

October/November, 2019

Akron Education Association  
681 North Main Street, Akron, Ohio 44310-3016  
Phone: (330) 434-2181 Fax: (330) 434-6826  
www.akronteach.org

# AEA *briefs*

THE AKRON EDUCATION ASSOCIATION IS A UNION OF PROFESSIONAL EDUCATORS ADVOCATING FOR SHARED LEADERSHIP AND QUALITY PUBLIC SCHOOLS. WE ARE COMMITTED TO USING OUR VOICES TO MAKE EDUCATING ALL CHILDREN A PUBLIC POLICY PRIORITY. OUR BELIEF IS TO PUT CHILDREN AT THE CENTER OF EDUCATION. WE ENDEAVOR TO WORK TOGETHER WITH PARENTS, FAMILIES AND COMMUNITY TO ACHIEVE OUR GOALS AND SUPPORT SUCCESSFUL EDUCATION.

*Dear Colleagues,*

*As we head into the holiday season, I would like to say how thankful I am for the opportunities I have been given to represent all of you each day. While every one of our jobs can be stressful and challenging, we should each take a moment to reflect on the blessings we receive from families, friends and colleagues. I am grateful for all of you and the fine work you do with your students. Please know that the AEA family recognizes your daily contributions to the success of Akron Public Schools.*

*As we enter November without a new contract, I would like to remind you that we are still working under the 2016-2019 Collective Bargaining Agreement. AEA and the Board both presented proposals to a Fact-Finder on 10/22/19 and 10/23/19. The process both parties will take to a successor agreement is outlined in the following pages. We continue to hope that, in the future, the Board will come to the realization that the utilization of a neutral mediator to oversee the negotiations process would certainly lead to a much less contentious and more successful road to contract agreements. Past history has certainly proven the benefits of such a process.*

*We have been actively attempting to engage the Administration in a bid towards resolving many of the questions and concerns our members are presenting. The response from the Administration to many of these concerns has been halfhearted at best. While some of the more minor items have eventually been addressed and corrected, most of the major issues appear to have, unfortunately, fallen on deaf ears. It continues to be our hope that the Administration at some point will engage in authentic, collaborative discussions in an attempt to improve the working and learning environment within our buildings.*

*As always, we will keep you updated and informed through communication with your Building Representatives, AEA publications and through any request for personal communication directly from you.*

*Again, may you and your families be blessed with a wonderful and relaxing holiday season. Take care.*



***Pat***

*Pat Shipe, President  
Akron Education Association*



# Your Union At Work For You



## CONTRACT NEGOTIATIONS The Fact-Finding Process

On 10/22/19 and 10/23/19, AEA and the Board presented oral arguments on all unresolved contract proposals before Arbitrator David Millstone. The following pages contain updates regarding issues which were resolved and the process to be followed moving forward.

### **Prior to the hearing, both parties reached agreement on the following issues;**

◆ **2.01 - Job Code Numbers.**

Housekeeping item to update certain job code numbers.

◆ **2.02 - Changes/Additions in Job Code Numbers.**

Association proposal. Requires HR to send written notification of any changes or additions to job code numbers to AEA within seven (7) workdays after such changes or additions are made.

◆ **3.18.B - Staff and Other Meetings/Open House and Conferences**

Association proposal. Clarifies the inclusion of Hearing Handicapped Interpreters to language in this section.

◆ **3.18.C - Staff and Other Meetings/Inservice**

Defines after school professional staff development training as “blocks of two (2) hours in length and starting not later than 4:00 p.m. and concluding not later than 6:00 p.m.”

◆ **4.07.C - Absence Covered by Sick Days/Use**

Association proposal. Adds language which reads, “In the event of childbirth, the non-birth parent may use ten (10) days of sick leave.”

◆ **4.09.D - Justifiable Absence/Obligations**

Association proposal. Previous language allowed for the use of a justifiable absence day for “a member of the immediate family departing for service outside the continental United States or returning from such service.” New language allows for justifiable absence when, “A member of the immediate family in the armed forces, National Guard, the Defense Corps, the Naval Militia, or other reserve components of the armed forces of United States being mobilized or deployed from their home base for a State, National Emergency, or any type of contingency of national protection or war.”

◆ **4.10 - Leave of Absence**

Housekeeping item to update leave return dates to align with transfer dates.

◆ **7.07 - Agency Fees**

Elimination of section to align with Federal Law.

◆ **9.02 - Wellness Plan**

Housekeeping item to eliminate outdated language.

◆ **9.09 - Severance Pay**

Housekeeping item to eliminate outdated language.



# Your Union At Work For You



## CONTRACT NEGOTIATIONS The Fact-Finding Process

### During the hearing, both parties reached agreement on the following issues:

◆ **3.05.A - Member Work Load—Association Proposal**

Added language which reads, “**One adult shall be scheduled to the school cafeteria per each entire student lunch period at a rate of one (1) adult for every one hundred (100) students scheduled for the lunch period.**” This was an AEA Proposal which addressed student and staff safety during overcrowded lunch periods.

◆ **3.05.S - Member Work Load/School Improvement Plans**

Defines the membership of SIP Teams to read, “**Membership on the SIP team is voluntary. In elementary schools, the team shall consist of up to two (2) building administrators, one (1) instructional coach, and members from each grade level. In the secondary schools, the team shall consist of two (2) building administrators, one (1) instructional coach, a counselor, and at least six (6) teachers.**”

◆ **3.11 - Reassignment and Transfer**

The current transfer process remains intact, with no changes to contractual language. The parties agreed to form a joint committee to study the transfer process with the goal “**to make recommendations on changes to the 2020 winter/spring transfer process designed to improve the District. Recommendations of the committee will be issued to the parties on or before December 1, 2019.**” No recommendations may be adopted unless there is agreement by both parties.

◆ **8.04 - Substitute Teacher**

Substitute teachers will retain their right to accumulate and use sick days under current contractual language. The Board will continue to tender one-year limited contracts under the provisions of **Ohio Revised Code 3319.10.**

◆ **8.22 - Elementary Classroom Supply Allowance**

The Board will increase the elementary classroom supply allowance “**to \$170 to be paid in the form of a salary stipend,**” for the purchase of classroom teaching supplies. There is now no requirement for obtaining a purchase order or to submit receipts for purchases made. \***This process will begin at the start of the 2020/2021 school year.**

### The Fact Finder will make advisory recommendations on the following proposals:

◆ **3.01.E - Immediate Family: Death**

For death of “other relative” the Board wishes to eliminate the language, “and in-laws other than those described in the preceding paragraph.”

◆ **3.04.A - Work Day: Lunch Period**

The Board wishes to add language which would eliminate the secondary lunch period and guarantee the length of the lunch period across the district as **not exceeding thirty (30) minutes.**

◆ **3.04.B - Work Day: Elementary-Secondary-Counselors**

The Board wishes to add an additional 15 minutes of uncompensated time to the elementary teacher work day.

◆ **3.42 - Drug/Alcohol Testing**

The Board proposes to add language which would permit the Administration, at their sole discretion, random drug/alcohol testing of members who have tested positive for drugs/alcohol. Current testing requires recommendations from medical professionals through the Employee Assistance Program.

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◆ **6.05 - Physical and Occupational Therapists**

After the Board terminated all PT/OT Assistants in 2018 without required negotiations as to the effect on contractual language, the Association is proposing language which would require the district to hire additional OT/PT personnel should the caseloads of the existing members exceed State Standards.

◆ **8.01.B - Salary Schedule and Index**

Both parties presented salary proposals and were unable to come to terms.

◆ **8.03 - Counselor, Librarian and Psychologist**

Association proposal to add Technology Training Specialist to 1.10 ratio positions based on the required work schedule of members in that job code.

◆ **8.12 - Tutors**

The Board proposes to reduce tutor planning periods to 30 minutes.

◆ **9.01 - Medical Insurance and Appendix A**

Joint proposal regarding changes to employee contributions towards medical insurance costs.

◆ **14.02 - Effective Date**

The Board proposes a two year contract agreement. AEA is requesting a three year agreement.

Following is a timeline for the next steps in the impasse and fact-finding process.

1. Both parties will receive a transcript of the hearing and must submit post-hearing briefs by December 6, 2019. The Association is currently preparing the briefs for submission to the fact-finder.
2. The fact-finder will submit his *advisory* recommendations to both sides by January 6, 2020.
3. Within ten (10) days of receipt of the *advisory* report from the fact-finder, both parties will vote to accept or reject the fact-finder's recommendations. The Association will schedule a general membership meeting with its members at which time the AEA Negotiating Team will explain the report and the AEA Board of Trustees will make a recommendation to either accept or reject the report. If both sides accept the report, the contract is considered ratified. If one or both sides reject the report, the rejection is considered an automatic request for mediation before a federal mediator.
4. **A vote by AEA members to reject the fact finder's report constitutes authorization for the Negotiating Team to call a strike after issuing the ten day strike notification to the Board, as is required by law. However, neither a notice of intent to strike nor a strike action is permissible until efforts to resolve the dispute through mediation have taken place. There is no prescribed length of time that mediation must continue before a notice is issued.**

Should you have any questions regarding the proposals listed above, please see your AEA Building Representative or call this office at (330) 434-2181.

### **UNRESTRICTED ABSENCE (SECTION 4.09.E)**

At this time of the year, it is recommended that members finalize their plans for the use of their unrestricted personal and bonus days. Please review the language in 4.09.E (listed below) and submit your requested dates so that you are ensured the use of these days, as approval is granted on a first come first served basis.

**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.



# Your Union At Work For You



## I-READY

There have been some questions regarding the implementation and use of the I-Ready program at some of our elementary buildings.

The Administration states that the expectation is that every student is required to spend a minimum of 45-minutes/week using the program.

Data collected and tracked by the program may be, but is not required to be, used at PLC meetings should that be something that your PLC group wishes to track.

Should you have any questions or concerns regarding this information, please see your AEA Building Representative.

## EXPERIENTIAL DAYS - FIELD TRIPS

Concerns have been raised by teachers regarding the district requirement that all students participate in Experiential Field Trips, regardless of whether or not the student has met behavior expectations.

In the past, buildings have set up their own criteria and guidelines for participation in field trips. In addition, buildings staffs ensured that there were adequate adult/student ratios to safeguard both students and staff while outside of the school environment.

While there is an understanding that all students may benefit from participation in these events, the reality is that enormous safety concerns must be considered should the district adopt a policy of 100% student participation without first considering the ramifications of those actions.

The Administration has agreed to take a second look at this policy and clarify its position in the near future. We will update you as soon as information is available.

## INCIDENT STATEMENTS

Because of the increasing occurrences of student and parent allegations against AEA members, it continues to be the Association's recommendation that all members consult with their AEA Building Representative or call this office **PRIOR** to providing a statement to the Administration.

While we in no way wish to discourage members from assisting with investigations regarding any possible claims a student or parent may allege, we must ensure that the proper procedures and due process rights of members are being followed.

Should you have any questions or concerns, please see your AEA Building Representative or call this office at (330) 434-2181 **PRIOR** to providing statements.

## SIP TEAMS - 90-DAY PLANS

We would again like to remind everyone that SIP Teams may not incorporate anything into the building's 90-day plans which would conflict with the terms and conditions outlined in the Collective Bargaining Agreement. Even if voted on by the SIP Team, plans may not violate the rights of members under the Agreement.

Should you believe that initiatives being implemented at your building may violate workplace terms and conditions, please see your AEA Building Representative, or call this office. (330) 434-2181.



# Legislative Update



## OHIO HOUSE BILL 318

### POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS (PBIS)

There has been some confusion regarding the implications of Ohio House Bill 318 regarding the suspension of students in PK-3. Please be aware of the following;

Schools will be required to reduce the overall number of reported suspensions for minor offenses (in EMIS) for grades PK-3, using the 2018/2019 school year as a base line, according to the following schedule: 2018-2019/0% reduction, 2020-2021/25% reduction, 2021-2022/50% reduction and 2022-2023/100% reduction.

For the 2021-2022 school year and each year thereafter, all out-of-school suspensions and expulsions of students in grades PK-3 must be for the following limited offenses only. 1) Bringing a firearm to school or onto any other district property, 2) Bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not on the district's property, 3) Bringing a knife to a school capable of causing \*serious physical harm to persons or \*\*serious physical harm to property, at an interscholastic competition, an extracurricular event, or any other school program or activity, which the firearm or knife was initially brought onto school property by another person, 4) Committing an act that is a criminal offense when committed by an adult and that results in serious physical harm to persons or property while the student is at school, on other district property, or at an interscholastic competition, an extracurricular event, or any other school program or activity, and 5) Making a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.

\*Serious physical harm to persons is defined in ORC 2901(A)(5) as:

- (a) Any mental illness or condition of such gravity as would normally require hospitalization or prolonged psychiatric treatment;
- (b) Any physical harm that carries a substantial risk of death;
- (c) Any physical harm that involves some permanent incapacity, whether partial or total, or that involves some temporary, substantial incapacity;
- (d) Any physical harm that involves some permanent disfigurement or that involves some temporary, serious disfigurement;
- (e) Any physical harm that involves acute pain of such duration as to result in substantial suffering or that involves any degree of prolonged or intractable pain;

\*\*Serious physical harm to property is defined in ORC 2901(A)(6) as:

- (a) Results in substantial loss to the value of the property or requires a substantial amount of time, effort, or money to repair or replace;
- (b) Temporarily prevents the use or enjoyment of the property or substantially interferes with its use or enjoyment for an extended period of time;

**It is important to note; ORC 3313.668(B)(4) states, “Nothing in division (B) of this section shall be construed to limit the authority of a school district or school to issue an in-school suspension to a student in any grades pre-kindergarten through three, provided that the in-school suspension is served in a supervised learning environment in accordance with divisions (A)(2) and (K)(2) of section 3313.66 of the Revised Code.**

**PLEASE NOTE: You must keep in mind that there may be additional requirements, under the Individuals with Disabilities Education Act (IDEA), codified in Ohio law at ORC 3323.02, related to suspensions and expulsions for children with disabilities. The requirement to provide a free appropriate public education (FAPE) under IDEA applies to all children with disabilities ages of 3-21, including children with disabilities who have been suspended or expelled from school.**

The Association believe that it is extremely important for members to begin familiarizing yourself with the law surrounding the issue of PK-3 suspensions. The Association will be sending out further information as this issue impacts classroom behaviors in the future.





# GOOD NEWS FROM AROUND THE DISTRICT



## FIRST ENERGY ACADEMY OF EMERGING TECHNOLOGY AND DESIGN KENMORE-GARFIELD CLC



Thank you to the United Way of Summit County for contributing to the new collaboration between APS and Akron Public Schools to give our students the opportunity to learn hands-on from local businesses.

On October 11, President and CEO Charles Jones announced that FirstEnergy will become a named integrated partner in the College & Career Academies of Akron at Kenmore-Garfield High School.

FirstEnergy will offer instructional support and real-world learning opportunities in areas of business management, energy and environmental protection, information technology, and more. **The academy will be named the First Energy Academy of Emerging Technology and Design.**

## KEY BANK ACADEMY OF BUSINESS AND HEALTH SERVICES EAST CLC

The financial learning lab at East CLC is up and running. Students are now exposed to real-world financial tools and technologies, just like those they will find as adults working with banks and other financial service providers.

The lab includes tellers, loan officers and stock simulation stations. Students will be able to experience earning and managing KeyCash, a program developed by a team of APS teachers and administrators with the advice and guidance of KeyBank staff.

Students in the Key Bank Academy of Business and Health Services receive KeyCash for earning good grades or demonstrating positive behaviors and good citizenship. Students will be able to use their "Dragon Dollars," as students like to call the money, to purchase items in the school store or to purchase experiences such as tickets to football games or prom. In addition, students will use their Financial Services Lab bank account to save their money and pay for purchases at a later date.



## AEA Strides Walk

### Another Successful Campaign

Thanks go out to all those who participated in the American Cancer Society's Strides Walk. Over \$100,000 was turned in by AEA members on the day of the event, with thousands of additional dollars still being turned in. A complete total should be available some time in March. Many thanks go out to AEA's Mikelann Adams for her many years of heading up this great cause.

# *AEA CHILDRENS' CHRISTMAS PARTY*

## *COME TO THE 3RD ANNUAL REINDEER GAMES!*

*SATURDAY, DECEMBER 14, 2019  
HYRE CLC  
2385 WEDGEWOOD DRIVE  
AKRON, OHIO  
10:00 am - 12:00 pm*

*Pictures with Santa  
Goody Bags  
Holiday Games with Prizes  
Balloon Hats  
Face Painting  
Letters to Santa  
Picture Taking Station  
Much, much more! Lots of FUN!*

*All AEA Families are Invited to Share in the Fun!  
Please Register with AEA (330) 434-2181 if you are  
interested in Participating in the*

## *HOLIDAY REINDEER GAMES!*

