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NEGOTIATED MASTER AGREEMENT

Between the

ANSONIA EDUCATION ASSOCIATION

And the

ANSONIA LOCAL SCHOOL DISTRICT

600 East Canal Street, P.O. Box 279
Ansonia, OH 45303-0279

June 30, 2015
through
July 1, 2017

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ARTICLE I – PURPOSE

Section I. The purpose of this Agreement is:

- A. To provide for better understanding and communication between the Board of Education, hereafter identified as Board, of the Ansonia Local School District and the certificated/ licensed staff of Ansonia Schools. (The certificated/licensed staff, as used herein, will include all classroom teachers, and support personnel who hold a valid teaching license or certificate.)
- B. To set a basis for settling matters of concern which will include the following articles:

ARTICLE II – RECOGNITION

The Ansonia Local School District Board of Education recognizes the Ansonia Education Association, OEA/NEA as the sole and exclusive representative, for purposes of and as defined in Chapter 4117 of *Ohio Revised Code*, for all professional certificated/licensed personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, guidance counselors, librarians, media and program specialists, nurses, and substitutes after they become entitled to regular contract status. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Director for a non-teacher, non-certificated/non-licensed employees and all non-certificated/non-licensed employment, hourly tutors, other substitutes and other administrative personnel as defined in Chapter 4117 of the *Ohio Revised Code*.

ARTICLE III – MANAGEMENT RIGHTS

1. Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the constitution of the State of Ohio, including but not limited to management's right to; determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; hire, assign, direct, schedule, supervise, and evaluate teachers; maintain and improve the efficiency the effectiveness of school operations, determine the methods, processes, means and personnel by which school operations are to be conducted, and suspend discipline, demote, or terminate teachers for just cause, layoff, non-renew, transfer, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; determine the instructional hours for pupils; and direct, assign, and schedule pupils. The exercise of any of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

ARTICLE IV – ASSOCIATION RIGHTS

- A. The Association shall have the following exclusive rights:
 1. The Association President shall receive a copy of Board of Education Meeting Minutes and Agenda.

2. The use of individual teacher mailboxes for correspondence only.
3. Ohio Education Association Labor Relations Consultant (OEA/LRC) Representation visitation.
 - a) The OEA/LRC must sign-in and sign-out at the Principal's office.
 - b) The OEA/LRC may meet with the teachers only during the teacher's duty-free lunch period.
 - c) The OEA/LRC may meet with teachers before and after the regular school day for teachers.
4. Names of newly employed teachers shall be provided to the Association, along with their addresses, within seven (7) working days, from the beginning of the school year.
5. Copies of Board Policy Manual will be provided in the staff room.
6. The Association shall be granted the right to use Fax machines and email for Association business as these and other technologies are introduced. Such use shall not interfere with the business of Ansonia Schools. The Board may charge the Association a reasonable fee for use of such technology.
7. The Association shall be granted two (2) days of Association leave each school year. The Association President shall notify the Superintendent or designee as far in advance as possible of the purposes, dates, and person(s) who will be using the leave.

ARTICLE V – NEGOTIATION PROCEDURES

A. DEFINITIONS

1. Negotiation shall mean conferring, discussing, and negotiating in good faith by the Board/Administration and the Association in an effort to reach agreement with respect to matters of concern to the Board and the Association.
2. Good Faith involves coming to the negotiations table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good Faith requires that the Board/Administration and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one party, that party is obligated to respond with rationale.

Good Faith requires parties to recognize negotiations as a shared process. The obligation of the Board/Administration and the Association to meet for the purposes of negotiations does not compel either party to agree to a proposal or require the making of concession.

3. When used in this agreement: School shall mean any work location; Administrator shall mean the Superintendent and his/her management team; Teacher shall mean anyone covered in the recognized bargaining unit; Association Representative shall mean the agent of the Association at any work location; Association Designee shall mean any person assigned by the Association to handle a particular case; and Day shall mean work day unless otherwise stated.

B. INTENT TO NEGOTIATE

Ninety (90) calendar days prior to the expiration of the agreement, the President of the Association shall notify the Board of Education or their designated representative, in writing, of the intent to open negotiations.

C. NEGOTIATIONS TEAM

Each negotiation team shall consist of the following:

1. Association Team – up to five (5) Association Members and Association President or the President’s designee. The Labor Relations Consultant (LRC) shall be a part of the association team when requested by the Association President.
2. Board Team – Two (2) Board Members, and three (3) participating members of the Board’s choice.
3. Observers may interchange with members of the team only during caucus.

D. POWER AND AUTHORITY

While no formal Agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. OFFICIAL NOTES

The teams will use the sign-off format for recording agreement.

F. FINANCIAL INFORMATION

1. The Board will require its central office to furnish the Association’s Negotiating Team, via the Association President, public documents concerning the operation of the School District upon request at a cost of 10 cents per copy for 8-1/2” x 11” pages and 20 cents per copy for 11” x 17” pages. The Association President shall submit, in writing, to the Superintendent the documents requested. There shall be a turnaround time of not more than ten (10) working days for the requested information.
2. The Association agrees to furnish pertinent information on its proposals to the Board’s negotiating team to support their development of sound programs for the School District. The Board’s representative will furnish pertinent information on any items it initiates.

G. NEGOTIATIONS LIMITS

1. A limit of sixty (60) days shall be spent in negotiations. The sixty (60) days shall begin with the first session, which shall be held no later than ten (10) days from the date of formal notification to negotiate, and at which session, formal, detailed proposals shall be exchanged by both sides. After these proposals have been exchanged, no other items shall be added to those for consideration, unless otherwise agreed to by the parties.
2. If negotiations have not concluded within the allowable period, impasse will automatically be declared and the unresolved issue(s) will be submitted to mediation according to Section I of this Article.

H. AGREEMENT

1. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted as a complete package to the Association for its ratification and the Board for approval. The Association President shall notify the Superintendent within fifteen (15) days of the Association's action. Once ratified by the Association, the Board shall take action within thirty (30) days. When approved, in accordance with the provisions of this section, this agreement shall be signed by both parties and shall become effective according to the terms and the date signed.
 - a) Upon final approval by both parties, two (2) copies of the total agreement shall be signed. Both parties shall retain a copy of the Agreement, which shall be binding on both parties.
 - b) The Board shall be responsible for typing the final agreement. However, the Board and the Association shall share the cost equally for the typing. A time sheet shall be maintained by the secretary for all hours worked.
 - c) All present language unless deleted or modified will be incorporated into a successor agreement at such time the new agreement is ratified and approved.

I. IMPASSE

1. In the event agreement is not reached after sixty (60) days from the filing of the notice to negotiate, either party shall have the right to request assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS), and such request shall be deemed a joint request. In the event the services of a mediator are called upon, the mediation process shall last for a maximum of thirty (30) days unless mutually agreed otherwise.
2. Should the mediation process not produce agreement within thirty (30) days, the parties shall request the appointment of an arbitrator through the American Arbitration Association. The parties shall select an arbitrator according to the American Arbitration Association's Voluntary Rules.
3. The arbitrator shall have the authority to hold hearings and to confer with the parties or their representatives in any manner he/she deems appropriate. The arbitrator shall transmit his/her written findings of fact and recommendations on the unresolved items at the earliest possible time to the negotiation teams. It is agreed by the parties that the recommendation of the arbitrator is not binding on either party except as set forth hereafter and is of an advisory nature only. Each party shall pay one-half (1/2) the cost of the arbitrator.
4. Within seven (7) days of receipt of the arbitrator's finds of fact and recommendations, the Association and the Board shall both consider and vote on the recommendations. The Board shall vote on the arbitrator's recommendations in a public meeting and may reject them by a three-fifths (3/5) vote of its total membership. All members of the Association who are present at a meeting held for said purpose may vote on the arbitrator's recommendations by secret, written ballot. The recommendations may be rejected by a three-fifths (3/5) vote of the total membership of the Association. For purposes of this section, "Membership of the Association" shall be defined as it is in *ORC* 4117.14 as interpreted by SERB. The tally and results of the association's vote shall be certified to the Board President in writing by the Association President within twenty-four (24) hours of the balloting. The ballots shall be retained by the

Association for at least six (6) months following the vote and shall be made available to any representative of SERB upon request. If neither rejects the recommendations by the required three-fifth (3/5) vote, the recommendations shall be deemed agreed upon as the final solution of the issues submitted and a collective bargaining agreement shall be executed between the parties, including the recommendations except as otherwise modified by the parties by mutual agreement.

5. If either party rejects the arbitrator's recommendations, then the arbitrator's findings of fact and recommendations shall be made public and the parties may continue to meet in an attempt to resolve the issues still in dispute.
6. If the parties are unable to reach agreement by the expiration date of their collective bargaining agreement or any extension thereof to which they have mutually agreed, the employees in the bargaining unit represented by the Association shall have the right to strike provided the arbitrator's findings of fact and recommendations have been made public and further provided that the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board as required by 4117.14 of the *Ohio Revised Code*.

ARTICLE VI – GRIEVANCE PROCEDURE

GRIEVANCE POLICY. The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employee's members can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all employees of the bargaining unit and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure. The grievance shall not be made a part of the grievant's personnel file.

- A. **GRIEVANCE DEFINED.** A grievance is an alleged violation, misinterpretation or misapplication of the master contract or conditions of employment.
- B. **PURPOSE AND OBJECTIVES.** The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner and that all meetings shall be private and hearings shall be in executive session.
- C. **RIGHTS OF THE GRIEVANT AND THE ORGANIZATION.** The Association will designate one or more representatives for processing grievances. The name of the designated representative/s shall be given to the Superintendent when they have been named.
 1. A grievant shall appear in his/her own behalf and be represented at each level of the grievance procedure. No grievance meeting or adjustment of a grievance shall take place without the presence of the Association. Further, no grievance solution shall be made without the knowledge of the Association.
 2. The President of the Association shall receive prior notice of each meeting held to resolve a grievance. Decisions rendered at each level will be made in writing on the forms hereto attached setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.
 3. Level 4 hearings shall be structured so that due process under the circumstances and representation is accorded both sides. Each hearing shall have provisions for: initial

presentation of grievant's case, cross-examination and/or questioning and final summaries, with either party having the right at its option to waive any or all of the foregoing.

4. Meetings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
5. The Association shall have the right to file a grievance, if the subject matter involved concerns the Association, its officers, representatives of the Association or two (2) or more members of the bargaining unit.
6. Nothing in this contract shall bind the Association from limit or prohibit exercising discretion at any level of the grievance procedure. A grievance may be withdrawn at any level without prejudice or record.

D. RIGHTS OF THE ADMINISTRATION. Administrators may have the right of counsel or representation at any level.

E. PROCEDURE

1. LEVEL 1. Prior to the filing of a grievance the grievant and association representative shall first discuss his/her/their grievance with the appropriate administrator with the objective to resolve the grievance informally. The aggrieved person(s) shall state to the administrator at the start of the conference that this is Level One of the grievance procedure.
2. LEVEL 2. In the event the aggrieved person(s) is/are not satisfied with the disposition of the grievance at Level One, the grievant(s) may file a grievance in writing with the involved supervisor on the prescribed form. Upon receipt of the grievance, the involved supervisor, within five (5) workdays after receiving the claim, will then schedule a meeting at the time and place mutually agreeable, to investigate the claim. The meeting should include the involved supervisor in interest, the aggrieved person, Association representative(s), and any other person who may be needed to give information as to the claim. Within five (5) workdays following the meeting, the involved supervisor will render a written decision based upon the circumstances of the case. In the event no decision is forthcoming within the prescribed time, the grievance will be advanced to Level Three.
3. LEVEL THREE. In the event that the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, the employee/member(s) may then appeal within five (5) workdays, the grievance to the Superintendent.

The Superintendent, within five (5) workdays shall schedule a meeting concerning the grievance. The Superintendent shall make a written decision within ten (10) workdays of such meeting. In the event no decision is forthcoming in the prescribed time, the grievance will be advanced to Level Four.

4. LEVEL FOUR. In the event that the aggrieved person(s) is/are not satisfied with the disposition of the grievance at Level Three, the aggrieved person(s) may then initiate the grievance at Level Four within five (5) workdays.

The grievance shall be initiated at this level by communicating the grievance, in writing, to the President of the Board, the Treasurer, and Superintendent. The Board shall conduct a hearing on

the grievance at its next regularly scheduled Board meeting. Within ten (10) work days of such hearing, the Board shall deliver its written decision to the grieving party. The hearing shall be in executive session.

5. LEVEL FIVE. Binding Arbitration. If the Association and the grievant are not satisfied with the disposition of the grievance at Level Four, the Association shall notify the Superintendent of its desire to appeal the issue to Arbitration within fifteen (15) days after receipt of the Level Four reply.

The Arbitrator shall be selected from a list submitted to both parties by the American Arbitration Association and in accordance with the voluntary rules and regulations of the AAA.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of the agreement, **or** to make any award, which is inconsistent with this agreement or contrary to law. The decision of the arbitrator shall be binding on the grievant, the Association and the Board, and shall not be the basis of depriving either party of any rights under the law. The Board of Education shall take necessary action to implement the Arbitrator's award at the next regular board meeting following receipt of the award.

The cost of the arbitrator's services shall be shared equally by the Association and the Board. All expenses incurred by the representatives of the parties shall be the responsibility of the party incurring the expense.

F. TIME LIMITS.

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
2. If any grievance is not initiated within fifteen (15) workdays after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance may not be presented as such. However, if a condition is recurring, the fifteen (15) workday's time limit will be applied to the most recent occurrence.
3. All grievances must be appealed to the next formal level within the time limits cited. Failure to do so shall deem the grievance settled on the basis of the disposition at the present level. Failure of the Board to respond within their time limits shall advance the grievance to the next level automatically.

ARTICLE VII – FAIR PRACTICES

A. Rights of Individuals

Nothing in this document will prohibit any certificated/licensed employee from presenting views, proposals, or grievances to the Superintendent or the Association's members in accordance with established procedure. Negotiations, however, will be conducted according to this document. Members of the bargaining unit may present grievances and have them adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment.

B. Non-Discrimination

No provision of this document will discriminate against a certificated/licensed employee because of membership or non-membership in the Association or because of his/her race, age, marital status, disability, handicap, sex, or religious beliefs.

C. Personal Files

1. Files will be handled according to ORC 149.43.
2. If a teacher has completed three (3) successful years of teaching following the placement of critical material in his/her file, the teacher may request that his/her file be reviewed and upon mutual agreement of the teacher and the current principal and Superintendent, said material shall then be removed from the file and destroyed. No anonymous material shall be placed in a teacher's files, nor be made a matter of record. Letters of commendation or praise shall be included in a teacher's personal file.

ARTICLE VIII – TASK FORCE [Labor Management Committee (LMC)]

The Task Force Labor Management Committee (LMC) is a group of administrators, teachers and other staff dedicated to improving the quality of education for Ansonia students.

The Task Force Labor Management Committee (LMC) shall meet to discuss issues of concern to either party.

Meetings shall be scheduled in a timely manner at the request of either party.

The Task Force shall meet as determined by the Superintendent and Association President to address concerns and develop goals. The groups at times may call in experts to gain information in order to make well-informed recommendations.

The goals and recommendations of this group, while not binding, are to be seriously considered all parties involved since they reflect sincere efforts to improve our school.

The membership of the Task Force will consist of Administrators, the Guidance Counselor, and teacher members appointed by the Association President. Three (3) elementary school, two (2) middle school and three (3) high school teachers will be appointed to serve in this group.

When this group's work culminates in a written report, copies will go to the Administrators, the Board and the AEA.

ARTICLE IX – EVALUATION of PROFESSIONAL STAFF

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Professions" as set forth in State law.

The Ansonia Board of Education adopts the Ohio Teacher Evaluation System (OTES) model as approved by the State Board of Education. (Appendix A.)

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with Ansonia Education Association (AEA), and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the AEA, and for the express purpose of recommending necessary changes to the Board for the appropriate revision to this policy.

Legal References: 3319.111; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB316 (September 24, 2012)

Definitions

“Teacher”—This policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2013 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

This teacher evaluation policy does not apply to substitute teachers or instructors of adult education. Teachers who do not fit into one of the above categories will receive a summative evaluation that takes the following items into consideration: Goal Attainment, Performance of Job Responsibilities, Observations and Walkthroughs.

Credentialed Evaluator

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education. Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment. ORC Section 3319.111 (D).

The Board shall authorize the Superintendent and the AEA to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. A Memorandum of Understanding (MOU) will be used if needed for outside credentialed evaluators.

Core Subject Area

Core Subject Area means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

Student Learning Objectives (SLOs)

Student Learning Objectives include goals identified by a teacher or group of teachers that identify expected outcomes or growth targets for a group of students over a period of time.

Shared Attribution Measures

Shared Attribution Measures encompasses student growth measures that can be attributed to a group.

Value-Added

Value-Added refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

Vendor Assessment

Vendor Assessment refers to student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessment, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Proficient, Developing or Ineffective. An effectiveness rating is based on the following two categories: (1) Teacher performance and (2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty percent (50%) will be attributed to measures of student growth.

Annually, the Board submits to the Ohio Department of Education, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, and any personally identifiable information about any teacher reported in compliance with this provision cannot be required.

Formal Observation and Classroom Walkthrough Sequence

Teachers are evaluated on at least two formal observations and periodic classroom walkthroughs **each school year**. A formal observation shall last a minimum of thirty (30) minutes.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least **three** formal observations in addition to periodic classroom walkthroughs.

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. All subsequent observations will be unannounced.

A post-observation conference shall be held no later than ten (10) days after the observation.

There shall be at least two (2) weeks between formal observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment and shall be at least five (5) consecutive minutes but not more than twenty (20) consecutive minutes. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough. A final debriefing and completed form must be shared with the employee within three (3) days after the walkthrough.

Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. A teacher who has been granted a continuing contract by the board of education and who receives a rating of **"Accomplished"** on his/her most recent evaluation shall be evaluated **every other school year**. As agreed upon by the Superintendent/principal and Accomplished teacher, pursuant to this policy and Board resolution, the Board shall approve projects recommended by the Superintendent/principal that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one formal observation.

Formal Observation Procedure/Teacher Performance Calculation

The 50% teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plans, observations, walkthroughs, and conferences) to determine a teacher performance rating. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. Understanding student learning and development and respecting the diversity of the students they teach;

- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

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

Classroom Walkthrough Procedure

Data gathered from the walkthrough will be recorded on the Teacher Walkthrough Form (Appendix C. Walkthrough Program Manager).

Student Growth Calculation

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES). For the purpose of this policy, **student growth** means the change in student achievement for an individual student between two or more points in time. It is important to note that a student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth. This component of the evaluation includes, where available, one or more of the following:

- a. Teacher-level value-added data (or alternative student academic progress measures if adopted under ORC 3302.03 (C) (1) (e))
- b. ODE approved assessments
- c. And/or locally-determined measures; in accordance with State law and State Board of Education requirements.

When available, value-added data or an alternative student academic progress measure if adopted under ORC 3302.03 (C) (1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subject for which the value added progress dimension is applicable.

Until June 30, 2014, if a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the majority of the student academic growth factor of the evaluation shall be based on the value-added progress dimension. On or after July 1, 2014, the entire student academic factor of the evaluation for such teachers shall be based on the value added progress dimension.

For teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available, the evaluation shall be based on the shared attribution of Ansonia Local

Schools for twenty-five percent (25 %) and twenty-five percent (25 %) for approved vendor assessments and/or teacher-level data.

For teachers instructing in areas where no teacher-level value-added or approved vendor assessment is available, the evaluation shall be based on the shared attribution of Ansonia Local Schools for twenty-five percent (25%) and twenty-five percent (25 %) for Student Learning Objectives.

Shared attribution will be the district level value-added score.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessments(s), Growth Targets, and Rationale for Growth Targets. When new SLOs are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLOs is set forth in Appendix A of the District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the Evaluation Matrix in Appendix A (ODE Teacher Evaluation System) page 9.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. The evaluation report should be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the Evaluation Matrix, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those

available to the Board for that purpose, utilizing the components set forth in the Teacher Evaluation Form (Appendix B, page 4).

- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the Teacher Evaluation Form, (Appendix B, page 4).
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the Teacher Evaluation Form, (Appendix B, page 6).

A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth and shall include

1. Specific performance expectations, resources and assistance to be provided
2. Timelines for its completion
3. Monetary, time, material, and human resources.

Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two (2) of the three (3) most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education. No teacher shall be responsible for the cost of taking an examination set forth above.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy. The following may be grounds for termination of a teacher pursuant to R.C.3319.16:

- Failing to complete all required written examinations under this section;
- A failing score on a written examinations(s) taken pursuant to this section;
- A rating of ineffective on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- Failure of a teacher to complete the required professional development.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board will support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

“Retention” for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renewal limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluations(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

“Promotion” as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated in evaluations.

“Poorly Performing Teachers” refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

“Comparable Evaluations” Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of “Ineffective,” “Developing,” “Proficient,” and “Accomplished.”

The Board shall consider additional factors in making retention and promotion decisions such as but not limited to the following:

- Dual Enrollment Qualifications
- Dual Licensure
- Reading Endorsement
- Masters or Higher Degree in Area of Teaching
- Extraordinary Accomplishments: National Board Certification, Master Teacher, etc.

- Academic Leadership Roles
- Specialized Training or Background
- Bilingual Teachers
- Documented Student Achievement Gains

Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through non-renewal or termination, when the following has been demonstrated pursuant to ORC 3319.16:

- a. Failure of a core subject area teacher required to take a written examination to pass such examination;
- b. Failure of core subject area teacher required to take a written examination to complete required professional development;
- c. Failure of core subject area teacher to complete all required written examinations;
- d. Receipt of an “Ineffective” rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development;
- e. Receipt by any teacher of two (2) consecutive evaluations with an “Ineffective” rating.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Ansonia Affiliated Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The board reserves the right to non-renew a teacher evaluated under this policy in accordance with ORC 3319.11 notwithstanding the teacher’s summative rating.

Due Process

A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Any violation of either procedural or substantive due process shall automatically require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

ARTICLE X – REDUCTION IN FORCE

A. RIF Policy

1. Any Reduction In Force will be in compliance with the collective bargaining agreement. If the Board determines it necessary to reduce the number of faculty positions under ORC 3319.17 or for financial reasons, the following procedures shall apply. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
 - a) All members of the faculty will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. No preference for seniority shall be given except when making a decision between teachers who have comparable board adopted evaluations over the past three years.
 - b) Seniority will be defined as the length of continuous services as a certificated/licensed employee under regular contract in this district.
 - 1) Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
 - 2) If two or more teachers have the same length of continuous service, seniority will be determined by:
 - the date of the Board meeting at which the teacher was hired, and then;
 - the date the teacher signed his/her initial employment contract in the district, and then by;
 - any remaining ties will be broken by lot.
 - A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure. Any such election must be made within ten (10) days from the time the teacher is notified in writing he/she will be affected.
 - c) Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure. Any such election must be made within ten (10) days from the time the teacher is notified in writing he/she will be affected.
2. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction. Teachers on the recall list will have the following rights:
 - a) No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.

- b) Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
 - c) If a vacancy occurs, the Board will send a certified announcement to the first known address of all teachers on the recall list who are qualified according to those provisions. It is the teacher's responsibility to keep the Board informed of his current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven calendar days, or who declines to accept the position, will forfeit all recall rights.
 - d) A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he enjoyed at the time of layoff.
3. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

ARTICLE XI – WORKING CONDITIONS

A. Teacher's Year – The teaching staff's regular contract year will consist of the following:

1. One hundred eighty (180) student days.
2. Four (4) days for professional meetings and workdays.
 - a) Programs/Meetings will not be scheduled past noon of the first teacher workday each school year. Programs and schedules for the remaining professional meeting days and workdays will be determined in consultation with the Task Force.
3. Staff new to the District may not have more than five (5) days for professional meetings/workdays.

B. Length of Teacher Day

1. The normal teacher workday shall be no longer than seven and one-quarter (7-1/4) hours, inclusive of a thirty (30) minute, uninterrupted, duty-free lunch hour.
2. Part-time teachers will be given a written contract supplement specifying their hours of work, the length of their day and assigned responsibilities.
3. A three (3) hour delay may be used for fog or road conditions. In the case of road conditions, even if calamity days are not used already, if a level one emergency status is reached in time, the three (3) hour delay policy will be used. Bargaining unit members who have previously scheduled after school appointments that cannot be changed shall be permitted to attend those appointments with no loss of sick or personal leave as long as proper documentation is provided.

C. Planning Time

The schedule of each full-time classroom teacher shall include at least two hundred (200) minutes per week for instructional planning and evaluation and conferences. Each teacher shall have a minimum of 40 minutes planning time per school day. Any proposed waiver of all or part of this planning time shall be agreed to by the staff person(s) involved and the Principal, and notification will be given to the Association.

D. Required Meetings

During the months of September through May, the first and third Monday afternoons and/or evenings are to be kept open for various staff activities. An attempt will be made to schedule all local meetings on those two Monday nights. Meetings, which need or would benefit from parent or Board member input, should be held in the evenings. Although administrators may call a required meeting at other times, these will be of an emergency nature and will have the consent of the participants.

E. Integrating Special Needs Students

1. The Board recognizes the rights of regular and special area teachers to preserve the educational balance in their classrooms. The following may be used by the teachers who have or will have one or more special needs students included into their classes:
 - a) The receiving teacher(s) at the appropriate level have the right to be present at any placement committee meeting. This includes the annual IEP review.
 - b) The receiving teacher(s) can request a placement committee meeting at any time to review the student(s) placement. This meeting will take place promptly.
 - c) Teachers will not be responsible for any lifting, diapering, or toileting for any student.
 - d) Classroom teachers will not be required to administer medication to any student nor shall they be required to perform medical procedures or other such procedures of a physical nature such as catheterization, tube feeding, or similar procedures.

F. Substitutes

Every reasonable effort will be made to acquire certificated/licensed substitutes for absent teachers. A teacher shall not be required to cover an additional class unless the Superintendent or principal deems it necessary after making a reasonable effort to acquire a substitute. A teacher who acts as a period substitute and gives up his/her planning shall be paid ten dollars (\$10.00) per period. For the purposes of use of the above in the Elementary and in the Middle School, a "period" will be defined as the amount of time a teacher has for a conference period. In the High School, a "block" will be defined as two (2) periods.

G. Student Discipline

1. The Board and the administration will provide teachers with needed support in dealing with student discipline, in accordance with the current student discipline plan.

2. No adverse personnel action or reprisal of any kind will be imposed on a teacher for exercising her/his rights and responsibilities under law and/or under current student discipline policy.

H. Staff Development

The stipulations for meeting this requirement are:

1. The completed hours shall be at the personal expense of each participant and shall take place during non-school hours.
2. The hours for the current school year must take place between the last student day of the preceding school year and the last student day of the current school year.

Option A – Attend ten (10) hours of documented inservice that has the appropriate administrator’s approval between the Veteran’s Day of the current school year to Veteran’s Day of the following school year as credit toward the required ten (10) hours of documented inservice.

Option B – Attend five (5) hours of documented inservice that has the appropriate administrator’s approval between the last day of the current school year AND spend an additional (5) hours at school on Veteran’s Day and/or WOEa Day.

3. The inservice hours must be used to enhance the teaching assignment.
4. Staff Development Appraisal Form should be approved in advance of completion of staff development hours.

I Mentors

Bargaining unit members who serve as mentors for holders of the residence license or who serve as mentors for other mandated requirements shall receive release time for their duties.

J Technology Utilization

1. Staff members agree to follow the regulations set up by Board Policy for staff network and Internet Acceptable Use Policy (ADDENDUM I)
2. Teachers supervising students using the Internet shall take reasonable measures to assure that students are adhering to the usage agreement signed by the students and parents/guardians.
3. Teachers shall not suffer disciplinary action due to violation of Internet usage policy by students.
4. Internet usage agreements shall not deny staff members’ due process rights.

ARTICLE XII – HEALTH AND SAFETY

- A. The Board of Education believes that the employees of this District are entitled to function in an environment as free from hazards as can reasonably be provided. In this regard and in

accordance with law, the Board will provide reasonable and adequate protection to the lives, safety, and health of its employees in compliance with Federal and State laws and regulations.

The Superintendent shall be responsible for the maintenance of standards in the facilities to prevent accidents and to minimize their consequences. S/He shall designate an employee who shall conduct periodic audits of health and safety conditions within the facilities of the District and take appropriate action on any violations thereof to the Superintendent.

The Superintendent shall ascertain that the employees and students of this District are aware of their rights to an environment free of recognized hazards, that they are properly trained in safety methods, that protective devices and equipment are available to meet safety standards, and that proper rules and records are maintained to meet the requirements of the law and the regulation of the Public Employee Risk Reduction Advisory Commission.

In the event an inspection is made by a representative of the State, the Superintendent shall report the results thereof to the Board at the meeting following the receipt of the State report, and to the Association President.

- B. There shall be no reprisal, coercion, or discrimination against any employee for reporting any unsafe or unhealthy working condition, or for refusing to work in an unsafe environment or to perform unsafe tasks.
- C. Health or safety concerns of a non-emergency nature are appropriate topics for the task force.

ARTICLE XIII – CLASS SIZE

- A. The Board will strive to meet State Department of Education guidelines on class size.
- B. Class Size Procedure
 - 1. There shall be a standing Class Size Resource Committee formed for the purpose of developing and providing resource information on the sizes of classes in Ansonia Local Schools and to hear concerns of administrators and/or teachers. Said committee will consist of four (4) administrative/board designees and four (4) AEA members. The AEA President and the Superintendent shall each assign their respective members. It is recommended that such members represent various grade levels, departments, counselors, etc.
 - 2. Said committee shall meet annually in September.
 - 3. When a teacher or administrator identifies a potential classroom at risk, said teacher and building administrator shall initially have a conference to resolve the problem. If no resolution is satisfactory to both parties, the problem may be presented to the Class Size Resource Committee for recommendations. If no recommendations are satisfactory to both parties, the problem will be presented to the Superintendent for resolution.

ARTICLE XIV – PUBLIC COMPLAINTS

The Board has a responsibility to protect the freedom of inquiry at Ansonia Schools, and to protect its staff from unwarranted complaints.

It is the policy of the Board to rectify any misunderstandings between the public and the professional staff by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences that more formal procedures shall be employed.

Complaints reaching the Board, Board members, and the administration shall be returned to the Superintendent for consideration according to the following procedure.

A. Matters Regarding A Professional Staff Member

1. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other criminal allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

2. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's principal.

3. Third Level

If a satisfactory solution is not achieved by discussion with the principal, a written request for a conference shall be submitted to the Superintendent. This request should include:

- a) The specific nature of the complaint and a brief statement of the facts giving rise to it;
- b) The respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
- c) The action which the complainant wishes taken and the reasons why it is felt that such action be taken.

A copy of the complaint will be provided to every professional staff member mentioned in the complaint. The teacher(s) shall, upon request, meet with the Superintendent to discuss the complaint and may be accompanied in such meeting by an Association representative.

4. Fourth Level

- a) Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a hearing by the Board.
- b) The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision and grant a hearing to both the complainant and

to the professional staff member who may be accompanied by an Association Representative.

- c) The complainant and the professional staff member shall be advised, in writing, of the Board's decision, no more than ten (10) work days following the hearing.

B. Matters Regarding Instructional Materials

If the complaint relates to instructional materials such as textbooks, library books, reference works, and other instructional aids used in the District, the following procedure shall be followed:

1. The criticism is to be addressed to the principal, in writing, and shall include:
 - a) Author;
 - b) Title;
 - c) Publisher;
 - d) The complainant's familiarity with the material objected to;
 - e) Sections objected to, by page and item;
 - f) Reasons for objection.The professional staff member involved in use of the material will be notified of the complaint.
2. Upon receipt of the information, the principal shall, after advising the Superintendent of the complaint, and upon the Superintendent's approval, appoint a review committee which may consist of:
 - a) One (1) or more Principals;
 - b) One (1) or more Board members;
 - c) One (1) or more lay persons knowledgeable in the area;
 - d) One (1) or more teachers in the grade level or subject area involved.
3. The Superintendent shall be an ex officio member of the committee.
4. The committee, in evaluating the questioned material, shall be guided by the following criteria:
 - a) The appropriateness of the material for the age and maturity level of the students with whom it is being used.
 - b) The accuracy of the material.
 - c) The objectivity of the material.
 - d) The use being made of the material.
5. The material in question may be withdrawn from use pending the committee's recommendation to the Superintendent.

6. The committee's recommendation shall be reported to the Superintendent in writing within twenty (20) business days following the formation of the committee. The Superintendent will advise the complainant and the professional staff member involved, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.
7. The complainant may appeal this decision, within thirty (30) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.
8. The Board shall review the case and advise the complainant, and the professional staff member, in writing, of its decision within five (5) business days.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

ARTICLE XV – VACANCIES/TRANSFERS

During the school year, bargaining unit members will be informed of job vacancies by posting a list of said vacancies of teaching and administrative positions in the workroom.

Posting will be within five (5) workdays after the Superintendent receives the resignation or knows of the vacancy. Exceptions will be made when any administrator or teacher requests that notice of their resignation be withheld until after the Board takes official action on the resignation.

Members desiring to be notified of vacancies occurring in their certification/licensure area during the summer months shall indicate such on the personnel plans form provided in the spring of each year. Any member interested in a posted vacancy shall indicate in writing to the listed contact person within five (5) days of the vacancy letter's postmark.

A currently employed teacher holding the appropriate certification/license may apply for a position posted as a vacancy, and will, upon request, be granted an interview for the position. First priority in filling vacancies will be given to present staff members.

ARTICLE XVI – DRUG FREE WORKPLACE

- A. All employees shall receive a copy of the Board-adopted resolution regarding a drug-free workplace.
- B. All employees shall refrain from the use, manufacture, distribution, or possession of controlled substances or alcohol while in the workplace. The employer shall provide a drug-free awareness and education program for all employees.
- C. For the purposes of these provisions, the following definitions shall apply:
 - “1. Drug abuse offenses” shall be defined as the unlawful possession, use or distribution of controlled substances and alcohol.

“2. Work Place” is defined as any area under the control of the school district or at any school sponsored activity regardless of location.

- D. An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause. For the purpose of this section, the initial disciplinary action shall be the completion of an appropriate rehabilitation program provided by the employer. Subsequent offenses may result in further just cause discipline.
- E. Any employee convicted under a criminal drug statute of an offense occurring in the workplace must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.
- F. Substance and alcohol abuse records shall be made a part of the employee’s medical records, and shall not be a part of the general personnel file.

All reports of alleged violations, all aspects of the due process hearing(s) and all aspects of the rehabilitation discipline shall be treated as “highly confidential”.

- G. The Task Force shall plan and develop the drug-free awareness and education program.

ARTICLE XVII – REGULAR TEACHING SALARIES

Full-time and part-time teachers who are employed by the Board of Education shall be paid an annual salary according to the adopted salary schedule and as per the master agreement. The Board shall give teachers a written individual annual salary notice. The purpose of which is to confirm proper placement on the negotiated salary schedule. A teacher will be placed on the Salary Schedule per the appropriate educational level column, as indicated by official college transcripts and records.

ARTICLE XVIII – SALARY AND SALARY SCHEDULE

- A. Payroll will consist of **24** equal installments with the first payroll being three weeks after a staff member commences work, beginning in the 2010 – 2011 school year. Require all employees to use direct deposit with email notification beginning in the 2010 – 2011 school year. In the event email is unavailable, paper copies may be requested. If a payroll date falls on a holiday or vacation, payroll will be distributed and/or mailed not earlier than the Board’s payroll account depository closing hour on the day prior to the regular payroll date.
- B. Professional dues authorized for payroll deductions may be deducted from the remaining payrolls falling on or after October 1 but before the date of June 30 of each year. Dues deducted will be paid to the designated professional organizations but in no case will payment be made prior to the payroll deductions. The Association wishing to have its members’ dues deducted will submit a typed list of the members with their signature authorizing such deduction. This list will be submitted to the Treasurer fourteen (14) days prior to the first scheduled deductions.

The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any authorization for dues deduction submitted by the Association to the Board.

- C. All lists of organizations available for payroll deduction in this section will be updated by the Board annually.

1. Annuities are available for payroll deduction, a list of current companies is available upon request (additional programs need three (3) members):

Annuities will be deducted from an employee's regular salary on the written request of the employee provided such request is made fourteen (14) days before the start of the employee contract year. Annuity deductions will be limited to the companies listed above.

2. Other payroll deductions will be:
 - a) Retirement payments required by state or federal law.
 - b) Income tax and other assessments required by federal, state or local regulations.
 - c) United Way assessments of not less than \$2.00 per pay period upon employee's written request. All requests must be made fourteen (14) days prior to the start of the first scheduled deduction.
 - d) Wright-Patterson Credit Union
3. Cancer Insurance – is available upon request, at employee's expense. (minimum of three (3) employees each)

D. The schedule of payroll deductions will be:

1. Annuities – first and second payrolls of each month.
2. Professional Dues – each payroll of October through June 30.
3. Medical Insurance – First and second payroll of each month.
4. Retirement and Taxes – all payrolls of each month.
5. Wright-Patterson Credit Union – all payrolls of each month

ARTICLE XIX – EXTRA DUTY SCHEDULE

- A. The extra duty percentage schedule for employees covered under this agreement will be as set forth in ADDENDUM B attached hereto.
- B. Guidelines:
 1. An Extra Duty Study Committee will be established to meet as needed at the request of either party.
 - a) Purpose:
 - 1) To review the existing extra duty schedule.
 - 2) To review the percentage rate for any new extra duty position.
 - b) Committee Personnel (Convened by the Superintendent)

- 3 Association members appointed by AEA President
- 2 Board members
- 1 Administrator and/or Superintendent
- 1 Parent (to be mutually agreed upon by above Committee Personnel)
- 1 Athletic Director

c) Records

Minutes of each meeting will be kept on file; written findings and recommendations will be provided to both the Association and Board for possible negotiation.

2. The Board reserves the right to add new positions with percentages if the need arises.
3. Any percentage increases or new positions which either the Association or the Board wishes to negotiate at the end of the current contract, along with any position and/or percentage rate added by the Board, will be reviewed by the Extra Duty Study Committee before negotiations begin. A written report of the Extra Duty Study Committee findings and recommendations will be provided to the Association, the negotiating teams, and the Board.
4. Position deletions and/or lowered percentage rates may not be considered and/or made unless by mutual agreement of the Extra Duty Study Committee, the Board and the Association, except during the negotiation period.
5. It is understood that in the event there are not enough students participating in any given activity, as determined by the Administration, the Extra Duty percentage for that position will not be paid.

C. Statements of Clarification for Extra-Duty Salary Schedule

1. To determine placement on the Extra-Duty salary schedule, personnel will be credited with years of experience they have earned in an activity or sport. If, at a later date, the employee accepts another extra duty position on the schedule, (s)he will be placed at the beginning salary in that activity or sport. (Example: Jane Doe has coached the 7th grade volleyball and 9th grade volleyball and has accepted the varsity volleyball position. She will be credited with all her volleyball experience on the varsity volleyball schedule. However, if she later accepts the National Honor Society advisor or 7th and 8th grade girls track positions, she will be placed at the beginning step of that schedule).
2. Any extra-duty personnel coaching two sports in a given season will receive the salary of the highest paying sport plus the salary of the lowest paying sport.
3. Extra-duty personnel will be paid once a month during the months listed on the attached pay schedule.

ARTICLE XX – SEVERANCE PAY

- A. Severance pay will be a one-time, lump-sum payment to eligible employees according to the sections of this item.
- B. An employee’s eligibility for severance pay will be determined as of the final date of employment according to the following criteria:

1. The individual retires from the school system.
 2. An individual must notify the Superintendent by May 1 of their intent to retire, unless a special circumstance is approved by the Superintendent.
 3. The individual has retirement-disability or service retirement under any state and/or federal system in the State of Ohio.
 4. The individual must be eligible for disability or service retirement as of the last day of employment.
 5. The individual must, within 120 days of the last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check.
 6. The individual must sign for severance check certifying that all eligibility criteria has been met.
- C. The amount of benefit due an employee will be $\frac{1}{4}$ accrued but unused sick leave up to 60 days. In the event of death, the amount of benefit due an employee will be $\frac{1}{4}$ days accrued but unused sick leave. In the event of death where an employee has confirmed retirement eligibility from the STRS and a written intent of retirement has been submitted to the Superintendent, the deceased teacher's estate shall receive death benefits equivalent to the severance pay due on retirement. The Ansonia Board of Education proposes the severance language will occur in 2016-2017 school year, to allow for staff to earn additional days to maximize earned sick days.
- D. Receipt of payment for accrued but unused sick leave will eliminate all sick leave credit accrued by the employee.

ARTICLE XXI – CONTRACTS

A. Supplemental Contracts

Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties, shall be employed on “supplemental contracts”. A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board. An incumbent may be continued in a supplemental position without posting.

B. Non-Renewal of Limited Contracts

A teacher whose limited contract for regular teaching duties is expiring shall be deemed re-employed for the successive school year unless;

1. The Board adopts a resolution in public session of its intention not to renew the employment of that teacher; and
2. The Superintendent mails written notice of the non-renewal by certified mail, return receipt requested, to the teacher at the address appearing for that teacher on the Treasurer's records. It is the responsibility of each teacher to keep a current address on file with the Treasurer and

to make any necessary changes therein. Timely mailings of the notice of non-renewal shall be the Board's only obligation in serving such notice.

3. Timely mailing of notice shall be no later than April 30.

C. Return of Contracts

A timely return of contracts is encouraged by the Board of Education. Such return will reflect on the willingness of the employee in fulfilling duties as prescribed by the Board of Education. Any contract which has been approved by the Board of Education and not returned to the Treasurer's office properly signed by the employee shall be void if not returned within ten (10) days of the postmark due or of the date received.

D. Employment of Retired Teachers

The following provisions will apply to the rehire of staff members who have retired from Ansonia Local Schools, or otherwise retired under the State Teachers' Retirement System and expressly supersedes all relevant provisions of the Ohio Revised Code, including but not limited to 3319.11 and 3319.111 and all other applicable Ohio statutes.

- a. Re-employment The parties are committed to recruiting and hiring the best qualified teachers to fill vacancies. Rehire of retired teachers is not automatic, but will be guaranteed for the first year, a teacher chooses to retire then rehire. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as part of the selection process.
- b. Break in Service and Seniority Retirement of a teacher from the District will be considered a break in service, and a teacher who is later rehired will be considered a newly hired teacher with no system seniority.
- c. Placement on Salary Schedule A retired teacher who is rehired will be given credit for seven (7) years of service for purposes of placement on the salary schedule at present education level. This provision expressly supersedes Ohio Revised Code 3317.13 and other applicable laws.
- d. Contract This paragraph expressly supersedes Ohio Revised Code 3319.09 and 3319.11 and other applicable laws.
 - (1) A retired teacher who is rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the teacher, or without the necessity of Board action. Such staff member shall not be deemed re-employed when notice of non-renewal is not given. Any further employment of the teacher will be pursuant to paragraph A of this Section.
 - (2) A retired teacher who is rehired will not be eligible for a continuing contract.
- e. Evaluation A retired teacher who is rehired will be evaluated in accordance with evaluation policy in place for all certified staff.
- f. Severance Pay If retiring from Ansonia Local Schools, a teacher must take severance pay at the time of retirement, payable upon agreed terms between teacher and Ansonia Local Schools Board of Education.

- g. Sick Leave A retired teacher who is rehired will begin employment with zero (0) days of accumulated sick leave and will accrue and accumulate sick leave in accordance with the provisions of the Ohio Revised Code. Such teacher is not eligible to convert sick leave to severance pay upon subsequent retirement. This provision expressly supersedes Ohio Revised Code 124.39 and all other applicable laws.
- h. Other Fringe Benefits Retired teachers who are rehired will receive retirement contributions, insurance, personal leave and any all other fringe benefits not specifically addressed in this memorandum in accordance with this Agreement.
- i. Applicability of Other Contract Provisions Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired teachers who are rehired.

ARTICLE XXII – ELIGIBILITY FOR CONTINUING CONTRACT STATUS

Teachers shall be eligible for a continuing contract status in accordance with ORC 3319.08 who have taught for at least three years in Ansonia Local Schools, unless they have taught in another school district under a continuing contract. If the teacher previously held a continuing contract, the Board may grant a continuing contract after two years of employment with the Ansonia Board of Education.

A teacher will be considered for a continuing contract at the end of the contract year in which he/she becomes eligible upon written request by the employee. Written request must be given to the Superintendent or his/her designee by September 15 for the current school year. Teachers must meet the following:

Any teacher holding a professional educator license who has completed one of the following:

- (1) If the teacher did not hold a masters degree at the time of initially receiving a teacher’s certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
- (2) If the teacher held a masters degree at the time of initially receiving a teacher’s certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

ARTICLE XXIII – SICK LEAVE

- A. Sick leave will be granted at the rate of 1-1/4 days per month.
- B. Employees may accumulate either by transfer and/or by earning up to and including 260 days.
- C. Absences which sick leave may be used for are defined in ORC 3319.141.
- D. Leave to attend the funeral of an immediate family member shall be limited to five (5) consecutive days per occurrence.

- D. The immediate family shall be defined as the teacher's mother, father, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, wife/husband, child (includes foster and step), brother-in-law, sister-in-law, aunt, uncle, niece, nephew, first cousin, and any dependent.
- E. Effective at the beginning of the 2013-2014 school year, and based thereafter on a school year, attendance incentives shall be as follows:
 - a. 100% attendance \$175.00
 - b. One day missed \$125.00
 - c. Two days missed \$100.00

Attendance incentives shall be payable (in a separate check) with the first check after the completion of the school year.

Approved conference, professional, and supplemental leaves count as days of attendance. Checks shall be in the full amount as indicated.

F. Sick Leave Pool

1. The purpose of this pool shall be to provide a certificated/licensed staff member paid leave for catastrophic illness or injury to themselves, their spouse or dependent(s) when their sick leave and other paid leaves have been exhausted. Leave from the sick leave pool in not intended for elective surgeries, based on doctor recommendation.
2. A joint committee consisting of three (3) staff appointed by the AEA President, and two (2) Administrators selected by the Superintendent will be formed to review and approve applications to draw days from the Sick Leave Pool.
3. Application to draw days from this pool shall be made on the appropriate form to the joint committee. The form will provide information as to the extent of injury/illness and the estimated date that the employee can return to regular employment. The committee may grant up to the maximum number of accumulated days currently in the pool.
4. The maximum days to be carried in the pool shall be 185 days per school year. Once the total accumulation in the pool drops below 100 days, the Association President shall solicit additional days from the certificated/licensed staff members in the district, provided they have not already donated their maximum number of fifteen (15) days in the current school year.
5. No employee, during the school year, may draw more than ninety (90) days from the pool.
6. The sick leave pool shall not be an alternative to disability retirement nor delay the application for disability retirement.
7. Should the employee granted sick leave days from the pool decide to retire, no days advanced from the pool shall be used in the calculation of severance pay.

G. Workers Compensation

The Board recognizes that employees may desire to work in the school buildings outside their normal work hours or workdays to effectively perform their duties. The Board will adhere to the

definition of an allowable injury included in ORC 4123.01 on worker's compensation. The Board reserves the right to dispute any suspected abuse involving a worker's compensation claim.

ARTICLE XXIV – PERSONAL AND PROFESSIONAL LEAVE

A. Personal Leave

1. Personal Leave in the amount of three (3) days yearly is provided employees for their use to take leave with pay subject only to the advance approval of the Superintendent or his designee. Employees who have at least one (1) day of personal leave remaining at the end of a school year, may carry over one (1) day of personal leave to the following school year, not to exceed a balance of four (4) days per year. Personal Leave Request Forms (Addendum E) must be completed and submitted to the Superintendent for approval in advance, before leave can be taken, except in emergency situations, as approved by the Superintendent or designee.
2. Personal Business Leave is defined as absence necessitated to conduct personal business including absence due to illness and/or death not covered by Board policies.
3. Personal Leave may be denied for days immediately before or after holidays or when the Superintendent deems it inadvisable to grant such.
4. Personal Leave not requested three (3) days in advance will only be approved in case of emergency.
5. Effective at the beginning of the 2013-2014 school year, and based thereafter on a school year, attendance incentives shall be as follows:
 - a. 100% attendance \$175.00
 - b. One day missed \$125.00
 - c. Two days missed \$100.00

Attendance incentives shall be payable (in a separate check) with the first check after the completion of the school year.

Approved conference, professional, and supplemental leaves count as days of attendance. Checks shall be in the full amount as indicated.

B. Professional Leave

1. Professional Leave Request Forms (Addendum D) must be completed and submitted to the Superintendent for approval in advance, before leave can be taken.
2. OEA Assembly is to be included as a Professional Day.

ARTICLE XXV – ASSAULT LEAVE

The member of the bargaining unit who is absent due to physical disability resulting from an assault which occurs during such member's course of employment shall be entitled to assault leave.

The following shall be used:

- A. Any case of assault on a professional staff member shall be reported as soon as reasonably possible to the building principal.
- B. No teacher shall be denied the right to notify the appropriate law enforcement agency at his/her discretion.
- C. A written report of all assaults on professional staff personnel will be made to the office of the Superintendent.
 - 1. To be eligible for assault leave, a member must apply for benefits under the Worker's Compensation statutes. The amount of such benefits, if any, shall be deducted from the member's per diem salary.
 - 2. The number of days granted as assault leave shall not exceed ten (10) days annually. Such leave shall not be deducted from sick leave.

ARTICLE XXVI – FAMILY AND MEDICAL LEAVE

- A. Notwithstanding other provisions of this agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this agreement agree that all benefits guaranteed by the act will be provided to employees covered by this agreement. Any alleged violations of the act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the act as provided by law.

- B. Eligibility

An employee must have one (1) year's service with the Ansonia Local School District and the required hours of work to be eligible for benefits under the act.

- C. Leave Provisions

- 1. Each eligible employee is entitled to and shall be granted upon request a combined total of up to 12 weeks of unpaid leave per fiscal year to care for a new child or a sick child, parent or spouse, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as for a newborn child.
- 2. Eligible employees must take FMLA qualifying paid sick leave granted by other provisions of the Agreement between the Board and Association, or granted by law, as such is available or applicable, in conjunction with any leave provided by this section. Any leave beyond 12 weeks in a fiscal year needed for the aforementioned combined purposes may be granted pursuant to other leave provisions of the Agreement between the Board and the Association, or may be available pursuant to law.
- 3. Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty (30) days notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.

4. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt his/her work unnecessarily.
5. At the time the individual learns that his/her situation requires an extended leave, the person will notify the Superintendent of the need for extended leave. FMLA leave will start at that point, regardless of prior sick leave used.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this article to the same or equivalent position he/she occupied prior to the leave.
2. The Board shall continue to pay the Board contribution to the current health insurance coverage for the employee while he/she is on leave under this article provided these insurances were in place for the employee at the time of the FMLA leave request.
3. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physician at the time of the leave request, at periodic intervals within the leave, and upon expected return to work of the employee as to the medical necessity for a leave under this article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that his/her presence is required to care for a seriously ill family member. This section shall be uniformly applied.

F. Return from Leave

If an employee takes a leave under the FMLA which is to terminate within the last three weeks before the end of a school term, and the leave is of more than five weeks duration, the Board may require the employee to remain on leave for the remainder of the term. However, the Board shall return this employee to full pay and full benefits during the remainder of the term, even if all twelve weeks required by law have been used.

ARTICLE XXVII – PAID INSURANCE BENEFITS

- A. Employees covered herein may choose to participate in optional medical plan coverage provided by the employer during the term of this contract. The Board will pay 90% of the premium for a single plan and 80% of the premium for a family plan. The employer's share for regular part-time employee's shall be pro-rated based on their time of employment, (i.e., if they work 50% of the normal schedule, they receive 50% of the employer's contribution toward the medical insurance selected.)
- B. This benefit is limited to use for insurance premiums only and cannot be diverted to salary purposes. This benefit is limited to those insurance programs listed below. This benefit shall be limited to employees, their spouse, and dependent children.
- C. Participation in this program will be voluntary on the part of the employee.

- D. Board paid insurance benefits shall be applied to the current plan as recommended by the Board of Education and approved by the Ansonia Education Association
- E. Board paid insurance benefits will apply only to those employees who contract for these benefits and for whom this insurance coverage and benefits are not matched by other insurance groups in the majority of benefits. This includes plans provided by spouse by means of his/her employment. Spousal coordination will be required if, employer of spouse must provide 80% of health care cost and plan of spouse must provide coverage equal to PPO of Ansonia Local Schools. If covered employees spouses have access through his/her employment, they are required to enroll for at least single coverage, during the plan's next enrollment opportunity. Spouses enrolled in their employer's plan may be enrolled as a covered dependent for secondary coverage under the district's plan.
- F. Section 125 Plan
 - 1. The Board of Education's contribution for Section 125 Plan will be eliminated on April 1, 2016. The 125 Plan will be replaced by the adopted VSP and Delta Dental Plan paid for by the BOE at 100% of the premium cost, effective October 1, 2015. See Appendix
 - 2. Dental/Optical/Prescription/Other Medical Reimbursement:
 - a) The Ansonia Board of Education shall provide Section 125 Plan for each employee for reimbursement for dental, optical and other medical care. Each employee who wishes to continue their 125 Plan will be responsible for funding their 125 Plan. Coverage shall be for the following:
 - 1) Employee
 - 2) Employee's spouse and children living in the employee's household.

Employees must pay the bill for said benefits/costs and submit a copy of his/her receipt to American Fidelity.

ARTICLE XXVIII – STRS PICK UP TAX SHELTERING THE CERTIFIED TEACHER EMPLOYEE'S STRS CONTRIBUTION

Based on Internal Revenue rulings 77-462 and 81-36 and on Attorney General Opinions 78.049, 79-001, 79-001, and 82-097, the Board shall commence tax sheltering the certified "Teacher" employee's STRS contribution on or before the second payroll in October 1983.

As a condition of this agreement, however, should the IRS or STRS find this procedure violating IRS Code or in any way jeopardize the STRS plan in the future, the STRS "Pick Up" shall be immediately discontinued.

Since this procedure is considered as a qualified tax sheltered plan, no employee may exceed a total of 20 per cent of their gross salary placed in a tax-sheltered program. This would include the employee's retirement contribution.

ARTICLE XXIX – TUITION REIMBURSEMENT

- A. The Board agrees to pay up to one hundred and ten dollars (\$110.00) per quarter hour or one-hundred and fifty dollars (\$150.00) per semester hour to full-time teaching employees who successfully complete (Grade B or better) graduate courses taken in general education, administration, or guidance.
- B. An employee may receive reimbursement for a maximum of six (6) semester hours or nine (9) quarter hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted to the Board treasurer by August 30th to be eligible for tuition reimbursement.
- C. An employee must teach in the district for two years following the earning of the coursework credit and tuition reimbursement or the employee must repay the Board the full amount of tuition reimbursement.
- D. The Board will appropriate for tuition reimbursement purposes a maximum of ten thousand dollars (\$10,000) for the 2013-2014 and 2014-2015 school years respectively. If the amount of the valid tuition reimbursement requests exceeds this amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours district wide for which reimbursement is requested. Payment will be made during October following the submission of the required transcripts and receipts.
- E. The amount of the tuition reimbursement shall not exceed the actual cost of the tuition paid by employee for coursework. Additionally, employees who are reimbursed by another agency shall be eligible only for the difference, if any, between reimbursement to which they would be entitled and the amount received from the agency.

ARTICLE XXX – DISTRICT CONSOLIDATIONS, JURISDICTIONAL CHANGES AND TERRITORIAL TRANSFERS

If, during the term of this contract, the Board contemplates any district consolidation, jurisdictional change or territorial transfers, the Association will immediately be notified, and any affects on bargaining unit members will be bargained with the Association.

ARTICLE XXXI – NO STRIKE

- A. It is agreed that during the term of this Agreement there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.

Neither the Union, its agents, or any bargaining unit member shall strike or engage in any slow-down, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with 4117 ORC, including but not limited to §§ 4117.15, 4117.16, and 4117.18, in their entireties, as well as any future revisions to the ORC.

Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination.

- B. No employee is entitled to pay or compensation from the public employer for the period engaged in any strike.
- C. Any violation of this Article (or Section) will be automatic and sufficient grounds for immediate disciplinary action by the Board against the employee(s) involved and shall render the provisions of any existing contract between the Board and the Union null and void.

ARTICLE XXXII – PROVISION CONTRARY TO LAW

Section I. Savings Clause

Should any provision of this document or any application of this document to any person covered by this document be found contrary to law, such provision or application will be deemed invalid except to the extent permitted by law, but all other provisions hereof will continue in full force and effect.

Section II. Rectification

Should any portion or provision of this Agreement be found to be contrary to law or unenforceable by SERB, a court or other tribunal of competent jurisdiction, the parties shall meet within fifteen (15) days to bargain under the terms of the *Ohio Revised Code*, the affected portions of the contract.

ARTICLE XXXIII – ENTIRE AGREEMENT

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any teacher covered by this Agreement. This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, amendments, modifications, alternations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours, terms and other conditions of employment of the teachers covered by this Agreement. Any item not covered in the master contract shall be subject to the *Ohio Revised Code* mandates.

ARTICLE XXXIV – DURATION

This contract shall be effective July 1, 2015 and shall remain in effect through June 30, 2017.

FOR:

ANSONIA LOCAL SCHOOL BOARD


Nicholas Hamilton, Treasurer


Ben Moyers, Board of Education


Rhonda Williams, Board of Education


Stephan A. Gorman, Jr./Sr. High Principal


James R. Atchley, Superintendent

FOR:

ANSONIA EDUCATION ASSOCIATION


Mary Lochterfeld, AEA President


Nick Eifert, AEA Vice-President


Ann Obringer, Team Member


Kim Pearson, AEA Treasurer


Rebecca Schulze, AEA Secretary

ANSONIA LOCAL SCHOOL DISTRICT
 CERTIFIED SALARY SCHEDULE
 FY 2015-2016

New

Base = \$ 33,169

Index

104.00%

STEP	NON- DEGREE	BACHELORS	BACHELORS + 150	MASTERS	MASTERS + 20
0	\$ 28,691 0.8650	\$ 33,169 1.0000	\$ 34,827 1.0500	\$ 38,144 1.1500	\$ 39,802 1.2000
1	\$ 29,852 0.9000	\$ 36,154 1.0900	\$ 37,646 1.1350	\$ 39,802 1.2000	\$ 41,461 1.2500
2	\$ 31,013 0.9350	\$ 37,480 1.1300	\$ 39,139 1.1800	\$ 41,461 1.2500	\$ 43,119 1.3000
3	\$ 32,173 0.9700	\$ 38,807 1.1700	\$ 40,631 1.2250	\$ 43,119 1.3000	\$ 44,778 1.3500
4	\$ 33,334 1.0050	\$ 40,134 1.2100	\$ 42,124 1.2700	\$ 44,778 1.3500	\$ 46,436 1.4000
5	\$ 34,495 1.0400	\$ 41,461 1.2500	\$ 43,617 1.3150	\$ 46,436 1.4000	\$ 48,094 1.4500
6	\$ 35,656 1.0750	\$ 42,787 1.2900	\$ 45,109 1.3600	\$ 48,094 1.4500	\$ 49,753 1.5000
7	\$ 36,817 1.1100	\$ 44,114 1.3300	\$ 46,602 1.4050	\$ 49,753 1.5000	\$ 51,411 1.5500
8	\$ 37,978 1.1450	\$ 45,441 1.3700	\$ 48,094 1.4500	\$ 51,411 1.5500	\$ 53,070 1.6000
9	\$ 39,139 1.1800	\$ 46,768 1.4100	\$ 49,587 1.4950	\$ 53,070 1.6000	\$ 54,728 1.6500
10	\$ 40,300 1.2150	\$ 48,094 1.4500	\$ 51,080 1.5400	\$ 54,728 1.6500	\$ 56,387 1.7000
11		\$ 49,421 1.4900	\$ 52,572 1.5850	\$ 56,387 1.7000	\$ 58,045 1.7500
12		\$ 50,748 1.5300	\$ 54,065 1.6300	\$ 58,045 1.7500	\$ 59,703 1.8000
13		\$ 52,075 1.5700	\$ 55,557 1.6750	\$ 59,703 1.8000	\$ 61,362 1.8500
14		\$ 52,738 1.5900	\$ 56,552 1.7050	\$ 60,698 1.8300	\$ 62,357 1.8800
15		\$ 53,401 1.6100	\$ 57,050 1.7200	\$ 61,362 1.8500	\$ 63,020 1.9000
17		\$ 53,733 1.6200	\$ 57,382 1.7300	\$ 61,859 1.8650	\$ 63,518 1.9150
20		\$ 54,065 1.6300	\$ 57,879 1.7450	\$ 62,357 1.8800	\$ 63,849 1.9250
25		\$ 55,391 1.6700	\$ 58,907 1.7760	\$ 63,684 1.9200	\$ 65,342 1.9700
27		\$ 56,718 1.7100	\$ 60,234 1.8160	\$ 65,010 1.9600	\$ 66,835 2.0150

ANSONIA LOCAL SCHOOL DISTRICT
 CERTIFIED SALARY SCHEDULE
 FY 2016-2017

New
 Index

Base = \$ 34,495

104.00%

STEP	NON- DEGREE	BACHELORS	BACHELORS + 150	MASTERS	MASTERS + 20
0	\$ 29,838 0.8650	\$ 34,495 1.0000	\$ 36,220 1.0500	\$ 39,670 1.1500	\$ 41,394 1.2000
1	\$ 31,046 0.9000	\$ 37,600 1.0900	\$ 39,152 1.1350	\$ 41,394 1.2000	\$ 43,119 1.2500
2	\$ 32,253 0.9350	\$ 38,980 1.1300	\$ 40,704 1.1800	\$ 43,119 1.2500	\$ 44,844 1.3000
3	\$ 33,460 0.9700	\$ 40,359 1.1700	\$ 42,257 1.2250	\$ 44,844 1.3000	\$ 46,569 1.3500
4	\$ 34,668 1.0050	\$ 41,739 1.2100	\$ 43,809 1.2700	\$ 46,569 1.3500	\$ 48,293 1.4000
5	\$ 35,875 1.0400	\$ 43,119 1.2500	\$ 45,361 1.3150	\$ 48,293 1.4000	\$ 50,018 1.4500
6	\$ 37,082 1.0750	\$ 44,499 1.2900	\$ 46,914 1.3600	\$ 50,018 1.4500	\$ 51,743 1.5000
7	\$ 38,290 1.1100	\$ 45,879 1.3300	\$ 48,466 1.4050	\$ 51,743 1.5000	\$ 53,468 1.5500
8	\$ 39,497 1.1450	\$ 47,259 1.3700	\$ 50,018 1.4500	\$ 53,468 1.5500	\$ 55,192 1.6000
9	\$ 40,704 1.1800	\$ 48,638 1.4100	\$ 51,570 1.4950	\$ 55,192 1.6000	\$ 56,917 1.6500
10	\$ 41,912 1.2150	\$ 50,018 1.4500	\$ 53,123 1.5400	\$ 56,917 1.6500	\$ 58,642 1.7000
11		\$ 51,398 1.4900	\$ 54,675 1.5850	\$ 58,642 1.7000	\$ 60,367 1.7500
12		\$ 52,778 1.5300	\$ 56,227 1.6300	\$ 60,367 1.7500	\$ 62,092 1.8000
13		\$ 54,158 1.5700	\$ 57,780 1.6750	\$ 62,092 1.8000	\$ 63,816 1.8500
14		\$ 54,848 1.5900	\$ 58,814 1.7050	\$ 63,126 1.8300	\$ 64,851 1.8800
15		\$ 55,537 1.6100	\$ 59,332 1.7200	\$ 63,816 1.8500	\$ 65,541 1.9000
17		\$ 55,882 1.6200	\$ 59,677 1.7300	\$ 64,334 1.8650	\$ 66,058 1.9150
20		\$ 56,227 1.6300	\$ 60,194 1.7450	\$ 64,851 1.8800	\$ 66,403 1.9250
25		\$ 57,607 1.6700	\$ 61,264 1.7760	\$ 66,231 1.9200	\$ 67,956 1.9700
27		\$ 58,987 1.7100	\$ 62,643 1.8160	\$ 67,611 1.9600	\$ 69,508 2.0150

EXTRA-DUTY SALARY SCHEDULE

SCHEDULE A;

Athletic Director

SCHEDULE B:

Head Boys Basketball Coach
Head Girls Basketball Coach
Head Boys Football Coach
Head Girls Volleyball Coach

SCHEDULE C:

SCHEDULE D:

Head Boys Baseball Coach
Head Girls Softball Coach
Head Boys Track Coach
Head Girls Track Coach
Boys Golf
Girls Golf
Cross Country

SCHEDULE E:

Assistant Athletic Director
Assistant Girls Basketball Coach
Assistant Boys Basketball Coach
Assistant Football Coach (3)
Assistant Football Coach (8th Grade-scouting-scheduling)
High School Cheerleading Advisor
Vocal Director
Girls Reserve Volleyball Coach
Band Director
Yearbook Advisor
District Test Coordinator

SCHEDULE F:

Assistant Middle School Football Coach (7th)
Drama Club Advisor

SCHEDULE G:

Freshman Boys Basketball
8th Grade Boys Basketball
7th Grade Boys Basketball
8th Grade Girls Basketball
7th Grade Girls Basketball
7th-8th Boys Track
7th-8th Girls Track
7th-8th Cheerleading Advisor
11th Grade Class Advisor
8th Grade Girls Volleyball
7th Grade Girls Volleyball
Assistant Baseball
Assistant Softball
Assistant Varsity Track
(If more than 40 participants)
Bowling
Eighth Grade Trip Advisor
STEM Club Advisor

SCHEDULE H:

Quiz Bowl Advisor
Student Council Advisor

SCHEDULE I:

Elementary Boys & Girls Basketball Coach
Assistant Drama Club Advisor
Programs/Publications Advisor
12th Grade Class Advisor
Safety Patrol Advisor
MS Assistant Track (If more than 40 participants)
Assistant Band Director
Assistant Yearbook Advisor
Math Counts
Summer Weight Training
College Credit Plus Instructor

SCHEDULE J:

10th Grade Class Advisor
9th Grade Class Advisor
National Honor Society Advisor
Spanish Club Advisor
Science Club Advisor
SADD Advisor
Fall, Winter, Spring Weight Training

SCHEDULE K:

Outdoor Education Advisor
6th-7th-8th Student Council Advisor

Establish home instruction and tutor rate at \$20.00 per hour beginning in the 2007-08 school year.

The District shall provide two (2) professional days without loss of pay to Special Education Teachers for the purpose of writing IEPs.

Addendum B-2

EXTRA-DUTY PAY SCHEDULE

SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY
Head VB	Head VB	Head VB	Head VB	HS B Bsktbl	HS B Bsktbl	Baseball	Baseball	Baseball
Head FB	Head FB	Head FB	Head FB	HS G Bsktbl	HS G Bsktbl	Softball	Softball	Softball
Reserve VB	Ath Dirtr	HS BBsktbl	HS BBsktbl	MS B Bsktbl	MS B Bsktbl	Track	Track	Track
MS VB	HSChrAdv	HS G Bsktbl	HS G Bsktbl	Elem Bsktbl	Elem Bsktbl	HSChrAdv	NHonorSo	NHnrSoc
Asst FB	Band Dir	MS G Bsktbl	MS G Bsktbl	Fr B Bsktbl	Ath Director	NHnrSoc	Stu Conne	Stu Conne
Asst MS FB	Vocal Dir	Fr B Bsktbl	Ath Director	Bowling	HS Chr Adv	StuCouncil	Sr CI Adv	Sr CI Adv
Boys Golf	Yrbk Adv	Res VB	HS Chr Adv		Band Dir	Sr CI Adv	Jr CI Adv	Jr CI Adv
Girls Golf	DrmaCIAdv	MS VB	MS Chr Adv		Vocal Dir	Jr CI Adv	SophCIAdv	SophCIAdv
Cross Country	Prog/Publ	Asst FB	Band Dir		Yrbk Adv	SophCIAdv	FreshCIAdv	FrshCIAdv
	Safety Patrol	Asst MS FB	Vocal Dir		Drma CI Adv	FreshCIAdv	SADD	Yearbook
	Spnsh CI Adv	Boys Golf	Yrbk Adv		Prog/Publ	Quiz Bowl		DrmaAdv
	Scnc CI Adv	Girls Golf	Drma CI Adv		Safety Patrol	Technology		Prog/Publ
	Res VB	Cross Country	Prog/Publ		Spnsh CI Adv	Gift/Talent		AthDirctr
	MS VB	Bowling	Safety Patrol		Scnc CI Adv	SADD		HSChrAdv
	Asst FB		Spnsh CI Adv		Fr B Bsktbl			SftyPatrol
	Asst MS FB		Scnc CI Adv		Asst Drama			Quiz Bowl
	Asst Band Dir		Fr B Bsktbl		Bowling			Technlgy
	Boys Golf		Res VB					Gift/Talent
	Girls Golf		MS VB					OutdorEd
	Cross Country		Asst FB					Band Dir
	Asst Drama		Asst MS FB					Vocal Dir
			Boys Golf					SpnshAdv
			Girls Golf					ScncAdv
			Cross Country					Asst Band Dir
			Asst Drama					SADD
			Bowling					Asst Drama
			Asst. Yearbook					Asst. Yearbook
			8 th Grade Trip Advisor					8 th Grade Trip
			STEM Advisor					Advisor
								STEM Advisor

Addendum B-3

**ANSONIA LOCAL SCHOOLS
EXTRA-DUTY BASE SALARY SCHEDULE
FY 2015 - 2016**

Base Salary x Index = Supplemental Salary

2015 - 2016 Base \$ 33,169

4.00% Increase

EXPERIENCE	0	1	2	3	4	5	6-8	9-13	14+
SCHEDULE A	\$ 4,776 0.144	\$ 4,892 0.1475	\$ 5,008 0.151	\$ 5,241 0.158	\$ 5,473 0.165	\$ 5,705 0.172	\$ 5,937 0.179	\$ 6,169 0.186	\$ 6,866 0.207
SCHEDULE B	\$ 4,113 0.124	\$ 4,193 0.1284	\$ 4,345 0.131	\$ 4,577 0.138	\$ 4,809 0.145	\$ 5,042 0.152	\$ 5,274 0.159	\$ 5,506 0.166	\$ 6,203 0.187
SCHEDULE C	\$ 3,781 0.114	\$ 3,897 0.1175	\$ 4,013 0.121	\$ 4,246 0.128	\$ 4,478 0.135	\$ 4,710 0.142	\$ 4,942 0.149	\$ 5,174 0.156	\$ 5,871 0.177
SCHEDULE D	\$ 2,653 0.08	\$ 2,736 0.0825	\$ 2,819 0.085	\$ 2,985 0.09	\$ 3,151 0.095	\$ 3,317 0.1	\$ 3,483 0.105	\$ 3,649 0.11	\$ 4,146 0.125
SCHEDULE E	\$ 2,521 0.076	\$ 2,604 0.0785	\$ 2,687 0.081	\$ 2,852 0.086	\$ 3,018 0.091	\$ 3,184 0.096	\$ 3,350 0.101	\$ 3,516 0.106	\$ 4,013 0.121
SCHEDULE F	\$ 2,255 0.068	\$ 2,338 0.0705	\$ 2,421 0.073	\$ 2,587 0.078	\$ 2,753 0.083	\$ 2,919 0.088	\$ 3,085 0.093	\$ 3,251 0.098	\$ 3,781 0.114
SCHEDULE G	\$ 1,493 0.045	\$ 1,526 0.046	\$ 1,559 0.047	\$ 1,625 0.049	\$ 1,692 0.051	\$ 1,758 0.053	\$ 1,824 0.055	\$ 1,891 0.057	\$ 2,090 0.063
SCHEDULE H	\$ 1,227 0.037	\$ 1,260 0.038	\$ 1,294 0.039	\$ 1,360 0.041	\$ 1,426 0.043	\$ 1,493 0.045	\$ 1,559 0.047	\$ 1,625 0.049	\$ 1,824 0.055
SCHEDULE I	\$ 929 0.028	\$ 945 0.0285	\$ 962 0.029	\$ 995 0.03	\$ 1,028 0.031	\$ 1,061 0.032	\$ 1,095 0.033	\$ 1,128 0.034	\$ 1,227 0.037
SCHEDULE J	\$ 597 0.018	\$ 614 0.0185	\$ 630 0.019	\$ 663 0.02	\$ 697 0.021	\$ 730 0.022	\$ 763 0.023	\$ 796 0.024	\$ 896 0.027
SCHEDULE K	\$ 431 0.013	\$ 439 0.01325	\$ 446 0.0135	\$ 464 0.014	\$ 481 0.0145	\$ 498 0.015	\$ 514 0.0155	\$ 531 0.016	\$ 580 0.0175

Addendum B - 4

ANSONIA LOCAL SCHOOLS EXTRA-DUTY BASE SALARY SCHEDULE FY 2016 - 2017

Base Salary x Index = Supplemental Salary

2016 - 2017 Base \$ 34,495

4.00% Increase

EXPERIENCE	0	1	2	3	4	5	6-8	9-13	14+
SCHEDULE A	\$ 4,967 0.144	\$ 5,088 0.1475	\$ 5,209 0.151	\$ 5,450 0.158	\$ 5,692 0.165	\$ 5,933 0.172	\$ 6,175 0.179	\$ 6,416 0.186	\$ 7,141 0.207
SCHEDULE B	\$ 4,277 0.124	\$ 4,360 0.1264	\$ 4,519 0.131	\$ 4,760 0.138	\$ 5,002 0.145	\$ 5,243 0.152	\$ 5,485 0.159	\$ 5,726 0.166	\$ 6,451 0.187
SCHEDULE C	\$ 3,932 0.114	\$ 4,053 0.1175	\$ 4,174 0.121	\$ 4,415 0.128	\$ 4,657 0.135	\$ 4,898 0.142	\$ 5,140 0.149	\$ 5,381 0.156	\$ 6,106 0.177
SCHEDULE D	\$ 2,760 0.08	\$ 2,846 0.0825	\$ 2,932 0.085	\$ 3,105 0.09	\$ 3,277 0.095	\$ 3,450 0.1	\$ 3,622 0.105	\$ 3,794 0.11	\$ 4,312 0.125
SCHEDULE E	\$ 2,622 0.076	\$ 2,708 0.0785	\$ 2,794 0.081	\$ 2,967 0.086	\$ 3,139 0.091	\$ 3,312 0.096	\$ 3,484 0.101	\$ 3,657 0.106	\$ 4,174 0.121
SCHEDULE F	\$ 2,346 0.068	\$ 2,432 0.0705	\$ 2,518 0.073	\$ 2,691 0.078	\$ 2,863 0.083	\$ 3,036 0.088	\$ 3,208 0.093	\$ 3,381 0.098	\$ 3,932 0.114
SCHEDULE G	\$ 1,552 0.045	\$ 1,587 0.046	\$ 1,621 0.047	\$ 1,690 0.049	\$ 1,759 0.051	\$ 1,828 0.053	\$ 1,897 0.055	\$ 1,966 0.057	\$ 2,173 0.063
SCHEDULE H	\$ 1,276 0.037	\$ 1,311 0.038	\$ 1,345 0.039	\$ 1,414 0.041	\$ 1,483 0.043	\$ 1,552 0.045	\$ 1,621 0.047	\$ 1,690 0.049	\$ 1,897 0.055
SCHEDULE I	\$ 966 0.028	\$ 983 0.0285	\$ 1,000 0.029	\$ 1,035 0.03	\$ 1,069 0.031	\$ 1,104 0.032	\$ 1,138 0.033	\$ 1,173 0.034	\$ 1,276 0.037
SCHEDULE J	\$ 621 0.018	\$ 638 0.0185	\$ 655 0.019	\$ 690 0.02	\$ 724 0.021	\$ 759 0.022	\$ 793 0.023	\$ 828 0.024	\$ 931 0.027
SCHEDULE K	\$ 448 0.013	\$ 457 0.01325	\$ 466 0.0135	\$ 483 0.014	\$ 500 0.0145	\$ 517 0.015	\$ 535 0.0155	\$ 552 0.016	\$ 604 0.0175

Addendum C

**FORMAL GRIEVANCE
ANSONIA EDUCATION ASSOCIATION AND ANSONIA SCHOOLS BOARD OF EDUCATION**

File in Triplicate
Building Principal
Superintendent
President AEA

Grievant : _____
ARTICLE Cited _____
Date of Level I _____
Date of Level II _____
Date of Level III _____
Date of Level IV _____

Describe complaint completely with details of the situation, including names of persons involved.

Note: Use reverse side of this form if additional space is needed.

DISPOSITION:

Note: Use reverse side of this form if additional space is needed.

Grievant agrees to disposition Date

Board of Education or its
Representative agrees to
Disposition. Date

Addendum E

PERSONAL LEAVE REQUEST FORM

_____ Personal Leave (List Number from Below)

NAME: _____

Building: _____

REQUEST TO BE ABSENT ON: _____
(Month) (Day) (Year)

(Date)

(Signature)

The following reasons are approved for personal business, emergency leave:

1. College (entering self or children)
2. Court (required appearance)
3. Financial Transactions
4. Funerals
5. Graduations
6. Legal transactions
7. Meetings (required attendance because of an organization to which you belong that is not other employment, parent conferences, etc.)
8. Moving – self
9. Transportation difficulties
10. Weddings
11. Emergencies as approved by Superintendent
12. Attendance at ceremonies where a member of immediate family is receiving an award.
13. Sick Leave – after all sick leave is exhausted
14. Personal Business Leave as defined in Article XI B.*
15. Real Estate transactions
16. Other personal reasons

Office Use Only

SUBSTITUTE: _____

_____ APPROVED

_____ DISAPPROVED

REASON FOR DISAPPROVAL: _____

(Date)

(Principal)

(Date)

(Superintendent)

Article XI – Personal Leave: B. Personal Leave is defined as absence necessitated to conduct personal business including absence due to illness and/or death not covered by Board Policies.

Addendum F

ASSAULT LEAVE FORM

Name _____

Building Assignment _____

Dates of Absences due to Assault _____

Date of Application for Workman's Compensation _____

Date/s of Medical Attention (if necessary) and Dr.'s Name _____

Superintendent Approval

Date

Assault Leave shall not exceed ten (10) days annually.

Addendum G

Teacher Job Description
And Appraisal Forms

ANSONIA LOCAL SCHOOL DISTRICT

DEVELOPED BY A COMMITTEE OF
TEACHERS AND ADMINISTRATORS

Adopted by the
Ansonia Board of Education
April 18, 1983 and Amended July, 1996

ANSONIA LOCAL SCHOOL DISTRICT

TEACHER'S JOB DESCRIPTION

TITLE: Classroom Teacher

QUALIFICATIONS: 1. Valid teacher's certificate/license for the assigned grade levels/subject areas.
2. Such alternatives to the above as approved by the Board of Education.

REPORTS TO: Principal

PERFORMANCE RESPONSIBILITIES:

I. Management-Organization

1. Meets and instructs assigned classes in the locations and at the times scheduled.
2. Develops reasonable rules of classroom behavior and procedure. Maintains order in the classroom in a fair and consistent manner.
3. Strives to implement by instruction and action in the district's philosophy of education.
4. Guides the learning process toward the achievement of curriculum goals; established clear objectives for all lessons, units, and projects.
5. Evaluates student progress on a regular basis.
6. Plans a program of study that meets the individual needs, interest, and abilities of students.
7. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.
8. Employs a variety of instructional techniques and instructional media consistent with the needs and capabilities of the individuals or student groups involved.
9. Assists in the selection of books, equipment, and other instructional materials.
10. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
11. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
12. Prepares for classes assigned.
13. Meets deadlines as established by the administration.
14. Prepares daily lesson plans in accordance with the course of study.

II. Professional-Personal Qualities

15. Cooperates with other members of the staff in planning instructional goals, objectives and methods.
16. Assists the administration in implementing all policies and/or rules governing student life and conduct.
17. Observes confidential nature of matters relating to pupils, parents or school personnel.
18. Seeks assistance of district specialists in meeting the special needs of students.
19. Supports school activities through participation and/or attendance.
20. Attends staff meetings and serves on staff committees as required.
21. Provides for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced course work.
22. Respects all students regardless of their performance or ability.
23. Performs other reasonable duties as assigned by the building principal.

III. Communications

24. Develops and maintains rapport with students, parents, community, and school personnel.
25. Makes provision for being available to students and parents for education-related purposes outside the instructional day when necessary.
26. Works to establish and maintain open lines of communications with students and their parents concerning both the broad academic and behavioral progress of all assigned students.

TEACHER APPRAISAL

Teacher appraisal will be implemented in accordance with Article IX of the Master Contract.

GLOSSARY

1. Administrative Decision: An administrator may conclude at any point in the school year that a person's job performance has become unsatisfactory. The staff member shall be promptly notified in confidence and in writing and advised of the reasons for the decision. Notification of diagnosis and prescription will be made by the end of the first semester for that current year to allow the staff member time to work through the procedure outlined herein prior to the annual recommendation by the administrators to the Board of Education.
2. Appraisal: The act of giving direction and sharing responsibilities with other individuals to reach job targets and objectives.
3. Appraisee: (Staff Members). Person being formally or informally evaluated.
4. Appraiser: Person who determines if or to what degree job targets have been achieved.
5. Diagnosis, Prescription, and Follow-Through: A prescriptive program of developmental activities which will help the staff member understand and overcome deficiencies shall be developed and carried out cooperatively by the staff member and administrator. Both the staff member and the administration assume shared responsibility in working together in the conferences, work sessions, and the classroom visitation for the purpose of deciding and implementing the developmental activities. The staff member should assume responsibility for achieving and demonstrating continuing improvement.
6. Formal Observation: A witnessing by a supervisor of a staff member performing his/her regularly scheduled duties.
7. Formal Written Appraisal: Steps in the comprehensive evaluation procedure completed to include: strengths, weaknesses, specific suggestions for improvement, and an assessment of progress toward target achievement.
8. General Observation: Observation of staff member activities which take place in or out of the classroom, but are not observed during a formal observation.
9. Informal Appraisal: Evaluation method to be used annually when the staff member is not scheduled for formal evaluation.
10. Job Target: A positive behavioral statement to guide the staff member in improvements and to guide the principal in counseling.
11. Non-Renewal: When it is necessary to discontinue employment by non-renewal of contract, duly established legal procedures will be observed including notification that a recommendation for non-renewal of contract will be made to the Board of Education prior to April 30.
12. Peer Appraisals: An informal appraisal method using another staff member to help assess professional growth.
13. Probational Personnel: Staff member new to the system or one that has been notified in writing by the Superintendent that he/she is on probation for cause.
14. Resignation: A professional person should be accorded the opportunity of submitting a resignation. However, if the appraisee is unwilling to submit a resignation, non-renewal or termination becomes necessary.

15. Self-Appraisal: Self-analysis by staff member in relation to job targets.
16. Termination: Contracts may be terminated as legally prescribed for cause at any time by action of the Board of Education. Depending on the nature of the problem held to be cause for dismissal, action may be immediate or deferred until the close of the school year.

STAFF DEVELOPMENT APPROVAL FORM

Please fill out top portion of this form prior to attending the workshop/class/seminar. Principal will indicate approval by returning the signed form for you to complete the bottom half.

Name: _____ Today's Date: _____

Title of Workshop/Class/Seminar: _____

Speaker's Name (if any): _____

Location of Workshop/Class/Seminar: _____

Date & Hours of Workshop/Class/Seminar: _____

Principal's Signature Indicating Approval

Date

Please fill out bottom portion of the form after attending the workshop/class/in-service.

Actual Hours of Workshop/Class/Seminar _____
(Do not include traveling time or lunch breaks.)

Comments (Optional): _____

Was this workshop/class/seminar something the administration should look into bringing to the rest of the staff to improve the quality of education at Ansonia Local Schools?

Yes _____ No _____

Teacher's Signature

Date

***It is a good idea to keep a copy of the completed form for your records.**

Ansonia School District Acceptable Use Policy for Staff Technology and Network Access

Technology and Network Access The Ansonia School District provides staff and students with access to computer equipment, software, and network services. These tools support learning, collaboration, and educational research related to the district curriculum as well as administrative and state mandated functions. All technology and network usage must be consistent with these purposes, and all provisions of law governing the actions of the user.

Expectations of Staff

Technology serves to assist staff in fulfilling their job responsibilities. The district expects staff members to use the technology and network services as a learning and work tool and to attend in-service technology training in order to be able to use it effectively. All staff members should serve as role models in this capacity. It is imperative also for staff to know and enforce the Student Acceptable Use Policy [AUP] and to supervise the use of technology in their area. Federal, State, and local laws and district policies and guidelines must be followed. We encourage the use of online resources as educational tools for students; however, we must comply with the request of parents for their child to remain off-line. In this event, alternate activities need to be made available.

Responsible Use The use of district Internet filtering does not preclude the necessity for staff to supervise student use of technology. Some inappropriate material is likely to pass through the filter. The following are some guidelines concerning the use of district technology and network services.

Note: Use of school technology for political lobbying or commercial business is against the law. However, some instances of personal use may be acceptable (e-mail, etc.) when such use does not interfere with job responsibilities and does not use district resources (paper, ink cartridges, etc.)

Staff may:

- Use district-owned software.
- Use the Internet and other network services.
- Practice netiquette and online safety measures.
- Develop and implement lesson plans that integrate student use of technology into the curriculum.
- Save work on a disk or CD or on the server, removing outdated and unwanted files from the server.
- Delete their own files.
- Monitor student files and/or accounts.
- Use an e-mail account provided by Ansonia Schools as needed.
- Connect computers to a projection device and make appropriate settings changes.

Staff may not knowingly:

Allow student use of technology or network services without reasonable supervision.

Allow student use of technology or network services that does not specifically relate to a curriculum or state test outcome.

Access or send inappropriate material.

Send or receive material that may be hurtful to another person or detrimental to the operation of a computer, software, or network.

Create or change configurations.

Access, modify, or delete files created by another user without their prior consent.

Access or use others' accounts or passwords.

Share a network account or password with someone outside the employment of the district.

Share a network account or password with a student

Plagiarize or break copyright or trademark laws.

Use district technology or network services for personal, entertainment, political, or commercial purposes.

Note: Other examples of inappropriate technology and network behavior will be considered on a case-by-case basis. Staff acting under the direction of the District Technology Coordinator may be exempt from some of the items listed.

Consequences of Irresponsible Use Consequences for individuals violating the Responsible Use Policy vary depending on the nature and seriousness of the violation. Consequences might include, but are not limited to: denial of privileges, discussion, disciplinary action (due process), and/or involvement of law enforcement agencies.

Warranties/Indemnification The Ansonia School District makes no warranties of any kind, whether expressed or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this Policy. The Ansonia School District will not be responsible for any claims, losses, damages or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any user arising out of the use of the electronic network. The user takes full responsibility for his/her use. The user agrees to indemnify and hold the Ansonia School District, its employees, and its Internet Service Provider harmless from any and all loss, costs or damages resulting from the use authorized under this agreement, including but not limited to any fees or charges incurred through purchases of goods or services by the user over the electronic network. The user agrees to cooperate with the District in the event of the District's initiating an investigation of a user's misuse of his/her access to the computer network and the Internet, when the use is on a District computer or on another computer outside the School District's network.

Records Archival and Email Retention

Ansonia Local Schools Archives all e-mail. Staff e-mail may be subject to Public Records requests. The retention or disposition of email or online services messages must be related to the information they contain or the purpose they serve. The content, transactional information, and any attachments

associated with the email or online services are considered a record if they meet the criteria of the Ohio's public record's laws, Ohio Revised Code section 149.01.1 (G)

Changes in the Policy

The District reserves the right to change this policy. The District will provide notice to staff members and the Association of any substantive changes. In such instance, each staff member shall be afforded the opportunity, once again, to review the policy and execute the acknowledgements and release form.

Staff Accounts

Staff e-mail and server access accounts will be set up prior to the beginning of each school year.

To continue an account, please sign and return this form before the end of the current school year.

----- Detach and Sign Below -----

Ansonia School District
Acceptable Use Policy for Staff
Technology and Network Access

I have read and agree to the terms of Ansonia Local Schools Acceptable Use Agreement

Staff Member Signature Today's Date: _____

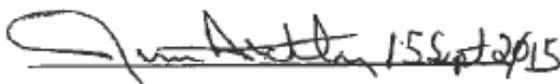
Return to: Building Secretary

Parts taken from North Olmsted City School District and Greenville City Schools Acceptable Use Policies.

MEMORANDUM

College Credit+

1. The Board shall implement and/or afford CCP teachers the opportunity to attend quality professional development workshops, courses, and conferences related to CCP. 50% of this professional development will be paid for by the board to all teachers who commit to teaching CCP courses through the designated district tuition reimbursement fund.
2. CCP teachers serve as adjunct instructors of the host institution. OTES may conflict with established college evaluation procedures. CCP teachers may choose to allow for the observation of their CCP class to be considered as one of their formal observations within their OTES evaluation cycle. Such permission will be provided in writing at the sole discretion of the CCP teacher.
3. Teachers of CCP courses shall not be assigned excessive numbers of students, inclusive of their regular, high school course schedule, beyond the recommended ratio of 26 students per single regular class block for optimum classroom instruction.
4. Although high school CCP teachers serve as adjunct instructors, they are still employees of their local school district and, as such, are granted appropriate leaves of absence and/or sick or personal days as outlined in the negotiated contract.
5. The CCP teacher will be paid a salary agreed upon between the Board and the AEA.
6. Teachers shall receive compensation of \$20/hr for each day of orientation and/or workshops required by the host institution that fall in the summer months, during breaks, on the weekends, or after the regularly scheduled school day.
7. No teacher will be forced to teach a College Credit Plus course in order to keep his or her job. It is the teacher's individual choice to teach said class.



Superintendent/Board of Education Date



Association Representative Date

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