

# **NEGOTIATED AGREEMENT**



**between the**

**ALLIANCE EDUCATION ASSOCIATION**

**and the**

**ALLIANCE CITY BOARD OF EDUCATION**

**July 1, 2009 - June 30, 2012**

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# **ARTICLE I - RECOGNITION AND NEGOTIATIONS PROCEDURES**

## **A. Recognition**

1. The Alliance City Board of Education hereinafter referred to as the “Board,” hereby recognizes the Alliance Education Association, an affiliate of the National Education Association and the Ohio Education Association, herein referred to as the “Association,” as the sole and exclusive bargaining agent for all certificated personnel employed under a teaching contract in the District hereinafter referred to as “teachers” in the District. Administrators, supervisory staff, substitute teachers, summer school teachers, adult education teachers, tutors, and hourly personnel are specifically excluded from the bargaining unit. “Supervisory staff” are those individuals as defined in 4117.01(F). “Supervisor” means any individual who has the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action.

Nothing contained herein shall abridge the right of an individual teacher, or groups of teachers, to present their views and recommendations to the Board of Education regarding any subject.

2. **Challenge Procedures**

Any challenge to the recognized Association as defined in this Agreement shall be in accordance with the appropriate provisions of Sections 4117 ORC.

## **B. Negotiating Procedures**

1. **Requests for Negotiations**

If either of the parties desires to negotiate items which are proper subjects for negotiation, it shall notify the other party in writing after January 15th and no later than sixty (60) days prior to the expiration date of the Agreement.

Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the President of the Association.

A copy of the request for negotiations shall be forwarded to the State Employment Relations Board (SERB) along with a Notice to Negotiate as require by the rules and regulations of SERB.

On the tenth (10<sup>th</sup>) day, or an agreed date after the issuance of such notice, the parties will meet and exchange a list of items in writing, separated economic and non-economic issues, and thereafter additional items shall not be submitted by either party unless the other party consents.

Within five (5) days after receipt of the list of items separated economic and non-economic, the Association shall submit in writing its complete non-economic proposal.

Within ten (10) days after receipt of the non-economic proposals, or at the next regularly scheduled meeting, whichever occurs first, the Board shall respond to the proposal and present its complete non-economic proposal.

Within twenty (20) days after receipt of the initial non-economic proposals, the Board shall submit its economic proposals.

Within ten (10) days after receipt of the economic proposals, or at the next regularly scheduled meeting, which ever occurs first, the Association shall respond to the economic proposals presented and submit its complete economic proposals.

## 2. Scope of Bargaining

All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement are subject to collective bargaining between the parties.

## 3. Negotiation Meetings

- a. Time and date of negotiation meetings shall be mutually agreed upon and, until negotiations are concluded, either party may require at each meeting a decision on the date and time of a subsequent meeting. All meetings shall be scheduled during the hours of 8:00 a.m. and 6:30 p.m., Monday to Friday, unless agreed otherwise.
- b. Meetings shall be at reasonable intervals and time to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
- c. Either party may recess for caucuses of reasonable length at any time.

- d. Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both sides shall thereupon agree to the time for the next negotiating session.
- e. "Days" shall mean teacher workdays for the entire article.
- f. Negotiating meetings between the two negotiating teams shall be closed to the public and press.

4. Representation

Representation at negotiation meetings shall be limited to five (5) representatives of the Board, of which at least four (4) shall be Board members and/or employees of the Board of Education, and five (5) representatives of the Association, of which at least four (4) shall be members of the bargaining unit of the Alliance City Schools. All negotiations shall be conducted exclusively between said teams. Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, sanction, reprisal or recrimination.

5. Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue under negotiation and not privileged by law. The expense of providing such information shall be borne by the party requesting it and such party shall initial for receipt of the requested items.

6. News Releases

Periodic progress reports may be issued during negotiations by either party to the public, teachers, administrators and members of the Board of Education.

7. Agreement

Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement, and either party may revise an initialed agreement until all items have been agreed to by the respective negotiating teams.

Tentative agreement reached through negotiation shall be reduced to writing and submitted to the Association, for approval by secret ballot. Upon approval by the Association, the agreement shall be submitted to the Board for approval at the next regularly scheduled meeting, or at a special meeting set within two (2) weeks of ratification, whichever is later. If approved, the agreement shall then be signed on behalf of both parties.

8. Dispute Resolution

If agreement is not reached thirty (30) days prior to the expiration of the Agreement, either party or the parties jointly may request a fact-finding panel composed of three (3) persons. The Board and the Association will each appoint a representative. The Chairperson shall be selected from a panel provided by the American Arbitration Association in accordance with its rules.

The cost of each party's representative shall be borne by the respective party. The cost for the services of the Chairperson shall be divided equally between the parties.

The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations to both parties no later than fourteen (14) days after its appointment unless there is a mutually agreed upon extension.

Not later than seven (7) days after the findings are received, the Board and the Association by a three-fifths (3/5) vote of their respective total memberships may reject the recommendations. If neither rejects, the recommendations shall be binding on both parties.

If agreement is not reached, the Association shall have the right to implement ORC 4117.14, Section D2.

**ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association shall have the following sole and exclusive organizational rights:
1. Have use of school buildings under the same terms and conditions as any school organization.
  2. Be permitted to transact official Association business on school property before school, during lunch periods and after school provided such business shall not in any way interfere or interrupt

instructional programs and/or assigned duties of members of the bargaining unit. All business must be conducted by duly authorized representatives of the Association.

3. Have use of bulletin boards in the faculty lounge.
4. Have use of staff mailboxes for Association communications.
5. Have use of inter-school mail for Association communications.
6. Be entitled to, upon request of the Association President, a copy of the Alliance Board of Education agenda, minutes, financial data and one set of updated Board policies.
7. Be granted ten (10) teacher days, however, the number of days will be increased based upon mutual agreement between the Superintendent and the Association President, excused with pay and fringe benefits for Association business. The Association shall reimburse the Board of Education for the full cost of substitute teachers. Requests for these meetings shall be submitted in writing to the Superintendent of Schools five (5) days prior to the meeting, and be limited to full day blocks of time.
8. Be entitled to payroll deductions for OEA FCPE contributions upon a member's written authorization.
9. Abuse of any of these rights may result in withdrawal by the Superintendent.

**B.** The Association will be entitled to payroll deduction of Alliance Education Association and affiliate dues.

**C. Grants/Waivers**

In the event, the District, individual schools, or individual departments obtain grants or waivers that affect working conditions or items in the Negotiated Agreement, the Association shall be informed of such grants or waivers. If AEA support or signature is required for a grant or waiver submission, the AEA will be given a minimum of ten (10) days notice and a draft of the submission before the document is submitted. The Superintendent will, upon request, meet with the Association to discuss the effect such grants or waivers have upon working conditions or items in the Negotiated Agreement.



**D. Representation Rights**

For any meeting with an employee which involves investigation of employee conduct or imposition of discipline, the President or another available officer of the Association will be released from duty, with pay, if representation by the Association is requested by the employee.

**ARTICLE III - EVALUATION**

- A.** Evaluations shall be done according to Ohio Revised Code 3319.111.
- B.** An electronic copy of the evaluation procedure and ORC 3319.111 shall be posted on the Alliance City Schools' website by October 1<sup>st</sup>.
- C.** All formal classroom observations shall be openly conducted with the full knowledge of the teacher. One formal classroom observation shall occur with at least twelve (12) hours advance notice to the teacher.
- D.** Nothing in this Article shall deny any teacher any of the rights or remedies available under Ohio Revised Code 3319.11 or 3319.111 regarding, but not limited to, the Board's duty to give notification to the individual being non-renewed on or before April 30<sup>th</sup>. The teacher shall have the right to request one additional observation conducted by another administrator if the teacher's rating is "needs improvement".
- E.** Teachers who believe they are eligible for Continuing Contract status must notify the Superintendent's Office in writing no later than September 15<sup>th</sup> of the school year in which they request to be evaluated for Continuing Contract status. To be considered eligible for evaluation for Continuing Contract status, the teacher must have on file in the Superintendent's Office the appropriate teacher licensure and official transcripts no later than September 15<sup>th</sup> of the school year in which they request evaluation for the Continuing Contract status.
- F. Mentor/Entry Year Committee**
- a. The composition will consist of two (2) teachers appointed by the Association President and two (2) administrators/designees appointed by the Superintendent.
- b. The function(s) of this committee will be to implement, and revise the Mentor/Entry Year Program as mandated by law by July 1, 2000. The entry year committee will provide a list of all teachers who are trained to be mentors to the Superintendent and Association President no later than June 1<sup>st</sup> of each year. Revisions to such list

shall be provided to the Superintendent and Association President no later than September 1<sup>st</sup> of each year.

- c. Mentors will receive an appropriate supplemental stipend for duties performed in addition to their regular teaching assignment. Entry Year teachers required to attend District meetings outside the school day shall be paid \$20.00/hr. A mentor shall be reviewed in performance of their duties as a mentor. Such review shall not be part of the mentor's or entry year teacher's review, as referenced in Article III A-D.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **A. Grievance Defined**

A "grievance" is a complaint by a teacher, groups of teachers, or the Association involving the violation, misinterpretation or misapplication of any of the provisions of this Agreement.

- B. All grievances shall be filed at the "lowest possible level." The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- C. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers or employees of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

### **D. Party In Interest**

The lodging of any grievance shall be the exclusive right of the grievant.

The grievance procedure begins with the grievant and may move up through the various levels of Administration. Beginning at Step One, the grievant may request representation by the Association.

- E. "Days" shall mean workdays throughout this Article.

### **F. Procedure**

#### Informal

Within thirty (30) days of the time a grievance arises, the grievant will present the grievance to his/her Immediate Supervisor during nonteaching hours. Within five (5) days after presentation of the grievance, the Immediate Supervisor shall give his/her answer orally to the grievant.

### Step One

- a. Within five (5) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the Immediate Supervisor on the form provided.
- b. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to have been violated, shall state the contention of the grievant with respect to these provisions, and shall indicate the specific relief requested.
- c. Within five (5) days after receiving the grievance, the Immediate Supervisor shall communicate his/her answer in writing to the grievant.

### Step Two

- a. Within ten (10) days after receiving the decision of the Immediate Supervisor, an appeal from the decision may be made to the Superintendent. It shall be in writing and accompanied by a copy of the decision at Step One.
- b. No later than ten (10) days after receiving the appeal, the Superintendent shall investigate the grievance and give a written response to the grievant and the Association President.

### Step Three

If the grievant is not satisfied with the disposition at Step Two and wishes to proceed with his/her grievance, he/she may secure approval of the Association's Grievance Committee to appeal to arbitration. Within five (5) days of the receipt of the written decision at Step Two, the Association may request that the grievance shall be referred to a disinterested third party for arbitration. Such request shall be in writing. Not later than ten (10) days after such notice is given, representatives of the Board and of the Association shall meet to select the third party; if unable to agree, either party or the parties

jointly shall petition in writing the Federal Mediation and Conciliation Service to provide a list of seven (7) names. An arbitrator shall be selected in accordance with FMCS rules. The person so selected shall hold the necessary hearings promptly and issue his/her findings and recommendations in writing. Decisions of the arbitrator shall be binding on both parties.

The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio unless provided to the contrary by ORC 4117.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, including ORC 4117.08, and rules and regulations having the force and effect of law, except where limited or restricted by the terms of this Agreement.

The cost for arbitration shall be paid by the loser.

## **G. Time Limits**

1. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved at the previous step.
2. If the grievance procedure is initiated near the end of the school year, the number of days in the grievance steps may be reduced by mutual agreement.
3. A grievance may be withdrawn by the grievant at any step without prejudice.
4. Before a grievance is taken to arbitration, the Association has the option of withdrawing its support and the grievance procedure stops.

## ARTICLE V - INSURANCE

- A. Certificated personnel who work less than a full-time assignment may participate in the group insurance plans described in this Article, if they participate in the group insurance plans described in this Article, if they meet all other plan requirements and if they pay a portion of the cost thereof equal to the difference between the percentage of a full-time assignment actually performed by them and one hundred percent (100%) of a full-time assignment. For example, a person working fifty percent (50%) of a full-time assignment must contribute 50% of the cost of the insurance plan.

Three and three-quarter hours (3 3/4) per day shall be considered fifty percent of a full-time assignment.

### **B. Hospitalization/Surgical and Major Medical Insurance**

The Board of Education shall purchase from a carrier licensed by the State of Ohio, hospitalization/surgical and major medical insurance coverage and pay the premiums according to the following schedule:

Employees choosing single coverage will each pay \$10.00 per month through June 30, 2007.

90% for Single Policy Holders

90% for Family Policy Holders

If both husband and wife work in the district and have no dependents only two single plans (health, dental, vision) will be provided. If the employees have dependents, only one family plan (health, dental, vision) will be provided.

In any month where the District receives a premium holiday, the employee shall receive a premium holiday unless agreed upon by the Superintendent and the Association President.

Hospital/Surgical Insurance Coverage as follows:

### **Stark County Schools Council**

1. The Board of Education shall provide the health care benefits contained herein by participating in the Health Benefits Program of Stark County Schools Council of Governments, provided, however, that insurance benefits and services provided under this Collective Bargaining Agreement shall not be less than those to which

bargaining unit members were entitled to on July 1, 1994 with the modifications contained in this Article.

2. Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County School Council of Governments or any participating member thereof, participating in the Health Care Benefits program of the Stark County Schools Council of Governments, shall not be reduced, modified or eliminate during the term of the Collective Bargaining Agreement without the written approval of the Association.
3. Amounts required under this Collective Bargaining Agreement to be contributed by the employees for the cost of health insurance shall be determined by the Board of Education as a percentage to the Board's total annual program cost under the agreement regarding the Health Benefits Program of the Stark County Schools Council (Program Agreement). Amount so contributed by employees shall be deposited by the Board of Education, together with its contribution for such program costs, in the Operating Fund under the Program Agreement. Any amounts on deposit or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this collective bargaining agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any contributing employee whose employment ceases during the fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.
4. The Stark County Schools Council has made the following changes in the "Agreement regarding health benefits programs".
  - a. Page 3: "Reserve Amount" means the amount which each participating member must appropriate so as to have available monies no less than twenty percent (20%) nor more than thirty percent (30%) of claims paid for the preceding twelve (12) month period that would not be covered by aggregate stop-loss insurance coverage.

However, the "Reserve Amount" may deviate from the above listed percentages upon written mutual agreement of the Stark County Superintendent and Consultant representative of the Five County UniServ Office.

- b. Page 10, Section 8, Sixth Line: Add “aggregate” to Stop-Loss Insurance Coverage.
5. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.
  6. If agreement is reached by the County COG and the UniServ Office on common specifications, not already contained in this Contract, for the COG member districts, such specifications will become amendments to this Contract upon agreement of the Association President and the Superintendent.
  7. Tax sheltering the individual’s contribution for health costs shall be implemented, under IRS Section 125.
  8. The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:
    - a. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
    - b. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
    - c. The deductible will be waived.
    - d. The list of covered expenses shall be agreed upon by the Stark County Office and a Consultant representative of the Five County UniServ Office.
    - e. The duration for this provision shall be from July, 1994 and thereafter as agreed to by the representatives of the Stark County Council of Governments and Consultant representative of the Five County UniServ Office.
  9. The deductible, co-insurance and yearly maximum shall apply to hospitalization/surgical/major medical combined.

## 10. Specifications

Maximum Benefits	Unlimited
Deductible	\$100 Individual/\$200 Family
Accumulation Period	Calendar Year
Co-Insurance Provision:	80% by the insurance carrier and 20% By the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members.  After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
OutPatient Psychiatric	80% to \$1,000 per person, per year.
OutPatient Substance Abuse	80% to \$1,000 per person, per year.
InPatient Psychiatric/ Substance Abuse	31 days per person, per year.

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

## 11. Dependents

Unmarried dependent children from birth to age 19 [to age 26 if full-time student], provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

## 12. Pre-Admission Certification

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





c. *Class III – Major	60% UCR
d. Class IV – Orthodontia	60% UCR
Lifetime Maximum for Orthodontia	\$1,000

\*When Class III Major increases to 80% and lifetime maximum for Orthodontia increases to \$1,200, it will be effective in this Contract the date agreed upon by the OEA Consultant and the COG.

**D. Life Insurance**

The Alliance Board of Education will provide a \$45,000 term life insurance policy for all full-time certificated employees in the Alliance City Schools. The employee may purchase an additional \$10,000 or \$20,000 at the group rate. The benefit reduces 50% at age 70 and another 50% at age 75. The total annual premium will be paid by the Board of Education.

**E. Enrollment**

In order to be entitled to participate in insurance plans under this Article, the employee must submit the appropriate application, specifying his/her intent to enroll in single or family coverage, in the manner and within the time limits prescribed by the Board.

An employee whose contract is nonrenewed or who resigns at the end of the school year will receive insurance coverage through June, July, and August.

After a new employee makes his/her insurance elections, the Treasurer's Office will send the employee a confirming notice indicating which coverage(s) have been elected or that no coverage has been elected.

**F. Medical Information**

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

**G. Early Retirement Incentive**

Health insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS/SERS/PERS providing the participant pays one hundred percent (100%) of the Board cost one (1) month in advance.

**H. Mail Order Prescription**

Upon agreement of the OEA Consultant representative of the Five County UniServ Office and COG representative, an optional mail order prescription program will be implemented.

**ARTICLE VI - LEAVES**

**A. Assault Leave**

1. An employee of Alliance City Schools who, without fault, must be absent due to physical disability resulting from an assault which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school sponsored function shall, after using all or three (3) days of accumulated and unused sick leave, whichever is less, be eligible for assault leave. [When an employee has no accumulated sick leave, three days of sick leave will be advanced.]

Assault leave shall be granted for the period of physical disability not to exceed one-hundred eighty (180) school days upon the member's delivering to the Superintendent a signed statement indicating the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault and the facts surrounding the assault. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its anticipated duration.

2. Full payment for assault leave, less Worker's Compensation, shall not exceed the member's per diem rate of pay exclusive of supplementary pay and will not be approved for payment unless and until the statement and certificate, as provided above, are submitted to the Superintendent. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

3. Where the member exhausts his/her assault leave, he/she may use sick leave for the period of physical disability. If sick leave and the assault leave provided for herein become exhausted, the member may apply for further assault leave. Whether such additional assault leave is granted shall be determined solely by the Board in its discretion. Where the assaulted member becomes eligible for benefits under the State Teachers' Retirement System because of any disability or because of age or where the member's employment by the Board ceases for any reason whatsoever, this leave provision shall no longer apply and any assault leave payments shall automatically terminate.

**B. Child Care Leave**

A member who is the parent of the child needing care may request, and shall be granted, a child care leave of absence without pay or benefits on the conditions set forth in this policy.

1. The employee shall have been employed for at least one (1) full year by the Alliance Board of Education.
2. If delivery of the child occurs on or prior to February 1, a child care leave shall be for the balance of the semester or the balance of the school year (July 1 - June 30), in which the delivery occurs. The teacher will determine which option.
3. If the delivery of the child occurs after February 1, a child care leave shall be for the balance of the school year in which the delivery occurs, and if requested by no later than July 10, shall be extended for one (1) additional school year.
4. A written request for child care leave must be filed with the Superintendent at least thirty (30) days before the anticipated delivery date. The request shall state the duration of the requested child care leave [end of semester or end of school year]. Once child care leave is elected by filing a request, the teacher cannot return prior to the stated expiration date of the leave except by mutual agreement of the teacher and Superintendent. A teacher who fails to file a timely request under this paragraph waives her right to child care leave; however, the Superintendent could still grant a child care leave at his/her discretion.
5. Upon return from child care leave, the certificated person shall be placed in a position for which they are certified with the same contractual status which was held prior to the leave.

6. When the group insurance policy permits, a teacher on child care leave may continue to participate in those benefits which are provided to other teachers by payment in advance of the group rate for such benefits.
7. If a Reduction in Force (RIF) takes place while the teacher is on leave, the teacher's position is subject to the RIF policy.
8. A teacher who adopts a child, provided the child is one year of age or less at the time of adoption, shall be entitled to child care leave under the conditions stated in this Section. In the case of adoption, reference in this Article to delivery or delivery date shall be deemed to refer to the arrival of the child in the teacher's home.

**C. Sick Leave**

1. Sick leave shall be granted in compliance with Ohio Revised Code Section 3319.141. If the teacher requires medical attention, the teacher will include the physician's name on the sick leave form.

After seven (7) accumulative days of absence per semester, the Superintendent may require medical documentation of illness. The medical documentation shall be limited to requiring the employee to provide a medical statement from a physician or other professional, verifying the absence and the employees expected date of return to work. The statement must be presented upon the employee's return to work, and in no case later than the 3rd day after the employee's return to work, if requested.

2. Sick leave shall be cumulative to a maximum of 250 days.

Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

"Immediate family" is defined as: father, mother, husband, wife, sister, brother, son, daughter, parent-in-law, son-in-law, daughter-in-law, stepchild, foster child, and stepparent, or other "family member" as determined by the Superintendent on an individual basis.

3. An employee shall be allowed one day under sick leave to attend the funeral of a near relative or to render such ministrations as the relationship may require. In exceptional cases, further days may be approved by the Superintendent of Schools. Time so lost will be counted as a part of leave allowed for sickness.

“Near relative” is defined as: uncle, aunt, first cousin, nephew, niece, brother-in-law, sister-in-law, grandparents and grandchildren.

4. A teacher employed by the Alliance Board of Education who becomes pregnant shall notify the Superintendent in writing of her pregnancy as soon as possible. Sick leave may be used for pregnancy leave purposes as authorized by 3319.141 of the Revised Code.
5. Teachers whose sick leave accounts have been incorrectly reduced shall have their sick leave account recredited within ten (10) days of documentation of the error being provided to the Payroll Office.
6. Donation of Sick Leave

A bargaining unit member, after three (3) years of employment, may contribute one day of his/her accumulated sick leave to a designated bargaining unit member who is out of sick leave and faces a catastrophic illness/injury as certified in writing by the employee's physician and approved by the Administration.

The operational procedure shall be as follows:

- a. The employee must be employed three (3) years to either contribute to or receive this benefit.
- b. The employee facing such illness shall request of the Superintendent that such a plea be made publicly to all teachers.
- c. The number of days requested and used by the employee shall not exceed a total of fifty (50). This benefit is available twice in a bargaining unit member's career.
- d. Each employee willing to donate a day of sick leave shall notify the office of the Treasurer, in writing.
- e. The days shall be deducted on a first-come/first-served basis, and notice will be given by the Treasurer to the employee donating sick leave if such sick leave is used.
- f. Donated sick leave days will not be repaid and will be permanently subtracted from the employee donating such days.
- g. Each individual donation shall not exceed one day per donor, per year. A maximum of five (5) days per career will be allowed.

- h. The use of sick leave days by the person making the request will be limited to personal illness/injury only.
  - i. Exception to “h” can be made by mutual agreement of the Superintendent and the AEA President.
7. Falsification of a sick leave statement is grounds for suspension or termination under Section 3319.16 of the ORC.

**D. Personal Leave**

Three (3) days per year of personal leave with pay in addition to sick leave may be granted to all regular salaried teachers of the Alliance Board of Education, upon written application to the Superintendent of Schools for the reasons outlined below:

Reasons For Personal Leave With Pay

- a. A significant event involving the member or the member's immediate family, such as a wedding, high school or college graduation, departure or visitation for college or military.
- b. Funeral of friend or neighbor.
- c. Personal participation in court cases or other legal matter which cannot be taken care of during non-school hours.
- d. Observation of religious holiday.
- e. Emergencies (this must be outlined in writing).
- f. Personal Business: Upon the employee's request, leave shall be granted. [This shall only be used one day per school year unless employee meets requirements set forth under "Procedure for Personal Leave with Pay," Item 5.] A personal business day may not be used on Mondays or Fridays during the month of May, except with approval of the Superintendent.

Leave under this Section shall not be requested for situations covered by sick leave or to attend Association affiliated meetings, conferences and conventions, or for gainful employment during school hours.

- g. Adoption of Child

Any employee who adopts a child 5 years of age or less shall be granted an additional (10) days of personal leave.

#### Procedure For Personal Leave With Pay

1. Request for personal leave must be submitted to the Superintendent's Office five (5) days in advance of the absence. In case of Emergency (“e”), written application must be made within five (5) days following the absence.
2. Standard absence notification procedure should be followed in all cases.
3. All requests must be submitted on the official form. (See Appendix D)
4. Personal leave shall not be cumulative from year to year. Personal leave notification forms must be completed for any day used.
5. In the event an employee does not use any personal leave for a given school year, the employee shall have the opportunity to utilize two personal business days the following school year or any school year thereafter until any personal leave is used.

Unused personal day(s) shall be converted to sick leave at the conclusion of the school year.

If/when any personal leave is used the following year, an employee will only be entitled to one (1) personal business leave day. Personal business days shall not accumulate. The second personal business day is included in the three (3) days personal leave per year and the total personal leave days granted in a given year shall not exceed three (3) days.

Personal leave shall not be taken on the first or last day of school nor the day before or after a school holiday or vacation except by the special permission of the Superintendent or his/her designee. When there is an in-service day or non-student work day immediately prior to a holiday, the day before the inservice day shall be deemed the “last day of school” before a holiday. e.g. the Tuesday prior to Thanksgiving.

No more than five percent (5%) of the total certified staff shall be absent on personal leave on the same day.



Special circumstances may be considered by the Superintendent or waiving the restriction on the number of staff members who may be absent on the same day.

The misuse of personal leave by a teacher shall be grounds for disciplinary action.

6. If the employee has not used any personal leave for two years, the third year, the employee will have three days unrestricted or the employee may choose to be paid \$150 in exchange for the three days. See example below:

Year One	Year Two	Year Three
1 Unrestricted Day	2 Unrestricted Days	3 Unrestricted Days
2 Restricted Days	1 Restricted Day	
* An employee will have 1 Unrestricted Personal Day and 2 Restricted Personal Days in Year one. If NO personal Leave is USED, the employee will have 2 Unrestricted Days and 1 Restricted Day in year 2.	* If NO Personal Leave is USED in year two, the employee will have 3 Unrestricted Days in year 3.	*At the end of year 3, if the employee has not used any Personal Leave, the employee shall have the option of having the Board pay the employee \$150 for all 3 unused Personal Leave days and the following year the employee will start over with 1 Unrestricted Day and 2 Restricted Days.

**E. Family Medical Leave**

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.
2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
3. The Board shall provide a copy of the policy in each building’s main office and a link on the district website to [www.fmla.gov](http://www.fmla.gov).

**F. Legal Leave**

- a. Any employee who is absent due to a court appearance to testify on behalf of the school or who is subpoenaed to testify because of an incident which arose out of the employee's being a witness to events at school, shall be granted paid professional leave upon the employee submitting to the Administration a copy of the subpoena as verification for the leave.
- b. Any employee absent as a result of a subpoena to attend grand or petty jury service shall be granted paid professional leave so long as the employee submits a request for such leave with supporting documentation and returns to the District any fees or monies paid to him/her for attendance on such jury duty.

**G. Sabbatical Leave**

Teachers, up to a maximum of two (2) per year, shall be eligible for sabbatical leaves after five (5) years in the system. The teacher must submit a plan for professional growth to the Superintendent for his/her approval before application is made to the Board. Final approval for sabbatical leave will rest with the Board.

Upon return from the leave, the employee shall be restored to his or her original or an equivalent position in the same classification with equivalent pay, benefits, and other employment terms. No additional time added to steps.

**ARTICLE VII - LENGTH OF SCHOOL DAY/SCHOOL YEAR**

- A.** The defined workday for members of the bargaining unit shall not exceed seven and one-half (7 1/2) hours.

The day shall include:

1. No less than thirty (30) minutes uninterrupted duty-free lunch.
2. One period (40 minutes) planning time per day.
3. In addition, during the teacher's assigned students' lunch times, no duties will be assigned to teachers, except in emergencies..
4. In the event a high school or middle school English, Math, Reading, Social Studies, or Science teacher has an enrollment of 170 or more

students in their combined English, Math, Reading, Social Studies, or Science classes per day for the majority of a nine week grading period, said teacher shall receive a \$175.00 stipend per nine week grading period for each nine week grading period where their total class enrollment exceeds 170 students. The teacher shall be paid their stipend at the end of the quarter.

Prior to the printing of the high school schedules, the President of the AEA and the Superintendent will review the master schedule in terms of student and class distribution. If a problem should arise, it will be discussed by the President of the AEA and the Superintendent in an effort to resolve the problem.

In the event any elementary teacher has twenty-eight (28) or more students on their homeroom class list for the majority of a nine (9) week grading period, such teacher shall receive a One Hundred Seventy Five Dollar (\$175.00) stipend at the end of the quarter.

A teacher will receive a maximum of Seven Hundred Dollars (\$700.00) per year pursuant to this Section of the Contract.

5. Teachers may be required to attend three (3) evening activities per school year (without additional compensation) above and beyond the seven and one-half (7-1/2) hour day, so long as the total hours required do not exceed six (6).

- B.** The defined work year for members of the bargaining unit shall not exceed 185 days. However, the District may schedule up to seventy (70) additional professional development hours, with at least two (2) weeks written notice. Fifty percent of the scheduled professional development hours will be planned in conjunction with the LPDC.

Teachers are required to attend 30% of the scheduled hours between July 1 and June 30. Any teacher present at a voluntary professional day shall receive twenty dollars (\$20.00) per hour. A teacher must be present for the entire Professional Development program that day in order to receive the stipend.

Prior to the adoption of the school calendar, the Association President will have the opportunity to review and make suggestions on proposed calendars.

## **ARTICLE VIII - PRINTING OF THE CONTRACT**

When negotiations are completed, the entire agreement between the parties shall be reduced to writing and reproduced in pocket size for distribution to every member of the bargaining unit. The AEA and Board shall each receive one hundred (100) additional copies.

Cost of reproduction shall be borne equally by the Board and the AEA.

## **ARTICLE IX - REDUCTION IN FORCE**

The reasons for reduction are those listed in ORC 3319.17 or for financial reasons.

- A.** The Board shall provide the Association President a copy of the following information:
1. A list of all teachers in the system by contract status, teaching field, continuous years of system-wide service in Alliance, and all areas of certification;
  2. A list of specific positions to be reduced;
  3. The reasons for the reduction.
- B.** The following procedure for reduction in force and restoration shall apply:
1. Attrition  

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as practicable, for employees who retire or resign or whose limited contracts are not renewed for performance.
  2. Layoff
    - a. Any reduction not achieved by attrition shall be accomplished first by laying off teachers who do not have continuing contracts through suspension of contract, as appropriate, and second, if necessary, by suspending those holding continuing contracts. Among teachers within each of these two groups retention shall be on the basis of all areas of certification and seniority.

Reductions under this procedure will be effectuated at the beginning of the following school year and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before June 1st.

- b. A teacher may displace a least senior teacher in any area(s) of the more senior teacher's certification. All such certificates must be on file with the Board by the time individuals are notified of the layoff.
- c. "Seniority" is defined as continuous service on a contracted basis as an employee in the Alliance City Schools. Approved leaves of absence shall not break continuous service but neither shall they count for years of service. Should a tie occur, seniority will be determined first by the date a teacher accepts an offer of employment as documented by the teacher signing and being provided a copy of the offer of employment form as an employee in the Alliance City Schools and second on date a continuing contract is issued, effective for all teachers hired after July 1, 2000. Thereafter, ties will be broken by discretion of the Board.

### 3. Restoration

Teachers suspended as defined above and who are qualified in terms of certification shall be restored first. No new teacher shall be employed so long as there are teachers with the proper certification on the reduction list.

Teachers whose contracts were suspended and become certificated in another teaching field shall be placed on the recall list for that area.

Teachers whose contracts are suspended and become certified in another area shall be placed on the recall list for the additional certification area immediately upon verification of the new certificate. The teacher is responsible for providing proper verification. Additional certification applies for recall back rights, not displacement rights.

### 4. Notification of Restoration

- a. Persons to be restored shall be notified by certified mail and/or receipted methods to last known address. It is the teacher's responsibility to keep the Superintendent informed of his/her current address. Any teacher who fails to respond in writing affirmatively to the Superintendent's office within ten (10)

business days, or declines a full-time position, shall forfeit all recall rights.

- b. The Association will receive a Restoration List in the order of recall.
- c. The reduction list for limited contract teachers is to be maintained for two (2) years from the time the bargaining unit member would have reported for work if no layoff had occurred. The reduction list for continuing contract teachers is to be maintained for three (3) years from the time the bargaining unit member would have reported for work if no layoff had occurred.

## **ARTICLE X - SALARY**

### **A. Salary Schedule (See Appendix A)**

#### **1. Effective July 1, 2009**

The BA base, zero step shall be increased 0%.

A one time signing bonus of 1% based on 2009-10 salary (not on the base) for those employed the 2009-2010 school year, to be paid in September 2009.

#### **2. Effective July 1, 2010**

The BA base, zero step shall be increased 0%.

A one time signing bonus of 1% based on the 2010-2011 salary (not on the base) for those employed the 2010-2011 school year, to be paid in September 2010 and a one time signing bonus of 1% based on the 2010-2011 salary (not on the base) for those employed the 2010-2011 school year, to be paid in June 2011.

#### **3. Effective July 1, 2011**

The BA base, zero step shall be increased 0%.

### **B. Supplemental Schedule (See Appendix B)**

Pay for extracurricular positions shall be in accordance with the schedule attached as Appendix B. The Board and Administration expressly reserve the right to decide whether or not to fill a position and how many employees to assign to a position.

Six months prior to the end of this Contract, a study committee shall review all the supplemental positions and make recommendations for changes in the pay rates to the negotiation teams. This committee will be

composed of six members, three selected by the Superintendent and three selected by the Association President. The report will be completed prior the commencement of bargaining.

**C. STRS Pick-Up With Reduction**

Annuitization of the employee's share of retirement shall be as follows:

The Alliance Board of Education shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked up" by the Board as interpreted by the Internal Revenue Service Rulings 77-462 and 81-36. Contributions "picked up" shall continue to be designated as employee contributions as permitted by Attorney General's Opinion 82-097. In order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's salary is increased by such "pick up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

1. The amount to be picked-up and paid on behalf of each employee shall be the percentage required by STRS of the employee. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. For Federal and State tax purposes, the W-2 form shall show the total amount of compensation reduced by the percentage required of the employee by STRS. For STRS purposes the total amount of compensation shall not be reduced.
6. STRS pick-up shall in no way affect unemployment compensation, sick leave, workers' compensation, severance pay, daily rate of pay, or any other calculation based on appropriate salary schedule. (See Appendix A)

**D. STRS Pick Up Without Reduction**

The Board agrees to pick-up (assume and pay) 3.7% of the employee's share of retirement to the State Teachers' Retirement System (STRS) as of July 1, 2003 on the following terms and conditions:

1. Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.
2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
3. The Board shall pay the member and employer contributions on the picked-up amount.
4. The pick-up shall apply to all compensation including supplemental earnings.

**E. Placement and Progression On the Salary Schedule**

The Board policy as of July 18, 2006 shall be the procedures for placement and progression on the salary schedule for teachers. The Association will be given no less than thirty (30) days written notice of any change in the Board policy or procedure in regard to the placement and movement on the salary schedule.

All part-time employees working 900 hours or more will progress one year on the salary schedule the following year. If an employee works less than 900 hours he/she shall move every other year for such part-time work.

**ARTICLE XI - SEVERANCE PAY**

- A.** Certificated employees shall become eligible for severance pay when they retire from Alliance City Schools in compliance with the regulations of the State Teachers' Retirement System of Ohio. Payment will be made upon receipt of evidence that the State Retirement has been consummated within sixty (60) days of retiring from the Alliance City Schools. The following formula will be used to determine the amount of severance pay due a retiring employee:

$$\frac{\text{Final Salary}}{\text{.6\% X contract salary}} \times \text{*65 days} \times \frac{\text{Accumulated Days}}{\text{(maximum 120)}} = \text{120 days Severance Pay}$$



The 3.7% STRS pick-up without reduction and supplemental contracts are not included as part of the contract salary. Final salary is defined as salary earned for the number of days the teacher is compensated at their per diem rate.

## **ARTICLE XII - PERIOD SUB PAY**

As per building protocol, when directed by the Superintendent or his designee, a bargaining unit member shall substitute for another staff member.

When a member of the bargaining unit substitutes for another staff member, he/she shall be paid \$20.00 per hour. Reimbursement shall be paid on a quarterly basis. In the event a teacher substitutes for another teacher's class who is absent, including inclusion teacher absences, the teacher shall be paid \$20.00 per hour. In the event the class is divided between two (2) teachers, each teacher shall receive \$10.00 per hour for covering the additional students. This does not apply to duty period assignments when assignment to cover a class during duty period.

## **ARTICLE XIII - TUITION REIMBURSEMENT**

The Board of Education will reimburse college or university tuition, as an incentive for continuing the educational process, in the amount of up to \$600 per teacher per school year for tuition expenses actually incurred for a total district expenditure per school year of \$35,000. The request for tuition reimbursement must be submitted within ninety (90) days of the last scheduled day of the course. Requests will be paid in the fiscal year they are submitted. Course reimbursement cannot exceed the cost of the course. The teacher must pass this work for reimbursement. All coursework approved by the LPDC shall qualify for reimbursement.

- A.** Teachers must have at least a Provisional Certificate to receive tuition reimbursement for additional credit earned in any appropriate field. The guidelines contained herein must be met before proceeding with work.
- B.** Any training secured by Study Grants and Needs, endowments, scholarships, or other expense paid programs will not be reimbursed.
- C.** A teacher must fulfill his/her contract the following year [those on leave of absences must return to duty at the end of the leave] or Board of Education has the right to reclaim money paid for tuition.
- D.** To be eligible for tuition reimbursement, one must have rendered at least one year's service on a contract with the Board of Education.

- E. The tuition reimbursement will be made during the succeeding semester when an official transcript is submitted to the Superintendent's Office.
- F. This provision will also apply to non-university course/seminars which are taken to fulfill CEU requirements.
- G. In addition, the District should also provide substitutes for teachers to attend District Professional Development Programs during the school day. All such Professional Development Programs should be voluntary beyond five (5) days per year, except for curriculum development.

## **ARTICLE XIV - ASSIGNMENTS, TRANSFERS AND VACANCIES**

### **A. Assignments**

#### 1. Definition of Assignment

An assignment is the designated instructional position for a teacher.

- 2. Before the end of the last teacher workday, the Administrator will advise each teacher of his/her assignment for the following school year, if the Administrator expects the assignment to be different than the teacher's current assignment. An assignment will be considered different if the teacher is to teach a different grade at the elementary level or a different grade or course at the middle school level, or a different course at the high school level. Notwithstanding this provision, the right of the Superintendent to reassign personnel as needed throughout the school system shall not be abridged.
- 3. If two teachers within a building desire a grade level change, they will be given an opportunity to meet with the principal to discuss such a change. The principal may grant such a change.

### **B. Definition of Vacancy**

#### 1. Definition of Vacancy

A "vacancy" is a newly created position; promotional openings; or a position arising as a result of deaths, resignations, terminations, retirements, non-renewals, or transfers. An employee position will be considered vacant as soon as the position is created or the contract employee leaves the position.

2. A vacancy only exists when there is no member of the RIF list who is eligible to fill a bargaining unit position. If the eligible member(s) refuse this position, then it is considered a vacancy.

### **C. Transfers**

1. Definition

A “transfer” is the movement of an employee from one building to another.

2. Involuntary Transfer

An involuntary transfer is one that is initiated by the Administration.

Prior to an involuntary transfer, the Superintendent or designee will meet with the teacher and explain the reasons for the transfer.

No member of the bargaining unit shall be involuntarily transferred more than once every three years, unless necessary to prevent a reduction in force or if a building is closed, if there is a district wide reorganization, or to comply with provisions of federal mandates, i.e. school choice, school improvement requirement.

3. Voluntary Transfer

Qualified bargaining unit employees who apply for a vacancy shall be considered for the vacancy.

A person requesting a transfer who is not transferred may meet with the Superintendent and be given the reasons why the transfer request was not approved.

In exceptional circumstances where a transfer has not been carried out after the third school year a request has been made, the Association President and the Superintendent shall confer to attempt a workable solution.

### **D. Posting**

1. When the Board or Administration decide to fill a vacancy in a bargaining unit position, the vacancy will be posted on the faculty bulletin boards in each school building during the teacher year for at least seven (7) calendar days before the vacancy is filled. During the summer recess:

- a. Notice of vacancies will be posted on the Alliance City Schools website and on the jet line for at least seven (7) calendar days.
  - b. If the vacancy occurs after July 10, these time lines may be waived by the Administration.
2. If a teacher has indicated in writing that he/she wants a different assignment, the teacher will automatically be considered for that position if it becomes vacant and is to be filled.
  3. Each notice of vacancy shall be dated and shall include the building, the grade level(s), or subject(s) to be taught, and the deadline for submitting the application.
  4. Copies of such notice of vacancies shall be given to the AEA President.

## **ARTICLE XV - INDIVIDUAL RIGHTS AND RESPONSIBILITIES**

### **A. Personnel File**

1. There will be established and maintained one (1) official file for each teacher. This file shall be maintained in the office of the Superintendent or designee. The individual and a witness of his/her choice, if requested, shall have the right to inspect, with an Administrator present, his/her personnel file during the regular office hours.
2. A teacher shall receive a copy of any letter of reprimand if such item is placed in his/her file.
3. If and when a teacher and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said teacher's official file is irrelevant, inappropriate, or false, such material may be removed from the file or corrected. In any case, if a teacher feels that the file contains information that is inaccurate, irrelevant, outdated, or incomplete, such teacher shall have the right to attach a written statement to the disputed information in accordance with ORC 1347.
4. If the official file is to be reviewed by any other than a Board Member, administrator, or clerical employee assigned to work with the file, the person whose file is to be reviewed shall be entitled to reasonable notice and the opportunity to be present, except that the school's counsel may review files in conjunction with school related

proceedings. Notification will be given if District employees, other than the normal administrative individuals, review the file.

5. The District shall maintain a list of other files concerning individual teachers.

**B. Tuition Exemption**

Children of certificated staff will be allowed to enroll in the Alliance City Schools without being required to pay tuition. The procedures established for nonresident students will be applicable in this situation.

**C. Free Athletic Pass**

All bargaining unit members, upon request, shall be provided a free athletic pass good for all home Alliance athletic events each year. The athletic pass is to be used by the employee.

**D. Health and Safety**

1. The Administration shall provide a safe, clean, and healthy working environment for all teachers.
2. The Administration and the employees shall comply with Section 4167.06 of the Revised Code should there be any question about the propriety of the working conditions to which an employee is assigned.
3. No employee shall be required to deal with any blood-borne pathogens unless adequate protective equipment is available for the teacher at that time.
4. All staff identified as "at risk" to blood-borne pathogens will be provided Hepatitis B inoculation protection at no cost, as defined in the Stark County School Blood-Borne Pathogen Control Guidance Policy or by the Alliance School Health/Safety Council.
5. The Building Principal will direct the Guidance Department to notify any teacher who has a student in his/her class where the District has knowledge of the student's history of dangerous or violent behavior, provided the District is legally permitted to disclose this information.
6. Except for school nurses or appropriately trained teachers (when a trained aide is unavailable), no members of the bargaining unit shall be required to perform any nursing or medical procedures and/or dispense any medication to students.

7. No bargaining unit member shall be in any way discriminated against as a result of reporting any condition regarding safety, health, and sanitation.

**E. Inclusion**

1. The Board will be in compliance with Federal and State laws and regulations regarding inclusion. Teachers will be offered the opportunity to be included in IEP meetings on the placement of special needs students in their classroom before such placement occurs. Special education teachers will be part of IEP teams.
2. Training will be provided for teachers participating in an inclusion model. A teacher shall have the ability to convene an IEP team of which he/she is a member, at any time he/she believes a pupil has been inappropriately placed. All teachers will be given a list of the students in their classroom that have an IEP by the end of September.
3. Classroom Special Education teachers responsible for developing and monitoring IEPs for their assigned students shall be granted two (2) hours of release time every nine (9) weeks for the purposes of completing IEP responsibilities. As needed, on the release days, substitutes shall be secured to cover the typical daily duties of the Special Education teachers. The identified release days shall be determined by the Administration. Teachers will be notified by September 15 of their assigned released days/times for the school year.
4. Teachers responsible for the ODE Alternate Assessment Collection of Evidence process shall be granted up to one day of release time per school year, during which time substitutes shall be secured to cover the typical daily duties of the teachers conducting the mandated Alternate Assessment Collection of Evidence process. The identified release day will be determined by the Administration.

**F. School Based Decision Making**

Where the Administration and seventy-five percent (75%) of the staff of a particular building agree on a school based decision making plan for their building and, after submission of the plan in writing to the AEA Executive Committee and the Superintendent, they agree, provisions of this contract which are in conflict with the plan are, without more, expressly waived as to this plan and of no effect as to that building for the agreed time period.

**G. Local Professional Development Committees**

1. The number of Local Professional Development Committees (LPDC) within the district will be one (1) LPDC, (comprised of 9 classroom teachers and 6 administrators.
2. The composition of the committee insures that a majority of the members of each LPDC are classroom teachers selected by the Association President. The other members will be selected by the Superintendent and elected by the Principals.
3. A vacancy will be filled during the term of an LPDC member who vacates the position by the AEA President and/or Superintendent, as applicable. The appointment shall be for the remainder of the term.
4. The length of the terms of LPDC members shall be three (3) years and the terms shall be staggered.
5. Release time, along with substitutes or \$19.00 per hour will be provided during which LPDC members are handling LPDC responsibilities outside their defined 7-1/2 hour workday.
6. The criteria required when an Individual Professional Development Plan (IPDP) is submitted will be established by the Committee.
7. By the end of his/her second year of a certificate or license, an individual must submit his/her IPDP to the LPDC. The plan may be amended once between the second and fourth year.
8. A majority vote of the LPDC members will decide whether an IPDP is approved or disapproved. The IPDP will be returned to the submitter within thirty (30) calendar days. Rationale/Recommendations will be given if the plan is disapproved.
9. Training for members of the LPDC shall be provided through the Alliance City School District.

The Appeals Board shall consist of three (3) AEA members, appointed by the AEA President, and two (2) administrators appointed by the Superintendent. Their decision is final, unless the State establishes a different mandatory appeals vehicle.

Timetables and locations for meetings of the LPDC, as well as the Appeals Committee, will be established by the Superintendent with at least two (2) weeks prior notification provided to all LPDC members.

H. ESEA

1. Before identifying an elementary school or a secondary school for school improvement under 20 USC 6316(b), paragraph (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Employer, which shall consider that evidence before making a final determination.
2. Title I, Section 1116(d), of the ESEA provides that: "Nothing under this Section (Title I. Academic Assessment and Local Educational Agency and School Improvement) shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under Federal, State, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda or understanding, or other agreements between such employees and their employers."
3. No School Improvement Plan (SIP) provisions shall alter, modify, violate or supersede this agreement except as mutually agreed in writing by the Employer and the Association.

**ARTICLE XVI - CONTRACTS**

- A. Teaching contracts shall be issued in the form attached hereto as Appendix E.
- B. Limited teaching contracts of teachers with five (5) or more years' experience in Alliance shall not be nonrenewed for "arbitrary and capricious" reasons. This shall not apply to supplemental contracts.
- C. **Certification**

Teachers who drop their certification for subjects they are currently teaching cannot displace a less senior employee in another area of certification.



## **ARTICLE XVII - MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, the Board and Administration reserve and retain all managerial authority vested in them by law including those rights enumerated in Section 4117.08 of the Ohio Revised Code.

## **ARTICLE XVIII - REHIRING/HIRING RETIREES**

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If such individual is hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued a one year limited contract which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
2. The employee must waive any rights he/she may have or accrue under 3319.11 ORC, 3319.111 ORC, 3319.17 ORC.
3. Insurance benefits will be compliant with STRS regulations.
4. The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or board policy.
5. The employee waives any right he/she may have or accrue to any type of retirement incentive program.
6. The employee agrees to be placed on the salary schedule at the step and column as if he/she was a new hire to the district, i.e. five years experience and five military to a maximum of ten.
7. The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:

Article III – Evaluation

Article V – Insurance (unless otherwise modified by #3)

Article IX – Reduction in Force

Article X – Salary

Article XI – Severance Pay

8. The maximum number of retirees that may be hired under the provisions of this article shall not exceed 5% of the bargaining unit.

## **ARTICLE XIX –EFFECTS AND DURATION OF CONTRACT**

- A.** This Contract shall be in effect from July 1, 2006 through June 30, 2009.
- B.** In the event that any provision or any part of a provision of this Contract shall at any time be declared invalid by any Court of competent jurisdiction, such decision shall not invalidate the entire agreement, it being the express intent of the parties hereto that all provisions, or any part of the provisions, not so declared invalid shall remain in full force and effect.
- C.** The Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this contract. Should there be a conflict between this contract and any such policy or practice, then the terms of this Contract shall prevail.
- D.** Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this contract which shall be deemed incorporated by reference in such individual contracts.
- E.** If the parties voluntarily decide to negotiate a change in this Agreement during its term, the amendment shall not become effective unless it is reduced to writing and properly approved, signed, and dated by both parties.
- F.** If during the term of this Agreement, the Board is required by law to negotiate mid-term, then the parties will meet to negotiate within thirty (30) days.

In the event agreement is not reached, the Board is not required to participate in dispute resolution process prior to Board action on any changes in terms and conditions of employment not contained in the Agreement. When impasse is reached over items not contained in the contract, the board may implement its last best offer.

FOR THE BOARD

*Pat Basig* 5-29-09  
Superintendent Date

*Sheri Sejka* 5-29-09  
President, Alliance Board Date

*Wendy A. Heath* 5-29-09  
Treasurer Date

FOR THE ASSOCIATION

*BT Wood-Shell* 5-29-09  
Chief Negotiator Date

*Kelly J. Barthel* 5-29-09  
Bargaining Team Member Date

*Christina Futale* 5-29-09  
Bargaining Team Member Date

**ALLIANCE SALARY SCHEDULE**  
**2009-10, 2010-11, 2011-12**

BASE \$29,203

EXP	NON DEG	B.A.	5 YEAR	MA	MA +15	MA +30
0	27,276	29,203	32,532	33,145	33,759	33,759
1	28,356	32,211	33,934	34,693	35,306	35,306
2	29,437	33,437	35,336	36,241	36,854	36,854
3	30,517	34,664	36,737	37,789	38,402	38,402
4	31,598	35,890	38,139	39,336	39,950	39,950
5	32,678	37,117	39,541	40,884	41,497	41,497
6	33,759	38,344	40,943	42,432	43,045	43,045
7	34,839	39,570	42,344	43,980	44,593	44,593
8	35,920	40,797	43,746	45,527	46,141	46,141
9	37,000	42,023	45,148	47,075	47,688	47,688
10	38,081	43,250	46,550	48,623	49,236	49,236
11	39,161	44,768	48,769	51,105	53,149	53,149
12	40,242	46,024	50,229	52,711	54,902	54,902
13	40,242	47,280	51,689	54,318	56,654	56,654
14	40,242	47,280	51,689	55,924	58,406	58,406
17	41,322	48,535	53,149	57,530	60,158	60,392
20	42,087	49,300	53,914	58,294	60,923	61,360
27	42,961	50,174	54,788	59,168	61,797	62,465

**SUPPLEMENTAL SALARY SCHEDULE** (Indexed to base salary)

	<u>Index</u>
Ticket Manager	.161
Equipment Manager	.086
Physical Fitness Boys	.038
Physical Fitness Girls	.038
Head Football Coach	.222
Varsity Assistant Football Coach	.121
9th Grade Football Coach	.100
Middle School Head Football Coach	.100
Middle School Assistant Football Coach	.096
Head Boys Basketball Coach	.222
Varsity Assistant Boys Basketball Coach	.121
9th Grade Boys Basketball Coach	.121
8th Grade Boys Basketball Coach	.100
7th Grade Boys Basketball Coach	.096
Head Girls Basketball Coach	.222
Varsity Assistant Girls Basketball Coach	.121
9th Grade Girls Basketball Coach	.121
8th Grade Girls Basketball Coach	.100
7th Grade Girls Basketball Coach	.096
Head Boys Track Coach	.165
Varsity Assistant Boys Track Coach	.079
9th Grade Boys Track Coach	.067
Middle School Boys Track Coach	.064
Head Middle School Boys Track Coach	.064
Head Middle School Girls Track Coach	.064
Head Girls Track Coach	.165
Varsity Assistant Girls Track Coach	.079
Middle School Girls Track Coach	.064
9th Grade Girls Track Coach	.067
Head Boys Cross Country Coach	.097
Head Girls Cross Country Coach	.097
Varsity Asst. Cross Country Coach	.055
Middle School Cross Country Coach	.06

## APPENDIX B

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Head Wrestling Coach	.222
Varsity Assistant Wrestling Coach	.122
9th Grade Wrestling Coach	.121
Middle School Wrestling Coach	.100
Head Baseball Coach	.165
Varsity Assistant Baseball Coach	.079
JV Baseball Coach	.079
9th Grade Baseball Coach	.067
Head Boys Soccer Coach	.121
Assistant Boys Soccer Coach	.079
Head Girls Soccer Coach	.121
Assistant Girls Soccer Coach	.079
Head Swimming Coach	.159
Varsity Assistant Swimming Coach	.127
Head Girls Softball Coach	.165
Varsity Assistant Girls Softball Coach	.079
JV Girls Softball Coach	.079
9 <sup>th</sup> Grade Softball Coach	.067
Head Boys Tennis Coach	.097
Boys' Varsity Asst. Tennis Coach	.055
Head Girls Tennis Coach	.097
Girls' Varsity Asst. Tennis Coach	.055
Head Volleyball Coach	.121
Varsity Assistant Volleyball Coach	.079
Middle School Volleyball Coach	.064
9th Grade Volleyball Coach	.067
Weight-lifting Coach, Boys	.051
Weight-lifting Coach, Girls	.051
Middle School Events Monitor	
Fall	.018
Winter	.025
Spring	.012

**APPENDIX B****3 of 4**

Middle School Events Supervisor	.106
Faculty Manager	.190
Study Table Monitor	.075
Head Golf Coach	.097
JV Golf Coach	.055
Varsity Cheerleader Advisor	.141
Varsity Asst. Cheerleader Advisor	.074
9th Grade Cheerleader Advisor	.074
Middle School Cheerleader Advisor	.056
Intramurals, Boys	.048
Intramurals, Girls	.048
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Dramatics	.045
Assistant Dramatics	.030
Speech/Debate	.072
Assistant Speech	.033
HS Department Head	.078
Middle School Team Leaders	.054
Marching/Concert Band Director	.235
Assistant Marching/Concert Band Director	.130
Vocal Music Coordinator	.127
Orchestra Director	.058
Assistant Orchestra Director	.028
Auxiliary Flag/Majorette Advisor	.028
Middle School Vocal	.028
Middle School Instrumental	.028
Marching Instructor	.057
Musical Orchestra Director	.030
Assistant Musical Orchestra Director	.023
Show Chori & Musical Chorographer	.028
Head Set Builder & Designer	.033
Class Advisor, 9th Grade	.011
Class Advisor, 10th Grade	.011
Class Advisor, 11th Grade	.033
Class Advisor, 12 <sup>th</sup> Grade	.011

Telecommunication	.172
Student Senate/Homecoming	.065
Key Club	.015
National Honor Society	.015
Red & Blue Advisor	.058
ANA Squadron #44 Staff Advisor	.015
Robotics Coach	.050
Mentor	.049
Science Fair Chair	.011
Academic Challenge	.072
Teen Court	.028

If assistance is needed for Art and Choreography, services may be purchased from production proceeds. No additional district monies are available.



**ALLIANCE CITY SCHOOLS  
CERTIFICATED STAFF  
GRIEVANCE PROCEDURE FORM**

Subject Level \_\_\_\_\_  
Grade Level \_\_\_\_\_  
Building \_\_\_\_\_

Grievant:

\_\_\_\_\_

Address:

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

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

Date Event Giving Rise to Grievance Occurred:

\_\_\_\_\_

Person or Persons To Whom Grievance Is Directed: \_\_\_\_\_

\_\_\_\_\_ Initiated at Step: \_\_\_\_\_

Statement of Grievance and Section of Article of the Negotiated Agreement  
Alleged to Have Been Violated:

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

Remedy Sought:

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

Signature of Grievant: \_\_\_\_\_

ALLIANCE CITY SCHOOLS  
CERTIFICATED STAFF  
REQUEST FOR USE OF PERSONAL LEAVE

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

Date \_\_\_\_\_

Number of Days Requested \_\_\_\_\_

Building or Job Assignment \_\_\_\_\_

To the Superintendent:

I hereby request Personal Leave beginning  
\_\_\_\_\_ AM/PM on \_\_\_\_\_  
Month Day Year

- \_\_\_ a. A significant event involving the member of the member's immediate family, such as a wedding, high school or college graduation, departure or visitation for college or military.
- \_\_\_ b. Funeral of friend or neighbor.
- \_\_\_ c. Personal participation in court cases or other legal matter which cannot be taken care of during non-school hours.
- \_\_\_ d. Observation of religious holiday.
- \_\_\_ e. Emergencies (This must be outlined in writing)
- \_\_\_ f. Personal business. Upon the employee's request, leave shall be granted. [This shall only be used one day per school year unless employee meets requirements set forth under "Procedure for Personal Leave with Pay", Item 5.] A personal business day may not be used on Mondays or Fridays during the month of May, except with approval of the Superintendent.
- \_\_\_ g. Adoption of child under 6 yrs.

\_\_\_\_\_ Approved      \_\_\_\_\_ Rejected

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

\_\_\_\_\_  
Signature of Superintendent

Copies to: Superintendent or Designee  
Building Principal or Supervisor

**TEACHER'S CONTRACT – LIMITED**

AN AGREEMENT entered into between \_\_\_\_\_ of \_\_\_\_\_ and THE BOARD OF EDUCATION OF \_\_\_\_\_ in Stark County, Ohio, hereby agrees to teach in the Public Schools of said District for a period of \_\_\_\_\_ year(s) on the days designated in the officially adopted school calendar \_\_\_\_\_. The employee further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the Schools of said District.

It is understood that this contract does not constitute any obligation, either written or implied, for reemployment beyond the term stated in this contract.

TEACHING ASSIGNMENT:

IN CONSIDERATION of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer to the above-named teacher the sum of \_\_\_\_\_ Dollars per year.

Said salary will be payable in biweekly installments beginning \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.

Entered into at Alliance, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Teacher

**THE BOARD OF EDUCATION**

By \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Treasurer

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