K-2 ELA	5.0%
K-2 MATH	5.0%
K-2 SCIENCE	5.0%
K-2 SOCIAL STUDIES	5.0%
K-2 INTERVENTION SPECIALIST	5.0%
3-5 ELA	5.0%
3-5 MATH	5.0%
3-5 SCIENCE	5.0%
3-5 SOCIAL STUDIES	5.0%
3-5 INTERVENTION SPECIALIST	5.0%
6-8 ELA	5.0%
6-8 MATH	5.0%
6-8 SCIENCE	5.0%
6-8 SOCIAL STUDIES	5.0%
6-8 INTERVENTION SPECIALIST	5.0%
9-12 ELA	5.0%
9-12 MATH	5.0%
9-12 SCIENCE	5.0%
9-12 SOCIAL STUDIES	5.0%
9-12 INTERVENTION SPECIALIST	5.0%
K-12 GUIDANCE	5.0%
K-12 PERFORMING ARTS/ARTS	5.0%
K-12 FOREIGN LANGUAGE	5.0%
K-12 COMPUTER TECHNOLOGY/INDUSTRIAL TECHNOLOGY	5.0%
K-12 HEALTH/P.E./HOME EC.	5.0%

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