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# **MASTER AGREEMENT**

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**between the**

**AKRON BOARD OF EDUCATION  
Akron Public Schools**

**and the**

**AKRON EDUCATION ASSOCIATION, INC.**

**Effective:**

**July 1, 2010 through June 30, 2012**

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## **ARTICLE I – PREAMBLE**

The Board of Education of the Akron City School District (hereinafter referred to specifically as the Board, and collectively with the Superintendent and his staff as the employer) is charged with the responsibility of providing the most effective public education possible for the students of this school district.

### **1.01 Board Responsibility**

It is cognizant of Ohio law which specifies that the Board has the responsibility and the final authority to make policy decisions and to administer its schools, exercising in the process the best possible management of these responsibilities as entrusted to it by the school community, including the most astute use of that same community's school funds.

The Board and the Association recognize the value of implementing the practices of Site-Based Management. To support that process, it is recognized that every effort should be made to move decisions to the building level, specifically within the scope of Building Leadership Teams where such teams have been established.

### **1.02 Superintendent**

The Superintendent and his staff (hereinafter referred to as the Superintendent) are responsible for implementing the policies established.

### **1.03 Professional Staff**

The professional staff has the responsibility of carrying out the best possible program of education under the policies of the Board in order to provide a quality education for all pupils.

### **1.04 Mutual Understanding**

The Board, the Superintendent, and the AEA can best carry out their respective responsibilities in an atmosphere of understanding and mutual respect.

The Superintendent and President of the AEA shall meet in private at least once quarterly at the request of either individual to discuss matters of educational policy and development as well as matters relating to the implementation of these policies.

### **1.05 Established Procedures**

It is recognized that the best interests of public education will be served by procedures established to provide an orderly method for the Board, the Superintendent and representatives of the AEA to discuss such matters as are specified herein, and to formalize agreements reached in these matters.

**1.06 Stature of Contract**

If any portion of this Agreement be in violation of any applicable laws, then that portion in disagreement shall be considered null and void, without however, impairing any other portion of this Agreement.

**1.07 Non Discrimination**

This Agreement is part of the policies of the Board and shall be administered without regard to race, age, religion, color, national origin, sex, marital status or handicap. Violation of any portion of this Agreement by any employee shall be grounds for disciplinary action to such form and manner as the Board may deem proper.

**1.08 No Reprisal, No Retaliation**

No member of the bargaining unit shall be adversely treated, restrained, interfered with or coerced as a result of filing a grievance or seeking Association assistance on any matter under this Agreement.

Neither the board nor the AEA shall engage in, condone, encourage, or permit retaliation against any person due to that person’s participation or refusal to participate in strike-related activities. The Superintendent and the President shall take affirmative action to discourage and eliminate any and all retaliatory conduct which is brought to their attention.

**ARTICLE II – RECOGNITION**

**2.01 Job Code Numbers**

The Board hereby recognizes the AEA as the sole and exclusive representative for all persons in the following job codes:

- 006 Teacher, TS 380
- 015 Art Therapists
- 016 Music Therapist
- 017 AEA President
- 018 AEA Vice President
- 021 Program Specialist/Resource Teacher/Team Coordinator
- 024 Speech Therapist
- 033 Librarian
- 039 Teacher, Individual Services
- 040 Substitute, Individual Services
- 042 Teacher, Substitute
- 043 Teacher, Long Term Substitute
- 045 Site-Based Leader
- 050 Consultant/Montessori Specialist
- 054 Counselor

055 Counselor, TS 522  
 059 Substitute Psychologist  
 060 Psychologist, Intern  
 061 Psychologist, TS 380  
 062 Psychologist, TS 412  
 063 Psychologist, TS 442  
 065 Psychologist, TS 411  
 125 Occupational Therapist  
 129 Physiotherapist  
 130 Licensed Physical and Occupational Therapy Technicians  
 131 Interpreter, Hearing Handicapped  
 416 School Psychologist (Daily)  
 424 Instructor, Jr. ROTC, TS 422  
 428 Commanding Officer, Jr. ROTC, TS 422  
 451 Language Arts Instructional Assistant  
 452 Language Arts Inst. Assist. Degreed/Certified  
 453 Teacher, Special Projects  
 454 Elementary Inst. Asst., Degreed/Certified  
 476 Teacher, Extended Day Program  
 483 Certificated Deaf Interpreter  
 484 Non-Certificated Deaf Interpreter  
 524 Teacher, Evening High School  
 526 Substitute Teacher, Evening High School  
 535 Teacher, Adult Vocational Services, Part-Time  
 538 Teacher, Adult Vocational Services, Substitute  
 539 Teacher, Infants/Toddler, Adult Voc. Services  
 550 Teacher, Adult Vocational Services  
 553 Placement Specialist, Adult Vocational Services  
 574 Nurse Instructor, Akron School of Prac. Nursing  
 576 Teacher, School of Prac. Nursing, TS 380  
 577 Teacher, School of Prac. Nursing, TS 442  
 578 Teacher, School of Prac. Nursing/Clinical Inst.  
 579 Sub. Teacher, School of Practical Nursing  
 606 Teacher, Summer Elem. Education Center  
 608 Substitute Teacher, Summer Elem. Ed. Center  
 626 Teacher, Summer Secondary School  
 628 Substitute Teacher, Summer Secondary School  
 648 Teacher, Summer Music program  
 652 Substitute Teacher, Summer Music Program  
 676 Teacher, Summer ESEA  
 678 Substitute Teacher, Summer ESEA  
 686 Teacher-In-Charge, Summer ESEA  
 692 Counselor, Summer ESEA  
 700 Teacher-In-Charge, Summer DPPF  
 701 Teacher, Summer DPPF  
 702 Substitute Teacher, Summer DPPF  
 703 Counselor, Summer DPPF  
 714 Teacher, Summer Ext. Ed. Program

- 715 Counselor, Summer Ext. Ed. Program
- 750 Teacher, Adult Basic Education
- 752 Teacher, Adult Basic Education, Part-Time
- 972 Teacher, Non-Public Schools, Aux. Services
- 973 Teacher, Non-Public Schools, Aux. Services, Part-Time
- 974 Home Visitor, Non-Public Schools, Aux. Services
- 976 Counselor, Non-Public Schools, Aux. Services
- 978 Psychologist, Non-Public Schools, Aux. Services
- 982 Teacher, Non-Public Schools, ESEA

**2.02 Changes in Job Code Numbers**

The job code numbers above are based on the present organizational chart. Recognition of the individuals in the categories shall not be affected by future changes in job code numeration.

**2.03 Recognition**

Recognition of the AEA by the Board shall be for the purpose of formulating agreements concerning salaries, fringe benefits, working conditions and all other items which are mutually agreed upon.

**ARTICLE III - PERSONNEL POLICIES**

**3.01 Definitions**

**A. Professional Staff**

The “professional staff” includes teachers, supervising teachers, program specialists, learning specialists, resource teachers, coordinators, psychologists, counselors, assistant principals, unit principals, principals, directors, executive directors, assistants to the Superintendent, executive assistants, the Superintendent and any other personnel required to be certificated by the State Department of Education.

**B. Employees**

An “employee” is any person holding a position in the Akron Public Schools, subject to appointment, removal, promotion or reduction by the Board of Education or by the Superintendent of Schools or by his representative or by the Civil Service Commission. This term may include members of the professional staff, the Treasurer, persons in coordinate, architectural and engineering services; persons in part-time teaching positions; members of the clerical and secretarial staffs, members of the maintenance and operations staffs; members of the food services staff, and members of the educational assistants staff.

**C. Member**

“Member” means all certificated persons employed by the Board for which the AEA is the recognized representative as defined in Article II, Section 2.01 of this Agreement.

**D. Work Days**

Work days are those days established by the school calendar adopted by the Board pursuant to Section 3.06 on which employees are to be in attendance.

**E. Immediate Family: Death**

For Death, the “immediate family” includes father, mother, sister, brother, husband, wife, child, grandparent, step grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepson, stepdaughter, stepfather, stepmother, stepbrother, stepsister, step grandchild, any individual directly responsible for the rearing of the member or any dependent person in the immediate household.

For Death, “other relative” includes an uncle, aunt, cousin, niece, nephew, and in-laws other than those described in the preceding paragraph.

**F. Immediate Family: Personal Illness**

For personal illness, the “immediate family” includes husband, wife, a dependent son, a dependent daughter, any dependent person residing in the immediate household; or a father, mother, father-in-law, mother-in-law, sister or brother, son or daughter who is seriously ill.

**G. Treasurer**

The “Treasurer” shall mean the Treasurer of the Board.

**H. President**

The “President” shall mean the President of the AEA.

**I. Executive Director – Human Resources**

The “Executive Director – Human Resources” shall mean the Executive Director – Human Resources, unless otherwise specified.

**J. Seniority**

1. “Seniority” shall mean a numerical ranking based upon the total length of continuous full-time service with the Board. In the event that two members have the same number of years of continuous service, the following order shall be used to determine the most senior member: (1) effective date, (2) Board approval date, (3) contract offer date, (4) time of day of offer.
2. “Classification seniority” applies only to counselors and shall be the total length of continuous service in that classification with the Board. When, for the purposes of transfer or reduction in force, two or more counselors have identical classification seniority, total seniority in the Akron Public Schools shall determine the most/least senior of the counselors with identical classification seniority.

**K. Curriculum**

“Curriculum” shall be considered the planned program of instruction and Co-curricular activities authorized by the board.

**L. Personal Business**

“Personal Business” is an obligation or emergency over which the member has no control and which requires immediate attention.

**M. Full Time**

“Full Time” means any certified member contracted under time schedule 380 (or more) who works five (5) hours or more per day, five (5) days per week.

**N. Co-Curricular Activities**

“Co-curricular activities” shall be those activities for which the Board issues a supplemental contract.

**O. Middle School**

Whenever there is reference to secondary school or a secondary school member in this Agreement, it shall include middle schools and middle school members.

**P. Preparation**

A preparation is any class designated by an individual course code assigned by the Superintendent and offered for credit. “Independent Study” shall not be considered a preparation.

**Q. Master Equivalency**

Master Degree Equivalency on the salary schedule shall mean completion of 30 graduate semester hours or 45 graduate quarter hours of credit after completion of Bachelor Degree.

Effective July 1, 2000, no employee can enter the Master Degree lane on the teachers' salary schedule without actually holding a Master Degree from an accredited university.

Effective July 1, 1994, the Master Degree +18 Graduate Semester Hours lane on the teachers' salary schedule shall be amended by adding "Equivalency +18."

Effective October 1, 2000, no employee can enter Equivalency +18 Graduate Semester Hours lane on the teachers' salary schedule without actually holding a Master Degree from an accredited university and earning an additional 18 Graduate Semester Hours since the degree was conferred.

Effective July 1, 1994, no new employee can qualify for an equivalency degree lane on the teachers' salary schedule.

**3.02 Annual Time Schedule**

The "time schedule" covering the school year, the numbers of days within the school year, and the calendar for the school year are established annually by the Board.

Members shall be paid their daily rate of pay for each day that they are required to work during the summer in excess of their time schedule.

**3.03 Daily Rate of Pay**

The "daily rate of pay" of members is determined by dividing the total annual salary for the school year by the total number of days for the employment classification (job code).

**3.04 Work Day**

**A. Lunch Period**

Members shall have an uninterrupted, duty-free lunch period of at least thirty (30) minutes during each school day.

**B. Elementary – Secondary – Counselors**

The work day for elementary school teachers shall not exceed 435 minutes.

The work day for secondary school teachers shall not exceed 450 minutes.

The work day for counselors shall not exceed 480 minutes.

**C. Continuity of Instruction**

The superintendent shall attempt to arrange the work schedule of custodians and maintenance personnel to avoid the interruption of instruction.

In the case of construction work scheduled during the school day, the Superintendent shall attempt to arrange such construction work to be done in a manner as to avoid undue interruption of instruction, but not so as to impose undue costs. The parties acknowledge that with the OSFC construction process, unavoidable interruptions will occur.

**3.05 Member Work Load**

Service related to or sponsored by the employer, other than the days established in the school calendar or in addition to the minutes per day established by this Agreement, shall be voluntary and not a part of the member's work load.

Members shall not be required to supervise or be responsible for supervision of non-instructional programs which the Board may add to the school day without prior consultation between the Superintendent and the AEA.

Elementary art, music, and physical education instructors who are assigned more than twenty-eight (28) periods per week shall not be assigned duty responsibilities.

Members assigned to an elementary school (p.m.) and secondary school (a.m.) shall report to school twenty (20) minutes prior to their first instructional period, and the member shall not be assigned a homeroom or duty. In no case shall such member's work day exceed 450 minutes.

The Board shall, wherever possible, initiate and/or continue state, national, or locally funded programs to provide educational assistants for the performance of non-teaching administrative, clerical and/or supervisory tasks.

Whenever possible members shall not be required to perform record keeping or other clerical duties pertaining to the lunch program. This shall include the collection and accounting of the lunch monies and/or tickets.

Members shall not be required to perform custodial duties.

Members' work loads shall be within the limits established by the State Department of Education.

In addition:

- A.** Attendance in study halls shall not exceed one hundred (100) pupils per supervisor.

- B.** Secondary teachers in English, social studies, science and mathematics shall be assigned not more than six (6) classes per day with an optimum of two (2) preparations and a maximum of three (3) preparations.
- C.** Members shall not be required to remain in the classroom when a teacher certificated to teach in a special area such as music, art, industrial arts, physical education, home economics, and/or foreign language is in charge. Substitutes shall be provided in the absence of any certificated teacher in any subject area unless the substitute list is exhausted.
- D.** The daily work load for a secondary teacher in the Akron Public Schools is six (6) regular class periods, one (1) period of special duty (study hall), one (1) conference period, and a homeroom assignment.
- E.** Secondary class size shall be within the limits established by the North Central Association, and as funds become available, the Superintendent shall reduce class sizes.
- F.** The maximum size for all special education classes shall conform to federal and state regulations and/or specifications.
- G.** In library periods where the average daily attendance exceeds fifty (50), an additional staff member or an educational assistant will be on duty.
- H.** Each secondary teacher shall, in addition to his/her lunch period, have not less than five (5) planning periods per week.
- I.** Any member in grades 1-5 shall be provided with at least 180 unassigned minutes per week break in pupil contact time. Members shall have the time provided within the school day, with blocks of time of not less than 15 minutes each. In addition, each member shall have a 30-minute duty-free lunch.
- J.** Members who are assigned to more than one (1) building each day shall not be assigned a homeroom or duty.
- K.** Special education students shall be provided the same amount of art, music and physical education taught by a special subject teacher, as non-disabled students. The instructional time may be provided to the entire class or special education students may be included in general education classes, whichever is the least restrictive environment.
- L.** Members shall not be required to perform evening surveillance duty.
- M.** Members shall not be assigned restroom supervision as a regular duty period.

**N. Forms**

The Board is committed to reducing the amount of paperwork required of teachers, and to that end, all forms, developed and distributed on a district-wide basis, which are used to report or record student progress or achievement, shall be reviewed by the Association in accordance with Section 7.04 of this Agreement. Any new or revised form intended for district-wide distribution shall include a statement of necessity which explains the need for the form. Members shall not be required to complete forms subject to this section, until the Association has been provided an opportunity to review the form(s).

Resolution of any dispute over the necessity of a form shall be resolved through mediation, which, in this instance, shall be final and binding. The parties agree that any disputed form shall not be distributed until the mediator's decision or other resolution by the parties. This provision shall not apply to forms which are developed to obtain data required by any governmental entity.

In addition, the parties agree to establish a paperwork reduction review process. The parties shall mutually appoint an equal number of members to a committee which shall meet annually and make recommendations to the Superintendent for the reduction of paperwork.

**O. Standardized Testing Assistance**

The Board will annually provide financial assistance to the buildings for the preparation and administration of the standardized testing program as follows:

1. Secondary Schools (Middle and High School) will receive funding based upon the number of students enrolled as follows:

1 – 700 Students	Secondary Schools will receive one thousand (\$1,000) dollars per year
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700+ Students	Secondary Schools will receive twelve hundred (\$1,200) dollars per year
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2. Elementary Schools will receive funding based upon the number of regular education classrooms:

1-10	Seven Hundred Dollars (\$700) per year;
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11-15	Eight Hundred Twenty Dollars (\$820) per year;
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16-25	One Thousand Dollars (\$1,000) per year;
-------	--

26 +	Twelve Hundred Dollars (\$1,200) per year.
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The funding is earmarked for the provision of support in the preparation and administration of standardized testing.

**P. Submission of Grades**

Members assigned to elementary and middle schools shall submit student grades to the appropriate office within one week after the close of the grading period.

Members assigned to high schools shall submit grades to the appropriate office by the close of school on the third workday following the close of the grading period.

**Q. Eight Period Day**

The eight (8) period day shall be the standard schedule in high schools of the Akron Public Schools. The eight (8) period day in secondary schools shall be defined as eight (8) class periods, each of which shall be fifty (50) minutes in length.

In schools where the eight period day is in effect, the daily work load for secondary teachers is five (5) regular classes, one (1) period of special duty, one (1) conference period and one (1) lunch period. Additionally, teacher in English, social studies, science and mathematics shall be assigned an optimum of two (2) preparations and a maximum of three (3) preparations.

Assignments of any sixth (6<sup>th</sup>) regular class in lieu of a duty shall be voluntary and shall be offered on the basis of seniority.

The duration of pupil entry and exit, traditionally 8:00 a.m. to 3:15 p.m., shall not exceed four hundred thirty-five (435) minutes for the purpose of building supervision responsibilities.

References in the Master Agreement based on the nine (9) period day for purpose of workload or compensation shall be adjusted proportionately.

**R. Reconstituting Schools**

If during the term of this agreement, the Board is required to reconstitute a school or schools in order to comply with Ohio's requirements under the federal No Child Left Behind legislation, the Board shall request negotiations on the subject in accordance with section 13.07 herein.

The parties shall negotiate procedures for reconstituting a building, including all matters that affect members' wages, hours and terms and conditions of employment.

All provisions of Article XIII shall apply to the negotiations herein, except that the fact finder's recommendation shall be binding on the parties. No agreement reached may cause the Board to be non-compliant with No Child Left Behind legislation.

## **S. School Improvement Plans**

In accordance with Ohio law and/or State Department of Education regulations, each building shall have a School Improvement Plan (SIP) team. It is the responsibility of the SIP team to recommend instructional intervention strategies to be implemented by the staff to improve student performance. Based upon the results of student assessments, these strategies should be developed by the SIP team representatives and the members in the grade level or department they represent.

### **1. Membership**

Membership on the SIP team is voluntary. In elementary schools, the team shall consist of the principal and typically one member from each grade level. In the secondary schools, the team shall consist of the principal, an assistant principal, a counselor and a maximum of six teachers.

### **2. Testing and Assessment**

At present, the following district-wide testing and assessment categories are required to be monitored in the School Improvement Plan to determine student achievement progress:

Writing Diagnostics, Grades 1-5  
Harcourt Reading and Math Assessments, K-5  
DIBELS  
Ohio Academic Achievement Tests, Grades 3-8  
Nine-week short cycle assessments  
Ohio Graduation Test  
Student grades

In addition, district approved supplemental reading and math assessments are used at the building level to measure progress in the SIP team's recommended interventions during the school year.

### **3. Data and Forms**

The Board recognizes the importance of maximizing instructional time and minimizing time spent on clerical tasks relating to the collection and analysis of data. The Board agrees that forms used to record building assessment data shall be standardized, and that such forms shall be available for SIP team use by the 2007-2008 school year. The Board

further agrees, to the maximum extent possible, to provide equipment capable of electronically scoring assessment and provide reports of student performance in a disaggregated format necessary to the work of the SIP team. District approved supplemental reading and math assessments shall have a standardized reporting format, however electronic scoring of Grade K-3 and supplemental reading and math assessments is limited.

**4. Meetings**

A minimum of two (2) full days per school year shall be provided to each SIP team for the purpose of analyzing student data, making conclusions about the data and adjusting the SIP plan during the school year. These meetings will be held at the Ott Staff Development Center. The Board shall approve, at the request of a SIP team, the equivalent of a maximum of an additional two (2) days per school year for the SIP team business which can be held at the Ott Staff Development Center or the building and shall be funded by the building. A maximum of six subs each of the above days shall be provided by the Board. A minimum of one-half (.5) day shall be provided to the buildings so that the SIP team can communicate the analysis of the student performance data and the recommended interventions as identified in the SIP plan to the building staff and work with the staff toward implementation of the plan. This process shall take place during district waiver days and in the SIP team's school.

**T.** Members who are required to travel shall be allowed at least thirty (30) minutes of travel time between buildings. Travel time may not include any portion of a member's planning period or thirty (30) minute uninterrupted lunch period.

**U.** Teachers are required to have daily lesson plans.

**V.** For the purpose of voluntarily preparing classrooms for a new school year, members may have access to their classrooms no later than two (2) weeks prior to the first teacher workday. In the event classrooms are unavailable, members may have access not less than one (1) week prior to the first (1st) teacher workday. There may be instances where access cannot be provided.

**3.06 School Calendar**

The Board shall adopt its school calendar two years in advance. The calendar shall designate 1) work days with students; 2) work days without students; 3) paid holidays; 4) non-paid holidays; 5) Parent-Teacher Conference days, and 6) optional in-service days, if applicable.

The School Calendar Committee represents all bargaining units recognized by the Board. The School Calendar Committee shall be composed of one (1) representative for each 500 persons or fraction thereof represented by AEA; National Conference of Firemen and Oilers, Local 100 (Maintenance, Building, Grounds, Warehouse and Transportation Employees); Akron Association of Classified Personnel, Ohio Education Association;

OAPSE Local 689; National Conference of Firemen and Oilers, Local 100 (Child Nutrition Service Employees); and OAPSE Local 778.

Two (2) choices for the distribution of School Calendar days to be negotiated annually by the School Calendar Committee and the Superintendent shall be placed on a referendum ballot.

The School Calendar adopted by the Board shall be determined by a referendum of all personnel who shall vote on the two (2) choices negotiated by the School Calendar Committee (the composition of which has been defined heretofore) and the Superintendent. The complete results of this balloting shall be posted in each building.

### **3.07 Non-Degreed Teachers**

Non-degreed persons hired to teach vocational programs must work with an approved university vocational teacher education program to obtain a standard four-year vocational certificate to be eligible for continuous employment.

### **3.08 Pupil-Teacher Ratio (Student Loads)**

For grade 5 on a system wide basis, the pupil-teacher ratio shall not exceed 26 to 1, or the state minimum standards, whichever is lower.

The pupil-teacher ratio for each building shall be determined annually after the first 25 student days and shall be reported to the Board at its next regular meeting.

For the purpose of computing the pupil-teacher ratio, the Superintendent, executive assistants, specially certified teachers of art, music and physical education in the elementary schools, learning specialists, supplementary personnel assigned to teaching programs under special funding such as ESEA and DPPF, principals, assistant principals, counselors, educational assistants, office support personnel, clerks and all others, certificated or otherwise, who are not assigned responsibility for instruction in the regular school curriculum, shall not be included as a teacher. Enrollments in Kindergarten shall be computed at one-half (1/2) when the Kindergarten teacher is assigned all day in one (1) building excepting those buildings where All-Day Kindergarten program is in effect.

Special education students, included in the regular classroom, shall be counted in class size computations for the purpose of assigning new enrollees to a class. Special education students who are included into a general education class for up to one-half (1/2) day shall be considered as one-half (.5). Students who are included greater than one-half (1/2) shall be considered as one (1.0).

After the first 25 student days, the pupil-teacher ratio in grades 1 through 6 shall be determined by dividing the number of pupils in attendance by the number of classroom teachers.

In grades 7 through 12 in the academic disciplines, the pupil-teacher ratio for each teacher is to be determined by dividing the number of teaching periods into the total number of students instructed.

The daily student load for each secondary school teacher (grades 7 through 12 inclusive) shall not exceed the limits established by the North Central Association guidelines for grades 9-12 (presently 170). As funds become available, the Superintendent shall reduce student loads.

The Board and the Association agree that the pupil-teacher ratio of 26 to 1, for grade 5 on a system wide basis, shall remain in force for the length of the Agreement.

### **3.09 Appraisal**

Appraisal is the process of arriving at judgments about a member's performance.

The appraisal program pertaining to the performance of a member shall be conducted openly and with the full knowledge of the member. The member shall be given a copy of any written report pertaining to his/her performance, regardless of the medium on which such report is contained. Said copy shall be given to the member within five (5) work days. The member shall have the right to permanently attach to each written report a written response or reaction within thirty days of receipt of the report.

For the purposes of appraisal in the area of attendance on the observation and evaluation forms, the Akron Public Schools attendance handbook shall be used, except that absences of twenty (20) or more consecutive days required by a physician due to outpatient surgery or hospitalization and absences related to pregnancy shall not be counted against the member. The pregnancy exception is limited to four (4) weeks prior to the due date and, for a normal delivery, six (6) weeks after delivery and, for caesarian delivery, eight (8) weeks after delivery. Complications due to pregnancy, which extend either of the periods above, shall also be excluded.

Should there be more than four (4) administrative observations during a school year, the member shall be notified in writing of the reason(s) for the additional observations. Likewise, should there be more than four (4) supervisory observations during the school year, said member shall be similarly notified.

Audio or video equipment may not be used for the purpose of observing or evaluating a member's performance unless the member has provided written permission for such equipment to be used.

The performance appraisal program shall include visitation, observation and evaluation. These are defined as:

Visitation: any contact by an administrator or supervisor intended to provide information for the appraisal of the teacher.

Observation: a written record of an administrator's or supervisor's observation, based on visitation(s), provided to the teacher on the Observation and Appraisal Report Form. In the areas of "Conducting the Lesson" and "Planning the Lesson," such observation shall be dated and shall reflect only what was observed on the date indicated.

Evaluation: a determination, at the end of the school year, of the quality of the teacher's performance during the year. A written report is provided to the teacher through the year-end Teacher Evaluation Form.

#### **A. Evaluation**

Evaluation is conducted for the purpose of improving instruction, analyzing member performance with respect to continued employment, promotion, and non-renewal or contract termination.

Evaluation shall be the responsibility of the principal. The annual evaluation report shall be distributed to the member no earlier than the fifteenth (15<sup>th</sup>) day prior to the member's last work day, and no later than the third (3<sup>rd</sup>) day prior to the member's last work day.

In those cases where a member is required to evaluate his/her own performance, a conference with the building principal shall be required, prior to the transmittal of the evaluation to the Department of Human Resources.

In the areas of "Conducting the Lesson" and "Planning the Lesson," the evaluator shall use only that information provided to the member on the observations conducted during the school year for which the evaluation is being made.

A member shall not be requested or required to sign any evaluation until it is fully completed and signed by the principal.

At the request of the member or principal, a conference with the principal shall be held within five (5) work days after the receipt of the written evaluation. When a conference is held subsequent to an evaluation of a member, attendance shall be limited to the principal, the AEA representative, and the member.

Such written reports and observations as a principal may keep in order to aid in the preparation of the evaluation shall be made available for the member's inspection upon request.

**B. Administrative Visitation and Observation**

Administrative visitation shall be made by the Superintendent, executive assistant, building principal, director, coordinator, assistant or unit principal. When a visitation extends beyond fifteen (15) minutes, the administrator shall provide a written observation. When a visitation is less than fifteen (15) minutes, the administrator may exercise discretion as to whether or not to prepare an observation.

When an observation is made by the visiting administrator, a signed and dated copy of the observation is to be submitted to the member within five (5) work days after the visitation. Copies of such observations by the above administrators may be filed in the member's personnel folder. At the request of the member or the administrator providing the observation, a conference with the administrator shall be held within five (5) work days after the receipt of the observation. If the administrator is a coordinator or director, the administrator must review the observation with the member prior to discussing or submitting the observation to the building principal and before a copy is submitted to the member's file.

**C. Supervisory Visitation and Observation**

Supervisory visitation and observation are conducted for the purpose of improving instructional competencies within the classroom setting. Supervisory visitations and observations may be made by learning specialists or supervising teachers. When a visitation extends beyond fifteen (15) minutes, the supervisor shall provide a written observation. When a visitation is less than fifteen (15) minutes, the supervisor may exercise discretion as to whether or not to prepare an observation.

When an observation is made by the visiting supervisor, signed and dated copies are to be submitted to the building principal and the member within five (5) work days after the visitation. These observations shall not be filed in the Department of Human Resources; they may not be used in any proceeding concerned with termination or non-renewal of member's contract.

**D. Limited or Continuing Contract**

Members with a limited contract shall be evaluated annually in accordance with Section 3.09. Members with a continuing contract shall be evaluated once every three years in accordance with Section 3.09.

If the building principal determines there is a performance problem in years other than those where evaluation is required, the principal shall notify the Superintendent and the President. The teacher shall be subject to appraisal in accordance with Section 3.09. Within five (5) school days after an observation, a continuing contract teacher shall have the right to request a second party observation from individuals identified in Section 3.09, including learning

specialists. Within five (5) day of the second observation, the results of both observations will be made available to the Superintendent and the President.

In accordance with Section 3.09, principals shall have the right to make classroom visits and review lesson plans during the visit, and to discuss classroom performance with teachers any time during the teachers' employment.

**E. Clear Direction**

In the event inconsistent directions are provided a member as a result of administrative and/or supervisory visitations and observations, directions provided by the building principal shall take precedence over all others. The member may request a conference with the principal and such other authorized evaluators as necessary in order to establish clear direction for him/her. When such a conference is requested, it shall be held within five (5) work days.

**3.10 Disciplinary Interviews and Suspension**

Any disciplinary action taken by the Board shall only be for willful violations of reasonable regulations of the Board and/or the Agreement. No member shall be disciplined without just cause or because of the exercise of the right of freedom of speech or any other constitutionally guaranteed right, nor shall a member be disciplined unless it is determined through a disciplinary interview that just cause exists for the disciplinary action. The provisions of this section shall not apply to a suspension related to termination proceedings.

**A. Disciplinary Interview**

A disciplinary interview may be conducted by a field administrator, a central office administrator or the Executive Director – Human Resources.

In all disciplinary interviews, the following procedures shall apply:

1. A member shall receive a written notice at least forty-eight (48) hours prior to holding a disciplinary interview. Said notice shall contain the time and place of said interview and shall include the reason(s) for said disciplinary interview.
2. The interview shall be conducted in private, except that the member may request the presence of an AEA representative. When such a request is made, the interview shall not proceed until the representative is in attendance, unless the representative is unable to attend within five (5) work days.
3. No document shall be used by either party at any disciplinary interview conducted by an administrator for the Department of Human Resources unless a copy of such document has been provided to the other party at least two days in advance of the disciplinary interview.

**B. Progressive Discipline**

Formal disciplinary action shall consist of five (5) progressive steps and shall be taken only for just cause and shall not exceed the gravity of the member’s offense. Nothing in this Agreement precludes the repetition of a disciplinary action for an offense without progressing to the next step.

- First Step** Verbal Warning
- Second Step** Building Level Reprimand
- Third Step** Human Resources Reprimand
- Fourth Step** One day suspension with or without pay
- Fifth Step** Two day suspension with or without pay

Records of verbal warnings and building level reprimands shall be kept in the school office and not be made part of the member’s personnel file. Records of Human Resources reprimands and suspensions may be included in the member’s personnel file. Such records shall be removed from the member’s personnel file two years after being imposed, provided there is no intervening disciplinary action under the steps above.

It is understood that the severity of an act may warrant an immediate suspension (with or without pay). It is further understood that this option will only be used for serious offenses or where termination would not be judged appropriate. A decision to suspend a member under steps 4 and 5 above can only be made by the Superintendent or the Executive Director of Human Resources.

**C. Appeal**

If a member is disciplined by a field or central office administrator, the member shall have five (5) work days in which to appeal the decision to the Executive Director – Human Resources. The appeal shall be heard in a meeting between the member and the Executive Director – Human Resources which shall take place no less than ten (10) work days after the appeal request. The member shall have the right to the presence of an AEA representative at the meeting. If a member is disciplined by the Executive Director of Human Resources, the member may file a grievance in accordance with Section 3.29.

Notwithstanding the above, a member shall have the right to grieve in accordance with Section 3.29 and/or submit a written rebuttal of any disciplinary action taken against him/her. The rebuttal shall be attached to the record of the disciplinary action provided that it is submitted within forty-five (45) work days following notification to the member of the disciplinary action.

Failure by the administration to follow the procedures set forth above shall result in any disciplinary action becoming null and void.

Members placed on administrative leave as the result of an allegation reported to Children Services Board or the Akron Police Department are not subject to the disciplinary procedures above unless the allegations against them are substantiated or it is determined the member violated Board policy.

### **3.11 Reassignment and Transfer**

Reassignment and transfer of members outside this section shall be limited to the following items and only after consultation with the President: (a) to achieve or maintain a balance of race or sex of the staff within each building; (b) at least sixty percent (60%) of the staff in each building shall have had prior teaching service in the Akron Public Schools; (c) to protect a member's continuing employment.

The necessity for maintaining comprehensiveness and staffing for co-curricular activities may constitute overriding reasons for transfer outside this established policy. The Department of Human Resources shall notify the President of the circumstances requiring transfer outside this established policy at the time such deviations from established policy occur. No more than two (2) full-time members may be reassigned from one (1) school building to another during any school year under this exception.

For purposes of reassignment and transfer of a full time member split among buildings (excluding art, music and physical education teachers), the member shall be considered as being full time in each building in the event of a reduction or increase in the number of staff members assigned to the building. Said member shall have the right to any increase in staffing in either building before transfers of members to the building are made.

To the extent Ohio/Federal law and State Department of Education regulations require that teachers be highly qualified in the subject area in which they are teaching, no member may file, nor shall Human Resources process, a member-initiated request for transfer to a position for which the member is not highly qualified as of June 30.

Members who are involuntarily transferred to a 7-12 vacancy for which they are not highly qualified will be required to obtain HQT status for that assignment by June 30 of that school year or under the current state and federal guidelines, whichever is later. A member who refuses to become highly qualified by the deadline shall be required to file an involuntary transfer form requesting a position for which they are highly qualified. In the event there is no vacancy into which the member may transfer, the member's contract shall be suspended until such time as a vacancy becomes available.

The Superintendent shall furnish to the AEA the most current draft copy of each school's building organization sheet not later than July 15.

Additionally, the Superintendent shall provide to the AEA a record of all reassignments made under the provisions hereunder. Records of reassignments made as a result of the annual initial staffing in response to known vacancies and properly filed transfer requests shall be provided at the time teachers are notified of their inter-building reassignments or transfers. The provision of these records shall mark the conclusion of the annual initial staffing. Records regarding reassignments made after the annual initial staffing shall be

provided to the AEA within seven (7) calendar days after requested by the AEA or the first student day, whichever is earlier.

### **Shared Classrooms**

Whenever the number of teachers assigned to an elementary building exceeds available classroom space, a member in that building may agree to share a classroom with another member. A shared classroom is a classroom to which two (2) full time members and two (2) classes are assigned, or a classroom to which a full time floating teacher is assigned for a portion of the day. Members cannot be required to share a classroom.

All shared classroom vacancies shall be filled in the same manner as vacancies in 3.11A and B. Shared classroom assignments are for one year only. Such assignments may be renewed if the need for them continues the following year, and if the parties agree to continue the shared classroom arrangement.

In the event there is no longer a need for a shared classroom assignment, or in the event members decline to continue sharing a classroom, the following shall apply if the transfers are necessary:

If a vacancy exists in the building, the member who transferred into the building specifically for the shared assignment may accept the vacancy or transfer out of the building.

If a vacancy does not exist in the building, the member who transferred into the building for the shared assignment shall file a decrease in enrollment transfer.

If a vacancy does not exist in the building, and no member was transferred to the building specifically to share a classroom assignment, then the least senior member in the building will be transferred in accordance with 3.11B.

When assignment of additional staff to a building requires one or more shared classroom arrangements, and there are no members in the building volunteering to share a classroom in order to accommodate additional staffing, the Board may decline to assign additional staff to the building.

### **Posting of Vacancies**

A list of known system wide vacancies as of May 15 shall be posted in each building no later than May 20. A copy of this posting shall be sent to the President no later than May 20.

#### **A. Intra-Building Transfer or Reassignment**

A member desiring to transfer from one (1) grade level to another or from one (1) subject to another within the building shall file a request for transfer with the building principal prior to May 1. The building principal shall notify the member in writing prior to May 10 of the approval or disapproval of such request; if the

request is disapproved, the notification shall include the reason for such disapproval. Decisions in these transfers are subject to appeal, in writing, to the Executive Director – Human Resources, who shall respond to each appeal in writing. The appeals process shall be completed by May 20.

In the event the principal’s decision is upheld by the Executive Director – Human Resources, the member may elect to file an Inter-Building transfer request as outlined in B.1.b.1. below, specifying the vacancy requested in the Intra-Building Transfer request denied by the principal.

If, as the result of a spring staff reduction, a member is reassigned to a different grade level within the building, the member may complete a Teacher's Request for Transfer to indicate a desire to be restored to his former assignment. In the event a vacancy occurs in that assignment prior to or during initial staffing, the member shall be restored to the former assignment within the building.

## **B. Inter-Building Transfer or Reassignment**

Inter-building transfer and reassignment of full time members only shall be on the basis of seniority in the Akron Public Schools.

### **1. Inter-Building Transfer or Reassignment – Annual Staffing**

When selecting members for transfer and/or selecting members to fill vacancies occurring during the annual initial staffing, priorities shall be observed in the following order:

- Reassignments due to building closings and changes in vertical organization shall be completed before any other transfers or reassignment are made.
  - Member-initiated requests for transfer and transfers due to changes in student enrollment and/or program termination.
  - Principal-initiated transfer requests.
- a. **Due to Building Closings or Changes in Vertical Organization**  
(A vertical reorganization is a transfer or elimination of an entire grade level from a building organization.)

Transfer request forms for reassignments due to building closings or changes in vertical organizations shall be filed in the Department of Human Resources no later than June 1. When such reassignments are necessary, those highest in seniority within this category of transfers shall be reassigned first.

The priority in transfer granted to this category of transfer requests shall exist only for the initial placement. Subsequent movement to schools to which the member has assigned a higher ranking for transfer purposes than the ranking assigned the school to which the member received initial placement shall be based solely on the member's seniority in the same manner as member initiated request for transfer below.

b. **Member-Initiated Requests for Transfers and Transfers Due to Changes in Student Enrollment and/or Program Termination.**

Member-initiated request for transfer and transfers initiated by the administration due to changes in student enrollment and/or program termination shall be filed in the Department of Human Resources no later than June 1. Members requesting a transfer and members transferred because of changes in student enrollment and/or program termination shall be reassigned by order of seniority, those with the most seniority being assigned first.

1. **Member-Initiated Requests**

A member desiring to transfer from one building to another shall file a "Teacher's Request for Transfer." Prior to June 30, any member may, in writing, withdraw a request to transfer and the withdrawal shall be honored. The Executive Director – Human Resources shall notify the President of the total number of teacher-initiated requests for each building prior to July 10. Whenever the requests for transfer within a building exceed thirty percent (30%) of the number of members within the building, an investigation of causes within the building shall be conducted during the ensuing school year by a committee composed of the AEA Professional Problems Committee and a committee appointed by the Executive Director – Human Resources. The results of the study, with appropriate recommendations, shall be forwarded to the Superintendent.

2. **Transfers due to Changes in Student Enrollment and/or Program Termination.**

Members transferred under the provisions of this section of the Agreement shall be selected as outlined below:

A conference between the member transferred under these provisions and the building principal shall take place on or before June 1. The member may, if he desires, schedule a conference with the Executive Director – Human Resources any time after June 1.

Should intra-building reassignments be necessary, the member shall have the right, on a seniority and certification basis, to any existing vacancy. If there are no volunteers, the member with the least seniority in the affected area of certification shall be appointed to the vacancy.

### **Members to be Transferred under Items a. and b. Above**

In determining members to be transferred because of a change in vertical organization or because of enrollment changes and/or program termination, volunteers shall first be transferred on a seniority basis, those with the most seniority being transferred first, after which transfers will be made on the basis of seniority as follows:

In the elementary school, the member with the least seniority shall be transferred. In the event the least senior teacher is a Kindergarten teacher, and there is also a staff member to be reassigned internally as a result of a grade level reduction at a grade level other than Kindergarten, the Kindergarten position will be filled as follows: the displaced teacher takes the existing Kindergarten opening. If the displaced teacher does not have Kindergarten certification, the least senior teacher holding Kindergarten certification, and not currently assigned to a Kindergarten, will be assigned to the Kindergarten so long as that person has less seniority than the displaced teacher. In the event the displaced teacher is not Kindergarten certificated and there is no Kindergarten certificated teacher less senior than the displaced teacher, the least senior teacher not teaching Kindergarten will be dropped from the building, and the displaced teacher will be assigned to that grade level and the Kindergarten teacher originally reduced from the building will be returned to the building. Under no circumstances will a teacher holding Kindergarten certification and having more seniority than the displaced teacher be asked to transfer to Kindergarten to create a vacancy for the less senior displaced teacher.

In the middle schools and high schools, the member with the least seniority who is assigned to the area in which the reduction is being made shall be transferred. However, in cases where a member's certification would permit him/her to be assigned to an alternate department in which there is a member with less seniority, the latter member shall be transferred.

Following annual staffing, should a vacancy occur in a building prior to five work days before the first work day assigned to the member's job code, a member transferred from that building shall return to the building before new transfers or new assignments to the building are made provided the member has indicated that desire on the member's transfer form and the member is offered and accepts the option to return to the building. If there are no members returning to the building, said vacancy shall be filled by the most senior member eligible for transfer under any of the provisions above who had requested assignment to the building where said vacancy has occurred provided the new vacancy is a higher preference on the teacher's transfer form than the position assigned to the member at the time the vacancy is being filled and provided the member accepts the assignment. No more than two members shall be transferred due to any one vacancy being filled under the provisions of this paragraph. Any vacancy remaining shall be filled by members as yet unassigned on the basis of seniority, then by new hires.

Any vacancy occurring within five days of the first work day assigned to a member's job code shall be filled by members as yet unassigned on the basis of seniority, then by new hires. New hires assigned in this manner shall be informed that the assignment is temporary and that the member will be reassigned the following year.

The Department of Human Resources shall notify a member who is eligible for transfer following annual staffing. A member who cannot be contacted within a twenty-four (24) hour period shall forfeit his/her right to said transfer.

c. **Principal-Initiated Request for Transfer**

A transfer request initiated by a building principal must be preceded by a conference with the affected member on or before May 1. Such requests shall be submitted to Human Resources no later than May 15.

The Executive Director, Human Resources, may, upon receipt of a Principal-Initiated Request for Transfer, transfer a member for the following reason: refusal by a member to teach any curriculum adopted at the building level by the Building Leadership Team, including those programs adopted under Section 3.41 herein.

Prior to the last school day, the member may submit a written request for a hearing to the Executive Director – Human Resources. The member shall have an opportunity to appear before the Executive Director – Human Resources and offer reasons counter to the transfer. The hearing shall be scheduled within fifteen (15) work days following the receipt of the request.

The member shall have an opportunity to be represented by the AEA.

## **2. Intervention Specialist Transfers**

A request for transfer out of Special Education shall not be accepted in the case of any teacher until three (3) full years of service with the Board have been completed. This provision shall not apply to all persons hired before July 1, 1985.

When it becomes necessary to transfer special education teachers because of decreasing enrollment, including reassignment of units from one (1) building to another, the following shall apply:

- a. A member whose unit is reassigned shall have the option of transferring with the unit.
- b. In the event the member elects not to transfer with his/her unit, volunteers from the affected area of certification shall be the first transferred. The most senior volunteer shall be transferred first.
- c. If there are no volunteers, the least senior member in an area for which the affected member holds a certificate shall be transferred.

## **3. Elementary Special Subject Teacher Transfers**

- a. Elementary special subject teachers (art, music, physical education) shall retain a combination assignment whose net weekly time equivalency does not change, unless the teacher requests and is granted a teacher-initiated transfer.
- b. Elementary special subject teachers shall retain majority time assignments (2.5 or greater time equivalency) unless the teacher is transferred in accordance with other provisions under this section.
- c. Any increase in a majority time assignment within the first twenty (20) student days will be given to the person in the building with the majority time assignment.

- d. Elementary special subject teachers shall be assigned to minority time buildings (2.5 or less time equivalency) by the administrators in charge of the respective departments who shall consult with the teachers being assigned to such schools prior to assignment.
- e. In making adjustments during the first twenty (20) student days, the Superintendent maintains the right to reschedule any and all minority assignments for the purpose of minimizing the number of art, music and physical education teachers assigned to each building.
- f. Subject to the limitations set forth herein, after the twentieth (20<sup>th</sup>) student day, an increase in a building's art, music, and physical education teacher equivalency resulting from an increase in the number of sections shall be filled at the discretion of the Department of Human Resources.
- g. If a minority assignment grows into a majority assignment after the first twenty (20) student days and is projected to remain a majority assignment for the following school year, in the following year the assignment will be given to the person who had the larger time assignment in that building during the year in which the growth took place.
- h. After the twentieth (20<sup>th</sup>) student day, any teacher assigned to a majority assignment who still has an inflated schedule as determined by the art, music, and physical education teacher equivalency formula may be reassigned, reducing his or her schedule to no less than the equivalency assigned to that building.
- i. Any assignment that does not grow into a majority assignment during a school year but is projected to be a majority assignment for the subsequent school year is not covered by this agreement.
- j. The administration shall establish equivalencies and combine building assignments based on the following formula:

1, 2, 3 sections	.1 (1/2 day)
4, 5, 6 sections	.2 (1 day)
7, 8, 9 sections	.3 (1 ½ days)
10, 11, 12 sections	.4 (2 days)
13, 14, 15 sections	.5 (2 ½ days)
16, 17, 18 sections	.6 (3 days)

19, 20, 21 sections	.7 (3 ½ days)
22, 23, 24 sections	.8 (4 days)
25, 26, 27 sections	.9 (4 ½ days)
28, 29, 30 sections	1.0 (5 days)
31 or more sections	*

\*.1 for every three (3) sections or fraction thereof over 30.

- k. A section is defined as an elementary kindergarten through fifth grade classroom or a special education class that goes to art, music or physical education as a separate class. In buildings with two or more special education classes that attend art, music or physical education classes included in a regular class, an additional .1 (1/2 day) equivalency shall be allocated to the building.
- l. Because of difficulties in establishing combination assignments, it may be necessary for the Superintendent to split a majority time assignment.
- m. Special subject teachers who lose their room(s) after the start of the school year within the same building shall have .5 day without students for the purpose of moving and storage of materials; special subject teachers required to move to another building shall have up to 1.0 day(s) without students for the purpose of moving.
- n. In elementary buildings where the Vocal Music Teacher is required to travel, a portable keyboard and stand (cart) shall be provided. In buildings where more than one vocal music teacher is teaching at the same time, a second keyboard and stand (cart) shall be provided.
- o. Before being displaced due to another school function, special subject teachers shall be provided at least one week notice of that function by the building principal.

4. **International Baccalaureate Program**

Individuals who have transferred into an I/B program position under section 3.11, Reassignment and Transfer, shall be required to complete the training component(s) for the I/B program as listed in the job posting for the position and within the timeframe required by the governing body for I/B. If the required training has not been completed within the mandated timeframe, the individual will be required to transfer from the position.

Should an I/B program position become vacant due to a decline in student enrollment, and no staff member within the building elects to be assigned to the position, the least senior member within the affected curricular area would be offered the position. If the least senior member declines to accept the position, then the position will be filled pursuant to the reassignment and transfer provisions of Section 3.11.

**C. Fall Assignment, Reassignment or Transfer Due to Enrollment Changes**

The Board may transfer between buildings up to eight (8) members (excluding Intervention Specialists) under the provisions herein. Additional transfers may be made only upon agreement of the President. The Board may transfer no more than six (6) Intervention Specialists.

Fall transfers of members including Intervention Specialists between buildings and grade levels shall be made within the first fifteen (15) student days except for elementary special subject teachers (art, music, physical education) whose transfers shall be made within the first twenty (20) school days. The transfer of teachers other than elementary special subject teachers shall be made based upon the second Friday report as follows:

A list of fall vacancies shall be provided not later than the Tuesday following the second Friday report to each building in which a member is being reduced. Members identified for inter-building transfers herein shall select, on the basis of seniority, from among the vacancies on Thursday following the second Friday report. Members shall be given not less than one day to move materials and prepare the classroom to which they have been reassigned. Intervention Specialists transferred under these provisions shall be granted a \$100 supply allowance for purchase of supplies either through the Akron Public Schools warehouse or through private vendors. The rules governing the purchase of these supplies are the same as those governing teacher supply allowance expenditures in Section 8.22 of the Master Agreement.

In the event a vacancy occurs in a building from which a member was involuntarily transferred, that member shall be offered the opportunity to return to the building. If the member returns to the building, then the assignment from which he is transferring shall be listed among the vacancies referred to above.

If a member, including an Intervention Specialist, must be reassigned because of a decrease in student enrollment, volunteers shall be transferred first, on a seniority basis, those with the most seniority being transferred first. If there are no volunteers, the following shall apply:

In the elementary school, the member including Intervention Specialists with the least seniority shall be transferred.

In the middle and high schools, the member including Intervention Specialists with the least seniority who is assigned to the area in which the reduction is being made shall be transferred. However, in cases where a member's certification would permit him to be assigned to an alternate department in which there is a member with less seniority, the latter member shall be transferred.

### **3.12 Position Vacancy**

If a teacher leaves a teaching position prior to November 1, and the vacancy will continue for the rest of the school year, the position will be filled by a contract teacher unless a candidate with proper certification is unavailable.

After November 1, the position mentioned above will be filled by a substitute.

If a new teaching position is created prior to the end of the first semester, the position will be filled with a contract teacher unless a candidate with a proper certification is unavailable.

If a new teaching position is created after the start of the second semester, the position will be filled with a substitute teacher.

#### **A. Ratio Position-Posting and Notification**

Vacancies for any position, present, new, or additional, below the salary ratio of 1.24 will be publicized by sending a written notice to each building for posting in the school office, faculty lounge, or other appropriate place in each school or department, except that the positions of family and consumer sciences, work and family, and Grads shall be filled pursuant to section 3.11, Reassignment and Transfer.

The notice of vacancy should be posted at least ten (10) work days prior to the application deadline, and it shall clearly set forth the qualifications for the position.

Teachers who desire to apply for such positions shall file an application in writing with the Executive Director – Human Resources within the time limit specified in the notice.

All applicants will be notified in writing when the position has been filled. Such notification must be received by the unsuccessful candidates within ten (10) work days after the position has been filled except in cases where interviews are being conducted to develop an eligibility list.

Whenever an administrative or supervisory vacancy must be filled promptly, notification of the vacancy and the reasons for the urgency of filling the position will be provided to the President.

Members of the bargaining unit who leave their assignment (building and subject area) to accept a permanent administrative assignment are not guaranteed a return to their assignment. Said members may return to a bargaining unit position through the spring transfer process. A member returning to the bargaining unit shall be assigned through the transfer process on the basis of zero (0) years seniority in the Akron Public Schools.

Members of the bargaining unit who leave their assignment (building and subject area) to accept a temporary administrative assignment are guaranteed a return to their assignment if the temporary assignment ends within the same school year. If the temporary administrative assignment continues into the following school year, the member may only return to the unit through the spring transfer process on the basis of zero (0) seniority in the Akron Public Schools.

Members of the bargaining unit who leave their assignment (building and subject area) to accept a temporary administrative assignment during two consecutive semesters separated by a summer recess are not guaranteed a return to their assignment. Said members may return to a bargaining unit position through the spring transfer process on the basis of his or her seniority in the Akron Public Schools.

All appointments shall be made without regard to age, race, religion, color, national origin, sex, marital status, or handicap.

**B. New Teacher Position Vacancy**

When there is a vacant teaching position in a building requiring a new hire and it is possible to do so, Human Resources will provide three (3) candidates to be interviewed and selected by the Building Leadership Team or, where no Building Leadership Team exists, by the principal in consultation with selected members of the staff.

When a new teacher is being hired into an identified position in a specific building, the Building Leadership Team shall be responsible for selecting the teacher to be hired. At least half of the four (4) applicants to be interviewed shall be members with three (3) or more years of service as tutors or substitute teachers in the district. A member must have substituted a minimum of sixty (60) days in a school year for a year of credit under the provisions of this section.

Tutors and substitutes assigned to the building in which the vacancy exists shall not be excluded from the interview process for that building's opening.

The Superintendent may assign a minority teacher to a building in order to maintain or establish a proper faculty racial balance.

### **3.13 Resignation, Termination, or Non-Renewal of Contract**

#### **A. Resignation**

A member may resign without adverse consequence provided the written resignation is submitted prior to July 10, and further provided the effective date of the resignation falls after the last day of school but prior to July 10. The Board may seek the suspension of teaching certification for any member who may resign after the tenth (10<sup>th</sup>) day of July or when schools are in session. Members who wish to resign must submit a resignation in writing to the Executive Director – Human Resources at least ten (10) days before the effective date of the resignation.

#### **B. Non-Renewal of Contract by the Board**

The principal of each school is responsible for submitting to the Executive Director – Human Resources, not later than the last work day of December, a written report concerning any member whose performance is not satisfactory and to give to the member a copy of the report which must include a statement of what has been done to help the member. This report must be based upon a minimum of two observations and must reflect the criteria contained in the forms used for the observation and appraisal process provided in section 3.09 of the Agreement.

Not later than the last day of March, the principal is required to make a second written report and to include a statement of further efforts to help the member. This report shall be based upon a minimum of three observations, at least one of which shall be conducted in each of the months of January, February and March. If the principal becomes convinced the member should be dismissed, the principal must submit a written report and recommendation for dismissal to the Executive Director – Human Resources, and must give a copy to the member prior to April 10. The principal's decision must be based upon the criteria contained in the forms used for observation and appraisal in section 3.09 and must reflect only what is on the observation reports.

The procedures for non-renewal of contracts listed above do not apply to supplemental contracts. Supplemental contract non-renewal notices will be noted on the face of the supplemental contract and do not require any additional notice of non-renewal, pursuant to this Agreement or Ohio law.

#### **C. Termination of Contract by the Board**

Before terminating the contract of any member or refusing to renew the contract of any member with three (3) consecutive years of service in one (1) building, or five (5) or more years of service in the Akron Public Schools, the Board shall furnish the member a written notice signed by the Treasurer of its intention to consider the termination of his/her services, with full specifications of the grounds for such consideration. Unless the member so notified demands, in writing, within ten (10) days subsequent to the receipt of said notice, an opportunity to

appear before the Board and offer reasons against such termination, the Board may proceed with formal action to terminate services. If said member, within 10 days after receipt of notice from the Treasurer, demands in writing a hearing before the Board, the Board shall provide for such a hearing. The hearing shall be conducted under the rules set forth in Section 3319.16 of the Ohio Revised Code.

Except for those hearings provided for in Section 3319.16 of the Ohio Revised Code, other hearings required hereunder shall be closed hearings, conducted before a committee of the Board. The committee's recommendation shall be presented to the Board for approval or rejection.

#### **D. Staff Reduction**

##### **1. Full-Time**

When a member is released from assignment due to decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, lack of program funding, curriculum changes, or for any other reason, the member holding that assignment shall be transferred according to the provisions outlined in Section 3.11 B. 1. of this Agreement.

In the event there is no available position for which the member is certified, the members in that area of certification on limited contract shall be listed according to seniority and the contract of the member with the least seniority shall be suspended.

In the event all of the contracts of the members on limited contract have been suspended, the contracts of the members in that area of certification on continuing contract shall be suspended in accordance with the provisions of Section 3319.17 of the Ohio Revised Code.

Members assigned to ratio or extended time positions shall not be exempt from the reduction process.

Members whose continuing or limited contracts have been suspended shall have the right of restoration to service in the Akron Public Schools in order of seniority if and when positions become vacant or are created for which any of such members are, or have become, qualified.

The administration shall maintain a recall list of all members whose contracts have been suspended. The recall list shall be organized on the basis of seniority and certification.

A member who is recalled to an assignment at the same level (elementary, middle or high school) to which he or she was assigned at the time of contract suspension shall accept the assignment or be removed from the recall list. The Board has no obligation to employ any member who declines recall under the circumstances above.

A member who is recalled to an assignment at a level (elementary, middle or high school) different from the level to which he or she was assigned at the time of contract suspension shall have the right to refuse the assignment and remain on the recall list without penalty. A member's right to refuse recall under these circumstances shall be limited to one occurrence. Any subsequent recall offer refused by a member shall result in the member being removed from the recall list.

Assignments to which members are recalled shall be permanent, except that any member recalled to a position for which there are two or more time schedules shall be informed that the assignment is temporary. Members so assigned shall file a transfer form in accordance with 3.11 B. 1. b. by June 1.

**2. Part-Time**

For the purposes of staff reduction among part-time members, said members shall be classified in groups according to job codes as follows:

039, 452, 451, 454 Title I and 100 Book Challenge Tutors

039 Special Education Tutors

039 ESL Tutors

In the event of a reduction in force of part-time members in the job code classifications above, members in the classification being reduced shall be listed according to years of service and the contract of the member with the least years of service shall be suspended. No certificated member may be reduced before all degreed but non-certificated members are reduced, nor shall any degreed member be reduced before all non-degreed, non-certificated members are reduced.

Part-time members whose contracts have been suspended shall have the same procedural rights to recall as full-time members.

**E. Termination of Supplemental Contracts by the Board**

Before terminating the supplemental contract of any member, the Board shall furnish the member a written notice signed by the Treasurer of its intention to consider the termination of his/her contract, with full specification of the grounds, including incident(s) and/or date(s) for such consideration. Unless the member so notified demands in writing, within ten (10) days subsequent to the receipt of said notice, an opportunity to appear before the Board and offer reasons against such termination, the Board may proceed with formal action to terminate the contract. If said member, within ten (10) days after receipt of the notice from the Treasurer, demands in writing a hearing before the Board, the Board shall provide for such a

hearing. The hearing shall be conducted under the rules set forth in Section 3319.16 of the Ohio Revised Code. The hearings shall be closed hearings conducted before a committee of the Board. The committee's recommendation shall be presented to the Board for approval or rejection.

**F. Policy Regarding Disability Retirement**

If a member is unable to perform satisfactorily the duties of his/her position because of physical or other disability, or is required to apply for disability retirement, his/her contract status shall not be terminated. The member's insurance coverage shall be continued at Board expense until such time as the disability retirement application is approved by STRS and monthly benefits and STRS hospitalization coverage commences.

In the event the member's application for disability is denied by STRS and the member has exhausted his/her accumulated sick days, the Board shall continue to provide insurance coverage to the member for forty-five (45) work days after the STRS Board has ruled that the member's application has been denied. During this forty-five (45) day period, the member has the right to appeal the STRS denial or to apply for illness leave.

The Board shall maintain insurance coverage for a member who has exhausted his/her sick days and has filed, in a timely fashion, an appeal with STRS. The Board shall provide insurance coverage under these circumstances until STRS rules on the member's appeal or for six (6) months, whichever is less.

A member who fails to appeal an STRS decision to deny his/her application for disability retirement or who fails to apply for illness leave within forty-five (45) work days shall be placed on unrequested leave and shall be responsible for the cost to the Board for maintaining his/her insurance coverage. Upon notice of denial of disability leave, a member must immediately notify the Executive Director – Human Resources to request placement on leave, or intention to return to work.

**Eligibility Requirements**

Members must meet the eligibility set by STRS for disability retirement.

**Application**

Members must follow the application procedures set by STRS for disability retirement.

### **Termination of Disability**

Under current STRS procedures, disability retirement may be terminated following the member's written request to the STRS Board. Before such termination is effective, the member must be examined by a medical examiner representing the STRS Board which must then approve such termination.

Membership and service credit in the Retirement System are retained during disability retirement. A member who earns 2 (two) years of contributing service credit in STRS, PERS, or SERS following termination of disability retirement receives credit toward service retirement for the period on disability retirement.

### **Contract Status**

A member who was under contract when granted disability retirement and who has not resigned is on leave of absence for his/her position during the first five (5) years on disability retirement. If disability retirement is terminated by the Retirement Board within the 5-year period, the member is entitled to be restored to the same or to a similar position and salary not later than the next September 1.

### **3.14 Professional Personnel Records**

According to State Department of Education requirements, certain personnel records shall be kept up-to-date and on file for reference at all times. These and other personnel records shall be filed in the Department of Human Resources.

These personnel records include:

- a. Application of reemployment, including references.
- b. Copy of the latest contract, properly signed.
- c. Copy of latest salary notice.
- d. Health certificate card.
- e. Health History card.
- f. Ohio teaching certificate.
- g. Personnel record card.
- h. Personal and professional data form.
- i. Transcript of college credits showing the official record of the degree granted, original or certified copy.
- j. Record of military service.

k. Record of tuberculosis or X-ray.

The Department of Human Resources shall provide copies of all written documents that the member has a right to review upon written request of said member. Such documents shall be furnished within ten (10) days. Current cost per copy shall be determined by the Treasurer.

Members shall have the opportunity to read any material which may be considered derogatory to the member's conduct, service, character, or personality, before it is dated and placed in his/her personnel file.

The member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the member. His/Her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. He/She shall also have the opportunity to reply to such derogatory material in a written statement to be attached to the filed copy.

Members shall be informed within five (5) days of any written complaint by a parent, student or supervisory person which is directed toward that member and may become a matter of record. Only signed written complaints can become a matter of record.

Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

Each member shall have the right, upon request, to review all contents of his/her own personnel file, with the exception of items a. and i. listed above. A representative of the Association may, at the member's request, accompany the member in such a review.

The President shall have the right to examine, at the member's written request, the complete files pertaining to the member.

### **3.15 Tuberculosis Test for Employees**

All new employees of the Board are required to present documented evidence of having a negative tuberculosis test (Mantoux Test 5 TU PPD) within ninety (90) days before their first day of employment. If the member is a positive reactor, the member must have a chest X-ray and any other medical and laboratory examination deemed necessary by the member's physician or board of health of the City of Akron to determine the absence of tuberculosis in a communicable state within ninety (90) days before his/her first day of work.

This information must be submitted to the Department of Human Resources and will become a part of the member's health history records.

### **3.16 Building Financial Statements**

Copies of the monthly appropriations status report shall be posted in the teacher's lounge(s) for at least three (3) school days within two (2) weeks following the beginning of each month.

Rules and regulations governing the transfer of funds from club accounts to the school general account shall be posted in the teacher's lounge(s) in each building for the inspection of the general staff. Such posting shall be within two (2) weeks following its submission to the Office of Business Affairs.

### **3.17 School Management**

#### **A. School Faculty Council**

The School Faculty Council shall be formed in each school building. The principal and/or his/her designate(s) shall meet monthly during the school year with the School Faculty Council. The Council shall have as one of its members the AEA Building Representative.

The purpose of the Council shall be to provide a means of communication between the building staff and the building principal. The Council shall serve in an advisory capacity to the building principal.

The size of the Council and the departments, levels, and special groups to be represented on the Council shall be determined by the faculty at a September meeting.

The faculty shall elect the representatives to the Council by secret ballot during the month of September. After the first (1<sup>st</sup>) of October, the Council shall meet and elect its chairman by secret ballot. Neither the building principal nor the AEA building representative may serve as chairman. The term of the new council shall begin at the beginning of the school year.

The chairperson, in cooperation with the principal, shall schedule one (1) council meeting per month. The agenda for this meeting shall be prepared by the chairperson and submitted to the principal (who may add items) and council members at least twenty-four (24) hours before the meeting.

Other meetings of the Council may be called by the chairman, a majority of the members of the Council, or the principal.

The chairman shall designate a member of the Council to serve as secretary at each session. This person shall be responsible for providing a summary of the meeting to the building principal prior to the preparation of the minutes for general staff distribution.

The principal and Faculty Council shall consult on all matters involving building policy and procedures. Unresolved issues shall be referred in writing to the AEA Professional Problems Committee by the Council chairman within five (5) days, if the majority of the Council so instructs him/her. A copy shall be given each member of the Council.

The Faculty Council shall have the right to determine the expenditure of funds which are made available through food or beverage machines operated in the faculty lounge(s).

The Council shall designate the activities to be supervised, subject to faculty approval, and recommend to the principal those employees to be paid under the extra pay category of “activity supervisors.”

## **B. Building Leadership Team**

Effective with the 1991-1992 school year, a School Faculty Council may become a Building Leadership Team. The process for converting a School Faculty Council to a Building Leadership Team involves three steps:

1. The principal, the Faculty Council, or a majority of the certificated staff requests a presentation on the building leadership teams from the commission on site based management.
2. The certificated staff of the building shall have the opportunity to attend a commission presentation on building leadership teams.
3. The certified staff votes by secret ballot and by a two-thirds margin of all certificated staff assigned to the building approves converting the School Faculty Council to a Building Leadership Team.

A Building Leadership Team is characterized by the one-person-one-vote principle, with the building principal being a voting member of the Team with one vote. The Building Representative and the PTA President shall also be members of the Building Leadership Team. An additional parent representative may also be selected by the Building Leadership Team to serve as a team member. The Building Leadership Team is to participate in shared decision making, a concept in which teachers and the principal work together to make building level decisions. The partnership established by the Building Leadership Team must protect and guarantee the interests of the teachers and the administrator(s).

The Building Leadership Team shall collectively assume responsibility for building level decisions within the limits of law, state minimum standards, board policy, budget, and professional ethics. The Building Leadership Team’s authority is limited to those decisions that would ordinarily be made at the building level. The Building Leadership Team may reserve to itself or designate to the principal specific types of decisions. Where a decision is not reserved or designated, the principal shall retain responsibility in that area.

The building principal shall be able to appeal any Building Leadership Team decision that he/she believes is a violation of the limits of the law, state minimum standards, board policy, budget, or professional ethics to a committee composed of the Superintendent or his/her designee and the President or his/her designee. If a mutually acceptable decision cannot be reached within thirty (30) days of the date of the appeal, the principal's appeal shall be forwarded to the Board for action within fifteen (15) work days or at the next regularly scheduled Board meeting, whichever is later. A record of such appeals and decisions shall be made and a copy of the record promptly provided to all parties.

If a Building Leadership Team desires to take action for the 1992-1993 school year and/or subsequent school years which requires an exception to the Agreement, to the policies of the Board, or to the administrative regulations of the Board, it shall arrange for the entire staff of the building to have the opportunity to provide informed reaction to the anticipated request before the Building Leadership Team votes to request the exception.

Exceptions to the Agreement shall be granted only by a majority vote of the full Joint Professional Problems Committee. The Joint Professional Problems Committee shall consider the request at the first regularly scheduled meeting following receipt of the request and must vote no later than the second regularly scheduled meeting following receipt of the request unless a delay in the vote is agreed to by the President and the Executive Director – Human Resources. The Superintendent and the President shall cooperate with the Building Leadership Team in implementing the exception.

The Joint Professional Problems Committee shall consider requests for an exception to Board policy and shall make a recommendation to the Superintendent. The Superintendent shall consult with the Board and respond to the requested exception within fifteen work days or following the next regularly scheduled Board meeting, whichever is later.

Immediately upon ratification of this agreement, the parties shall select members to serve on the site-based management commission as described in section 11.02 of this Agreement. This commission shall be available to advise Faculty Councils and the Joint Professional Problems Committee about the process of becoming and working as Building Leadership Teams.

For the duration of this Agreement reaffirmation of the Building Leadership Team and its membership shall be required annually in September by a simple majority vote of all the certified staff assigned to the building.

The President and the Superintendent shall cooperate in assisting Building Leadership Teams to fulfill the responsibilities involved in shared decision making. If, in the opinion of the Superintendent or the President, an intervention is warranted with respect to the operation of any Building Leadership Team, either may request that the Joint Professional Problems Committee conduct a

review. Subsequent to the review, the Joint Professional Problems Committee shall submit recommendations to the President, the Superintendent and the Board which may include, but are not limited to, intervention by the Site-based Management Commission or a rearranging of the organizational structure of the building. If the Joint Professional Problems Committee cannot agree to a set of recommendations, the Board shall determine what, if any action is to be taken.

**C. Annual Review**

Section 3.17B. Building Leadership Teams shall be reviewed at the end of each school year by the Joint Professional Problems Committee and revisions may be made by the mutual agreement of the President and the Executive Director-Human Resources.

**3.18 Staff and Other Meetings**

Meetings on the first work day of the school year shall be scheduled so that each member has the equivalent of one-half day to prepare his/her classroom for the opening day of school. Attendance at meetings other than those specified in this section shall be voluntary. Minutes of such meetings shall be provided each staff member. Although members are encouraged to attend school functions and school-related meetings, Open House and Parent-Teacher Conferences are the only evening meetings with required attendance.

**A. Building Meetings**

All members shall attend the scheduled Tuesday building staff meetings. Staff meetings may be held in the member's building before or after school as determined by a majority vote of the school faculty. Evening meetings shall begin within ten (10) to fifteen (15) minutes following school dismissal and shall not exceed one (1) hour in length nor extend beyond 5:00 p.m. Morning meetings shall not exceed one (1) hour and shall end not less than ten (10) minutes prior to the beginning of a teacher's homeroom responsibility. One (1) meeting may be held each month, without restriction on content except that "building concerns" will be the first item of business on the agenda. Members shall not be required to tabulate data during a staff meeting or complete assignments for subsequent meetings. A second meeting may be called in May to address building operations issues related to the closing of school. The agenda for all building staff meetings shall be distributed to the staff at least twenty-four (24) hours prior to the meeting.

The principal may schedule one (1) staff meeting per school year at another Akron Public Schools building. In case of emergency, the principal may, with the agreement of the AEA Building Representative, call additional building meetings without notice.

Staff meetings shall not be held on election days or on days designated as Open House or Conference Days.

The principal shall not require a member to attend a “make-up” staff meeting when a member is unable to attend the regularly scheduled meeting, nor shall the member be required to view a video tape of a missed staff meeting.

**B. Open House and Conferences**

All members shall attend the annual Open House each school year which may be scheduled in the evening.

All members shall attend the scheduled fall and spring Parent-Teacher Conference Days. Conference days shall be scheduled on Thursday evening (5:30-8:30 p.m.) and Friday (9:00 a.m.-12:00).

For the purpose of scheduling parent-teacher conferences on Parent-Teacher Conference Day, members shall not be required to make telephone contact with parents.

In lieu of attending the Parent-Teacher Conference Day each semester, a member may elect to make eight (8) visits to eight (8) different homes to be completed within the semester and prior the scheduled Parent-Teacher Conference Day. Documentation of each home visit must be provided to the principal.

By a majority vote of members assigned to the building, a faculty may elect during the month of September to schedule report card pickup days [twelve (12) hours annually] in place of the Parent-Teacher Conference Day/Home Visit option. In the event a faculty votes for the report card pickup option, members will not have the option to make home visits or conduct parent teacher conferences.

Report card pickup days shall begin five (5) minutes after school dismissal.

Intervention Specialists, Speech/Hearing Therapists and Psychologists who have completed the IEP's due by the date of the conference day for all students assigned to them shall be excused from attending Parent-Teacher Conferences/Home Visits or Report Card Pickup Conferences.

**C. Inservice**

At least once every two years, one building meeting, identified in paragraph A above, shall be devoted exclusively for inservice on the Code of Student Behavior. An inservice schedule shall be jointly developed by the Executive Director of Student Services and the Association President.

Two (2) half days annually, with full pay within the school day, shall be scheduled within the school calendar for the purposes of inservice education. Effective with the 1997-1998 school year, the Board shall schedule four (4) late start/early release sessions. Such programs shall be planned by the Division of Curriculum and Instruction in consultation with the professional staff. The dates

for inservice sessions shall be determined by the school calendar committee and shall be included on the school calendar.

A member may develop a personal growth proposal in lieu of attending the scheduled late start/early dismissal inservice sessions. The proposal may include visits to other school systems or attendance at professional conferences. Said proposals shall be submitted to the Joint Professional Problems Committee for approval, and shall not exceed two (2) annually.

The Superintendent shall establish an inservice steering committee composed of four administrators named by the Superintendent and four members named by the President. The function of the committee shall be to develop and monitor the system's staff development program. The system's staff development program shall have as its goal the improvement of student outcomes and test scores.

The Board reserves the right to request designated teachers to participate in inservice activities for five (5) days outside the normal member work year. Effective October 5, 2010, members who attend an in-service activity will be compensated at the rate of Fourteen Dollars (\$14.00) per hour (Job Code 605, workshop stipend). Workshop presenters shall be compensated at the extended time rate (Job Code 604, extended time professional certificated). Teachers within designated areas of assignment selected to participate in the additional week of inservice activities will be advised by the close of the school year. Participation in the program is voluntary. The inservice seminar will be scheduled within a ten-day period prior to the report date.

Members choosing to attend optional board sponsored inservice days, provided within the school calendar, shall be compensated for their attendance at the established daily substitute rate. Inservice programs scheduled in the two (2) mandatory half day inservice days shall occur within Summit County. Attendance at such inservice activities scheduled outside the county shall be voluntary. The Board shall reimburse all members attending such inservice activities outside the city at the established mileage rate.

Preparing and presenting inservice programs or other presentations within the established school calendar, or in addition to it, are not part of a member's work load. Such assignments shall be voluntary. Members selected as presenters for inservice activities shall be reimbursed for their services at the extended time employment rate (JC 604).

Members will attend professional staff development training or inservice during the workday when scheduled by the Assistant Superintendent for Curriculum and Instruction. Said meetings may be scheduled on a waiver day (a day when students are not in attendance) or on a normal workday. When scheduled on a normal workday, the Board shall provide substitute coverage for teachers who attend the meeting.

In addition to the above, the Board shall schedule not less than 12 hours of professional staff development training or inservice each semester. Said training shall be scheduled after the school day in blocks one to two hours in length and shall start not later than 3:30 p.m. and conclude not later than 5:30 p.m. Training sessions shall be published during the semester immediately prior to the semester in which the training will be offered.

Member attendance at the training described in the paragraph above shall be voluntary and shall be unpaid, except that members who attend six clock hours of training during the first semester shall be excused from the inservice/records day at the end of the first semester, and members who attend at least six clock hours of training during the second semester shall be excused from the last work day of the school year.

**D. Departmental, Grade Level, or Special Subject Meetings**

In months when members are required to attend a departmental, grade level, or special subject meeting, members shall not be required to attend the monthly building staff meeting.

Special subject teachers (art, music, health and physical education, library science, foreign language, home economics, business education, special education, vocational education, industrial arts/technology education) shall attend two (2) special subject citywide meetings annually. These meetings shall not extend beyond 5:00 p.m.

All other members shall attend two (2) building departmental or grade level meetings annually which shall be scheduled in their buildings. These meetings shall begin within ten (10) to fifteen (15) minutes following school dismissal and shall not exceed one (1) hour in length.

**E. Records Day**

A records day for members shall be scheduled for one-half (1/2) of the final day of the fall semester; that portion of the day to be set aside for this purpose shall be designated by the Superintendent.

**3.19 Dialogue Day**

Dialogue Day shall be scheduled on Saturdays for three (3) or more hours. Attendance shall be voluntary. Members participating shall be paid at the established hourly inservice rate, and shall be granted continuing education units (CEU's).

### **3.20 Curriculum Review Committee**

Requests for a curriculum study on programs already in place shall be submitted to the AEA Curriculum Committee. The committee shall collect and evaluate data from the teachers requesting the change and/or study. The committee shall then determine whether to submit the proposed change or study request to the Assistant Superintendent for Curriculum and Instruction, for formal consideration.

In the event a request to study or change programs already in place is approved by the AEA Curriculum Committee, the chairman shall notify the Assistant Superintendent for Curriculum and Instruction of such approval. No more than two (2) studies shall be submitted to the Assistant Superintendent for Curriculum and Instruction during any one (1) school year. The Assistant Superintendent for Curriculum and Instruction shall form a committee, which one of them shall chair, and one-half (1/2) of which shall be the AEA Curriculum Committee.

The Joint Committee shall meet to discuss the proposed change. A curriculum change shall be recommended to the Superintendent by a majority vote of the Joint Committee.

In the event a curriculum modification is approved by the Joint Committee, the Committee's report shall be submitted to the Superintendent for disposition. The report shall specify the instructional materials and support personnel required to effect the recommended modifications.

All curriculum modifications approved by the Board shall become effective at the beginning of the next semester, if possible. Under no circumstances may an approved change become effective later than the beginning of the next school year.

In the event the Joint Committee rejects a proposed curriculum modification, the Committee shall provide members requesting the change with a report which shall specify the reasons for the rejection of the purposed change.

The Board shall notify the Association of any changes it intends to make in the curriculum, including changes in courses of study. A volunteer committee shall be established to study the intended change.

A list of members, volunteering to serve on this curriculum committee, shall be provided to the Association. The Association may appoint up to three members to serve on the curriculum committee who may or may not be among the members volunteering to serve on the committee. The committee shall determine staff training, materials and other items necessary to accomplish the change under consideration.

The Association shall be notified of the committee's recommendations and shall have an opportunity to review the recommendations before they are implemented.

### **3.21 Textbooks**

The Board through the Superintendent shall, whenever possible, provide each student with individual copies of all textbooks which, in the judgment of the members, the student will need in courses to which they are assigned.

The Association shall be informed of the creation of textbook adoption committees and be provided with a list of members volunteering to serve on the committees. The Association may appoint up to three (3) members to the committee who may or may not be among the list of volunteers.

The recommendations of the textbook adoption committee shall be provided to the Association for its review prior to implementation.

Questions about the desirability of individual texts shall be submitted to an advisory committee of six (6) teachers, appointed by the Superintendent, and the President, each to appoint three (3). The Superintendent shall designate the chairman of the committee.

### **3.22 Special Education**

The district will follow provisions outlined in the Federal Statute, the Individuals with Disabilities Education Act (IDEA), and the Ohio Model Policies for Children with Disabilities. Any changes in IDEA or the Policies and Procedures will void conflicting language in this Agreement.

#### **A. Discipline**

Based on Federal Statute (IDEA), special education students may be suspended up to ten (10) days per year in the same manner as nondisabled students for violations of the Code of Student Behavior. A special education student may be suspended for more than ten (10) days if one of the following provisions is met:

- (1) it is determined by the building principal on form APS-03a that the removal does not constitute a pattern of removal, or
- (2) it is determined that the removal is a pattern of removal, but there is a finding pursuant to a manifestation determination hearing that the student's conduct is not a manifestation of his/her disability. A manifestation determination is a hearing held by a district representative, parent and relevant IEP team members to determine if (1) the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability, or (2) the conduct in question was the direct result of the school's failure to implement the IEP.

A pattern of removal is found if the removals cumulate to more than ten school days in a school year, because the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals and additional factors such as the length of each removal, the amount of time the child has been removed and the proximity of the removals to one another.

For days of suspension beyond ten (10), special education students are entitled to continue to receive educational services under one of the options listed in Board publication APS-03b.

When a student's violation of the Code of Student Behavior involves drugs, weapons or serious bodily harm upon another person, while at school, on school premises, or at a school function, the student may be removed to an Interim Alternative Education setting for up to 45 days.

Procedures for suspending students with disabilities appear in the Office of Special Education Handbook.

#### **B. Building Special Education Service Delivery Plans**

There are various options for delivering appropriate special education services to students with disabilities. On an annual basis, buildings must select, develop or modify a service delivery plan indicating how they will use their special education staff to deliver services to students with disabilities. General education staff, special education staff, and principals will develop the plan.

#### **C. Determining Least Restrictive Environment (Placement)**

The placement of a student in regular or special education class(es) and the services provided to the student are determined by the student's Individualized Education Program (IEP). The IEP is developed by a team composed of: (a) the parents, (b) at least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment), (c) at least one intervention specialist or speech therapist, (d) a district representative (e.g., principal or special education coordinator) and (e) whenever appropriate, the child with the disability.

The IEP team should work toward consensus in developing the IEP. No individual member has a right to mandate or reject any aspect of the IEP. The District Representative (e.g., principal or special education coordinator) has the ultimate responsibility to ensure the IEP includes the services that the child needs in order to receive a free appropriate public education (FAPE). Any member who may be involved in the instruction of a special education student should be given the opportunity to serve on the IEP team or provide input into the development of the IEP.

The federal statute on special education, IDEA, states [20USC 1412 (a)(5)(A)]: “To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.” The IEP team must carefully document in the service column of the IEP, if needed, the supplementary aids, accommodations, grading modifications, and specialized services for students spending all or a portion of their day in the regular education environment. The Board must ensure that all services set forth in the child’s IEP are provided, consistent with the child’s needs as identified in the IEP.

If after a reasonable amount of time and effort to implement the IEP, any member of the IEP team believes that a change is needed in the student’s individualized program, a team member may request an IEP meeting. The team member should present data (e.g., work samples, grades, behavior charts) to demonstrate the need for a revision in the IEP. As with the initial review IEP, the IEP team should work toward consensus on any modifications requested.

#### **D. Inclusion**

Notwithstanding the above, students with disabilities included in elementary classes shall be within the class enrollment limits upon which staffing decisions are made.

At the middle and high school level, scheduling (roster) of students with disabilities in any core academic class, core elective, art, general music, health or foreign language class shall not exceed the fractional level prescribed in the Board documents “Scheduling Requirements for Special Education – Middle School” and “Scheduling Requirements for Special Education – High School,” under the heading “Inclusion Support,” both dated February 1, 2007, or the maximum number of students permitted by law in attendance in a class in the respective area of disability, whichever is lesser. These levels shall remain a part of this Agreement unless changed through negotiation or federal law and shall not be affected by changes in the Board documents referenced above or the creation of new Board policies.

Scheduling (roster) of students with disabilities in choir, band, orchestra, and physical education classes shall not exceed the fractional level prescribed in the Board documents “Scheduling Requirements for Special Education – Middle School” and “Scheduling Requirements for Special Education – High School,” under the heading “Inclusion Support,” both dated February 1, 2007, or the maximum number of students permitted by law in attendance in a class in the respective area of disability, whichever is lesser. These levels shall remain a part of this Agreement unless changed through negotiation or federal law and shall not

be affected by changes in the Board documents referenced above or the creation of new Board policies.

Whenever practicable, scheduling (roster) of students with disabilities in career education classes shall not exceed the fractional level prescribed in the Board documents “Scheduling Requirements for Special Education – Middle School” and “Scheduling Requirements for Special Education – High School,” under the heading “Inclusion Support,” both dated February 1, 2007 or the maximum number of students permitted by law in attendance in a class in the respective area of disability, whichever is lesser. These levels shall remain a part of this Agreement unless changed through negotiation or federal law and shall not be affected by changes in the Board documents referenced above or the creation of new Board policies.

Notwithstanding the above commitments by the parties to comply with the scheduling requirements referenced above, it is the intent of the parties that students with disabilities shall not be denied enrollment in any classes. In order to meet this intent, the Executive Director, Secondary or Elementary Schools, the Director of Special Education and the building principal shall review the class rosters of teachers to resolve any imbalances in the class loads above. If the issue is not resolved at the building level, a meeting shall be held with the AEA President, the Executive Director of Secondary or Elementary Schools, the Director of Special Education and the Executive Director, Human Resources to resolve the imbalance. At this meeting, the imbalance shall be resolved.

### **3.23 Pupil Adjustment**

The Board has adopted pupil adjustment policies and procedures that provide for:

1. The identification of infractions resulting in expulsion from school.
2. The establishment of a psychological referral/support center to provide assessment, diagnosis, and prescription for improving the deportment of students.

Those offenses which are listed on the code of student behavior as requiring mandatory suspension will cause a student to be suspended out of school for one to ten days or possibly expelled.

No teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and/or deliberate insubordination. Corporal punishment shall not be administered to elementary or secondary students of the Akron Public Schools.

If, in spite of the teacher’s best efforts at correction, which should include a teacher-parent conference, a pupil continues to misbehave, the teacher should refer the case to the principal for further action.

If a pupil's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the educational process taking place either in the classroom or elsewhere in the school premises, the teacher may remove the pupil from the classroom or activity and must state the reason(s) in writing to the principal as soon as practicable. A conference may take place between the member and the principal before the student is readmitted to class. In extreme cases, where the matter cannot be resolved within 24 hours from the time of the student's removal from class and/or activity by the teacher, then the student's procedural due process rights under the law shall apply. The principal may reinstate a pupil removed from class by a teacher by informing the teacher, in writing, the reasons for reinstating the student prior to a hearing.

An official School Office Cumulative Folder shall be maintained on each student in the school office files and shall be maintained in each school for the use of those members who have a legitimate educational interest.

A member shall be notified of the impending enrollment of a pupil transferred for adjustment reasons. Within a reasonable length of time before the arrival of said transferred student, the AT-19 form stating the reasons for the transfer shall be forwarded to the receiving school and its contents made available to his/her teacher prior to the time he/she reports to class.

Where a student has had a pupil adjustment transfer and is returned to the Office of Student Services on another disciplinary matter after good faith efforts in the second placement to cause satisfactory adjustment, an expulsion hearing shall be held. Subsequent placement shall only be made after review by a committee. The Superintendent shall designate the chairman of the review committee conducting the meeting and no more than two members of the committee. The President shall designate no more than two (2) members of the committee. In addition to the chairman and the four committee members to be designated, where appropriate, the psychologist conducting a child study and a representative from the Summit County Juvenile Court shall be members of the committee. The authority of the Superintendent to assign students is not diminished by the existence of the review committee; however, the Superintendent shall weight the concerns expressed by the committee in making his/her decision.

A pupil suspected of emotional or social disabilities may be referred by the member to Child Study for further study as provided by Board policy and the student's due process rights under the law. If the student is found to be eligible for special education services, the IEP team will determine the student's appropriate placement. If the student is found not to be eligible for special education services, the pupil shall be returned to a regular classroom.

**A. School Discipline Review Committee**

Within thirty days of ratification of this Agreement, and during each September thereafter, each School Faculty Council or Building Leadership Team shall mutually select with the principal a standing discipline review committee which shall include the School Faculty Council or Building Leadership Team (or a subcommittee thereof), representation from the community, other staff members, and, in high schools, the student body. The committee shall review the building's discipline program and with the principals mutually formulate a policy of penalties for the following items:

1. tardiness to school
2. tardiness to class
3. truancy/flicking
4. refusing a member's assigned discipline or punishment
5. violation of the school's rules

The committee shall designate those penalties which are to be initially administered by the individual classroom teacher as well as those which are subsequently applied by the building administration. The policy shall also specify the occurrence at which each penalty will apply. Applying the building level penalties is the responsibility of the building administration with the support and cooperation of the staff. Building level penalties may include, but are not limited to, school supervised detention, suspension, etc. These penalties may vary from building to building. The principal has the discretionary authority to go beyond the minimum punishment based on the incident. Each building's policy of penalties shall be filed with the Superintendent annually, and the committee shall meet regularly to review the effectiveness of the policy. The committee shall also file a report of its findings not later than the last day of each school year. The report shall include the policy of penalties for the following school year.

**B. Pre-set Classroom Rules**

A teacher may establish pre-set classroom rules annually.

Pre-set classroom rules are those which a teacher creates, submits to the building principal for approval, provides to every student and his/her parent/guardian, and posts in the classroom. These rules are set to accommodate the individual style of instruction taking place in his/her classroom. Examples are: follow directions, bring supplies, talk only with permission, no gum chewing etc.

The building principal and the teacher must mutually agree on the set of classroom rules plan. Both parties shall adhere to the provisions set forth in the plan, once it is agreed upon, including any penalties mandated by the plan to be implemented by the office. Rule violations shall be documented. Documentation shall be in the form of a contemporaneous record of the rule violation and the penalty imposed or action taken.

**C. AEA Participation in Selected Expulsion Hearings**

AEA shall provide annually to the Superintendent a list of four (4) members who shall serve, on a rotation basis, as observers in expulsion hearings for weapons violations by students in grades K-3.

Prior to a determination to expel or not to expel a student in grades K-3 for a weapons violation of the code of student behavior, the hearing officer shall consult with the AEA observer and shall consider the observer's input in his deliberations.

No grievance shall be processed by the AEA under circumstances where the observer concurs with the decision of the hearing officer.

**3.24 Assault**

Any case of assault, verbal or physical, suffered by members shall be reported immediately in writing to the principal. Physical assault is purposely causing or attempting to cause physical contact with a staff member with the intent or potential to harm the staff member, or interfere with the staff member's performance of duties. Verbal assault is any threatening or abusive language directed at a member. Abusive language includes harsh, coarse, or insulting words, which are injurious, improper, hurtful, offensive, or reproachful. They may include the degrading of a person based on race, color, national origin, sex, religion, age or handicap. Threatening language includes an express declaration or the implication of an intention or determination to inflict injury upon a person, upon a member of that person's family, or property.

The principal shall obtain a list of the witnesses to the assault and a written statement of what each witness observed or heard. These statements shall be signed, dated and filed, with true copies given to the AEA Building Representative, and copies sent to Student Services and the Department of Human Resources.

The principal shall conduct a hearing that in effect assures the accused student his procedural due process rights. In the event that an assault has occurred, the pupil shall be removed immediately from the class and the school and referred to the Director of Student Services for reassignment to another building or expelled. In the case of a physical assault, a recommendation shall be made to the Superintendent for expulsion. In all cases of physical assault, the principal shall notify the Akron Police Department to enable the member to file a police report. Members will cooperate with all appropriate governmental agencies in the prosecution of the assailant(s). In no case shall a member

be required to readmit a student to class following an assault. These procedures may, but do not necessarily, apply to the Severe Behavior handicapped pupil.

Before upholding an appeal in any case of physical or verbal assault, Student Services shall contact the member and the building principal to discuss the referral. The member and/or the principal may offer additional evidence in support of the referral, and said evidence shall be considered prior to a decision to uphold the appeal.

The principal shall report each such case of employment-related assault on a member to the Director of Student Services; the Director shall inform the President and the Superintendent of the assault.

### **3.25 Threat of Assault**

Any member who is threatened with bodily harm by any person(s) on school property shall notify the principal in writing of this threat. The principal shall acknowledge receipt of such report and shall report this information to the Director of Student Services and the President.

Members shall also inform the building principal of any parent or visitor who threatens or directs foul and/or abusive language at the member. Should a subsequent review indicate that the allegations are correct, the building principal shall notify the parent or visitor, in writing, of the complaint and shall direct the parent or visitor that future visits to the school must take place in the school office with the principal in attendance.

### **3.26 Visitors**

Classroom visitation shall be limited to parents, guardians, professionals or other individuals with a legitimate educational interest as approved by the principal and member, provided that twenty-four (24) hours advance notice has been given to the member. Visitations shall be no more than one hour in duration, one time per week, unless otherwise approved by the principal and member. Visitations may be permitted without twenty-four (24) hour notice provided that the time is mutually agreeable to the member and the principal.

Building principals and employees shall be responsible for enforcing the Board's "visitor policy" as stated in Board policy and as provided in O.R.C. 2911.21.

Students or visitors personal use of tape, video, and other electronic recorders in the classroom is prohibited unless approved, in advance, by the principal and the member, for legitimate educational purposes or otherwise required pursuant to an individualized education plan (IEP) or an individual accommodations plan (IAP).

### 3.27 Facilities

The buildings shall be kept in a safe, healthful condition with hallways, restrooms, faculty lounges, classrooms and lunchrooms kept clean.

The Superintendent shall provide a telephone for the exclusive use of the members in buildings where the October 1 enrollment exceeds 500. The location of the telephone shall be determined by the School Faculty Council or Building Leadership Team. No long distance telephone calls are to be charged to designated faculty phones. Charging long distance calls to said phones may be cause for reprimand.

As soon as possible, the Superintendent shall make available in each building:

- A. The Superintendent shall provide a minimum of two (2) telephone lines to every elementary school, with an extension from one (1) of these lines for use by the school faculty. The location of the telephone, with the extension line, shall be determined by the School Faculty Council or Building Leadership Team. No long distance telephone calls are to be charged to the designated faculty telephone. Charging long distance calls to said phones may be cause for reprimand.
- B. A Faculty Lounge – Not less than one (1) room, appropriately furnished and vented, shall be reserved for use exclusively as a faculty lounge.
- C. Equipment – Each member shall be provided with a desk and chair for his/her exclusive use.
- D. Storage Facilities – Adequate storage facilities in which teachers may safely store instructional supplies shall be provided in each classroom in each building.
- E. Workroom – Each school shall have a workroom reserved for the use of members and containing equipment and supplies necessary for the preparation of instructional materials.
- F. Supplies – Adequate teaching materials and supplies for the preparation of instructional materials, including Kindergarten and special education materials and supplies, shall be available at all times beginning with the first (1<sup>st</sup>) week of school.
- G. Lunch Areas – A reserved or separate lunch area shall be provided for members.
- H. Parking Facilities – Each school shall have adequate parking facilities accessible to the school for the use of the entire staff, during the work hours of the staff. The Superintendent shall make every reasonable effort to keep parking lots free of snow, ice, debris, etc.
- I. Rest Rooms – Separate, clean, well-lighted faculty rest rooms shall be provided for men and for women in each building.

- J. Whenever possible, classrooms used as student lunchrooms shall be cleaned by the custodial staff following the lunch period.

When all the aforementioned facilities cannot be immediately provided for a building, the administrative staff shall develop and present to the AEA and the Board a reasonable timetable for compliance with this section.

### **3.28 Staff Participation in School Design**

Prior to the design of a school building, or a school building addition, or major remodeling involving instructional facilities, the architect – or his/her designate – shall meet with the members of the affected school or with a committee of members selected by the Superintendent or his/her representative, who shall be representative of grade levels or disciplines to be housed in the building, to discuss educational specifications for the structure. The same group or committee shall review the preliminary drawings prior to the preparation of working drawings. Should the architect determine not to incorporate recommendations of the members' committee, a written explanation shall be provided to the committee, the President, the Superintendent and the Board.

For construction projects covered by the Master Plan with the Ohio School Facilities Commission (OSFC), members in a particular building will be given an opportunity to participate in the public community meetings held for that building for the purposes of discussing the design of the new community learning centers.

### **3.29 Grievance and Complaints**

An aggrieved person is a member or members having a grievance.

A “grievance” is a claim by a member based upon an event which is an alleged misinterpretation or misapplication of any of the provisions of this Agreement.

The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures. The time limits may only be extended by written mutual agreement of both parties.

The aggrieved person or persons may be represented at all stages of the grievance procedure by any person of his/her own choosing.

The AEA shall have the right to have its representative present at all stages of the specified grievance procedure.

If the grievance procedure is not initiated within fifteen (15) work days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived. An event or condition based on the number of teacher preparations, or on the number of pupils per teacher, or on physical conditions in the building shall be deemed a continuing condition, and a grievance based on such a continuing condition may be initiated without regard to the aforementioned time limitation.

Grievants and respondents shall utilize the grievance forms mutually agreed upon by the parties.

Grievances shall be resolved as follows:

### **Level One**

The aggrieved person shall file a grievance in writing with his/her building principal with copies to the President and the Executive Director – Human Resources. The principal shall within five (5) work days after receiving the grievance submit a written answer to the grievance to the Executive Director – Human Resources, with copies to the President and the aggrieved person. Upon review by the AEA Grievance Committee, the grievance, within ten (10) days after receipt of the principal's reply, will be either:

- 1) Signed-off by the President or designee as resolved, or
- 2) Filed at Level II with the Executive Director – Human Resources

### **Level Two**

Upon referral of a grievance to the Executive Director – Human Resources at Level Two, and by mutual agreement, a conference between the President and/or his/her designee and the Executive Director – Human Resources and/or his/her designee may be held to seek a solution to the grievance. The conference shall be held within ten (10) work days of the submission of the grievance at Level Two.

When a conference is held, the Executive Director – Human Resources shall, within five (5) work days after the conference, review the grievance and give a written response to the aggrieved person, the President and the chairperson of the AEA Grievance Committee.

When a conference is not mutually agreed on, the Executive Director – Human Resources shall within ten (10) work days after receipt of the referral of the grievance by the President, review the grievance and give a written response to the aggrieved person, the President and the chairperson of the AEA Grievance Committee.

Should the Grievance Committee decline to refer the grievance further, it shall, within ten (10) work days, notify the aggrieved person, and the Executive Director – Human Resources, in writing, of such decision. In such event, the aggrieved person may forward the grievance, in writing, to the Executive Director – Human Resources independently.

However, if the written grievance is not referred by the aggrieved person to the Executive Director – Human Resources within fifteen (15) work days after the Grievance Committee has declined, in writing, to refer such a grievance, the grievance shall be considered waived.

If a grievance affects a group or class of members, AEA may submit such grievance in writing, signed by two or more aggrieved members from two or more buildings, directly to the Executive Director – Human Resources, when such grievance is not directed at an individual building principal or is not within the authority of that principal to resolve. Such grievance shall be processed, commencing at Level Two.

### **Level Three**

The President may, within fifteen (15) work days after the answer of the Executive Director – Human Resources, notify the Executive Director – Human Resources of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue(s) to grievance mediation. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

**A.** Grievance mediation procedures shall be as follows:

1. The parties shall mutually agree to a panel of three (3) mediators on an annual basis, July 1 through June 30.
2. A mediator, from the panel, shall be selected on a rotating basis depending upon availability, to hear grievances.
3. The mediator shall schedule a meeting within five (5) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.
4. The mediator, at the conclusion of the mediation meeting, shall issue an oral opinion on the resolution of the grievance which, if acceptable, may be memorialized by the parties.
5. If the grievance remains unresolved following mediation, the Board, the President or designee, will notify the other party with five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.
6. The comments and opinions of the mediator, and any settlement offers put forth by either party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.
7. Costs for the mediation shall be shared equally by the AEA and the Board.

**B.** The arbitration procedures shall be as follows:

The President and the Executive Director – Human Resources shall establish a panel of seven (7) arbitrators to hear and decide cases for one (1) year period on a rotating basis.

After any arbitrator on the panel has rendered an award, either party, within ten (10) work days, may remove such arbitrator from the panel. In addition, if either party requests by August 1 of any school year, one or more arbitrators shall be removed from the panel. In either event, the parties shall attempt to agree on additional arbitrator(s) to complete the panel within ten (10) work days of the removal of an arbitrator from the panel. The parties shall request a list or lists, as the case may be, of arbitrators from the American Arbitration Association or, at the option of the parties, the Federal Mediation and Conciliation Service. The parties shall then alternately strike names from the list(s) until the number of arbitrators remaining equals the number needed to complete the panel of seven (7) arbitrators.

Within ten (10) work days of the notification to the Executive Director – Human Resources, the President and the Executive Director – Human Resources shall select the arbitrator. The arbitrator selected to consider a particular grievance shall be that arbitrator next in order of rotation who can schedule the hearing with the parties within twenty (20) work days and render a decision within fifteen (15) work days of the closing of the hearing or the filing of briefs, if they are desired, whichever is later.

The arbitrator shall schedule a hearing within twenty (20) work days, and at a time mutually agreeable to both parties. The parties agree to cooperate to obtain expedited procedures. If briefs are to be filed, they must be filed within fifteen (15) work days of the hearing. When a transcript has been requested by either party, the brief must be filed within fifteen (15) work days of receipt of the transcript or thirty (30) work days of the hearing, whichever is earlier.

The arbitrator shall report recommendations for settlement of the grievance to the President, the Executive Director – Human Resources, and the President of the Board within fifteen (15) work days of the completion of the hearing. The Board shall accept or reject the arbitrator's recommendation by official action within fifteen (15) work days of the date of the arbitrator's report of award.

Costs incurred for the arbitration shall be shared equally by the AEA and the Board.

### **3.30 Pilot Programs**

Pilot Programs initiated on behalf of the Board shall not be implemented unless the consent of the majority of the teachers to be involved therein is obtained. Where a Pilot Program requires conferences or meetings beyond the contractual school day, members shall be paid at the summer school hourly rate.

### **3.31 CPR Certification**

The Superintendent shall make every effort to schedule CPR clinics for coaches on the half-day inservice day prior to the first student day.

In the event the Superintendent is unable to schedule clinics in this manner, coaches shall be compensated at an amount pro-rated on their daily rate of pay, for time spent in attendance at CPR clinics held at a time other than during the half-day inservice day, unless the clinics are scheduled within the work day.

The superintendent shall also schedule mandatory refresher clinics in a similar manner, and shall compensate coaches in a like manner if refresher clinics are held at a time other than during the half-day inservice day, unless the clinics are scheduled within the work day.

### **3.32 Job Sharing**

Members with at least three (3) consecutive school years of full time classroom teaching, who are seeking to form a possible Job Sharing team for the following school year, must notify the Executive Director – Human Resources prior to March 1. A listing of interested teachers will be posted in all buildings by March 10. The posting will contain the member names, certification and current or most recent teaching assignment. The formation of Job Sharing teams is the responsibility of the interested parties.

Members who have formed Job Sharing teams must notify the Executive Director – Human Resources by April 1 of their desire to be employed on a half-time basis for the following school year. These Job Sharing teams shall be ranked on the basis of the team members' combined system-wide seniority, and – in cases of ties – earliest hire date; those teams with the greatest seniority and/or earliest hire date shall be assigned Job Sharing positions to a maximum of twenty-five (25) teams per year and a maximum of twenty (20) percent of the full time classroom teaching positions in an individual building. All members making application for Job Sharing positions shall receive notification of acceptance or rejection no later than May 1.

Job Sharing teams are formed for one academic year. Members who wish to continue in the Job Sharing program for a subsequent school year must reapply. Job sharing teams which reapply shall be given priority over newly formed teams for each consecutive year they wish to participate for four additional years beyond their first year. A member may not participate in the Job Sharing program for more than ten (10) school years unless the full complement of twenty-five (25) teams has not been filled. Only the school years subsequent to 1995-1996 shall be counted toward the ten (10) year limit on an individual's participation in Job Sharing.

The Job Sharing team will assume the present teaching assignment of one of the team members. At the conclusion of Job Sharing, the member who vacated his/her position to assume part-time status will be reassigned under the Member Initiated Request for Transfer provision of this Agreement. The member who retained his/her assignment during Job Sharing will assume full-time status in the same position that was occupied by the team.

Effective with the 2011-2012 school year, job share teams shall be organized as daily half-day assignments only.

The practice of working on a full-time basis for half of the school year and not working the other half is not permitted.

Members assigned to part-time positions under this section shall be compensated at one half (1/2) the level which the member would receive under a full-time contract. If a member elects to take fringe benefits, costs for hospitalization, term life insurance, dental and vision coverage shall be shared equally by the member and the Board.

Job sharers shall accumulate sick days at the rate of 7.5 days annually. Upon use of sick days, job sharers shall have one-half day deducted from their accumulated sick day total per day of use, and shall be paid at their half-time rate per day of use.

For severance pay computation purposes, a member who retires from a job sharing position shall have his or her severance benefit computed on the basis of the member's daily rate of pay had said member been employed under a full-time contract.

Any member of a Job Sharing team may withdraw his/her consent to be a team member for the subsequent school year by submitting a written request for withdrawal prior to 5:00 P.M. on the Monday before the second Board meeting in April of each year. The request to be removed from a Job Sharing team must be received in the Department of Human Resources by this specified date and time.

If no withdrawal request is filed prior to this time, the Job Sharing team members will be committed to their half-time Job Sharing contracts for the following school year, and the team may be dissolved only with the mutual consent of both team members and the Executive Director – Human Resources.

All teachers who are members of a job share team shall work together to coordinate the curriculum instruction, classroom rules, approach to discipline, homework policies, and all other educational matters so that the students will experience a consistent, effective educational experience.

### **3.33 Professional Learning Communities**

By October 1, 2010, the parties agree to establish a ten (10) member joint Professional Learning Community (PLC) steering committee consisting of equal numbers to be chosen by each side.

The steering committee will establish a four (4) year plan to implement PLCs across all schools in the District. Schools shall select a model for incorporating PLC time into their schedules from a list approved by the PLC steering committee. The models will include paid and unpaid options: one (1) model may include the use of one of four (4) weekly planning periods on LRC time in elementary schools and one of five (5) such periods in secondary schools. Schools may also request approval by the steering committee of their own option for scheduling PLCs. The model selected shall be determined by a majority vote of the faculty.

PLCs shall meet not more than twice monthly (September through May). Additional PLC meetings shall be voluntary.

### **3.34 Resident Educator/Mentor Program**

For the purposes of the Mentor Program, an Resident Educator shall be defined as any first year contract teacher working under the first license as issued by ODE which defines them as eligible to be a Resident Educator and also meeting any other requirements per ODE.

Resident Educators must participate in the Mentor Program including eight (8) hours of Resident Educator professional development to occur after work hours. Resident Educators shall be assigned a Mentor from the District's Mentor Pool.

Prospective Mentors must have at least three (3) years of teaching experience, and can be nominated by an administrator, another teacher, or they may nominate themselves by filing the appropriate application with the Mentor Program Coordinator(s). Once accepted by the District Mentor Selection Committee, the Mentor must become certified per ODE guidelines. After being certified, the Mentor will be approved yearly if they have met the requirements as established by the District and ODE.

The Mentor Coordinator(s) in conjunction with the District Mentor Selection Committee shall select and assign Mentors based on established criteria, which may include subject area, accessibility, and professional compatibility. The District Mentor Selection Committee shall be comprised of an equal number of administrators appointed by the superintendent and teachers appointed by the Association president.

Mentor Teachers shall not participate in the evaluation of the Resident Educator. All interactions between the Mentor Teachers and the Resident Educators shall be confidential except as otherwise directed by law. Violation of confidentiality will be grounds for dismissal from the Mentor Program.

Once the new Resident Educator Mentor Program rules have been issued, this section shall be updated by the parties to ensure compliance with the revised program.

A. Resident Educator Mentor Program

1. Each newly hired teacher who is in the first year of experience under his/her teaching license and meets the ODE definition of Resident Educator shall be considered a Mentee. The District Mentor Coordinator(s) will assign a Mentor to the Resident Educator. If at all possible, the assignment of the Mentor will be one who is in the same building as the Resident Educator or in the same subject area. If the Mentor is not from the same building, the Resident Educator may also select or be assigned by the principal a building mentor for the purpose of assisting a Resident Educator in matters of building procedures.
2. The employer shall establish a fund of \$30,000 at the beginning of each school year for use in connection with the Resident Educator Mentor Program. This money will be made available for paying substitute teacher costs for the release of mentor teachers and/or their respective mentees, as well as for payment of normal workshop and/or seminar expenses and material costs. This money shall also be available for payment of meeting expenses, including light refreshments for meetings by and among various groups of mentors/mentees.
3. Requests for release time covered by substitutes and other expenditures out of the Resident Educator Mentor Program fund shall be made in advance by the mentor, mentee, or both, as they deem necessary throughout the school year. Such requests shall be transmitted and processed in the same fashion as requests for other types of release time and requests for expenditures of educational excellence monies. All reasonable requests for release time covered by AEA Contract substitutes and/or other expenditures are to be granted until such time as the \$30,000 maximum is reached.
4. In the event a substitute or other request is denied, the requesting party may appeal such denial to the Advisory Committee for the Resident Educator Mentor Program which shall consist of:
  - a) two (2) administrators selected by the employer;
  - b) two (2) teachers selected by the President;
  - c) one (1) current mentor teacher selected by the four (4) appointed committee members.
5. It shall be the duty of the mentors to help their mentees. Mentors shall not participate in the teacher appraisal program, nor shall they have any role, directly or indirectly, in any proceeding concerned with termination or non-renewal of a mentee's contract.

**B. Displaced Teacher Program**

1. Those teachers forced to teach in an alternate area of certification than that of the previous school year by invocation of the “to protect a member’s continuing employment” exception of this Agreement (Section 3.11, paragraph 1) and who have not taught in the alternate area of certification in the past five (5) school years shall have access to the funds and program specified in 3.34 A. 1-5 above.
2. These members shall have access to entry year mentor program funds for partial or full reimbursement of expenses related to a program for retraining/updating in the alternate area of certification, provided the program has the prior approval of the Superintendent. Expenses shall be limited to tuition, textbooks, and such other expenses as have prior approval of the Superintendent.
3. These members shall have access to entry year mentor funds up to \$200 for classroom supplies above and beyond those ordinarily provided by the Board.

**3.35 Alternate Elementary School Day Schedule**

- A.** Each elementary building shall determine the time allocations for lunch and for recess and the timing of the lunch and/or recess period(s) through a committee process. The committee shall be composed of the principal, the AEA Building Representative, the School Faculty Council chairperson or a Building Leadership Team member, and two (2) teachers appointed by the School Faculty Council or Building Leadership Team chairperson. The committee shall consult with representatives of the parents (for example, PTA leadership) and the classified staff members of the building. After consulting, the committee shall attempt to reach consensus. If consensus is not attained, the member shall vote with each member, the principal included, having one vote. The majority shall decide.
- B.** In those buildings where the alternate (earlier, shorter) school day is implemented, Section 3.05 I shall not apply. Instead, each member shall receive 120 to 135 minutes per week break in pupil contact time, said time resulting from one period of instruction per week in art, music, and physical education.
- C.** In those buildings where the alternate school day is implemented, the activity supervisors shall be assigned to supervision of noon time activities, notwithstanding the designations of the School Faculty Council or Building Leadership Team.

- D.** If the alternate school day eliminates unpaid duty assignments during the noon hour, then not more than one (1) additional meeting per month may be scheduled upon mutual consent of the building representative and the principal. Said meeting may be initiated by the principal or the building representative. These meetings shall not exceed forty-five (45) minutes in length. The provisions of 3.18 (C) and (D) do not apply to these meetings.

### **3.36 Non-Resident Members' Children in Akron Public Schools**

Non-resident members shall have the right to enroll their dependent children in any Akron Public Schools subject to the provisions of inter and intradistrict open enrollment policies and guidelines, and the provisions of the Ohio Revised Code.

### **3.37 Vocational Education Development Committee**

A committee of not more than five (5) administrators appointed by the Superintendent and the same number of members appointed by the President shall research and provide direction for vocational education to meet state standards and new mandates. Recommendations of the committee shall be determined by majority vote of the committee.

Recommendations which include proposed variations to the Agreement or which may affect terms and conditions of employment in such a manner as to require further bargaining under O.R.C. 4117 shall be submitted to the Joint Professional Problems Committee. The Joint Professional Problems Committee, by a majority vote of its membership, may approve implementing the recommendations of the Vocational Education Development Committee pending the next reopening of negotiations.

### **3.38 Administrative Promotion/Placement; Assignment of Grades**

In the event a student is placed in or promoted to the next grade in opposition to a member's professional judgment and recommendation, a written record of the placement or promotion shall be made with a copy provided to the member and also placed in the student's permanent record file.

Members are responsible for assigning student grades. No grade may be arbitrarily changed. If the issue of a proper grade is raised, members are expected to produce adequate records to justify a grade given.

### **3.39 Psychologist Advisory Council**

School Psychologists may form an Advisory Council. The purpose of the Council shall be to provide a means of communication between the psychologists and the Chief Psychologist. The Chief Psychologist shall meet monthly during the year with the Advisory Council.

The council shall serve in an advisory capacity, except that decisions with respect to the Medicaid Psychologist shall not be advisory, but binding.

### **3.40 Alternative Programs**

Alternative instructors shall be responsible for the complete program of student instruction.

The instructional day shall not total less than 20 hours per week, excluding lunch, and shall include some additional activities of an instructional or other nature as deemed appropriate by the instructor.

Alternative instructors shall be held accountable for improvements in attendance, discipline and achievement.

The Board shall provide for the establishment of budget-based Alternative programs that shall meet the following criteria:

Each program shall enroll a minimum of 20 students per FTE teacher. Alternative programs that enroll 20 students shall have a supplemental budget of \$11,000 to be used for extended time, supplemental personnel, supplemental materials and student activities. Alternative programs that enroll 30 students shall have a supplemental budget of \$33,000 to be used for extended time, supplemental personnel, supplemental materials and student activities.

The building principal and/or counselor shall refer students to the Alternative teacher for placement in the program. After the Alternative teacher reviews and evaluates student records, the teacher shall select students for appropriate placement in the program. If the student fails to meet the program expectations, he/she shall be placed back in the regular school setting.

Any student in an Alternative program shall exhibit at least one of the following characteristics:

- Absence of more than twenty percent of previous semester
- Failure to pass more than one academic course in pervious semester

### **3.41 Program Implementation**

The following procedures apply to buildings desiring to implement academic programs that may include components which conflict with the collective bargaining agreement.

The certificated staff assigned full time to buildings considering implementing such a program shall have the opportunity to be fully informed by the principal and/or the Assistant Superintendent, Curriculum and Instruction, of the proposed implementation, including content, member and administrative responsibilities, duration and potential conflicts with the agreement.

A BLT shall submit a request to the Joint Professional Problems Committee to implement a program not later than April 1 of the school year immediately prior to the year for which the implementation is planned.

In buildings where no BLT exists, an 80% majority vote of the members assigned full time to the building is required to submit a request. The vote shall be conducted by the principal and the AEA building representative and shall be by secret ballot.

The Joint Professional Problems Committee shall vote to approve or deny requests no later than thirty days after receipt of a request. The Superintendent and the President shall cooperate with building faculties in implementing programs submitted to and approved by the Joint Professional Problems Committee.

### **3.42 Building Closure and Relocation**

Whenever a member is required to move due to a building closure or relocation to another site due to the building construction project, the Board shall provide a substitute for members for three (3) days. This allocation of subs is provided for members to pack personal and Board materials in their classrooms.

In the event of a building closure or relocation at the end of the school year, substitutes shall be provided for two days.

For building closures or relocations at the end of the school year, members may opt to pack materials after the close of school. Members who elect this option must pack material the first two work days following the close of school and shall be paid a stipend equivalent to the cost of a substitute for two days.

The Board recognizes that among grade levels and subject areas, the time required to move a room varies. At the request of the building principal, the Superintendent may authorize additional substitute coverage. Disputes arising under this paragraph may be referred to Professional Problems for settlement.

## **ARTICLE IV – ABSENCE AND LEAVE**

### **4.01 Authorized and Unauthorized Absence**

An absence is not authorized unless it is approved by the Superintendent. Absences may be authorized only if they are specifically provided for in this Agreement and comply with the law governing such absences or if they are otherwise specifically approved by the Superintendent. Whether or not a member is compensated for an authorized absence, and the amount of any such compensation, shall be governed by the pertinent provisions of this Agreement and/or the law pertaining to such absences. The Superintendent may also authorize absences without pay in accordance with specific guidelines established for such absences.

The seven (7) paid holidays shall not be affected by absence, either paid or unpaid, immediately before or after a holiday. A member on an approved leave of absence shall not receive compensation for any paid holiday that occurs during the approved leave of absence.

#### **4.02 Notification In Case Of Absence**

All absences shall be reported in accordance with written procedures.

As soon as the necessity for absence is known, the member shall notify Substitute Services and, whenever possible, the principal or his/her designee. A twenty-four (24) hour answering system shall be used by Substitute Services.

Should an absence continue beyond a single day, the member shall notify the building (if known before 2:30 p.m.). After 2:30 p.m., the member shall follow the procedures above.

If a member fails to notify the building of a continued absence prior to 2:30 p.m., the substitute teacher shall be released, and the responsibility for substitute coverage of the class rests with the member.

#### **4.03 Certificate of Absence**

All forms used for the certification of an absence shall be compatible with the terms and provisions of this Agreement.

The member shall certify to the Superintendent the cause of the member's absence. Such certification shall also constitute a request by the member for authorization of absence. The school office shall give to the member the appropriate form(s) to be used by the member for the certification of absence. The member shall complete and return the form(s) to the school office within one (1) work day after receipt of such forms. Failure to complete and return the form(s) in a timely manner may result in a delay in the issuance of pay.

The building principal shall sign and forward to the appropriate offices the member's certificate of absence within one (1) work day of receipt of such certification. Approval by the Superintendent of such request shall constitute an authorization of absence for duty.

Members shall not be considered absent when on Board-sponsored/approved field trips. Members shall be responsible, however, for submitting an Attendance Variations Form for Modification of Worksite when on such field trips lasting one (1) school day or longer.

#### **4.04 Certificate of Health**

When a member has been absent for more than five (5) but less than ten (10) consecutive work days because of personal illness, a Certificate of Health form shall be filed with the Department of Human Resources immediately upon the member's return to work.

In the event that the absence is for ten (10) days or more, a Certificate of Health is to be filed at the end of each ten (10) day payroll period. Failure to file the Certificate of Health will result in delay of compensation for accumulated sick days.

The Certificate of Health shall be signed by the member and his/her physician and shall list the name and address of the attending physician, the dates the physician was consulted, and a statement by the physician that member was unable to work. Nothing in this form shall be construed to waive the physician-patient privilege.

#### **4.05 Epidemic or Other Public Calamity**

Members shall be paid for all time lost when schools in which they are employed are closed owing to an epidemic or other public calamity. To be eligible for calamity day payment, a substitute must have worked in the same assignment the work day before the calamity day. Public calamities shall be determined by the State Superintendent of Public Instruction.

In the case of absence resulting from travel difficulties between the member's local residence and his place of employment, provided these difficulties are caused by flood, storm or other uncontrollable conditions, the Superintendent shall waive the salary deduction if, in his judgment, the member has made every reasonable effort to get to his place of employment.

In case of absence due to damage or serious and immediate threat of damage to the member's residence resulting from flood, storm or other uncontrollable conditions, the Superintendent shall waive the salary deduction if, in his judgment, such absence was imperative to the protection of property and personal safety of the member and his immediate family.

The Superintendent has the authority, under highly unusual circumstances, to declare schools closed. When the Superintendent exercises this authority, the following conditions shall prevail:

- A.** In the event schools are closed because of weather conditions, members are not expected to report to work. Members will be paid for time lost in accordance with State law.
- B.** In the event schools are closed because of public calamity (e.g., flood, tornado, storm or epidemic), members are not expected to report to work. Members will be paid for time lost in accordance with State law.

- C. In the event schools are closed because of an energy shortage, members are not expected to report to work; such days are not considered work days, and a modification of the school calendar will be determined by the Board following consultation by the Superintendent with the AEA. A member is assured of his annual contract salary, with no increase in the number of annual days worked.
- D. If for any reason, an entire student body is released after the school day commences, the faculty shall also be released for duty within thirty (30) minutes of the students' departure.

#### **4.06 Absence and Salary Increments**

Annual salary increments are earned on the basis of the number of work days for which the member is paid and are granted in accordance with the table set forth in the Schedule of Salaries. The number of work days required for earning a salary increment shall not be increased by the employer except through the collective bargaining process.

#### **4.07 Absence Covered by Sick Days**

A substitute shall be provided for any member who is a teacher or librarian absent under the provisions of this section, unless the substitute list has been exhausted.

All members shall be paid regular compensation for time lost due to illness or other causes encompassed by this Agreement for not less than ten (10) days annually. This minimum benefit of ten (10) days shall become effective and available to use annually on the first day of the contract year in which the member is assigned to duty.

After a member has used the full amount of sick day credit provided either by regulations of the Board or earned by such member on the basis of service at the rate of one and one-fourth (1 ¼) days for each month of service, such member may not be lawfully paid for further absence because of illness.

##### **A. Accumulation**

Maximum annual accumulation of any employee shall be fifteen (15) days. Job sharers shall accumulate sick days at the rate of 7.5 days annually. Upon use of sick days, job sharers shall have one-half day deducted from their accumulated sick day total per day of use, and shall be paid at their half-time rate per day of use.

The maximum accumulation of unused sick days shall be 420, effective July 1, 2007, and 425 effective July 1, 2008.

Sick day credit may be retained during a leave of absence for military service. Additional sick day credit may not be earned during a leave of absence for military service except in the case of temporary military service, said service not to exceed thirty-one (31) days in any one (1) calendar year.

**B. Transfer**

A member who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick days. To receive such credit, a new member shall present to the Treasurer a certification from the public agency in Ohio for which he most recently worked, stating the number of days of unused sick days credited to him at the time of the termination of employment.

**C. Use**

Members shall be granted sick days as follows:

1. Personal illness or injury, physical disability, emergency dental care, childbirth, adoption, to grieve the death of a close friend (limited to one day only), disability and/or complications due to pregnancy, or exposure to contagious disease which could be communicated to other employees or to school children: no limit. However, a member on sick days for these or other causes shall be paid only for the number of sick days credited to or earned by such member. Before salary payment can be made for absence because of personal illness or injury, physical disability, emergency dental care, childbirth, adoption, to grieve the death of a close friend (limited to one (1) day only), pregnancy, or exposure to contagious disease, the member shall submit the appropriate forms to the building principal. Absence of more than five (5) consecutive work days for the above reasons shall require the filing of the Certificate of Health form. A member who adopts a child shall be entitled to use sick days for up to six (6) weeks following the date of adoption.
2. A member shall be entitled to complete usage of accumulated sick days for serious illness or disability in the immediate family. Before payment can be made for such absence, the member shall submit the appropriate form to the building principal or his designate. If such absence extends beyond five (5) consecutive work days, the member shall also submit a Statement of Necessity for Absence (Form S-2f) stating that the member's absence from duty is required.
3. In the event a member uses all accumulated sick days, he or she shall have the option of applying for leave under the provision of Section 4.09 of this Agreement.

**D. Chronic Sick Day Abuse Review Committee**

A joint labor-management committee shall be established to review suspected cases of chronic sick day abuse. The committee shall consist of two (2) members appointed by the Superintendent and two (2) members appointed by the President. Referrals may be identified only by the committee or the Executive Director of Human Resources.

The committee shall meet with a member suspected of abusing the sick day usage provisions herein. The mandatory meeting shall take place within one (1) week of identification of the member, or within such time as agreed to by the committee. The committee shall evaluate each referral, and if action is warranted as determined by the facts, a prescribed plan of action for improvement shall be developed. The attendance improvement plan shall include measurable goals and specific timelines within which an evaluation of progress must be conducted. Concurrence by the committee is necessary to invoke a prescriptive action recommendation.

The committee shall report its findings to the Executive Director, Human Resources, and the President. The report must include a finding of "abuse not present" or "apparent abuse exists." When apparent abuse exists, the Board may exercise the option to require a statement from a physician to justify an absence due to illness.

A finding of apparent abuse shall result in the member being disciplined at the appropriate step of the progressive discipline plan under Section 3.10(B) herein. Subsequent identification by the committee of the same member for abuse of sick days may lead to further disciplinary action under the Progressive Discipline provisions up to and including termination.

The member may appeal a finding of "apparent abuse exists" by utilizing the grievance procedures under Section 3.29 herein.

Nothing in this section shall limit the Board's right to administer discipline pursuant to the Master Agreement, Board Policy, and/or State law.

#### **4.08 Sick Day Bank**

Effective with the 1991-1992 school year, a Sick Day Bank shall be established.

The purpose of the Sick Day Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and accrued vacation days and who are experiencing prolonged personal or family illness.

Members may enroll in the Sick Day Bank during the initial enrollment period, which shall be the month of September, 1991, or during the subsequent enrollment periods, which shall be during the month of September of each school year.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Day Bank. Days contributed to the Sick Day Bank are non-returnable. Annually thereafter, members will be assessed one-half (1/2) day during the enrollment period to remain a member of the Bank, unless the Sick Bank Committee waives the assessment.

Enrollment in the Sick Day Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Day Bank Committee (SBC) of his/her intent to withdraw.

## **1. Sick Day Bank Committee**

The Sick Day Bank Committee shall be composed as follows:

- a. The Superintendent or his designee.
- b. The President or his designee.
- c. One (1) administrator appointed by the Superintendent.
- d. Two (2) members appointed by the President.

The SBC shall review and approve or deny all applications to the Sick Day Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Day Bank to the Treasurer.

Notwithstanding the provisions of #2 below, the SBC reserves the right to make decisions regarding an application to borrow days from the Bank on an individual basis. Decisions of the SBC are final.

The SBC shall review the operation of the Sick Day Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

## **2. General Procedures**

- a. An application for a loan from the Sick Day Bank will be accepted only from those individuals who have contributed to the Bank. Members who are receiving a pension benefit from STRS or any other teacher retirement system are not eligible to contribute days to or borrow days from the Bank.
- b. Loans will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the loan application in order for the request to be considered.
- c. A loan application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances and accrued vacation days.

- d. Members may borrow days from the Bank in accordance with the following schedule:

Day 1 – 50 at 100% of the member's daily rate of pay

Day 51 – 180 at 50% of the member's daily rate of pay

For serious illness in the immediate family, members may borrow up to one-half (1/2) day for each date up to a maximum of ninety (90) dates.

- e. Once qualified to borrow from the Bank, the maximum number of days a member may borrow from the Sick Day Bank shall not exceed the annual number of work days assigned to the Time Schedule for the member's Job Code. Loans from the Sick Day Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days or accrued vacation days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.
- f. After a member has borrowed fifty (50) consecutive days from the Sick Day Bank, the Sick Day Bank Committee shall review that member's application to the committee to confer with the member's doctor. The Committee may require the member to apply for disability under the provisions of the State Teachers Retirement System before approving additional days beyond the initial fifty (50) days.
- g. Loans from the Sick Day Bank will be made only for absences under a member's normal (principal) teaching contract. Loans will not be made for absences in programs such as summer school, extended services, Evening High School or any other part time or second position held by a member with a full time contract.
- h. Days may not be borrowed from the Bank for absences due to normal pregnancies (natural or caesarian section). Utilization of the Sick Day Bank for complications arising from pregnancy or child birth may be authorized by the SBC.
- i. Days may not be borrowed from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days and accrued vacation days.
- j. Whenever the total number of unloaned days in the Sick Day Bank falls below fifteen (15), the SBC may require the Sick Day Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Day Bank.

### **3. Payback Procedures**

- a. A member who borrows days from the Sick Day Bank shall be required to pay back the borrowed days at the rate of 1/3 of his annual sick day accrual each year until the total number of days borrowed is restored to the Bank.
- b. The sick day accumulation of any member owing days to the Sick Day Bank shall not be permitted to exceed fifteen (15) days. Any days that would otherwise be accumulated beyond fifteen and in excess of the normal annual payback shall be used to restore the member's borrowed days to the Sick Day Bank.
- c. In the event a member retires with an outstanding balance owed to the Sick Day Bank, or terminates his/her employment with the Akron Public Schools, any accumulation of sick days at that time shall be used as payback days.

### **4.09 Absence Other Than Sick Days**

A substitute shall be provided for any member who is a teacher or librarian absent under the provisions of this section unless the substitute list has been exhausted.

All members shall be paid regular compensation for absences covered under this section.

#### **A. To Attend Meetings and Conferences**

Absence of at least one (1) day per school year may be authorized by the Superintendent to permit each member to visit another school or to attend local, district, state, national and international meetings or conferences of a professional nature. Authorization for such absence shall be obtained prior to the absence by a written request to the Superintendent.

Members who attend such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary. A member shall submit an Attendance Variations Form (S-2j) before payment of salary can be made.

When appropriations for expenses incurred in attending a professional meeting or a conference have been authorized by the Board, a member shall be reimbursed, or have his expenses paid, upon approval by the Superintendent. In cases where appropriations for such expenses have previously been made by the Board, such expenses shall be paid or reimbursed, upon approval of the Superintendent, within the limits authorized by the Board.

**B. For Temporary Military Service**

A member who is a member of the organized militia, or who is a member of another reserve component of the armed forces of the United States, is entitled to be absent from duty without loss of pay for such time as he is in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year.

**C. For Jury Service**

A member who has received notice from the commissioner of jurors to serve as a juror shall present said notice to the principal or immediate supervisor upon receipt of same. The principal or immediate supervisor shall make necessary arrangement for substitute services.

A member who serves on jury duty will be paid by the Board at the member's regular daily rate of pay. The member may retain all sums received from the court for jury duty in addition to receiving his or her full salary.

The member shall be excused according to law and established administrative practice.

**D. Justifiable Absence**

All full-time members shall be granted days of absence for personal business during each calendar year without loss of pay or deduction from sick days. Part-time members shall be granted a maximum of two (2) such days per year, unless both days are taken for the purpose of observing religious holidays in which case a third day of justifiable absence for the observance of a religious holiday can be requested and will be granted. Personal business is an obligation or emergency over which the member has no control and which requires immediate attention. Generally, these are limited to one (1) day per occurrence. When five (5) hours or more of travel time are required, additional time shall be granted.

Notice of such absence shall be given as far in advance as possible.

In giving such notice, or upon return to school, if the justifiable absence was for an emergency, the member shall submit the appropriate form which shall require only a check mark for items listed below.

In the case of all disputes concerning justifiable absences as to decisions made by the Personnel Office, the following special procedure shall apply. Two (2) members designated by the AEA and two (2) members designated by the Superintendent shall constitute a panel. From the panel three (3) names shall be drawn through a blind selection procedure. Those three (3) members shall decide the matter of justification for absence under this provision by a majority vote.

### **Emergencies**

Accidents in the immediate family or affecting family property.

Travel conditions which make it impossible to report for work.

### **Obligations**

Observance of religious holidays.

Attendance at graduation exercises beyond high school involving a member or a member of his immediate family.

Physical examination for induction for military service.

A member of the immediate family departing for service outside the continental United States, or returning from such service.

Attending a wedding involving the member or a member of his immediate family.

Court appearances as litigant or witness.

Receiving an adopted child.

The Superintendent may authorize Justifiable Absence for other reasons. The reason for such request shall be included in writing on the appropriate form.

### **E. Unrestricted Absence**

Use of a day of unrestricted absence is prohibited on Parent-Teacher Conference Days and Open House except that a member may make use of a day of unrestricted absence on a Parent-Teacher Conference Day if the member has fulfilled his/her conference obligations by making eight (8) home visits before Parent-Teacher Conference Day and before requesting the day as a day of unrestricted absence. The use of a day of unrestricted absence is further limited during the month of June to a maximum per day of two (2) members per building or 10% of the total building staff, whichever is greater.

The number of members taking unrestricted absence on any one (1) day shall not exceed fifty (50). Unrestricted absence days are to be taken at a time other than immediately prior to or after a scheduled holiday and/or vacation period. To qualify for the one-hundred (100) day benefit in paragraph one (1) below, the member must first complete one (1) year of service with the Akron Public Schools.

1. For more than one hundred (100) accumulated sick days: authorization of one (1) day unrestricted absence shall be given any member with an accumulation of one hundred (100) or more sick days as of the member's first work day each school year.
2. For absence of not more than five (5) days for the previous school year: authorization of one (1) day unrestricted absence during the current school year shall be given any member whose absence was not greater than five (5) days for the previous school year.
3. One (1) Personal Day.

In lieu of the day(s) of unrestricted absence in #1 and #2 above, a member may elect:

- a) Payment of \$100.00 for an earned but unused day under #1 above
- b) Payment of \$100.00 for an earned but unused day under #2 above
- c) Payment of \$300.00 for earned but unused days in #1 and #2 above

The unused days referenced in paragraphs one (1) and (2) above will be paid automatically, prior to July 1<sup>st</sup>, to any member who is eligible and who worked any portion of the school year.

Absence for unrestricted absence, jury duty, vacation, and professional development (Modification of Worksite) shall not be counted when determining a member's eligibility for the options based on absence of no more than five (5) days in the previous school year. Extended absences for personal illness (more than twenty (20) workdays in succession) shall be counted as one (1) absence. Modification of worksite is not considered an absence.

**F. Absence for Death**

For death in the member's immediate family, three (3) days will be provided, and for death of any other relative, two (2) days will be provided, except that the Superintendent may increase the number of such days in the event circumstances justify authorization of additional days of absence with pay.

**G. Absence Due to Assault**

Members shall be granted paid days of absence due to injury resulting from a physical assault by any person when performing his/her official duties.

The member shall be paid regular compensation for time lost due to an assault. If the absence extends beyond fifteen (15) days, the member may be required to submit to an examination by a Board-appointed physician. The examination will be conducted at Board expense. Additional time beyond the fifteen (15) days may be authorized by the Superintendent after consultation with Board-appointed physician.

To qualify for absence due to assault, the member must follow procedures outlined in Section 3.24 Assault and if medical attention is required, or if the absence extends beyond three (3) work days, submit a written physician's statement describing the nature and anticipated duration of the disability.

Paid days granted due to assault shall not be deducted from the member's accumulated sick days.

#### **H. For Other Causes**

Absence caused by unusual and abnormal circumstances shall be authorized by the Superintendent, if such absence is in the best interest of the member and the schools.

#### **4.10 Leave of Absence**

The Board will offer health insurance as contained herein through the last day of the month in which the leave of absence is granted to the extent permitted by law.

Members may, under conditions specified herein, be granted leaves of absence for the following purposes: illness; parental; unrestricted; dependent care; teaching outside the United States; professional study, travel, research or improvement; Peace Corps; Teacher Corps; public office; and military service.

Leaves of absence may be authorized only by the Board upon the recommendation of the Superintendent and as provided by the following rules and regulations, and within the provisions of the Ohio Revised Code governing such leaves.

For the purpose of regulations on leaves of absence, members on authorized leaves of absence shall be considered as maintaining the characteristic of continuity of service provided such leaves do not total more than two (2) years.

Full credit on the salary schedule shall be granted for authorized leaves of absence for military service; study, travel, research or professional improvement; and for teaching outside the United States or service in the Peace Corps or Teacher Corps.

Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, may be considered by the Board as termination of contract by the member and the Board may treat such conduct as a resignation without any further need to comply with Ohio Revised Code 3319.11, 3319.16, or 3319.17.

## **Early Termination of Leave**

Termination of a leave of absence (except those listed in 4.09A below) before its expiration date will be considered when the member submits a written request for such early termination to the Executive Director – Human Resources. If there are no vacancies at the time of the request, early termination of the leave shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

## **Members returning from leave**

The Board's responsibility for the placement of a member returning from leave is to place the teacher in the same assignment held at the time said leave commenced or an equivalent position. The following procedures operate to accomplish this:

With respect to members returning from leave, the following practices shall apply:

1. Returning for the beginning of a school year:
  - a. Members returning from leaves which have been taken for an entire year or years may submit their requests for reinstatement before May 15. They shall then submit a transfer request form before June 1. Their assignments for the year of return shall be based on their seniority in the same manner as member initiated transfer requests except they have a right to return to the building in which they served just prior to the leave provided the building is listed as the first choice and there is a vacancy in that building among the grade level and/or subject area requests indicated on the transfer form.
  - b. Members returning from leaves which began during the school year and continued through the end of the school year may submit their request for reinstatement before May 15. They shall then be treated for purposes of staffing as if they had remained in their buildings.
  - c. In the event a member fails to request reinstatement prior to May 15 but does so prior to the start of the following school year, the member shall be assigned at the discretion of the Department of Human Resources after all transfers based on seniority are complete except that he shall be returned to the building and position held just prior to the leave provided there is a vacancy after the seniority based transfers are completed.

Returning during a school year:

- a. When a member begins a school year on a leave or begins a leave prior to November 1 and when, at the time of requesting the leave, the member indicates an intent to seek the termination of the leave prior to the beginning of the second semester, the member's position shall be held open for the member's return. If the member fails to return prior to the beginning of the second semester, the member shall not have a priority right to return to the building, and the position shall be posted as a vacancy for the following school year provided it remains on the building organization.
- b. When a member begins a leave on or after November 1, the member's position shall be held open for the member through May 15. After May 15, the position shall be considered vacant for purposes of staffing for the following school year provided it remains on the building organization.

**A. Illness Leave and Dependent Care Leave**

**1. Illness Leave**

**Eligibility**

Any member who is unable to perform satisfactorily the duties of his position because of personal illness or other disability, may be granted a leave of absence without pay for the remainder of the school year or for a full school year. Such leave of absence may be renewed for an additional school year.

**Application for Leave**

Application for such leave shall be made at the member's discretion. An application for renewal shall be made at least thirty (30) days before the expiration of the leave.

The application for such a leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.

**Early Termination of Leave**

Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the member to the Superintendent and that the request is accompanied by a statement for the attending physician recommending return to duty, shall be at the discretion

of the Superintendent and in accordance with the needs and interests of the schools.

### **Application for Reinstatement**

Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the member shall submit a written statement from the attending physician, certifying the member has been medically examined and that he is or will be able to resume his duties with the Board when the leave of absence expires. The Board may require, at Board expense, an examination by a Board-approved physician before the member is reassigned.

If the member's leave of absence does not exceed forty-five (45) work days, the member shall return to the same assignment held at the time said leave commenced.

If the member's leave of absence extends to more than forty-five (45) work days, the member shall return to the same assignment held at the time said leave commenced, if available; if not, to an equivalent assignment.

### **Unrequested Leave of Absence**

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

## **2. Dependent Care Leave**

### **Eligibility**

A member may be granted a leave of absence without pay for the remainder of the school year in order to care for an incapacitated member of his immediate family. Such leave may be renewed for no more than two (2) semesters.

### **Application**

An application for dependent care leave shall be made at the member's discretion. Said request must be accompanied with a statement from the attending physician which indicates that the member's presence, on a full-time basis, is vital to the recovery of the individual under treatment. An

application for renewal shall be made by April 15 of the school year for which the initial leave was granted.

### **Early Termination of Leave**

Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the member and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interest of the schools.

### **Application for Reinstatement**

Application for reinstatement must be made by April 15 of the school year in which the leave has been granted.

Upon return from a leave of absence for dependent care, the member shall be returned to the same position that he held at the time said leave commenced, if available, if not, to an equivalent position.

## **B. Teaching Outside the United States or Service in the Peace Corps or Teacher Corps**

### **Eligibility**

Any member who has completed three (3) or more consecutive years of regular service in the Akron Public Schools immediately prior to this request for leave shall be granted a leave of absence without pay for teaching outside the United States, or for serving in the Peace Corps or Teacher Corps. A leave of absence for teaching outside the United States or for serving the Peace Corps shall be limited to two (2) school years.

### **Application for Leave**

The application for leave for teaching outside the United States or for service in the Peace Corps or Teacher Corps must be made at least sixty (60) days prior to the beginning of such requested leave. Contractual or other evidence verifying the member's plan for the period of the leave shall be submitted with the application.

### **Exchange Replacement of Member**

If the proposed teaching in another school outside the United States involves an exchange and the use of a teacher from outside the Akron Public Schools as a replacement for the member on leave, such replacement shall be approved by the Superintendent before the requested leave is granted.

### **Notification of Intent to Return**

Notification of intent to resume employment must be made at least sixty (60) days prior to the expiration of a leave of absence for teaching outside the United States or service in the Peace Corps or Teacher Corps. Supporting evidence shall be presented which specifies the beginning and termination dates of the member's service elsewhere, and which indicates that the plans under which the leave was granted were carried out.

### **Reinstatement**

Upon reinstatement, the member's salary shall be the same as he would have received had the period of his leave been spent in the Akron Public School system.

## **C. Professional Study, Travel or Research**

### **Eligibility For Leave Without Pay**

A member who immediately prior to his request for leave has completed three (3) consecutive years as a member of the professional staff of the Akron Public Schools may be granted a leave of absence without pay for study, travel, or research for one (1) full semester or two (2) full semesters, but not longer than one (1) school year.

### **Application for Leave**

Application for leave for professional study, travel, research or professional improvement shall be made at least sixty (60) days prior to the beginning of such requested leave. The application for such leave of absence shall be accompanied by an outline of the program of study or research to be pursued, or the scope and nature of the travel to be undertaken, or the proposals for professional improvement. It is intended that study and other proposals for professional improvement shall include a full graduate load and shall lead to the completion of a degree in the member's field or area of professional service, if such degree, either undergraduate, or graduate is not already held. Application for leave for travel shall outline in detail the scope and nature of the travel, shall make provisions for an itinerary covering a minimum of four (4) months or eight (8) months, shall show how such travel will contribute directly to improved classroom instruction or to improved professional services by the member, and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.

### **Regulations Relating to Leave With Partial Pay**

The number of such leaves granted per year shall be at the discretion of the Superintendent, except that no more than five (5) percent of the professional staff may be on leave for study, travel, research or professional improvement at any one time.

Leave for professional improvement may not be granted to any member more often than once for each five (5) consecutive years of service, nor may leave be granted a second time to the same individual when other members of the staff, in sufficient numbers to fill the quota for the period, have filed a request for, and are awaiting, such leave.

Upon his return from leave, a member's salary and fringe benefits shall be the same as he would have received had the period of his leave been spent in the Akron Public Schools System.

All members shall, as a condition of approval for leave of absence for professional growth, sign a written agreement to return to service in the Akron Public Schools for a period of at least two (2) years immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund the Board all the partial pay received during the period of leave. The refund requirement shall not apply in case of death of the member while on leave; in the cases of illness or injury, the obligation will be deferred until the member can resume his employment. Refund of pay received on leave may also be required if the member fails to complete satisfactorily the program of professional improvement unless such failure was beyond his control. Obligations arising under this agreement may be deferred if the member is granted a leave of absence under other provisions of these rules and regulations immediately following a leave of absence for professional improvement, or if other types of leave are granted prior to the completion of the required year of service, such deferment not to extend beyond the other types of leave plus one (1) year.

### **Notice of Intent to Return**

Notice of intent to resume employment shall be made at least sixty (60) days prior to the expiration of a leave of absence for study, travel, research or professional improvement. The application shall be accompanied by supporting evidence or statements showing that the plan for study, travel, research or professional growth was substantially carried out.

Full credit on the salary schedule shall be granted for the time spent in approved study, travel, research or professional improvement.

## **D. Military Leave**

### **Eligibility**

Any member shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.

### **Application for Leave**

The application for leave for military duty shall be made as far in advance of that duty as is feasible, but not later than the date upon which orders to report for military duty are received.

### **Notice of Intent to Return**

Notice of intent to resume employment shall be given within ninety (90) days after discharge from the military service for which leave was granted.

### **Reinstatement**

Upon evidence of honorable separation from military services and upon proper application for reinstatement to duty, a member shall be reemployed at the beginning of the next school semester, subject to passing a physical examination, provided such application is made not less than thirty (30) days prior to the first day of the next school semester, unless the Board waives the requirement for such thirty (30) days period, or unless the Board wishes to reassign the member at an earlier date as requested by that member.

For purposes on seniority and placement on the salary schedule, years of absence in the service of the armed forces of the United States or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time.

## **E. Public Office**

- 1.** Upon written request, a member may be granted time off – without pay – for a maximum of thirty (30) work days per calendar year to campaign for an elected office.
- 2.** If elected or appointed to public office, the member shall request an assessment conference with the Executive Director – Human Resources to determine the relationship between said office and responsibilities to the Board. The result of the conference and any agreement thereof shall be placed in writing.

3. A member elected or appointed to a public office – which does not permit said member to meet the terms and conditions of his/her employment – may request a leave of absence without pay for one (1) term of such elected position, or in the case of an appointed position, a maximum of two (2) years from the effective date of the appointment.

### **Eligibility**

Any member who is appointed or elected to public office, subsequent to three (3) or more years of regular service in the Akron Public Schools immediately prior to his request for leave, and who desires to return to the employ of the Board at a future date, shall be granted a leave of absence without pay.

### **Application for Leave**

The application shall be submitted within five (5) days after election or appointment to public office. The leave period shall be the initial term of office.

### **Application for Reinstatement**

Application for reinstatement shall be made at least thirty (30) days prior to the expiration of the leave.

### **Reinstatement**

In case of a member on ratio, the reinstatement may be to a position less than equivalent.

## **F. Parental Leave**

A member anticipating the birth or adoption of a child shall be granted a parental leave of absence upon request.

Said request shall be made at least ten (10) work days prior to the requested effective date of the leave. The request shall be accompanied by a statement from an attending physician, or an official of the adoption agency, indicating the anticipated arrival of the child.

Such leave shall be for the remainder of the school year in which the child's arrival is to occur, unless such leave is earlier terminated, as hereinafter provided. The leave may, upon the request of the member, be extended for one (1) additional school year.

## **Application for Reinstatement**

Application for reinstatement may be made by the member at any time subsequent to the arrival of the child, and the member shall be reinstated ten (10) days after receipt of the written request to the Superintendent. If a specific building assignment is not available, the member will be returned to contract status and assigned to the Itinerant Payroll.

### **G. Unrestricted Leave**

Members may elect to obtain a one year leave of absence without specification of the reason therefore upon submission of a request by July 10. In the event that a member so requesting a leave desires to return to employment, he shall notify the Department of Human Resources in writing prior to July 10. No member may apply for a leave of absence under this provision more than two (2) times, and no leave may be taken except upon the expiration of a five year period of continuous service. The period of such leave shall be one (1) school year. The Board shall not be obligated to purchase retirement credit for any member not returning to the employment of the Board subsequent to an unrestricted leave.

Requests to initiate, or return from, an Unrestricted Leave made after July 10 may be submitted by mutual agreement of the Superintendent and the President.

### **H. Family and Medical Leave Act**

The Board agrees to comply with the provisions of the Family and Medical Leave Act (FMLA) and related provisions.

Time spent on leaves under FMLA shall be unpaid. The Board, at no cost to the member, shall maintain a member's health insurance coverage.

Members returning from leave under FMLA shall be assigned to their original position.

## **ARTICLE V – CONTRACTS AND CERTIFICATION**

### **5.01 Contracts of Members**

#### **A. Limited Contract**

A limited contract is entered into by the Board with each member who holds a temporary or provisional certificate or license.

## **B. Continuing Contract**

A continuing contract is entered into by the Board with a member who has at least three (3) years experience in the Akron Public Schools and who holds an 8-year or permanent certificate, or who converts a 4-year certificate to a 5-year license, or who converts a 2-year license to a 5-year license.

In the case of a member having attained continuing contract status elsewhere in the United States, if the continuing contract was held within the last five (5) years, the member shall be granted continuing contract status after one year of employment with the Board. If more than five (5) years have passed since the continuing contract was held, the member shall be granted continuing contract status after two (2) years of employment with the Board.

A continuing contract shall remain in effect until the member resigns, retires, or until the contract is terminated as prescribed by law.

Any member who becomes licensed for the first time on or after January 1, 2011, shall be granted a continuing contract (tenure) in accordance with state law. A member who attained continuing contract status elsewhere in the United States and is first licensed in Ohio subsequent to January 1, 2011, shall be granted continuing contract status with the Board after one (1) year of employment if the continuing contract was held within the last five (5) years. If more than five (5) years have passed since the continuing contract was held, the member shall be granted continuing contract status after two (2) years of satisfactory employment with the Board.

## **C. Troops To Teachers**

The Board agrees to grant continuing contract status to a member working under the Ohio Troops to Teachers program who is not working in a core subject area when the member has completed the following requirements:

- Three years of successful full-time teaching in the Akron Public Schools
- An approved Individual Professional Development Plan (IPDP)
- Completed 15 hours of coursework in accordance with the IPDP

Upon completion, the member shall notify APS Human Resources and provide appropriate transcripts and a copy of his/her approved plan.

Consistent with the Master Agreement (5.03), if requirements are completed prior to March 15<sup>th</sup>, the member shall be considered, for the purpose of staff reduction, as holding continuing contract status.

**D. Art and Music Therapists**

1. The Board agrees to grant continuing contract status to Art Therapists and Music Therapists who have completed the following requirements:
  - a. Three (3) years of successful full-time teaching in the Akron Public Schools.
  - b. Art and Music Therapists hired after January 1, 2011, shall be granted continuing contract status after seven (7) years of successful service with the District.
  - c. Maintain a current Music Therapist-Board Certified (MT-BC) license or a Registered Art Therapist (ATR) or Board-Certified Art Therapist (ATC-BC) license.
2. Consistent with Section 5.03 of the Master Agreement, if requirements are completed prior to March 15th, the member shall be considered, for the purpose of staff reduction, as holding continuing contract status.

**5.02 Teaching Certification of Full and Part Time Members**

A certificate or license, issued by the Ohio State Department of Education and valid for the specific assignment of the member, must be on file in the Department of Human Resources. While the Superintendent will make every effort to give each member prior notice of the expiration date of the member's certification or license, it is the sole responsibility of the member to provide the Superintendent with a certificate or license, original or renewal.

The following procedures apply to members who do not have a valid certificate or license on file as of the first work day of the school year:

**A. Contract Teacher – Initial Year of Employment**

The member shall be paid at the appropriate salary level for the first sixty calendar days of employment so long as the member has applied for a certificate or license. If, after the first sixty days, the member is not properly certificated or licensed, but has applied for and been granted a substitute certificate, the member shall be paid a long term substitute teacher, including fringe benefits. Upon receipt of the proper certification or license, the Board shall place the member on the appropriate step on the salary schedule and pay the member retroactively to the effective date of the certificate or license the difference between the long term substitute rate and the salary the member would have been paid had a valid certificate or license been on file.

If, after the first sixty calendar days of employment, the member is not properly certificated or licensed and does not hold a substitute certificate, the member shall not be permitted to work. Upon receipt of proper certification or licensure, the member shall be restored to his teaching position and paid in accordance with the provisions above, but shall not be entitled to compensation for days not worked.

**B. Contract Teacher – Subsequent Year of Employment**

A member who does not hold a substitute certificate will not be permitted to work. If the member holds a substitute certificate, he shall be paid as a long term substitute, including fringe benefits, effective the first work day of the school year and through the first semester. Upon proper certification or licensure prior to the beginning of the second semester, the member shall be placed on the salary schedule and paid retroactively to the effective date of the certificate or license the difference between the long term substitute rate and the salary the member would have been paid had a valid certificate or license been on file.

A member who fails to secure proper certification or licensure prior to the beginning of the second semester shall, at the Board's discretion, be removed from his position and subject to immediate termination. The parties intend that this provision shall specifically supersede any inconsistent requirements or procedures contained in O.R.C. 3319.16.

**C. Tutors and Part Time Hourly Teachers – Initial Year of Employment**

Tutors and part time hourly teachers shall be paid for the first sixty calendar days of employment so long as the member has applied for a certificate, license or waiver. If, after the first sixty days, the member is not properly certificated or licensed, or does not hold a waiver, but has applied for and been granted a substitute certificate, the member shall be paid at the substitute rate for his or her respective job code. Upon receipt of the proper certification, license or waiver, the Board shall place the member at the appropriate hourly rate and pay the member retroactively to the effective date of the certificate, license or waiver the difference between the member's substitute hourly rate and what the member would have been paid had a valid certificate, license or waiver been on file.

If, after the first sixty calendar days of employment, the member is not properly certificated, licensed or does not hold a substitute certificate or waiver, the member shall not be permitted to work. Upon receipt of proper certification, licensure or waiver, the member shall be restored to his teaching position and paid at the appropriate hourly rate, but shall not be entitled to compensation for days not worked.

#### **D. Tutors and Part Time Hourly Teachers – Subsequent Year of Employment**

Tutors and part time hourly teachers who do not possess a valid certificate or license at the beginning of the school year for the subject area they are teaching shall not be permitted to work. If the member holds a substitute certificate, the member shall be paid the substitute rate for the respective job code, including fringe benefits, if any, effective the first work day of the school year. Upon proper certification or licensure, the member shall be placed at the appropriate hourly rate and paid retroactively to the effective date of the certificate or license the difference, if any, between the substitute rate and the rate the member would have been paid had a valid certificate or license been on file.

Members are considered properly certificated or licensed when the certificate or license is posted to the Ohio Department of Education certification website or when written notification, including email, from the Ohio Department of Education indicates that the teacher is certificated or licensed.

#### **5.03 Professional Certificates**

The procedures for securing a professional certificate or license shall be governed by applicable State Department of Education standards. If a member's application for a professional certificate or license is submitted to the Department of Human Resources by March 15, the member shall be considered, for the purpose of staff reduction, as holding continuing contract status.

When approval of a member's application for conversion of a provisional certificate to a professional certificate by the Executive Director – Human Resources is in doubt, a conference shall be held within ten (10) days, or at a time mutually agreeable, with the member, the Executive Director – Human Resources, the building principal, and a representative of the AEA, at which time the reasons for the refusal shall be reviewed. Following the conference, a written summary of the conference and the reasons for the refusal shall be provided to the member. Procedures for reapplication shall also be a part of the communication.

#### **5.04 Permanent Certificates**

The procedures for converting a professional certificate into a permanent certificate of like type shall be governed by applicable State Department of Education standards. When approval of a member's application for conversion of a professional certificate to a permanent certificate is refused by the Superintendent, the member shall be notified of the refusal and the specific reasons for the refusal in writing within ten (10) days of the receipt of the application.

Upon request of the applicant a conference shall be held within ten (10) days, or at a time mutually agreeable, with the Executive Director – Human Resources, the building principal, and a representative of the AEA, at which time the reasons for the refusal shall be reviewed.

Should the Superintendent fail to approve the application within ten (10) days following the conference, it becomes subject to the grievance procedure.

#### **5.05 APS-AEA Local Professional Development Committee**

The APS-AEA Local Professional Development Committee (LPDC) is established for the purpose of reviewing course work and other professional development activities completed by educators within the district for renewal of certificates and/or licenses.

The operation of LPDC shall be governed by the LPDC By-Laws and Plan of Operation and Procedures Manual. Amendments to the Manual shall be made as provided for therein, and with the mutual agreement of the President and the Superintendent.

The LPDC shall adopt an annual appropriations budget within the level of state allocated support under the Local Professional Development Block Grant, plus or minus any carry over balance or deficit balance amounts. Copies of said budget shall be provided to the President and the Superintendent.

Members who leave their classroom position to serve in the capacity of “Contact Person” for the Local Professional Development Committee shall have the right to return to the position at the end of their one year term as Contact Person.

#### **5.06 Professional Growth Plan**

The parties agree to establish not later than September 1, 1999, a Joint Committee whose responsibility it shall be to create a Professional Growth Plan. The plan shall include a series of core courses developed within the Akron Public Schools in which members may enroll for CEU or graduate credit. The core courses shall be designed toward teaching and learning in relationship to the Akron Public Schools Strategic or Continuous Improvement Plan.

The core courses shall in sum or part lead to a thirty (30) hour Master Degree. The Committee shall investigate and recommend an institution or institutions through which graduate credit may be issued for completion of the core courses. Cost of credit shall be considered as one of the factors in the recommendation.

The program shall be in place commencing with the 2000-2001 school year.

The Committee shall be chaired by the Director of Staff Development. The Superintendent and the President shall each appoint three members, at least one of whom shall be a member of the AEA-APS LPDC for the respective sides.

## ARTICLE VI – SELECTED JOB DESCRIPTIONS

### **6.01 The Elementary and Secondary Counselor Position**

#### **A. Assignment**

To be appointed to the position of school counselor, the applicant must possess a Master Degree and the appropriate credential.

Applicants for the position of counselor shall be interviewed and evaluated by a committee composed of three (3) administrative personnel appointed by the Superintendent, and two (2) school counselors recommended by the ACA Board. The committee shall forward a list of acceptable candidates to the Executive Director, Human Resources.

#### **B. Relationship**

School counselors, whose roles are defined in 6.01 D. below, shall report to the Executive Director, Curriculum and Instruction, and the building principal. This relationship shall be mutually supportive in nature.

Questions about the role of the counselor which cannot be resolved by these parties may be appealed to the Joint Professional Problems Committee.

The Board shall to replace or displace counselors/counseling positions with social workers and/or other licensed mental health practitioners. In buildings to which both counselors and social workers are assigned, the parties recognize the value of collaborations and communication among and between counselors, principals and social workers and/or other licensed mental health practitioners in the delivery of services to students. To that extent, the parties agree to support a working relationship characterized by effective collaboration and communication.

#### **C. Community Relations**

Knowledge of and contact with the surrounding community is required for the adequate performance of the counseling tasks.

Counselors and the ACA Board will initiate community contacts which will increase its knowledge of the community resources, help relate the program of the Akron Public Schools to the community, and make other neighborhood contacts which have professional validity. School counselors shall be informed about community resources by the ACA Board and the Executive Director, Human Resources.

When it is desirable for the counselor to leave the building during the school day to meet with community resources, she/he shall make the necessary arrangements with the principal.

#### **D. Role**

The school counselor promotes and enhances student learning through three broad and inter-related areas of student development: academic, career, and personal/social.

The school counselor of a building shall assume responsibility for developing, planning, and implementing a school counseling program appropriate to the needs of the students within that school.

The program shall be submitted annually by November 15; program booklets will be housed in the offices of the Executive Director, Curriculum and Instruction, and the principal.

The program shall be evaluated throughout the year by the school counselor, the Executive Director, Curriculum and Instruction, and the principal.

1. The major responsibility of the school counselor shall be to the students. The counselor helps each student:
  - Understand him/herself in relation to the social/psychological world in which he/she lives
  - Develop personal decision-making skills
  - Resolve his/her special concerns and life issues
  - Acquire the skills to make the transition from school to work
2. The school counselor interprets school achievement information to the student and to his/her parent/guardian such as:
  - Academic progress
  - Class placement
  - Variety of curriculum choices
  - Results of various assessments
  - Enrichment programs
  - Opportunities for further education

3. The school counselor assumes the leadership role of consultant in the school by:
  - Coordinating the accumulation and use of meaningful information about each student
  - Interpreting information about the student to him/her, to parents/guardians, to teachers, and to others who are authorized to receive such information
  - Assisting staff to identify students with exceptionalities
  - Providing the professional staff with intervention strategies to address student need
4. The school counselor coordinates the use of community resources by:
  - Providing the student and his/her parent/guardian with information about the availability of these services
  - Making appropriate referrals
  - Maintaining liaison and cooperative working relationships with other pupil personnel specialists and with agencies in the community
5. The school counselor works in partnership with parents/guardians by:
  - Addressing academic concerns
  - Consulting with the student's parent/guardian regarding the student's growth and development
  - Disseminating information to the student's parent/guardian about the school counseling program
  - Providing the student's parent/guardian information about post-secondary opportunities
6. The school counselor carries out a program of public relations by:
  - Participating in community groups' programs
  - Furnishing information regarding the school counseling program to local publishers and radio/TV stations in consultation with the office of communications.

7. Role issues

- School Counselors shall not have duties or supervisory responsibilities.
- Counselors shall not be assigned the role of test coordinator for the Ohio Proficiency Test, Ohio Graduation Test, Competency Based Education or other statewide tests, but may be asked to assist with the planning and oversight of such testing.
- School counselors shall not administer punishment.

**6.02 The Librarian Position**

All Akron public school secondary libraries shall be supervised by certificated librarians.

Each librarian shall be assigned a daily duty-free lunch period.

During the extended school year, the library in each school shall have the full-time services of two (2) assistants, one (1) of whom shall have typing skills.

The school librarian's duties include:

- a. Catalog and supervise the preparation for circulation of all media housed in the Learning Resource Center. Non-book media should be catalogued according to the "Non-Book Media Processing Manual," publication No. 214.
- b. Maintain shelf-lists that reveal statistics of numbers of items, date, source of funds (ESEA II, Board of Education, NDEA, HB531, SB350, ESEA, etc.) and cost of acquisitions.
- c. Be prepared to submit accurate statistics upon request.
- d. Inventory materials annually.
- e. Conduct an orientation for newly assigned staff members.
- f. Prepare and circulate among students and staff selected lists of acquisitions from time to time.
- g. Prepare and circulate a handbook describing the services and procedures practiced in the Learning Resource Center.
- h. Train and supervise paid technical assistants as well as student assistants.
- i. Encourage the organization of student assistants affiliated with district and state organizations.

- j. Conduct student orientation in small or large group sessions as needs arise, not necessarily limiting such activity to the fall semester.
- k. Encourage class visitations accompanied by teachers to pursue meaningful research or recreational reading, listening, or viewing activities.
- l. Confer with teachers and students preparatory to embarking on instructional projects, providing bibliographies upon teacher request.
- m. Assist school committees and department heads in selecting materials for courses of study.
- n. Develop a collection of materials for the professional staff.
- o. Keep abreast of the merits of currently published and/or manufactured media using the findings of reputable reviewing agencies.
- p. Arrange and frequently change bulletin board displays.
- q. Devise ways to promote the use of multi-media materials among students and staff.
- r. Visit classrooms to ascertain needs and introduce appropriate materials on occasion.
- s. Publicize the activities of the Learning Resource Center in the school newspaper and by other means.
- t. Participate in inter-library loans.
- u. Enlist the services and resources of the community in extending the impact of the Learning Resource Center.
- v. Submit an annual report to the principal and a copy to the Director of Media Services at the close of each school year.
- w. Affiliate with professional organizations such as Ohio Association of School Librarians, American Association of School Librarians, Summit County Association of School Librarians, and Educational Media Council of Ohio.

## **6.03 The Kindergarten Position**

### **A. Kindergarten Eligibility**

To be considered for the position of Kindergarten teacher, the appointee or applicant must possess a valid Early Childhood, Kindergarten-Primary (K-3), or Kindergarten-Elementary (K-8) Certificate, and the member should have a minimum of one-half (1/2) of the student teaching experience in a Kindergarten program.

### **B. Kindergarten Working Conditions**

The Kindergarten teacher shall:

1. Have a certificated educational assistant when unusual circumstances arise such as:
  - a. Assignment in two (2) buildings (the member shall make the determination as to which section the assistant shall be assigned).
  - b. More than seventy (70) students per day in one (1) building. (A full-time assistant shall be assigned under these circumstances.)
  - c. Pupils housed in a building other than a Public School classroom.

When possible a kindergarten assistant shall be provided within five (5) work days from the time an unusual circumstance arises. Such assistant shall be used strictly as Kindergarten education assistant.

2. When a child study report is completed, the member, psychologist, parent and principal shall meet to confer on the report. If the conference occurs at a time not convenient to the member, the psychologist and member shall confer on the report.
3. Have responsibility for recommending retention of his students. The member shall meet and confer with the parents and offer reasons for the retention.
4. Have two (2) parent conferences per year.
5. Be provided at least thirty (30) minutes lunch period per day. Travel time between two (2) buildings shall not be part of the thirty (30) minutes.
6. Receive an annual supply allowance of \$200 in addition to the per pupil allowance.

- C. The Kindergarten teacher shall not be required to have lunch, bus, door (other than at their own room), hall, playground, or other duty.

**D. Kindergarten Special Subjects**

One (1) period of instruction per week, taught by a specialist, in either art, music or physical education will be provided for each Kindergarten teacher.

All-day Kindergarten children shall receive one (1) section of instruction per week in art, music, and physical education taught by specialists certificated in those areas.

**E.** A child shall not be placed in Kindergarten as an alternative to special education class placement, except in those instances where an IEP has been prepared and the IEP calls for mainstreaming.

**F.** Within the first six (6) weeks of school, two (2) substitute school days will be provided for each kindergarten teacher so that each kindergarten teacher can administer the state mandated kindergarten diagnostics to his/her students.

**6.04 Pre-Kindergarten/Head Start Teachers**

**A. Work Day**

The work day for Pre-K/Head Start teachers shall not exceed eight (8) hours. Whenever possible, it shall include a thirty (30) minute daily preparation period prior to each session and at the close of the student day. Pre-K/Head Start teachers are entitled to a duty free, uninterrupted thirty (30) minute lunch period between morning and afternoon sessions.

**B. Student Assessment and Screening**

Pre-K/Head Start teachers shall be provided up to five (5) days prior to the start of the school year for purposes of completing the initial student screen. Initial screening not completed by the first student day shall be completed not later than the end of the second full week of classes.

Pre-K/Head Start teachers shall conduct student assessment as required by program guideline. A member may opt to defer one day of extended time employment in the fall in favor of using the services of a substitute teacher for two days while conducting program assigned assessment. This option is contingent upon the availability of substitutes.

**C. Home Visits and Conferences**

Pre-K/Head Start teachers will make home visits in accordance with program guidelines. Home visits shall be held during the week prior to the students' first day and prior to May 30. For children entering the program after the designated set aside time for the initial home visit, the initial home visit for said children will occur at the Pre-K/Head Start teacher's discretion before the end of the school year so that at least one home visit per child will be completed prior to the date of the Prime Review. Members shall not be required to make home visits beyond the work day.

Pre-K/Head Start teachers will hold conferences on the scheduled APS Conference Days (Thursday evening, Friday morning). Members who complete the required conferences prior to each scheduled conference day shall be exempt from reporting to work on the scheduled Thursday evening conference time and the following Friday afternoon.

**D. Staff Meetings/Inservice**

Pre-K/Head Start teachers shall be included in all cluster staff meetings.

The district shall provide required training updates in the areas of First Aid, Communicable Disease and Child Abuse Identification during teacher inservice/staff development days. In lieu of First Aid Training provided by the Head Start office, members may attend the refresher training referred to in Section 3.31 herein. In the event that training cannot be arranged within the regular inservice schedule or within the work day, members shall be compensated at an amount pro-rated on their daily rate of pay for time spent in attendance at such classes. The district shall pay for the cost of these classes.

Members working in partnership sites requiring them to be part of the teacher-child ratio will be provided a substitute to enable them to attend the Citywide Inservice Day training.

**E. Union Dialogue Day**

Union Dialogue Day shall be scheduled monthly. Members shall be represented by the AEA Head Start Rep.

**F. Mentoring Position**

In the event mentoring positions are created by the administration of the Head Start program, said positions shall be filled on the basis of seniority. The rate of pay for extended time supplemental contracts, if any, shall be negotiated by the parties.

## **Pre-K/Head Start Teacher Transfers**

### **A. Within the Head Start Program**

Members may transfer within the program on the basis on seniority, certification and center vacancies. A list of known Head Start vacancies as of May 20 shall be distributed to members. Vacancies occurring between May 20 and August 15 shall also be available to members under this procedure. Members shall indicate their transfer preference by priority ranking Head Start Centers on the appropriate transfer form, which must be submitted to the program coordinator not later than June 1. No teacher shall be “bumped” from his/her current assignment to create a vacancy.

The program coordinator shall notify the member of the disposition of the transfer request not later than August 15.

### **B. Within the Akron Public Schools**

Pre-K/Head Start teachers who possess a two-year associate or four-year bachelor degree, hold a valid Ohio Pre-K certification and who work a minimum of 32 weeks are considered to be regular contract employees, paid on a daily basis, and shall be issued limited one-year contacts. Members who hold an eight-year certificate shall be granted continuing contract status within the Pre-K/Head Start program.

Full-time teachers who possess a four-year degree, appropriate certification and who have worked at least one year in either the Head Start or Pre-K program may request transfer within the Akron Public Schools and shall be granted an interview by the Human Resources Department.

## **6.05 Physical and Occupational Therapists**

- A.** In meeting staffing requirements, the Board shall, whenever possible, hire Physical Therapists (PT) and Occupational Therapists (OT) and Licensed Physical Therapy Technicians (LPTT) and Licensed Occupational Therapy Technicians (LOTT). Board employed therapists and assistants shall not be displaced by sub-contracted personnel.
- B.** LPTT and LOTT schedules will be recommended by PT’s and OT’s and will be submitted to the Director of Special Education. Board employed PT’s and OT’s shall have preference in site and caseload assignment on the basis of seniority. Schedules shall be planned to reduce travel time and distance between assignments. The number of sites serviced by a full-time therapist/assistant team should not exceed five (5). Exemptions to this limitation may be made by the Director of Special Education in consultation with the AEA President.

- C.** The number of students assigned per therapist shall be equitable with assignment influence by variables such as the number of sites and the severity of the students. Case loads shall be determined by the therapists under the supervision of the Director of Special Education who will resolve all conflicts or disputes. Case loads shall be reviewed annually to determine the necessity for staffing.
- D.** In buildings where students' therapy needs cannot be entirely met within the classroom, the Board shall, whenever possible, ensure that therapists and their assistants are provided separate and adequate facilities conducive to therapy in terms of lighting, ventilation and being free of health risks (i.e., student health clinics, diaper changing, bathroom or medical treatment areas).
- E.** Therapists and therapy assistants shall be provided adequate, locked storage space for equipment and testing materials as close as possible to the space in each building used to service students.
- F.** Physical therapists and occupational therapists shall be offered extended time (JC 604) as and when needed not to exceed one (1) hour per student contact day with quarterly prior approval of the Director of Special Education.
- G.** Therapists shall be provided with weekly coordination time totaling 360 minutes; coordination time is to be scheduled by the therapists with discretion to their case loads.
- H.** PT's and OT's shall have the right to recommend, to the Director of Special Education, best practice standards in servicing students with disabilities; they shall have the right to recommend the amount and nature of service delivery in cooperation with IEP teams. All services are subject to prior approval of the Director of Special Education.
- I.** An annual allocation of \$500 for materials and supplies shall be provided each full time PT and OT team ("team" consisting of one PT and one LPTT or one OT and LOTT). Allocations for PT/OT assignments less than full time shall be figured relative to the ratio of the employment contract.

## **6.06 Interpreters**

- A.** Full time interpreters assigned to secondary schools shall be provided a daily planning period. Full time interpreters assigned to elementary schools shall be provided 180 minutes unassigned time per week in blocks of not less than fifteen (15) minutes. Part time interpreters shall be provided with at least one hundred (100) minutes per week unassigned time in blocks of not less than fifteen (15) minutes.
- B.** Full time interpreters assigned to provide services outside of their contractual schedule shall be compensated at the extended time rate. Part time interpreters assigned to provide services outside their contractual schedule shall be compensated at their hourly rate.

- C. Whenever an interpreter is absent, the Board shall provide a substitute interpreter. When, despite reasonable efforts, the administration is unable to provide a substitute interpreter, interpreters may be reassigned by the Director of Special Education or his/her designee to provide coverage. Interpreters will be provided compensation for services beyond their contracted schedule. Interpreters may volunteer to provide substitute coverage during their regularly scheduled planning period or lunch period. Interpreters shall be paid at the substitute interpreter hourly rate for each planning or lunch period for which they volunteer to cover.
- D. When scheduling interpreters, the communication needs of the students will be taken into consideration. Interpreters may request a second interpreter in the same classroom for two students with different communication needs through the special education coordinator assigned to supervise the deaf/hard of hearing classrooms and students.

## **ARTICLE VII – RIGHTS OF THE AEA**

The AEA shall have the exclusive association privileges enumerated in this Article.

### **7.01 New Staff Members**

Names and addresses of newly employed professional staff members shall be provided to the AEA as early as practicable following Board approval of their contracts.

### **7.02 New Teacher Luncheon**

The AEA may sponsor a luncheon for new teachers which may be held on one (1) of the scheduled new teacher orientation days. New teacher attendance shall be voluntary.

### **7.03 Written Communication**

A copy of any written communication for the Administration Building, directed to all members of a building or department, shall be sent to the President and the AEA office at the time such written communication is distributed to the members.

Administrative personnel of the Akron Public Schools shall be provided copies, at the time of distribution, of the following: 1) Random Notes, 2) Akron Teacher.

### **7.04 Forms**

All forms which require the signature of members shall be reviewed by the AEA and the Superintendent.

### **7.05 Professional Conferences and AEA Activities**

The Superintendent shall authorize up to 125 days with pay per year to members elected to represent the AEA or chosen to serve on programs or in any official capacity at AEA meetings, conferences or conventions. Additional days beyond 125 may be granted to members elected to official bodies with whom the AEA may be affiliated.

Request for these absences shall be submitted to the Superintendent by the President.

### **7.06 Payroll Deductions**

The employer shall provide deductions for AEA dues, Akron Teachers Political Action Committee contributions, Agency Fees, Liberty Mutual Group and United Teachers Associates Company.

The enrollment period for payroll deduction of membership dues shall be the first 45 days each school year. Authorization for payroll deduction for membership dues shall be on a continuing basis from year to year, unless a request for withdrawal is submitted in writing to the Treasurer, with a copy to the AEA. Payroll deduction for membership dues shall commence with the fourth (4<sup>th</sup>) pay period.

### **7.07 Agency Fees**

SECTION 1. No employee covered by this Agreement shall be required to become or remain a member of the AEA as a condition for securing or retaining employment with the employer.

SECTION 2. As of the effective date of this provision or sixty (60) days after being hired, whichever occurs later, any employee covered by this Agreement who chooses not to become a member of the AEA shall be obligated to pay the AEA a fair share fee in accordance with applicable law. Fair share fee payments shall also be made by any employee who is currently a member of the AEA but who discontinues membership in the AEA during the term of this Agreement.

SECTION 3. The fair share fee referred to above shall not exceed the amount of regular dues charged to full time employees who are AEA members. Substitutes shall pay a daily rate fair share fee for each day worked, not to exceed one (1) dollar per day, up to a maximum of one-half the fair share fee for full time employees. Tutors and other part time employees shall pay a biweekly fair share fee of five (5) per cent of the full time fair share fee, up to a maximum of one-half the fair share fee for full time employees.

SECTION 4. In accordance with applicable law, the AEA has established a written, internal fair share fee procedure (hereinafter the “AEA fair share fee procedure”). The AEA fair share fee procedure has been approved, as part of a class action settlement, by a federal district court of competent jurisdiction. The AEA shall annually notify the employer and AEA non-members of the AEA fair share fee procedure.

SECTION 5. The AEA retains the right to modify the AEA fair share fee procedure. All such modifications must be consistent with requirements of applicable law. The AEA agrees to provide written notice to the employer and to each AEA non-member of any modifications of the AEA fair share fee procedure which become effective during the term of this Agreement.

SECTION 6. Fair share fees as described in this provision shall be deducted by the Treasurer from the payroll checks of non-member employees and forwarded to the AEA on a bi-weekly basis in the same manner as regular membership dues are deducted and forwarded by the Treasurer for the AEA members under Section 7.06, Payroll Deductions, of this Agreement, except that written authorization for such deductions shall not be required from non-member employees, and except for substitute teachers, tutors and part time employees for whom a separate procedure is set forth under Section 3 of this clause.

SECTION 7. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a member of or financially supporting a public employee organization for religious reason pursuant to Ohio Revised Code 4117.09(c) shall not be required to join or financially support the AEA as a condition of employment. Any such employee shall be required to pay, in lieu of the fair share fee described above, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and the AEA. In addition, any such employee shall furnish to the AEA written receipts evidencing the monthly payment of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or the fair share fee hereunder.

SECTION 8. The AEA hereby indemnifies the employer against any and all other forms of liability which may arise by reason of the employer’s action in deducting and forwarding fair share fees pursuant to this provision. The employer and the AEA will cooperate fully in order to ensure the effective implementation of the AEA fair share fee procedure. In connection with the same, the employer will provide the AEA with the name, home address, and building assignment, if any, for any employee who is hired by the Board and who would fall within the AEA bargaining unit. Such notice shall be provided within seven days of hire.

## 7.08 Pay Plans

Effective with the FY07 school year, the Board shall pay salaried members salaries over twenty-four equal bi-monthly payments with payment dates on the 15<sup>th</sup> and the last day of each month. Salaried members will not have the option of the regular 19-pay plan.

Members assigned to time schedules 380, 381, 390, 391, 401, and 411 are scheduled to receive the first payment on the fifteenth of September and the twenty-fourth payment on the last day of the following August.

Members assigned to time schedules 402, 412, 414, 422, 423, 442, and 450 are scheduled to receive the first payment on the last day of August and the twenty-fourth payment on the 15<sup>th</sup> of the following August.

Members assigned to time schedule 462 are scheduled to receive the first payment on the fifteenth of August and the last day of the following July.

If the 15<sup>th</sup> of the month or the last day of the month falls on a Saturday or a Sunday, payment will be issued on the previous Friday. If any scheduled payment date is a banking holiday, payment will be made the banking day just prior to the bank holiday.

The amount of each bi-monthly payment will be calculated by multiplying the number of days in a member's time schedule times the daily rate of pay then divided by twenty four. The daily rate is determined by dividing the annual salary by the number of days in a member's time schedule. The daily rate is the rate that will be used to dock member's wages for any days that are unpaid (i.e., unpaid personal illness, etc.)

The bi-monthly payment may be adjusted from time to time due to modification in member contracts as follows but are not limited to the following:

- Members who begin work after the starting date assigned to their time schedule
- Members who stop work before the ending date assigned to their time schedule due to retirements, resignations, leaves of absence, etc.
- Members who are re-classified mid-year
- Unpaid days (i.e., unpaid personal illness, etc.)
- Members who receive retroactive degree change adjustments and step adjustments
- Members who receive degree change adjustments effective with the 2<sup>nd</sup> semester.

Payments on or about the 15<sup>th</sup> of the month will reflect absences for the period beginning the 16<sup>th</sup> of the previous month and ending the last day of the previous month. Payments on or about the last day of the month will reflect absences for the period beginning the 1<sup>st</sup> of the current month and ending the 15<sup>th</sup> of the current month.

Member's IRC section 403(b) and section 457 contributions will be deducted twenty four times effective with the FY07 school year. Contribution amounts in place at the beginning of the FY07 school year will be recalculated based on 24 deductions. Member's health care contributions will be deducted twenty four times effective with the FY07 school year.

This section does not apply to tutors, hourly teachers, substitute teachers, or any other member who is not compensated on a salary basis.

Without impairing any other portion of this agreement and consistent with this provision, members separating themselves from employment with the Board will be paid any balance owed for unpaid salary within fifteen (15) days from the date of separation.

#### **7.09 Use of School Mails and Bulletin Boards**

The AEA shall be authorized to use the school mails and members' mailboxes for AEA business. The AEA office shall be part of the "pony" (regular school mail route).

The principal in each building shall designate a bulletin board in that building for the exclusive use of AEA and the employer. The bulletin board shall be located in an area readily accessible to and normally frequented by the members.

#### **7.10 Use of School Facilities and Equipment**

The AEA shall have the right to use school facilities and equipment when such facilities and/or equipment are not otherwise in use. The use of such facilities and/or equipment shall be for AEA business. Supplies necessary for the use of equipment shall be furnished or paid for by the AEA.

#### **7.11 AEA Business**

The AEA may conduct Association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction.

The President and/or his representative shall be permitted to visit schools to investigate working conditions, teaching complaints or problems, or for other purposes related to AEA business. The President and/or his designate shall follow normal visitation procedures.

When a custodian is on duty, the building may be utilized without cost to AEA. At all other times, the AEA may use the building according to the regulations established by the Office of Business Affairs.

A member may, if he deems necessary, request the presence of an AEA representative at any conference (other than those sessions scheduled for the purpose of discussing a member's year-end evaluation or classroom observation). When such a request is made, the conference shall not proceed until the representative is in attendance.

#### **7.12 Extra Duties for Building Representatives**

Building Representatives of the AEA shall carry a full instructional load. In the Secondary, they shall not be assigned a homeroom or duty; in the Elementary, they shall not be assigned to duty before or after school or at the lunch period.

AEA Building Representatives shall be limited to one (1) representative for each forty (40) members and one (1) for each additional major fraction thereof.

#### **7.13 Release Time for the AEA Building Representative**

The AEA Building Representatives meetings shall be scheduled at a time other than the regular monthly professional staff building meetings. They shall also be scheduled so that they do not conflict with the closing of school. These meetings are customarily held on Thursdays. Building Representatives, elected officer and committee chairmen shall be excused from other building meetings to attend the monthly Building Representatives meeting.

#### **7.14 Financing of the Public Schools**

The Superintendent or an appointed committee shall meet yearly with representatives of the AEA to discuss the financial position of the schools. Such discussion shall occur each May and/or prior to a determination to seek additional financial support of the electorate.

#### **7.15 Joint Professional Problems Committee**

The Joint Professional Problems Committee shall be composed of four people selected by the Superintendent (one of which shall be the Executive Director – Human Resources) and four people selected by the President.

The committee shall meet regularly, at least once a month, throughout the calendar year except that meetings may be canceled by mutual agreement of the Executive Director – Human Resources and the President.

The committee shall attempt to resolve any problems, general or specific, which have system wide implications, and which are brought before the committee by either the Executive Director – Human Resources and the President.

Accords reached through committee discussion which require distribution outside the committee membership may be summarized in written statements of agreement and signed by both the Executive Director – Human Resources and the President.

#### **7.16 AEA President and/or Vice President**

The AEA President and Vice President are teachers and employees of the Board. The Board shall pay the President and Vice President their base teaching salary plus an annual amount equal to 20% and 10% respectively of their base salaries. For purposes of summer employment, the President and Vice President shall be assigned extended time contracts and the Board shall pay said extended time at the negotiated summer school hourly rate. The AEA shall reimburse the Board for the total cost of the President and Vice President, including the cost of fringe benefits and retirement, except that the Board shall pay its share of retirement costs for the President and Vice President.

The President and Vice President shall retain full member rights under the Collective Bargaining Agreement.

#### **7.17 Rights of Members Under This Agreement**

All existing Board policies, instructions, or handbooks shall in no way limit the rights granted members in this contract. Any portion of an existing document inconsistent with the provisions of the contract shall be modified or deleted to correct the inconsistency.

#### **7.18 Student Activity Passes**

All members shall be entitled to attend without charge, all student activities including athletic events. Tickets shall be issued stamped “faculty” and must be picked up by the member at the building office at least one (1) day prior to the event.

Events under the sponsorship of the Ohio High School Athletic Association and City Championship games shall be excluded.

#### **7.19 Electronic Payroll Deposit**

Electronic deposit of pay shall be the standard form of payment in the Akron Public Schools for employees hired on or after July 1, 2005. Members may select any local banking institution for electronic deposit.

**ARTICLE VIII – SALARIES**

**8.01 Salary Schedule and Index**

- A. The Salary Schedule and Index currently in effect and approved by the Board in the Schedule of Salaries is available from the Department of Human Resources.
- B. The Akron Board of Education agrees to the following condition of settlement with the Akron Education Association effective July 1, 2010 through June 30, 2012.

1. July 1, 2010

- a. The salary schedule for the 2010-11 school year shall remain the same as the salary schedule in effect for the 2009-10 school year.
- b. All bargaining unit members employed as of November 1, 2010, will receive a one-time lump sum payment equal to two percent (2%) of the employee's 2010-11 regular salary. The lump sum payment shall be made not later than December 31, 2010. Members whose primary assignment is under one of the job codes listed below shall receive the lump sum payment equal to two percent (2%) of their primary assignment wages earned under that job code during the 2010-2011 school year.

006	021	054	065	424
015	024	060	125	428
016	033	061	129	577
017	045	062	130	
018	050	063	131	

For purposes of calculating the wages earned on which two percent (2%) will be applied, excluded from the wages earned during the 2010-2011 school year are all payments for supplemental contracts, extended-time contracts, hourly extended-time, bonus days, building-level substitute, workshop stipends, summer school, and all secondary assignments.

The one-time payment shall be equal to two percent (2%) of the 2009-2010 earnings for members whose primary assignment in 2009-2010 was under one of the job codes listed below.

039	454
043	483
451	484a
452	973
453	976

2. July 1, 2011

The salary schedule for the 2011-12 school year shall remain the same as the salary schedule in effect for the 2009-10 school year.

**8.02 Longevity Increments**

Years of Service For <u>Salary Purpose</u>	Amount Effective <u>07/01/05</u>
15.5	9.0%
16.0	10.0%
19.5	10.5%
20.0	11.0%
23.5	11.5%
24.0	12.0%
26.5	12.5%
27.0	13.0%
29.5	13.5%
30.0	14.0%

**8.03 Counselor, Librarian and Psychologist**

The Counselor ratio shall be 1.10 of the actual salary grid. Counselors shall submit their extended time [ten (10) days] schedule to the building principal not later than August 1. Not more than seven (7) of the ten (10) days shall be scheduled at the beginning or end of the regular school year. Counselors' payroll periods shall not be affected by the manner in which extended time days are scheduled.

The Librarian shall be paid two (2) percent of actual salary for each additional week beyond the thirty-eight (38) weeks within the school calendar.

The starting salary for a psychologist shall be established at the time of appointment. The annual earned increment shall be \$580. The maximum salary for the job classification shall be determined by using the maximum salary for a Master Degree and multiplying by the ratio of 1.175.

**8.04 Substitute Teacher**

Substitute teacher pay shall be as follows:

	2010-2011
	<u>2011-2012</u>
Per day	\$104.05
Per half day	56.06
Per day after five days	148.30
Per half day after five days	79.85

When a substitute teacher has been assigned to a specific position for a period of forty-five (45) days or more (long-term sub), the Board shall grant sick days and all other fringe benefits enjoyed by teachers. Salaries paid to long-term subs shall be determined by the substitute’s training level on the salary schedule at the zero service credit level. Health care benefits shall remain in force through the end of the month during which the long-term assignment ended.

Daily substitutes shall accumulate sick days at the rate of one (1) day per every sixteen (16) days of substitute service. Sick days shall be accumulated in half-day increments, one-half (1/2) day for every eight (8) days of service. Accumulated sick days may be used when the substitute is unable, for reasons of illness, to report to an assignment. Sick days may be taken during a multiple-day assignment. A sick day may only be used in cases where the substitute secured an assignment for a minimum of twelve (12) hours prior to the start of the assignment. Sick day usage will be limited to no more than three (3) days each school year.

When substitutes are required, every effort will be made to place a substitute who possesses a major in that field in the position.

The Board shall tender one year limited contracts to all persons employed as substitutes, who must possess proper certification for the grade and subject they are to teach. Said contracts shall designate employment “for assignment as services are needed to take the place of regular teachers.” The rates of compensation for daily substitute teachers appear in Section 8.04 of this Agreement. Substitutes who are eventually tendered regular teaching contracts shall be granted up to five (5) years credit on the salary schedule under the appropriate training lane.

Long-term substitutes whose assignment includes a last work day prior to a holiday or vacation period shall be paid for the holiday(s).

Substitute teachers shall have the opportunity to read any material which may be considered derogatory to the substitute’s conduct, service, character, or personality, before it is dated and placed in his/her personnel file.

The Department of Human Resources shall notify a substitute within five (5) working days of any written complaint by a parent, student, or school employee which may become a matter of record or lead to a substitute's exclusion from assignment to a school. Only signed written complaints can become a matter of record; however, a printed email from a principal or teacher is acceptable.

Substitute teachers shall have the right to respond to any such complaints in writing and to have the response attached to all copies of the complaint kept on file by the Board. A substitute may appeal any decision by the Department of Human Resources to exclude him/her from assignment to a building as the result of a complaint. Appeals must be filed with the Director of Human Resources within five (5) work days following the notice of exclusion. The Director of Human Resources shall issue a finding within five (5) work days following receipt of the appeal. A substitute may grieve a decision to exclude him/her from assignment to a building following the appeal process with the written consent of the association or its president.

**8.05 Extra Pay for Extra Duty**

If, in the opinion of the building principal, a conflict exists between a member's obligation related to a supplemental contract and the member's obligation related to his/her full time employment, the principal may request the Joint Professional Problems Committee to establish clear direction and priority between the conflicting obligations. If the Joint Professional Problems Committee is not scheduled to meet before the conflict must be resolved, the Executive Director, Human Resources, and the President shall resolve the conflict.

The percentage shall be applied to the minimum salary of a Bachelor degree teacher as of each September.

Unless specified otherwise, buildings shall be eligible for only one supplemental in each job code.

**High School**

Athletic Director	15%
Assistant Athletic Director	6%
Audio Visual Coordinator, non CLC	5%
Band, Marching Director	17%
Band, Marching Assistant Director	9%
Baseball, Coach	12%
Baseball, Junior Varsity Coach**	8%
Baseball, Freshman Coach**	8%
Basketball, Coach (Boys & Girls)	20%
Basketball, Junior Varsity Coach (Boys/Girls)**	10%
Basketball, Freshman Coach (Boys/Girls)**	7%
Bowling	4%
Cheerleading Supervisor	10%
Cheerleading, Assistant Supervisor	6%

Cross Country, Coach (Boys/Girls)	8.5%
Debate Coach*	8.0%
Diving Coach	9.0%
Drama, Coach	9%
Football Coach	20%
Football, Junior Varsity Coach**	12%
Football, Assistant Coach (2 per school)**	12%
Football, Freshman Coach	10%
Future Educators Club Advisor	4%
Golf, Varsity Coach	8%
Golf, Junior Varsity	3%
Gymnastic, Coach**	8%
Intervention Assistance Team Member (IAT) (3 per school)	2%
Music, Vocal Director	8%
Music, Concert Band	7%
Music, Jazz Band	7%
Music, Orchestra	5%
National Honor Society Advisor	4%
Newspaper Advisor (7 issues)	4%
Senior Class Advisor	4%
School Treasurer	12%
Soccer, Varsity Coach	12%
Soccer, Junior Varsity Coach**	8%
Soccer, Freshman**	8%
Softball, Varsity Coach	12%
Softball, Junior Varsity Coach**	8%
Softball, Freshman Coach**	8%
Student Council Advisor	7%
Swimming Coach	9%
Swimming, Assistant Varsity Coach	6%
Technology Coordinator, non CLC	3%
Technology Coordinator, CLC	8%
Tennis, Varsity Coach	9%
Tennis, Assistant Varsity Coach	3%
Track, Varsity Coach	12%
Track, Assistant Varsity Coach	8%
Track, Freshman Coach	8%
Volleyball, Varsity Coach	12%
Volleyball, Junior Varsity Coach	8%
Volleyball, Freshman Coach**	8%
Wrestling, Varsity Coach	15%
Wrestling, Junior Varsity Coach	9%
Wrestling, Freshman Coach	7%
Yearbook Advisor	6%

\* Applies only to schools with a charter or eligible for a charter.

\*\* In order to qualify for compensation in these areas, it will be necessary to submit a schedule and program to the Director of Interscholastic Athletics no later than November

**Middle School**

Activity Supervisor (1 per 200 students)**	5%
Audio Visual Coordinator, non CLC	4%
Basketball Coach	8%
Director, Intramurals*	5%
Drama Coach	3%
Intervention Assistance Team Member (IAT) (3 per school)	2%
Music, Instrumental Director	4%
Music, Instrumental Strings Director	4%
Music, Vocal Director	4%
Newspaper Advisor	2%
School Treasurer	8%
Soccer Coach	8%
Softball, Coach	5%
Technology Coordinator, non CLC	2%
Technology Coordinator, CLC	6%
Track Coach	8%
Volleyball Coach	6%
Wrestling Coach	8%

\* The Director of Intramurals will be required to submit a plan for the Intramurals program by October 1 to the Director of Interscholastic Athletics.

The program shall reflect the year’s activities, the estimated number of participants for each segment of the intramural program and the time and location of the activities.

\*\* Activity Supervisors are assigned on the basis of the average daily membership specified on the February abstract of the previous school year; 1 for each 200 students in attendance. Fractional equivalents are not provided.

All teachers receiving compensation for additional duties outside their regular contract are required to carry a normal daily work load. Exceptions:

1. Varsity coaches in each high school are to be provided with an additional conference period during the months in which the activity is occurring. When possible, the additional planning period should be scheduled for the final period in the school day. Coaches shall be required to teach six (6) periods per day.

2. The Athletic Director and the School Treasurer in each high school shall teach five (5) periods per day. Assignments to a study hall or homeroom shall not be made. Deviation from these provisions shall require the approval of the President.
3. The Intramural Director in each middle school shall be assigned six (6) teaching periods and a special duty period daily. The Intramural Director shall not be assigned a homeroom responsibility.
4. The School Treasurer in each middle school shall carry a normal teaching load; he shall not be assigned a homeroom or a special duty period.

### **Elementary School**

Activity Supervisor (minimum of 2 per building or 1 per 100 students or major fraction thereof, whichever is greater)	5%
Art, Building Coordinator (one per building)*	2%; 4% if no classroom
Audio Visual Coordinator, non CLC	3%
Breakfast Coordinator	3%
Combination Class Teacher	6%
Intervention Assistance Team Member (IAT) (3 per school)	2%
Music, Vocal Director (One per building)	2%; 4% if no classroom
Safety Patrol	5%
Technology Coordinator, non CLC	2%
Technology Coordinator, CLC	5%

\* A supplemental contract in the amount of two (2) or four (4) percent of the BA minimum, in accordance with the above schedule, shall be offered to an art teacher in each elementary school. Specific responsibilities within the context of building-wide displays shall be mutually determined by the contract recipient and the building principal. If the art teacher declines the supplemental contract, the contract with the same expectations shall be offered to other staff members in the building. Where mutual agreement is not able to be reached, the issue may be referred to the Joint Professional Problems Committee by the Executive Director, Human Resources, or the President.

All extended time contracts, with the exception of guidance counselors (JC 054 and 055) shall be issued as supplemental contracts.

In addition to the percentages listed above, members who hold supplemental contract positions shall be granted longevity increments of 10 percent. Longevity increments shall be applied at the beginning of the member's sixth consecutive year of service in any one supplemental contract or combination of supplemental contracts.

One year's credit shall be granted to a member for each year in which a supplemental contract was held. Members who hold more than one supplemental contract during a year shall receive only one year's credit for the year in which multiple contracts were held.

Additional supplemental contract positions shall not be established without the consent of the President.

#### **8.06 Mileage**

The rate of reimbursement shall be the amount per mile established by the Internal Revenue Service, in effect as of July 1, for each succeeding school year but not less than \$5 for each authorized athletic trip in which students are transported.

Mileage payments for the performance of supplemental contract duties shall not be made from individual team or activity budgets but shall be paid by the Treasurer up to \$1,000 per school year in any middle school or \$1,500 per school per year in any high school.

This provision shall not prohibit additional expenditures of funds from individual school, team or activity budgets.

Members who are required to travel to fulfill job responsibilities (inservice or staff meeting out of their building, assignment to two or more buildings, etc.) and members who transport students to authorized activities relating to the curriculum (excepting member-planned field trips) shall be entitled to the per mile reimbursement rate established by the Internal Revenue Service.

#### **8.07 Board Pickup of Member Contributions to STRS**

**A.** For purposes of this section, total annual salary and salary per pay for each member shall be the salary otherwise payable under this Agreement. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a pickup of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combines expenditures for members' total annual salaries otherwise payable under this Agreement as amended (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

- B.** The Treasurer shall compute and remit the employer contributions to STRS based upon total annual salary, including the pickup. The Treasurer shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the pickup. The Treasurer shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Treasurer shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C.** The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- D.** The pickup shall apply to all payroll payments made after the adoption of this Agreement.

#### **8.08 Combination Class Pay**

Any member in grades one through six who is assigned a combination class shall receive a supplemental contract at the rate of 6% annually.

#### **8.09 Changes in Training Levels**

Members who advance a training lane on the salary grid shall be compensated for such advancement effective the payroll date following Board approval. In order to qualify for a change in salary rate at the beginning of the school year, a member shall be required to submit an official transcript to the Department of Human Resources not later than September 15. In order to qualify for a change in annual salary rate for the second semester, the member shall be required to submit an official transcript to the Department of Human Resources not later than January 15.

Members may earn credit on the salary schedule for coursework completed through distance learning programs. In order to be eligible for credit on the salary schedule, the coursework must be offered through an accredited institution and the distance learning provider must be on the approved list of providers on file with the Local Professional Development Committee. Any distance learning coursework through institutions not on the LPDC approved list of providers shall not be eligible for credit on the salary schedule.

Effective July 1, 1992, credit shall not be granted for correspondence courses in any calculation for advancement on the salary schedule. Correspondence courses are courses of instruction completed entirely through the mail, including the sending of lessons and examinations. Independent study shall not be considered correspondence course work.

Credit earned through correspondence course work prior to July 1, 1992, shall not be affected by these provisions. Disputes arising under this section shall be referred to the Joint Professional Problems Committee before a resolution is sought through the grievance arbitration procedures herein.

For purposes of advancement on the training lanes, occupational and physical therapists may apply continuing education units earned through licensure requirements and/or through self-study programs sponsored by their respective professional organizations and approved through an accredited college or university. Said CEU's (ten (10) contact hours is equivalent to one (1) CEU) shall be converted to graduate credit hours for purposes of advancement on the scale, three (3) CEU's being equivalent to one (1) graduate hour. The equivalent number of hours which may be earned shall not exceed thirty (30). Therapists may apply up to thirty (30) CEU's approved through the AEA-APS LPDC toward the thirty (30) graduate hour requirement.

**8.10 Vacation**

**A.** Full time members in the Adult Vocational School and Family Life who work at least forty-eight (48) weeks each year and full time hourly compensated employees who work time schedule 522 shall earn paid vacation in accordance with the following schedule:

Less than one (1) year	One (1) day per month (to ten (10) days)
1-4 years	Two (2) weeks (ten (10) days)
5-13 years	Three (3) weeks (fifteen (15) days)
14 years	Four (4) weeks (twenty (20) days)
15 years	Twenty one (21) days
16 years	Twenty two (22) days
17 years	Twenty three (23) days
18 years	Twenty four (24) days
19 or more years	Five (5) weeks (Twenty five (25) days)

Vacation is taken in the period January 1 to December 31 subsequent to the period in which is was earned.

**B.** Application shall be made in writing and forwarded to the Department of Human Resources on the "Request for Approval and Authorization of Annual Vacation." Application should be made at least two (2) weeks in advance.

- C. No more than 5 vacation days may be taken when school is in session. The balance of vacation shall be taken when classes are not in session and must be approved by the Superintendent or his designee. Authorization for vacation shall not be unreasonably withheld.
- D. When qualified substitutes are not available, part time instructors may volunteer to substitute. Additional hours accrued as the result of substituting shall not be used to qualify the part time member for full time status and/or fringe benefits.

**8.11 Hourly Compensated Teachers**

Hourly teachers are those compensated on an hourly basis who serve in hourly rated vocational programs, adult education, family life, or similar programs. Hourly compensated teachers shall not be used to conduct classes normally staffed by regular salaried day-school teachers.

Hourly teachers who possess a degree and full certification and who work full-time (see Section 3.01M) are considered to be regular contract employees, paid on an hourly basis, and shall be issued limited (one-year) contracts, unless the member possesses an eight-year professional certificate. Teachers in the Adult Vocational Services Program are eligible for transfer to a regular day school vacancy and shall have all the benefits extended to other members of the bargaining unit. Sick days shall be accumulated in half-day increment, one-half (1/2) day for every eight (8) days of service. Holidays shall be paid in accordance with the time schedule worked. Full-time hourly teachers shall be granted a year of service for each year worked under the full-time hourly contract.

Other teacher (part-time) in such programs shall be extended a contract which specifies part-time employment at the hourly rate specified elsewhere in this Agreement. Sick days shall be accumulated in half-day increments, one-half (1/2) day for every eight (8) days of service. Holidays shall be paid in accordance with the time schedule worked.

Teachers in the following job codes shall be issued contracts which specify the hourly rate of pay. In addition, effective July 1, 1994, teachers in the job codes listed shall be placed on the appropriate service credit level for their respective job codes.

Job Codes 039, 452, 454

Step	7/1/07	7/1/08
0	\$24.94	\$25.69
1	\$25.25	\$26.01
2	\$25.43	\$26.19
3	\$25.76	\$26.53
4	\$26.10	\$26.88
5	\$26.44	\$27.23
10	\$27.51	\$28.34
15*	\$28.61	\$29.47
16	\$30.74	\$31.66

20	\$31.01	\$31.94
24	\$21.29	\$32.23
27	\$31.57	\$32.52
30	\$31.85	\$32.81

\*This step is to be eliminated. It would apply only to any member reaching this step for 2007-2008.

## **8.12 Tutors**

Tutors are teachers in day-school programs employed to supplement instruction and are paid an hourly rate. Tutors shall not be used to perform work which is normally performed by regular salaried day-school teachers, nor shall they be used in adult programs where high school course credit is given.

Tutors shall be assigned a paid daily planning period within their twenty-four (24) hour workweek. They shall not be assigned homeroom or duty. In addition to their normal workday, tutors may elect to take a non-paid thirty (30) minute lunch period.

The parties recognize that tutors are hourly employees, and as such tutor work responsibilities shall not exceed levels that may reasonably be completed within the workday. Disputes arising under this provision shall be referred to the Joint Professional Problems Committee for resolution before being addressed through the grievance procedures herein.

Tutors shall be considered full-time if they qualify for such designation by virtue of the definition in Section 3.01 M. Full-time tutors are entitled to the fringe benefits extended to regular contract teachers and hourly teachers.

Tutors shall be given credit on the salary schedule for experience earned on or after September 1, 1985, which will be in accordance with time Schedule 380. Tutors employed less than five and one-quarter (5 ¼) hours per day shall earn one-half (1/2) day of service credit. Tutors employed for five and one-quarter (5 ¼) hours per day shall earn one (1) day of service credit for each day worked.

## **8.13 Co-Curricular Transportation Allowance**

Effective with the 1989-1990 school year, each cluster will be provided up to \$9,000 per year to be used for co-curricular activity transportation. The use of each cluster's co-curricular transportation allowance shall be determined by the cluster principals in consultation with their coaches and other activity advisors.

#### **8.14 Additional Speech/Hearing Therapist and Psychologist Funded Through Medicaid Reimbursement**

If the Board receives \$500,000 or more in Medicaid reimbursement during any fiscal year, an additional speech therapist and psychologist shall be hired for the subsequent school year. Should the Board receive less than \$500,000 during any year in which an additional therapist is employed, the Board may reduce this position.

In the case of a reduction, the member holding the position shall be released from assignment as described in the provisions of Section 3.13D.

In no case shall a more senior therapist be forced into an alternative teaching area as a result of this reduction.

#### **8.15 Intervention Specialist IEP Day/Supply Allowance Option**

One day of substitute coverage, in the months other than September or May, will be provided to each full time intervention specialist for the purpose of completing paperwork related to IEP's. Members may waive the provision of substitute coverage in return for a supply allowance equivalent to the cost of a daily substitute. This option must be requested during September of a school year with payment made prior to December 1 of that school year.

Intervention Specialists who have completed IEP's for all students assigned to them shall be excused from attending Parent-Teacher Conferences/Home Visits or Report Card Pickup Conferences.

#### **8.16 JROTC**

Non-degreed JROTC instructors shall receive an annual salary from the Board equal to the minimum instructor pay as stipulated by the United States military.

Degreed JROTC instructors shall be placed on the teacher salary schedule under the column of the degree held at the most proximate salary above the minimum instructor pay. Degreed JROTC instructors shall earn annual increments and are eligible to move horizontally on the salary schedule so long as the hours/CEUs earned that would qualify for a degree change adjustment are approved in advance by the LPDC.

Any increase in the minimum instructor pay which occurs after the salaries for JROTC instructors have been set for a school year and which exceeds that salary shall be payable to the instructor in a lump sum prior to September 1 of the following school year.

The Board shall submit to the military a 230 day time schedule for all JROTC instructors.

## **8.17 Class Coverage**

- A.** When, despite reasonable efforts, the administration is unable to provide a substitute teacher, the Department of Human Resources will make a determination that a substitute cannot be secured.
- B.** Members may volunteer to perform substitute class coverage duties.
  - 1. In secondary schools, members may cover classes during their regularly scheduled conference or lunch periods.
  - 2. In elementary schools, members may absorb a portion of the uncovered class.
- C.** Compensation for voluntary class coverage shall be calculated as follows:
  - 1. In secondary schools, members shall be paid at the rate of one-fifth (1/5) or twenty percent (20%) of the daily substitute rate of pay for each class covered, limited to two (2) classes per day.
  - 2. In elementary schools, members shall be paid a prorated amount of the substitute teacher rate, based upon the percentage of students from the uncovered class absorbed into their classroom.
- D.** Payment for class coverage shall be made at the end of each semester, based upon the Class Coverage Report which the building administrator submits to the Treasurer, listing the names, dates, percentages (elementary), and number of classes covered.
- E.** The building administrator shall solicit on an annual basis, during the first fifteen (15) work days, the names of members willing to volunteer for class coverage. The names of secondary school volunteers shall be listed by periods available.
- F.** Coverage assignments shall be distributed on an equitable basis among the members who have volunteered in each building.
- G.** Disputes arising under this section shall be referred to the Joint Professional Problems Committee before a grievance is processed.
- H.** The Board shall make every attempt to provide substitute educational assistants for special education classes. When a substitute assistant is not provided, the special education teacher shall be paid the substitute assistant daily rate.

**8.18 Licensed Physical Therapy Technicians (LPTT) and Licensed Occupational Therapy Technicians (LOTT)**

Positions shall be full time and the duty day shall conform to the teacher day for the applicable level (elementary, middle or senior high). LPTT's and LOTT's will provide services under the supervisor of PT's and OT's respectively, under existing professional guidelines. Benefits shall be provided to these classifications in the same manner as full-time members.

**Wage Rates for LPTTs and LOTTs are as follows:**

<u>Step</u>	<u>7/1/07</u>	<u>7/1/08</u>
1	\$26,758	\$27,561
2	\$28,230	\$29,077
3	\$29,786	\$30,679
4	\$30,194	\$31,100
5	\$30,604	\$31,523
6	\$31,117	\$32,051
7	\$31,424	\$32,367
8	\$31,855	\$32,810
9	\$32,285	\$33,254
10	\$32,716	\$33,697
11	\$33,146	\$34,141
12	\$33,478	\$34,482
16	\$36,826	\$37,930
20	\$37,160	\$38,275
24	\$37,495	\$38,620
27	\$37,830	\$38,965
30	\$38,165	\$39,310

**8.19 Part-time Sick Leave Accrual**

Full-time contract salaried teachers who also hold part-time hourly positions shall accrue sick hours based on the number of hours worked in the part-time assignment per month. At present, the job codes included under this provision are 039, 411, 453, 524, 526, 530, 535, 538 and 752.

Accrued sick hours can only be used to pay for a personal illness or family illness absence from the part-time assignment. The appropriate number of hours will be paid to the member and the member's accrued sick hours will be reduced by a corresponding number of hours.

Sick days accrued by the member's full-time assignment cannot be transferred to sick hours to pay for a personal illness or family illness absence from the part-time assignment in the case where there are insufficient sick hours accrued to pay for the absence from the part-time assignment.

Sick hours accrued by the member's part-time assignment cannot be transferred to sick days to pay for a personal illness or family illness absence from the full-time assignment in the case where there are insufficient sick days accrued to pay for the absence from the full-time assignment.

In the case of more than one part-time assignment which accrues sick hours, all sick hours accrued will be combined and will be available for use to pay for personal illness or family illness absences from either part-time assignment.

The maximum number of sick hours which can be accrued in a part-time assignment will be determined by bargaining unit contracts in effect at the time.

Sick hours will not be included in the sick day balance used to calculate a member's severance payment at the time of retirement.

Absences from a member's part-time assignment due to personal illness or family illness will not be counted in determining years of perfect attendance for severance payment purposes.

#### **8.20 Master + GSH/CEU Lane**

The Board shall establish a salary lane titled Master + GSH/CEU Lane on which a member will be placed after completing any combination of graduate credit hours and continuing education units approved by the APS-AEA LPDC which are equivalent to eighteen (18) graduate semester hours. For purposes of this section, ten (10) contact hours are equivalent to one (1) CEU and three (3) CEU's are equivalent to one (1) graduate credit hour.

Salaries in such lane shall be equal to fifty percent (.50) of the difference between respective salaries in the Master Degree and the MA + 18 lanes for steps zero (0) through eleven and one-half (11.5). Beginning at step twelve (12) the lane shall increase to seventy-five percent (.75) of the difference.

#### **8.21 Speech Language Pathologists (SLPs)**

Up to 200 hours during the summer months shall be set aside for SLP extended time employment to evaluate those students whose MFE's are conducted during the summer. The Director of Special Education or his designate shall create summer extended time schedules, including caseloads and sites, to meet assessment needs. Extended time schedules will be assigned to the most senior SLP's expressing a desire for extended time employment.

Any additional extended time request by SLP's during the regular school year shall be submitted to the Director of Special Education for consideration and review.

An annual allocation of \$100 for materials and supplies shall be provided each full-time SLP.

## 8.22 Elementary Classroom Supply Allowance

All regular and special education classroom teachers in grades 1-5 shall receive an annual supply allowance of \$150 effective July 1, 2004, in addition to the board per pupil allowance. This allowance is for the purpose of purchasing teaching supplies through the warehouse or through private vendors. A principal who questions the appropriateness of an expenditure under this provision may refer the matter to the Joint Professional Problems Committee for resolution prior to reimbursement for the expense.

Regular classroom teachers in grades 1-5 who are employed after October 10<sup>th</sup> and before February 1<sup>st</sup> shall be eligible for one-half (1/2) of the annual supply allowance.

Personal purchase orders (PO's) must be requested by October 1<sup>st</sup>. PO's to vendors may be requested by April 1<sup>st</sup>. Receipts or signed receiving copies of the PO's must be submitted for reimbursement of payment by May 15<sup>th</sup>.

Unexpended funds will be liquidated at the end of each fiscal year.

## ARTICLE IX – FRINGE BENEFITS

Hospital, Surgical and Major Medical Insurance, and Prescription, Vision, Dental and Term Life Insurance shall be provided to full time members only unless specified otherwise hereunder.

### 9.01 Hospital, Surgical and Major Medical Insurance

Hospital, Surgical and Major Medical Insurance shall be provided at Board expense with the appropriate member co-pays and deductibles specified below for all full time members and their dependents unless the member notifies the Board's Insurance Department of his intent not to be provided such coverage. This is to include currently negotiated preferred provider organization (PPO) plans as offered under Aultcare, Medical Mutual Super Med Plus and SummaCare and one closed-panel HMO plan (currently Kaiser Permanente). Coverage under each plan is on file at the offices of the Board of Education and the Akron Education Association.

Member deductibles for major medical insurance shall be as follows:

In Network		Out of Network	
<u>Single</u>	<u>Family</u>	<u>Single</u>	<u>Family</u>
\$150	\$300	\$300	\$600

- \* For members of the bargaining unit, salary is the base salary the member would be paid as a classroom teacher.

Mutual Health Services shall be eliminated as a provider effective November 1, 2005. Enrollees in Mutual Health will be offered an opportunity to enroll in one of the remaining plans.

## **Kaiser Permanente HMO Option II**

Kaiser Permanente Option II coverage will be offered in accordance with the official plan on file at the offices of the Akron Board of Education and the Akron Education Association.

When both husband and wife are employed by the Board, the Board shall provide primary and secondary coverage.

There shall be no reduction of benefits, deductibles or changes in the exclusions to the above without mutual consent of the parties.

For members enrolled under the health coverage program, there shall be included a Second Surgical Opinion and Pre-Admission Certification program. The Pre-Admission Certification program shall exclude any notification requirements in the event of emergency admittance.

### **9.02 Term Life Insurance**

Term Life Insurance shall be provided at Board expense for all full time members and tutors and part time hourly teachers who work 20 or more hours per week.

The face valuation of the term life policy will be 1.25 times the member's annual salary, rounded to the nearest \$1,000. The annual salary is defined as the basic contract rate not including supplemental contracts for teachers or other additional payments. For tutors and part time hourly teachers, the face valuation of the term life policy will be \$25,000.

Members shall be permitted to purchase additional term life insurance for themselves, their spouses, and their dependents, subject to approval of the carrier.

Insurance shall be purchased in increments of \$5,000 and shall cost the member the per thousand rate charged the Board by the carrier.

There shall be an annual September enrollment period for purchases of such term life insurance. Payment for the insurance shall be through payroll deduction in ten equal payments commencing with the fourth pay period.

### **9.03 Income Protection Insurance**

Payroll deductions for Income Protection Insurance shall be provided by the Board through the Treasurer for all members.

**9.04 Tax Sheltered Annuities**

The Board through the Treasurer shall provide a payroll deduction for all members who wish to participate in a Tax Sheltered Annuity Program.

The various annuity carriers shall not be permitted to solicit individual members during the work day or on Board property.

The Board and the Treasurer shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

**9.05 Prescription Insurance**

The Board shall provide a Family Coverage program of prescription insurance based upon the following table of deductibles and out-of-pocket maximums:

<u>Generic</u>	<u>Name Brand</u>	<u>Out of Pocket Maximum</u>
\$5	\$15	\$900

\* For members of the bargaining unit, salary is the base salary the member would be paid as a classroom teacher.

The deductibles above shall apply to prescriptions filled at retail outlets as well as mail order prescriptions.

The Plan shall cover oral contraceptives regardless of medical necessity.

The Board may provide prescription insurance through a preferred provider arrangement with any provider who has at least fifty (50) outlets available throughout the greater Akron area. If the Board provides prescription insurance through a preferred provider arrangement, it shall provide for mail order filling of prescriptions for maintenance drugs to which the deductible shall apply.

When husband and wife are employed by the Board, the insurance carrier shall issue identical prescription cards to each, both cards shall provide for family prescription coverage.

**9.06 Deductions for Towpath Credit Union**

Payroll deduction for Towpath Credit Union shall be provided by the Board through the Treasurer for all members who are eligible and who request such deductions.

## **9.07 Severance Pay**

The employer shall provide severance pay for those full time members and tutors who retire from the Akron Public Schools under service provisions of the State Teachers Retirement System within three (3) years of their last work day with the Board. Excluded from this benefit shall be any employee who is convicted of a misdemeanor or felony which results in the revocation of his/her certification/license. Members who have previously retired from the Akron Public Schools and have received severance pay are also excluded.

In the event of the death of a member, the employer agrees to pay severance benefits to the member's estate regardless of years of service.

Such pay shall be determined as follows:

- A.** A member who qualifies for severance pay shall receive twenty-five (25) percent of said member's accumulation of unused sick days.

For the purpose of this computation, such sick day accumulation shall not exceed 420 days as of July 1, 2007 and 425 days as of July 1, 2008.

- B.** A member shall receive two (2) additional days of severance pay credit for each year said member had perfect attendance commencing July 1, 1976 through June 30, 1981.
- C.** A member shall receive one (1) day of severance pay credit for each year said member has perfect attendance commencing July 1, 1981.
- D.** Perfect attendance shall be defined as the member's non-use of sick days between July 1 and June 30 of each year.
- E.** The employee's daily rate of pay shall be either (1) determined by dividing the total annual salary (regular plus extended time) for the school year by the total number of days (regular plus extended time) for the employee, or (2) determined by dividing the regular teaching salary by 190 days. The higher daily rate of pay shall be utilized in calculating severance pay. A member who retires from a job sharing position shall have his/her severance computed on the basis of the member's daily rate of pay had said member been employed under a full time contract.
- F.** Upon applying for severance pay benefits, members shall furnish to the Board a copy of their initial retirement check from the State Teachers' Retirement System. Members shall elect: (1) to receive severance pay within two weeks after submitting their application to the Treasurer, or (2) deferring severance payment until the first payroll period of the next calendar year. Members are advised to consult their tax advisor concerning any tax implications related to selecting either option.

**G. Payment and Deferral of Severance Pay**

1. Notwithstanding anything in this Agreement or Board policy to the contrary, effective July 1, 2005, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring members shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Section, this arrangement that will be effective July 1, 2005, is referred to as the "403(b) Plan". The Bencor 401(a) Plan and Bencor 403(b) Plan shall no longer be used for the deferral of severance pay for any member whose last day of employment is after June 30, 2005. The Board may elect to terminate the Bencor Plans at any time on or after July 1, 2010.
2. The terms of the 403(b) Plan shall include the following:
  - A. Participation in the 403(b) Plan shall be mandatory for any member who meets both of the following requirements:
    - (i) The member's last day of employment is after the calendar year in which the member attained age 54.
    - (ii) The member is entitled to \$1,000 or more of severance pay.
  - B. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:
    - (i) The total amount of the participant's severance pay, or
    - (ii) The maximum contribution amount allowable under the terms of the 403(b) Plan.

To the extent that a retiring member's severance pay exceeds the maximum amount allowable under the 403(b) Plan, the excess amount shall be payable to the 403(b) plan in the subsequent calendar year up to the IRC Section 403(b) limit for that calendar year; and if any excess still remains, it shall be paid to the retiring member in cash.

- C. A retiring member who is a participant in the 403(b) Plan shall designate the TSA provider who is to receive the contribution under the 403(b) Plan; provided, however, that any such provider must be on the approved list of TSA providers that is in effect at the time of the member's retirement; and the Board shall continue to have authority to continue to approve or disapprove of TSA contract providers.
  - D. If a retiring member is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall nevertheless be paid to the 403(b) Plan and shall be paid to a Beneficiary of the member in accordance with the terms of the TSA.
- 3. If a member who is entitled to severance pay is not required to be a participant in the 403(b) Plan, the member's severance pay shall be payable to the member in cash. However, in accordance with applicable law, a member may elect to have all or a portion of the member's severance pay deferred into a TSA or under an IRC Section 457 Plan that is otherwise made available to members; provided, however, that the amount to be deferred to a TSA for any calendar year does not exceed the contribution limitations that apply under the federal tax law for that calendar year.
  - 4. If a member is entitled to a cash payment of severance pay, and has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to a TSA or Section 457 Plan, the amount that the participant had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If the member had not designated a specific TSA, it shall be paid to the last TSA which had received contributions on behalf of the deceased member; provided, however, that if the member had no TSA, the deferred amount shall instead be paid to the deceased member's estate.

If a member is entitled to a cash payment of severance pay, to the extent that the member has not elected to defer such amount to a TSA and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the member.

- 5. All contributions to the 403(b) Plan, all deferrals to a TSA or Section 457 Plan, and all cash payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board, nor the AEA, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or Section 457 Plan, or cash payments made to a member.

## **9.08 Dental Insurance**

The Board shall provide, at no expense to members, a dental insurance plan for members and their dependents. Effective February 1, 1989, such coverage shall be at least the equivalent of Delta Dental Stance IV-B Dental Coverage.

Members shall have the option of improving their coverage to Delta Dental Stance IV-E through co-payment in conjunction with the Board, so long as the exercise of this option does not increase the Board's cost. Member's who wish to improve coverage shall notify the Board during the annual open enrollment period for health care coverage and make arrangements for payroll deduction of the additional cost of such coverage.

Members shall have the option of enrolling in a closed-panel dental maintenance organization. The cost to the Board of such coverage shall not exceed the cost of the current traditional dental insurance program as reported by the Treasurer's Office.

## **9.09 Vision Insurance**

An eye care insurance program shall be provided, at Board expense, for members and their dependents. Such coverage shall include:

- a. 100 percent of all usual, customary and reasonable charges for annual routine examination and testing, less a \$5 deductible.
- b. 100 percent of all usual, customary and reasonable charges for lens and frame combinations on a bi-annual basis, less a \$15 deductible.
- c. \$105 maximum bi-annual benefit for contact lens when such are for non-major corrective and/or cosmetic purposes.

## **9.10 Employee Assistance Programs**

An Employee Assistance Program shall be made available.

## **9.11 Closed Panel HMO and Preferred Provider Organizations**

Through June 30, 2006, the Board shall provide one closed panel Health Maintenance Organization with annual open enrollment in October of each calendar year. Kaiser Permanente HMO Option II will be offered without employee premium contribution.

Part-time members may elect to participate in an HMO at full member cost.

The Board shall provide three PPO programs available without employee premium contribution. An annual open enrollment shall be held in October of each year. Coverage shall be with Medical Mutual Super Med Plus, Summa Health Care and AultCare.

## **9.12 PPO Enhancement Program**

Members participating in a PPO shall be provided at no cost with the following upgrades to their health care coverage:

- a. A vision insurance program that shall include exams, lenses, and frames (at an increased reimbursement level) every 12 months. The program shall include tinted lenses and photochromic lenses at no additional charge. Deductibles of \$5.00 for exams and \$15.00 for frames/lenses shall apply.
- b. A dental program which shall include provisions of the current STANCE IV-E Plan, converted to a UCR schedule (100%, 80%, 70%). Coverage shall also provide 100% reimbursement or sealants and adult fluoride treatments.
- c. Coverage within the PPO shall also include annual check-ups, blood draws, EKG, PSA, Mammograms, flu shots, diabetes education, sigmoidoscopy, and colonoscopy.
- d. When both spouses are employed by the Board and where both are members of the same PPO, the \$10.00 office co-pay and the \$50.00 emergency room co-pay – where an injury or medical condition requires immediate attention – shall not apply.

## **9.13 Health Screening Program**

The Board shall provide annual health screenings for all members at no cost.

## **9.14 Health Benefits Advisory Committee**

The Superintendent shall establish a Health Benefits Advisory Committee. The composition of the Committee shall include: five (5) members of the administrative staff appointed by the Superintendent; the President or his designee; and bargaining unit members appointed by the respective unit presidents on the basis of one (1) member for every five hundred (500) members or fraction thereof represented by the bargaining unit.

The purpose of the committee is to allow joint consultation on matters concerning hospitalization, major medical, prescription, dental, vision and term life insurance coverage.

Any Health Benefits Advisory Committee member organization may retain, at its own cost and for its own purposes, a health care consultant who may attend Committee meetings.

Such consultation shall include, but is not limited to: monthly monitoring of all plan costs, including claims; quarterly reviews to insure effective and efficient fringe benefit expenditures; quarterly reviews of plan performance objectives; and, annual reviews of coverage options and utilization studies and claim audits.

The committee shall determine its own meeting schedule, and shall make annual recommendations to the Superintendent regarding any aspect of the fringe benefits package.

Information on new classifications of drugs shall be shared with the committee within thirty (30) days.

The AEA representative to the committee shall be consulted when a denied prescription is not overridden by Human Resources. If no agreement is reached regarding an override, the case shall be referred to the Joint Professional Problems Committee for consideration at the next scheduled meeting.

The Health Benefits Advisory Committee shall meet regularly during the term of this Agreement. Not later than July 1, 2011, the Committee shall identify and approve changes in the health care plan, effective July 1, 2012, which amount to a projected savings to the Board of \$2.0 million. These changes shall occur in one or a combination of the following areas: prescription co-pays, mandatory mail-in for maintenance drugs, office visit co-pays, single and family annual deductibles and monthly premiums (in dollar amounts). The Committee, by consensus, may expand the list of areas. The Board's health care consultant shall participate in the meetings and shall provide estimates of cost savings to the Committee based on various changes to the plan similar in format to that provided during the 2005 negotiations. The data to be used by the Committee shall be finalized and provided to the Committee not later than November 30, 2010. The consultant shall provide the committee with data supporting the estimated savings as well as other information s/he may be expected to routinely keep in her/his capacity as the Board's health care consultant. Should the parties fail to meet the July 1, 2011 (Health Care Plan) deadlines, the parties agree that the issue will be submitted to an arbitrator selected from a list of seven (7) names provided by the American Arbitration Association selected using the alternate strike process. The arbitrator shall have the binding authority to determine the \$2.0 million cuts to the health care plan.

### **Wellness Plan**

As soon as possible, but no later than January 1, 2011, the Health Benefits Advisory Committee shall determine the components of a Wellness Program which shall incorporate those components established by the School Employees Health Care Board in OAC 3306-2-03(A) designed to improve the health of the District employees and that will result in both short-term and long-term projected savings in health insurance costs. The Wellness Plan shall become effective on July 1, 2011.

Should the Committee be unable to reach consensus (agreement by all members of the Committee) regarding the components of the Wellness Program by the prescribed deadlines, the parties agree that the issue will be submitted to an arbitrator selected from a list of seven (7) names provided by the American Arbitration Association using the alternate strike process. The arbitrator shall have binding authority to determine the components of the Wellness Plan.

## **Savings**

Any and all mandatory Best Practices adopted by the School Employees Health Care Board (SEHCB) will be implemented within ninety (90) days of passage by the state legislature and will be independent of the agreed upon \$2.0 million in savings as described above.

### **9.15 Section 125 Benefit Premium Only Plan**

Effective January 1, 1994, or as soon thereafter as practicable, the Board shall make a Section 125 (IRS) Benefit Premium Only Plan available to all employees for the purpose of deducting employee premium contributions on a pre-tax basis for health benefits.

### **9.16 Theft and Vandalism Fund**

The Board agrees to establish a Theft and Vandalism Fund in the amount of \$10,000. This fund shall be maintained annually at the beginning of each school year at the above-stated amount.

Members may make application to the Theft and Vandalism Fund for reimbursement of any personal insurance deductibles resulting from claims submitted for job-related theft and/or vandalism. Members may also apply for reimbursement for any documented job-related theft or vandalism that has been submitted under an insurance policy and denied coverage under a specific exclusion.

Application for reimbursement shall be made to the Fringe Benefits Office, Department of Human Resources, which shall authorize payment through the Treasurer's Office. Documentation of the deductible payments shall be submitted with the application for reimbursement. In the case of a claim specifically excluded by the member's insurance policy, a statement from the insurance company stating the exclusion shall be submitted with the application.

In addition to theft and vandalism, the fund may be used to reimburse any property loss suffered by a member resulting from circumstances beyond the member's control. Questions concerning the appropriateness of reimbursement under these circumstances shall be decided by the Joint Professional Problems Committee.

Reimbursement shall be made to members each year only so long as the fund is not depleted.

### **9.17 Early Retirement Announcement**

A \$500 payment shall be made to any member who, prior to April 1, submits in writing to the Executive Director – Human Resources, his or her intent to retire between the last work day in May and June 30, and who retires between the last work day in May and June 30. Said payment shall be made within fifteen (15) days of the Board's acceptance of the member's retirement.

## **9.18 Insurance Opt-Out**

Members may elect to “opt-out” of the Board-provided hospitalization and major medical insurance coverage. A member who elects to opt-out shall be compensated as follows:

- A.** An employee whose spouse is also an Akron Public Schools employee may opt-out and be compensated in the amount of \$1,000.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- B.** An employee who can show proof of insurance coverage may elect not to be covered by Board insurance. The employee shall be compensated in the amount of \$2,500.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- C.** The opt-out shall occur during the open enrollment period (currently October) and can be rescinded before the next open enrollment only when a triggering event occurs (loss of coverage from the other source).
- D.** Members may elect to opt-out of the insurance program during the annual enrollment period for the succeeding fiscal year.

## **ARTICLE X – EXTENDED SERVICES**

### **10.01 Definitions**

Services related to or sponsored by the Board other than the normal school day or year as established in this Agreement shall be considered extended services.

### **10.02 Program Description**

A description of each Extended Program shall be posted in each school office at least two (2) weeks before the deadline for application.

Said posting shall include the hours of the program, rate of compensation and obligations required of members.

### **10.03 Rights**

Members providing extended service shall retain all rights under this Agreement including the right to grieve.

### **10.04 Applications**

Application forms for extended service positions shall be available in the school office of each building at least two (2) weeks prior to the deadline for submission of applications for such positions.

### **10.05 Selection for Summer and Evening High School**

Extended Service positions requiring Provisional Certification shall be filled by members under contract to the Board. In the event members are not available, other certified personnel may be used. In all cases proper certification for the curricular program being offered is required.

The following criteria shall be considered in making the selection:

- A.** Members who have satisfactorily taught a class during the immediately preceding evening or summer session in a program shall have priority over other applicants to return to that specific preparation or, if that preparation is not available, to any available preparation in which the member has had successful teaching experience within the last three years except that members who have taught in a program during the past four (4) evening and/or summer sessions shall not be reemployed if other qualified members have applied. A member not employed to continue in a program after four (4) years shall not be precluded from application for, and employment in, another evening and/or summer program for which the member is qualified.
- B.** Members who are in the building where the extended program is being offered and who have a satisfactory or better rating in each of the composite areas on the most recent year-end evaluation in their personnel files.
- C.** Members who are not in the building where the extended program is being offered and who have a satisfactory or better rating in each of the composite areas on the most recent year-end evaluation in their personnel files.
- D.** Selection of members under B. or C. above shall be made on the basis of who is best prepared to meet the needs of the anticipated students through the curriculum to be offered. The selection shall be made by a committee composed of the program or building manager and two (2) teachers with experience in the program. If the program is new, the teachers may be appointed by the President from teachers who have not applied and who serve in the building(s) targeted for the program.

### **10.06 Notification**

Each member who has applied for employment in an extended services position shall be notified, within twenty (20) days after the deadline for submission of applications, whenever possible, except for summer and evening high programs as indicated in 10.08 and 10.09. The applicant will be notified that he/she:

- A.** has been appointed a position  
OR
- B.** may be appointed at a later date  
OR

C. will not be appointed to the position.

### **10.07 Facilities**

Members employed in extended service programs shall have access to such school facilities as the faculty lounge, restrooms, telephone, workroom and a copier in addition to the classroom facilities.

Teaching materials and supplies for the preparation of instructional materials and to meet the special needs of the program shall be available at all times.

### **10.08 Summer School**

Summer school applications must be submitted to the Office of Extended Services by April 1.

Staff for summer programs beginning in June shall be selected during the month of April and each applicant shall be notified by May 5 of the disposition of the application.

Staff for summer programs beginning in July or August shall be selected during the month of May and each applicant shall be notified by June 5 of the disposition of the application.

Summer school staff shall have July 4 as a paid holiday.

### **10.09 Evening School**

Evening school applications must be submitted by June 10. Applicants shall be notified by the end of the first full week of school of the disposition of the application.

## **ARTICLE XI – NEGOTIATION PROCEDURES**

### **11.01 Initiation of Procedures**

A written request for a negotiation meeting, stating the subject matter to be considered, as provided in Article 2.03 and 14.02 shall be submitted by the President or by the Superintendent.

Meetings between the AEA and the Superintendent shall be scheduled outside the regular school day, at an agreed upon time and place.

The parties shall convene their initial negotiating session within five (5) work days after March 1, 2006.

### **11.02 Negotiating Committees**

The AEA shall designate a committee of five (5) members or fewer and the Superintendent on behalf of the Board shall designate a committee of five (5) members or fewer for the purpose of conducting negotiations. The aforementioned shall be members of the professional staff or members of the Board.

The Board and the AEA shall designate, prior to the first negotiating session, their respective chief negotiators.

### **11.03 Good Faith**

Both parties shall make every effort to conclude negotiations satisfactorily through the foregoing steps within forty five (45) work days from the time of their initial negotiating session.

In addition to the committees of the parties referred to in Section 11.02, either party may use such consultants, in negotiation sessions, as it may deem necessary. The identity of the consultants, and the intent to use said consultants, must be provided to the other party at least three (3) work days in advance of such use.

During the process of negotiations, only such information as is mutually agreed upon in writing shall be distributed or given to the new media.

The chairman of either committee may recess his committee for independent caucus at any time.

In recognition that negotiation is a shared process, all parties shall negotiate in "Good Faith." "Good Faith" requires that the AEA and the Board representatives be willing to react to each other's proposals; if a proposal should prove unacceptable to one (1) of the parties, that party is obligated to give its reasons therefore. In case of disagreement, procedures outlined in Article XIII will be in effect.

### **11.04 Furnishing Information**

The Board and the Superintendent agree to furnish the AEA on request all compiled available information concerning the financial resources of the district and any other public data that will assist the AEA in helping to develop intelligent, accurate and constructive programs on behalf of the members, the students and the educational program.

## **ARTICLE XII – AGREEMENT**

When the participants reach agreement, such agreement shall be reduced to writing and signed by the members of the committees. Within five (5) work days thereafter, said Agreement shall be submitted to the membership of the AEA for ratification. If such membership ratifies said Agreement by a majority vote of those voting thereon, upon written certification by the President of such ratification to the Superintendent, the Board shall consider the ratification at its next meeting. The Board may also elect to defer consideration of the Agreement to the following meeting when seventy two (72) hours have not passed between written notification of AEA ratification and the next Board meeting.

## **ARTICLE XIII – IMPASSE**

### **13.01 Fact-finding**

Should the AEA and the Board fail to reach agreement by June 30, either side may request, in writing, that all unresolved items be submitted to a fact-finder. This item does not apply to Section 13.07 In-Term Bargaining.

### **13.02 Appointment**

Within three (3) days of the notice to refer the unresolved issues to a fact-finder, the parties shall request from the American Arbitration Association (AAA) a list of five (5) names to serve as potential fact-finders. The parties shall meet within two (2) days of receipt of the list from AAA and strike names to select a fact-finder to hear the unresolved issues.

### **13.03 Procedures**

Within ten (10) work days of selection, the fact-finder shall conduct a hearing on all unresolved issues. The Fact-finder shall have the authority to request that both sides submit the unresolved issues prior to the hearing date. Unresolved issues are those proposals on the table at the time fact-finding is requested on which tentative agreement has not been reached.

Within ten (10) days of the final hearing day, the fact-finder shall submit a set of recommendations of the unresolved issues to both sides. The nature of these recommendations shall be advisory and not binding on either party.

### **13.04 Recommendations**

Within ten (10) days of the submission of the fact-finder's report, said recommendations shall be submitted to meetings of the membership of the Association and the Board, respectively, for acceptance or rejection. The report must be accepted or rejected in its entirety. If the membership of the AEA accepts the recommendations by a simple majority of those voting on the recommendations, the report shall be considered ratified

by the Association. If the membership of the Board accepts the recommendations, the report shall be considered ratified by the Board.

### **13.05 Mediation**

If either the AEA or the Board rejects the fact-finder's report, the rejection shall be considered a request for mediation. The rejecting party shall, within two (2) work days, contact the Federal Mediation and Conciliation Service (FMCS), request the services of a mediator, and shall notify the other party of the request in writing. The mediator shall be selected by FMCS. Members shall have the right to strike provided the contract has expired and no agreement has been reached and the Association has given a ten (10) day prior written notice of intent to strike to the Board and SERB as required by 4117.14 of the Ohio Revised Code.

### **13.06 Costs**

All costs incurred as a result of the use of a fact-finder and/or mediator shall be shared equally by the Association and the Board except that each shall be responsible for the costs of its own representation and presentations.

### **13.07 In-Term Bargaining**

Any negotiations required under this Agreement or otherwise by law are subject to the fact-finding procedures outlined in Article XIII of this Agreement. In the event either party invokes the provisions of Article XIII in an impasse involving bargaining an issue during the term of this Agreement, the fact-finding and mediation procedures in Article XIII shall apply to this in-term negotiations impasse except that the ten (10) day limits in Sections 13.03 and 13.04 will become five (5) day limits and the entire fact-finding mediation process shall not be extended beyond thirty (30) calendar days.

## **ARTICLE XIV – DURATION**

### **14.01 Reopening**

This Agreement may be reopened for negotiations at a time other than that provided in foregoing sections only upon the mutual agreement of the parties. Within sixty (60) days after the effective date of legislation or U.S. Supreme Court decisions which modify or have direct effect upon any portion of this Agreement, a meeting shall be held, upon request by either party, to determine whether or not the parties wish to reopen negotiations on the affected sections of the Agreement.

During the term of the agreement, should any other bargaining unit in the district receive any wage or benefit enhancements that exceed those contained in this agreement, the AEA bargaining unit shall receive such wages or benefits retroactive to the date of such wages or benefits went into effect.

#### **14.02 Effective Date**

The effective date of this Agreement shall be July 1, 2010, and it shall remain in force until June 30, 2012, except that it may be altered by the reopening of negotiations as provided herein.

#### **14.03 Initiation of Negotiations**

Negotiations for a new Agreement covering salaries, fringe benefits and working conditions shall be initiated by either party by providing written notice to the other party at any time after December 1, 2011 and prior to March 1, 2012, under the procedures set forth in Article XI hereof. By mutual agreement of the Superintendent and the President, negotiations for a successor Agreement may begin prior to December 1, 2011. Subsequent negotiations between the parties shall be conducted at such time or time as the parties may agree and under the procedures set forth in Article XI.

#### **14.04 Year-Round School**

Initiation of year-round school format in any school in which the length of the school year as defined in this Agreement is extended shall require the reopening of negotiations on items that concern wages, fringe benefits and on other items mutually agreed upon surrounding that year-round program.

Negotiations shall commence at least sixty (60) days prior to the implementation of the year-round program and shall be conducted under procedures set forth in Articles XI and XIII thereof.

#### **14.05 Ratification**

Any agreements reached between the parties under the terms hereof shall, upon ratification thereof as provided herein, become a part of this Agreement.

**PROFESSIONAL STAFF SALARY SCHEDULE 2010-2011 and 2011-1012 (Job Codes 006, 015, 016, 020, 024, 033, 125)**

<b>Step</b>	<b>Non-Degree</b>	<b>Bachelor</b>	<b>BA/150 or BA+12 GSH</b>	<b>BA+24 GSH</b>	<b>Master Degree</b>	<b>Master + CEU/GSH</b>	<b>Master + 18 GSH</b>	<b>Ph.D or Ed.D</b>
	P016	P010	P011	P012	P013	P017	P014	P015
0.0	28,727.26	34,378.37	35,588.16	36,032.32	37,425.69	38,298.55	39,171.41	40,779.28
0.5	29,345.73	35,082.80	36,353.76	36,721.26	38,267.96	39,117.79	39,967.62	41,667.63
1.0	29,816.72	35,848.40	37,043.05	37,486.87	39,202.02	40,006.12	40,809.89	42,525.02
1.5	30,317.26	36,491.63	37,747.45	38,191.29	40,028.80	40,909.58	41,790.01	43,443.96
2.0	30,582.32	37,272.70	38,543.67	38,941.77	40,932.61	41,774.54	42,616.83	44,286.23
2.5	31,127.23	38,022.84	39,293.81	39,737.97	41,881.81	42,685.91	43,489.69	45,128.15
3.0	31,479.94	38,773.32	40,028.80	40,457.86	42,815.87	43,581.82	44,347.43	46,169.83
3.5	31,863.61	39,615.59	40,855.95	41,284.64	43,688.73	44,546.47	45,403.86	47,119.01
4.0	32,290.58	40,442.37	41,698.22	42,065.73	44,791.59	45,633.86	46,475.79	48,145.20
4.5	32,849.92	41,284.64	42,586.22	42,969.18	45,832.58	46,659.71	47,486.51	49,155.93
5.0	33,291.69	42,065.73	43,413.37	43,765.40	46,843.28	47,670.45	48,497.23	50,181.77
5.5	33,718.65	43,015.26	44,286.23	44,730.05	47,884.62	48,757.48	49,630.36	51,177.03
6.0	34,378.05	43,995.03	45,128.15	45,664.47	49,018.06	49,837.30	50,656.55	52,371.68
6.5	34,712.89	44,837.30	46,108.29	46,491.25	50,120.58	50,947.38	51,774.18	53,443.60
7.0	35,132.29	45,801.97	46,981.15	47,455.92	51,177.03	52,049.89	52,922.77	54,637.90
7.5	35,559.28	46,690.32	47,961.28	48,344.25	52,386.82	53,244.56	54,101.95	55,817.08
8.0	36,089.40	47,639.84	48,880.22	49,247.72	53,596.59	54,423.37	55,250.54	56,858.39
8.5	36,531.15	48,650.22	49,906.07	50,350.23	54,806.36	55,663.75	56,521.49	58,129.38
9.0	37,178.84	49,707.00	50,916.79	51,360.95	56,016.12	56,927.15	57,838.53	59,461.53
9.5	37,679.74	50,702.28	51,866.31	52,386.82	57,271.62	58,129.38	58,986.77	60,655.85
10.0	38,165.51	51,774.18	53,045.49	53,443.60	58,558.08	59,430.94	60,303.80	62,003.48
10.5	38,622.04	52,861.57	54,117.42	54,546.11	59,905.71	60,717.39	61,529.05	63,305.38
11.0	39,269.73	53,948.96	55,173.85	55,648.63	61,360.25	62,133.76	62,906.93	64,698.74
11.5	39,755.85	54,990.28	56,306.98	56,735.67	62,738.82	63,565.62	64,392.43	66,030.91
12.0	40,271.18	56,215.19	57,378.90	57,960.93	64,086.11	65,326.83	65,740.06	67,394.01
15.5	43,895.36	61,274.66	62,543.21	63,177.49	69,854.13	71,206.22	71,656.58	73,459.38
16.0	44,298.25	61,836.74	63,116.99	63,757.10	70,494.92	71,859.41	72,313.89	74,133.19
19.5	44,499.73	62,117.61	63,403.70	64,046.93	70,815.34	72,186.00	72,642.89	74,470.44
20.0	44,700.83	62,398.81	63,690.76	64,336.74	71,135.73	72,512.61	72,971.55	74,807.35
23.5	44,902.28	62,680.03	63,977.48	64,626.54	71,456.15	72,839.20	73,300.21	75,144.26
24.0	45,103.76	62,960.91	64,264.54	64,916.35	71,776.57	73,165.79	73,628.86	75,481.17
26.5	45,304.85	63,242.13	64,551.25	65,205.82	72,096.96	73,492.72	73,957.52	75,818.08
27.0	45,506.31	63,523.00	64,838.32	65,495.62	72,417.38	73,819.31	74,286.18	76,155.33
29.5	45,707.79	63,804.20	65,125.03	65,785.45	72,737.78	74,145.90	74,614.84	76,492.23
30.0	45,909.23	64,085.42	65,412.10	66,075.26	73,058.17	74,472.51	74,943.49	76,829.14

\*Graduate Semester Hours (GSH) must be earned following the date upon which the degree was conferred

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
AKRON CITY SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
AKRON EDUCATION ASSOCIATION

**RACE TO THE TOP**

The Akron City School District Board of Education ("Board") and the Akron Education Association ("AEA") are committed to providing quality educational opportunities to all students in the Akron Public Schools. The parties commit to collaborating in the Ohio Department of Education Race to the Top (RttT) grant to develop and pilot new and innovative programming that will support classroom teachers and enhance student learning.

The following is agreed to by the parties:

- All provisions of the current Collective Bargaining Agreement (CBA) between AEA and the Board and any existing agreements between the AEA and the Board in the form of MOUs shall remain in full force and effect.
- The Board and AEA recognize that many of the required and Assurance Areas in the RttT grant impact either current CBA language or other terms and conditions of employment not presently in the CBA, but which under Ohio law are mandatory subjects of bargaining. The Board and AEA agree to address those areas collaboratively through mutual agreement and to collectively bargain all changes in terms and conditions of employment.
- A Transformation Team shall oversee all aspects of the RttT and shall include six (6) members appointed by the Superintendent and six (6) members appointed by the President. The Board and AEA will work collaboratively to develop a Final Scope of Work, which shall be submitted to the Ohio Department of Education on or before October 22, 2010. The Final Scope of Work will include the specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures consistent with the Preliminary Scope of Work attached to the Race to the Top MOU. The parties agree that the Superintendent, Board of Education President, and the AEA President, at minimum, shall be signatories to the Final Scope of Work submission to the Ohio Department of Education and all subsequent related submissions.
- AEA may request release of the teacher members of the Transformation Team for a maximum of the equivalent of three (3) days per teacher during the planning year.

- The Board and AEA shall address RttT Assurance Areas by developing and signing memoranda of understanding for those areas that impact existing CBA language and other terms and conditions of employment which are mandatory subjects of bargaining under O.R.C. 4117, including, but not limited to, RttT Assurance Area D, "Great Teachers and Leaders." All MOUs related to RttT shall expire at the conclusion of the RttT funding period unless otherwise agreed to by the Board and AEA.
- The Transformation Team shall work collaboratively in deciding policy and fiscal matters related to the RttT.
- In order to assist the parties with the implementation and administration of the RttT program, the AEA agrees to perform the following services:
  1. Provide leadership for design, communication, and implementation of the RttT plan.
  2. Assist with the design and delivery of staff professional development.
  3. Co-lead Administrative policy, guidelines, and contractual reviews for potential modifications.
  4. Provide certain RttT communication support and PD supplies/materials.
  5. Attend RttT meetings and conferences.
  6. Assist with RttT accountability measures, including program evaluation and RttT reporting requirements.
  7. Other related duties to support the implementation of RttT.

In exchange for the above services and activities, the Board agrees to pay an annual lump sum payment to the AEA in the amount of Fifty Thousand Dollars (\$50,000.00) to be paid in January, beginning in January, 2011, and continuing each year that the RttT grant is active.

- The Board and the AEA affirm that the opportunity to succeed in RttT initiatives and to accelerate student learning is enhanced by maintaining safe and orderly learning environments.

- Either party upon sixty (60) day notice to the other party may terminate this MOU. Neither party may bring any legal claim under O.R.C. 4417, the grievance process, or any other form of legal claim as a result of the other party terminating this MOU.

FOR THE BOARD:

FOR THE AEA:

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Date

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Date