



06/28/11
10-MED-02-0128
1393-01
K27450

NEGOTIATED AGREEMENT

between the

Amherst Teachers Association

and the

**Amherst Exempted Village Schools
Board of Education**

Effective

From June 30, 2011 thru June 29, 2014

Board Approved: June 20, 2011

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Mission Statement

“The mission of The Amherst Exempted Village School System is to prepare students to meet, to the best of their abilities, the academic, social, civic, and career needs of the future by providing high quality programs that will lay the foundation for continued learning and support the moral and ethical values of our community.”

Vision for the Amherst School District

“By June 2012, the employees of Amherst Schools – in partnership with families and the community – will create the best academic district in Northeast Ohio by preparing students to excel through a challenging curriculum and innovative instruction supported by up-to-date technology in safe and improving facilities. Our actions shall be done by aligning resources in a fiscally responsible way.”

The Amherst Board of Education and the Amherst Teachers Association agree that it is not the intent of the parties to discriminate against any employee on the basis of race, age, gender, handicap or national origin. Any use of gender biased terms is in no way intended to discriminate on any basis.

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1.01 -A.- SALARY SCHEDULE/INDEX: 2011-2012-(2%)


BASE		Column 								
	36,402	1	2	3	4	5	6	7	8	9
Row	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45	
	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX
STEP	1.000	1.022	1.043	1.054	1.065	1.086	1.108	1.132	1.156	
0	36,402	37,203	37,967	38,368	38,768	39,533	40,333	41,207	42,081	
	1.040	1.065	1.089	1.102	1.114	1.136	1.159	1.182	1.205	
1	37,858	38,768	39,642	40,115	40,552	41,353	42,190	43,027	43,864	
	1.081	1.109	1.137	1.151	1.165	1.188	1.212	1.236	1.260	
2	39,351	40,370	41,389	41,899	42,408	43,246	44,119	44,993	45,867	
	1.125	1.155	1.187	1.203	1.218	1.243	1.268	1.293	1.318	
3	40,952	42,044	43,209	43,792	44,338	45,248	46,158	47,068	47,978	
	1.169	1.204	1.239	1.257	1.275	1.300	1.326	1.352	1.378	
4	42,554	43,828	45,102	45,757	46,413	47,323	48,269	49,216	50,162	
	1.216	1.255	1.294	1.314	1.333	1.360	1.387	1.414	1.441	
5	44,265	45,685	47,104	47,832	48,524	49,507	50,490	51,472	52,455	
	1.265	1.307	1.350	1.372	1.394	1.422	1.451	1.480	1.509	
6	46,049	47,577	49,143	49,944	50,744	51,764	52,819	53,875	54,931	
	1.315	1.362	1.410	1.434	1.458	1.488	1.518	1.548	1.578	
7	47,869	49,580	51,327	52,200	53,074	54,166	55,258	56,350	57,442	
	1.368	1.419	1.472	1.499	1.525	1.556	1.587	1.617	1.647	
8	49,798	51,654	53,584	54,567	55,513	56,642	57,770	58,862	59,954	
	1.423	1.479	1.536	1.566	1.595	1.628	1.660	1.693	1.726	
9	51,800	53,839	55,913	57,006	58,061	59,262	60,427	61,629	62,830	
▼	1.479	1.541	1.604	1.637	1.669	1.703	1.737	1.771	1.805	
10	53,839	56,095	58,389	59,590	60,755	61,993	63,230	64,468	65,706	
	1.538	1.605	1.675	1.787	1.826	1.863	1.900	1.937	1.974	
11	55,986	58,425	60,973	65,050	66,470	67,817	69,164	70,511	71,858	
	1.600	1.673	1.748	1.787	1.826	1.863	1.900	1.937	1.974	
12	58,243	60,901	63,631	65,050	66,470	67,817	69,164	70,511	71,858	
	1.600	1.673	1.748	1.812	1.850	1.887	1.924	1.961	1.998	
13	58,243	60,901	63,631	65,960	67,344	68,691	70,037	71,384	72,731	
	1.600	1.673	1.748	1.812	1.850	1.887	1.924	1.961	1.998	
14	58,243	60,901	63,631	65,960	67,344	68,691	70,037	71,384	72,731	
	1.650	1.723	1.798	1.837	1.876	1.913	1.950	1.987	2.024	
15	60,063	62,721	65,451	66,870	68,290	69,637	70,984	72,331	73,678	
	1.650	1.723	1.798	1.837	1.876	1.913	1.950	1.987	2.024	
16	60,063	62,721	65,451	66,870	68,290	69,637	70,984	72,331	73,678	
	1.675	1.748	1.823	1.862	1.901	1.938	1.975	2.012	2.049	
17	60,973	63,631	66,361	67,781	69,200	70,547	71,894	73,241	74,588	
	1.675	1.748	1.823	1.862	1.901	1.938	1.975	2.012	2.049	
18	60,973	63,631	66,361	67,781	69,200	70,547	71,894	73,241	74,588	
	1.675	1.748	1.823	1.887	1.926	1.963	2.000	2.037	2.074	
19	60,973	63,631	66,361	68,691	70,110	71,457	72,804	74,151	75,498	
	1.700	1.773	1.848	1.887	1.926	1.963	2.000	2.037	2.074	
20	61,883	64,541	67,271	68,691	70,110	71,457	72,804	74,151	75,498	

1.01 -A.- SALARY SCHEDULE/INDEX: 2011-2012 (2%)

BASE	Column								
	36,402	1	2	3	4	5	6	7	8
Row	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45
	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX
21	61,883	64,541	67,271	69,601	71,020	72,367	73,714	75,061	76,408
	1.700	1.773	1.848	1.912	1.951	1.988	2.025	2.062	2.099
22	61,883	64,541	67,271	69,601	71,020	72,367	73,714	75,061	76,408
	1.725	1.798	1.873	1.937	1.976	2.013	2.050	2.087	2.124
23	62,793	65,451	68,181	70,511	71,930	73,277	74,624	75,971	77,318
	1.725	1.798	1.873	1.937	1.976	2.013	2.050	2.087	2.124
24	62,793	65,451	68,181	70,511	71,930	73,277	74,624	75,971	77,318
	1.750	1.823	1.898	1.962	2.001	2.038	2.075	2.112	2.149
25	63,704	66,361	69,091	71,421	72,840	74,187	75,534	76,881	78,228
	1.750	1.823	1.898	1.962	2.001	2.038	2.075	2.112	2.149
26	63,704	66,361	69,091	71,421	72,840	74,187	75,534	76,881	78,228
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
27	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
28	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
29	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
30	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
31	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
32	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
33	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
34	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
35	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776

G.Title1	30.94	31.62	32.27	32.61	32.95	33.60	34.28	35.03	35.77
Core/ESY									
OGT/SGI									
Home Instruction	30.94								
New T1	25.48								
L.Asst.									
Paraprofessional	15.47								

1.01 -B.- SALARY SCHEDULE/INDEX: 2012-2013-(0%)


BASE		Column 								
	36,402	1	2	3	4	5	6	7	8	9
Row	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45	
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0	36,402	37,203	37,967	38,368	38,768	39,533	40,333	41,207	42,081	
	1.040	1.065	1.089	1.102	1.114	1.136	1.159	1.182	1.205	
1	37,858	38,768	39,642	40,115	40,552	41,353	42,190	43,027	43,864	
	1.081	1.109	1.137	1.151	1.165	1.188	1.212	1.236	1.260	
2	39,351	40,370	41,389	41,899	42,408	43,246	44,119	44,993	45,867	
	1.125	1.155	1.187	1.203	1.218	1.243	1.268	1.293	1.318	
3	40,952	42,044	43,209	43,792	44,338	45,248	46,158	47,068	47,978	
	1.169	1.204	1.239	1.257	1.275	1.300	1.326	1.352	1.378	
4	42,554	43,828	45,102	45,757	46,413	47,323	48,269	49,216	50,162	
	1.216	1.255	1.294	1.314	1.333	1.360	1.387	1.414	1.441	
5	44,265	45,685	47,104	47,832	48,524	49,507	50,490	51,472	52,455	
	1.265	1.307	1.350	1.372	1.394	1.422	1.451	1.480	1.509	
6	46,049	47,577	49,143	49,944	50,744	51,764	52,819	53,875	54,931	
	1.315	1.362	1.410	1.434	1.458	1.488	1.518	1.548	1.578	
7	47,869	49,580	51,327	52,200	53,074	54,166	55,258	56,350	57,442	
	1.368	1.419	1.472	1.499	1.525	1.556	1.587	1.617	1.647	
8	49,798	51,654	53,584	54,567	55,513	56,642	57,770	58,862	59,954	
	1.423	1.479	1.536	1.566	1.595	1.628	1.660	1.693	1.726	
9	51,800	53,839	55,913	57,006	58,061	59,262	60,427	61,629	62,830	
▼	1.479	1.541	1.604	1.637	1.669	1.703	1.737	1.771	1.805	
10	53,839	56,095	58,389	59,590	60,755	61,993	63,230	64,468	65,706	
	1.538	1.605	1.675	1.787	1.826	1.863	1.900	1.937	1.974	
11	55,986	58,425	60,973	65,050	66,470	67,817	69,164	70,511	71,858	
	1.600	1.673	1.748	1.787	1.826	1.863	1.900	1.937	1.974	
12	58,243	60,901	63,631	65,050	66,470	67,817	69,164	70,511	71,858	
	1.600	1.673	1.748	1.812	1.850	1.887	1.924	1.961	1.998	
13	58,243	60,901	63,631	65,960	67,344	68,691	70,037	71,384	72,731	
	1.600	1.673	1.748	1.812	1.850	1.887	1.924	1.961	1.998	
14	58,243	60,901	63,631	65,960	67,344	68,691	70,037	71,384	72,731	
	1.650	1.723	1.798	1.837	1.876	1.913	1.950	1.987	2.024	
15	60,063	62,721	65,451	66,870	68,290	69,637	70,984	72,331	73,678	
	1.650	1.723	1.798	1.837	1.876	1.913	1.950	1.987	2.024	
16	60,063	62,721	65,451	66,870	68,290	69,637	70,984	72,331	73,678	
	1.675	1.748	1.823	1.862	1.901	1.938	1.975	2.012	2.049	
17	60,973	63,631	66,361	67,781	69,200	70,547	71,894	73,241	74,588	
	1.675	1.748	1.823	1.862	1.901	1.938	1.975	2.012	2.049	
18	60,973	63,631	66,361	67,781	69,200	70,547	71,894	73,241	74,588	
	1.675	1.748	1.823	1.887	1.926	1.963	2.000	2.037	2.074	
19	60,973	63,631	66,361	68,691	70,110	71,457	72,804	74,151	75,498	
	1.700	1.773	1.848	1.887	1.926	1.963	2.000	2.037	2.074	
20	61,883	64,541	67,271	68,691	70,110	71,457	72,804	74,151	75,498	

1.01 -B.- SALARY SCHEDULE/INDEX: 2012-2013 (0%)


BASE	Column								
	36,402	1	2	3	4	5	6	7	8
Row	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45
	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX
21	61,883	64,541	67,271	69,601	71,020	72,367	73,714	75,061	76,408
	1.700	1.773	1.848	1.912	1.951	1.988	2.025	2.062	2.099
22	61,883	64,541	67,271	69,601	71,020	72,367	73,714	75,061	76,408
	1.725	1.798	1.873	1.937	1.976	2.013	2.050	2.087	2.124
23	62,793	65,451	68,181	70,511	71,930	73,277	74,624	75,971	77,318
	1.725	1.798	1.873	1.937	1.976	2.013	2.050	2.087	2.124
24	62,793	65,451	68,181	70,511	71,930	73,277	74,624	75,971	77,318
	1.750	1.823	1.898	1.962	2.001	2.038	2.075	2.112	2.149
25	63,704	66,361	69,091	71,421	72,840	74,187	75,534	76,881	78,228
	1.750	1.823	1.898	1.962	2.001	2.038	2.075	2.112	2.149
26	63,704	66,361	69,091	71,421	72,840	74,187	75,534	76,881	78,228
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
27	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
28	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
29	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
30	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
31	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
32	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
33	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
34	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
35	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776

G.Title1	30.94	31.62	32.27	32.61	32.95	33.60	34.28	35.03	35.77
Core/ESY									
OGT/SGI									
Home Instruction	30.94								
New T1	25.48								
L.Asst.									
Paraprofessional	15.47								

1.01 -C. -SALARY SCHEDULE/INDEX: 2013-2014(0%)

BASE		Column 								
	36,402	1	2	3	4	5	6	7	8	9
Row	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45	
	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX
STEP	1.000	1.022	1.043	1.054	1.065	1.086	1.108	1.132	1.156	
0	36,402	37,203	37,967	38,368	38,768	39,533	40,333	41,207	42,081	
	1.040	1.065	1.089	1.102	1.114	1.136	1.159	1.182	1.205	
1	37,858	38,768	39,642	40,115	40,552	41,353	42,190	43,027	43,864	
	1.081	1.109	1.137	1.151	1.165	1.188	1.212	1.236	1.260	
2	39,351	40,370	41,389	41,899	42,408	43,246	44,119	44,993	45,867	
	1.125	1.155	1.187	1.203	1.218	1.243	1.268	1.293	1.318	
3	40,952	42,044	43,209	43,792	44,338	45,248	46,158	47,068	47,978	
	1.169	1.204	1.239	1.257	1.275	1.300	1.326	1.352	1.378	
4	42,554	43,828	45,102	45,757	46,413	47,323	48,269	49,216	50,162	
	1.216	1.255	1.294	1.314	1.333	1.360	1.387	1.414	1.441	
5	44,265	45,685	47,104	47,832	48,524	49,507	50,490	51,472	52,455	
	1.265	1.307	1.350	1.372	1.394	1.422	1.451	1.480	1.509	
6	46,049	47,577	49,143	49,944	50,744	51,764	52,819	53,875	54,931	
	1.315	1.362	1.410	1.434	1.458	1.488	1.518	1.548	1.578	
7	47,869	49,580	51,327	52,200	53,074	54,166	55,258	56,350	57,442	
	1.368	1.419	1.472	1.499	1.525	1.556	1.587	1.617	1.647	
8	49,798	51,654	53,584	54,567	55,513	56,642	57,770	58,862	59,954	
	1.423	1.479	1.536	1.566	1.595	1.628	1.660	1.693	1.726	
9	51,800	53,839	55,913	57,006	58,061	59,262	60,427	61,629	62,830	
▼	1.479	1.541	1.604	1.637	1.669	1.703	1.737	1.771	1.805	
10	53,839	56,095	58,389	59,590	60,755	61,993	63,230	64,468	65,706	
	1.538	1.605	1.675	1.787	1.826	1.863	1.900	1.937	1.974	
11	55,986	58,425	60,973	65,050	66,470	67,817	69,164	70,511	71,858	
	1.600	1.673	1.748	1.787	1.826	1.863	1.900	1.937	1.974	
12	58,243	60,901	63,631	65,050	66,470	67,817	69,164	70,511	71,858	
	1.600	1.673	1.748	1.812	1.850	1.887	1.924	1.961	1.998	
13	58,243	60,901	63,631	65,960	67,344	68,691	70,037	71,384	72,731	
	1.600	1.673	1.748	1.812	1.850	1.887	1.924	1.961	1.998	
14	58,243	60,901	63,631	65,960	67,344	68,691	70,037	71,384	72,731	
	1.650	1.723	1.798	1.837	1.876	1.913	1.950	1.987	2.024	
15	60,063	62,721	65,451	66,870	68,290	69,637	70,984	72,331	73,678	
	1.650	1.723	1.798	1.837	1.876	1.913	1.950	1.987	2.024	
16	60,063	62,721	65,451	66,870	68,290	69,637	70,984	72,331	73,678	
	1.675	1.748	1.823	1.862	1.901	1.938	1.975	2.012	2.049	
17	60,973	63,631	66,361	67,781	69,200	70,547	71,894	73,241	74,588	
	1.675	1.748	1.823	1.862	1.901	1.938	1.975	2.012	2.049	
18	60,973	63,631	66,361	67,781	69,200	70,547	71,894	73,241	74,588	
	1.675	1.748	1.823	1.887	1.926	1.963	2.000	2.037	2.074	
19	60,973	63,631	66,361	68,691	70,110	71,457	72,804	74,151	75,498	
	1.700	1.773	1.848	1.887	1.926	1.963	2.000	2.037	2.074	
20	61,883	64,541	67,271	68,691	70,110	71,457	72,804	74,151	75,498	

1.01 -C. -SALARY SCHEDULE/INDEX: 2013-2014(0%)

BASE	Column 								
	36,402	1	2	3	4	5	6	7	8
Row	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45
	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX
21	61,883	64,541	67,271	69,601	71,020	72,367	73,714	75,061	76,408
	1.700	1.773	1.848	1.912	1.951	1.988	2.025	2.062	2.099
22	61,883	64,541	67,271	69,601	71,020	72,367	73,714	75,061	76,408
	1.725	1.798	1.873	1.937	1.976	2.013	2.050	2.087	2.124
23	62,793	65,451	68,181	70,511	71,930	73,277	74,624	75,971	77,318
	1.725	1.798	1.873	1.937	1.976	2.013	2.050	2.087	2.124
24	62,793	65,451	68,181	70,511	71,930	73,277	74,624	75,971	77,318
	1.750	1.823	1.898	1.962	2.001	2.038	2.075	2.112	2.149
25	63,704	66,361	69,091	71,421	72,840	74,187	75,534	76,881	78,228
	1.750	1.823	1.898	1.962	2.001	2.038	2.075	2.112	2.149
26	63,704	66,361	69,091	71,421	72,840	74,187	75,534	76,881	78,228
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
27	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
28	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.775	1.848	1.923	1.987	2.026	2.063	2.100	2.137	2.174
29	64,614	67,271	70,001	72,331	73,750	75,097	76,444	77,791	79,138
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
30	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
31	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
32	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
33	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
34	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776
	1.820	1.893	1.968	2.032	2.071	2.108	2.145	2.182	2.219
35	66,252	68,909	71,639	73,969	75,389	76,735	78,082	79,429	80,776

G.Title1	30.94	31.62	32.27	32.61	32.95	33.60	34.28	35.03	35.77
Core/ESY									
OGT/SGI									
Home Instruction	30.94								
New T1	25.48								
L.Asst.									
Paraprofessional	15.47								

1.02 Extra-Duty Salaries - Fall & Winter Activities: Salary for an extra-duty position shall be a percentage of the base salary (FY'12 through FY'14 - \$36,402) according to the following schedules:

	STEP —————▶	1	2	3	4	5	6	7
Column	(1) FALL	0	1	2	4	7	10	13
1	Head Football Coach	16	17	18	21	22	23	24
2	Varsity Assistant Football Coach	11	12	13	14	15	16	17
3	9th grade Head Football Coach	9	10	11	12	13	14	15
4	9th grade Assistant Football Coach	8	9	10	11	12	13	14
5	8th grade Head Football Coach	8	9	10	11	12	13	14
6	8th grade Assistant Football Coach	6.5	7.5	8.5	9.5	10.5	11.5	12.5
7	7th grade Head Football Coach	5	6	7	8	9	10	11
8	7th Grade Assistant Football Coach	4	5	6	7	8	9	10
9	Cross Country Coach	10	11	12	14	15	16	17
10	Assistant Cross Country Coach	5	6	7	8	9	10	11
11	Head Boys' Golf Coach	7.5	8.5	9.5	10.5	11.5	12.5	13.5
12	Varsity Assistant Boys' Golf Coach	5	6	7	8	9	10	11
13	Head Girls' Golf Coach	7.5	8.5	9.5	10.5	11.5	12.5	13.5
14	Varsity Assistant Girls' Golf Coach	5	6	7	8	9	10	11
15	Varsity Band Director	14.5	15.5	16.5	18.5	19.5	20.5	21.5
16	Varsity Assistant Band Director	9	10	11	12	13	14	15
17	Percussion Advisor	1.5	2	2.5	2.5	3	3	3
18	Flag Corps Advisor	3	4	5	5.5	6.5	7.5	8.5
19	Majorette Advisor	3.5	4	4.5	4.5	5	5	5.5
20	Varsity Girls Tennis Coach	8.5	9.5	10.5	11.5	12.5	13.5	14.5
21	Varsity Assistant Girls Tennis Coach	6	7	8	9	10	11	12
22	Varsity Volleyball Coach	10	11	12	13	14	15	16
23	Assistant Volleyball Coach	7	8	9	10	11	12	13
24	9th grade Volleyball Coach	5.5	6.5	7.5	8.5	9.5	10.5	11.5
25	Junior High Volleyball Coach	5.5	6.5	7.5	8.5	9.5	10.5	11.5
26	Head Soccer Coach	9	10	11	12	13	14	15
27	Assistant Soccer Coach	6	7	8	9	10	11	12
28	Fall Weight Room Advisor	3	4	5	6	7	8	9
29	Athletic Trainer	9	10	11	12	13	14	15
	(2) WINTER	0	1	2	4	7	10	13
30	Varsity Basketball Coach	16	17	18	21	22	23	24
31	Varsity Assistant Basketball Coach	11	12	13	14	15	16	17
32	9th grade Basketball Coach	8	9	10	11	12	13	14
33	Junior High Basketball Coach	7.5	8.5	9.5	10.5	11.5	12.5	13.5
34	Elementary Basketball Coach	4.5	5.5	6.5	7.5	8.5	9.5	10.5
35	Head Wrestling Coach	14	15	16	17	18	19	20
36	Varsity Assistant Wrestling Coach	8	9	10	11	12	13	14
37	Junior High Wrestling Coach	7.5	8.5	9.5	10.5	11.5	12.5	13.5
38	Middle School Wrestling Coach	3	3	3.5	4	5	6	7
39	Pep Band Director	3	4	5	6	7	8	9
40	Winter Weight Room Advisor	3	4	5	6	7	8	9
41	Varsity Swimming Coach*	10	11	12	13	14	15	16
42	Varsity Ass't. Swimming Coach*	7	8	9	10	11	12	13
43	Athletic Trainer (Winter Season)	9	10	11	12	13	14	15
44	Head Hockey Coach	10	11	12	14	15	16	17
45	Varsity Ass't. Hockey Coach*	7	8	9	10	11	12	13

* The Board and the Association agree that if the number of participants in the swimming program increase to forty (40) or more for two (2) consecutive seasons, the salary schedule will be increased to the same schedule as Head & Varsity Assistant Wrestling Coaches for the Varsity & Varsity Assistant Swimming Coach.

1.02 Extra-Duty Salaries - Spring & Year-Round Activities: Salary for an extra-duty position shall be a percentage of the base salary (FY'12 through FY'14 - \$36,402) according to the following schedules:

	STEP	1	2	3	4	5	6	7
Column	(3) SPRING	0	1	2	4	7	10	13
46	Head Track Coach	15	16	17	19	20	21	22
47	Varsity Assistant Track Coach	8.5	9.5	10.5	11.5	12.5	13.5	14.5
48	Junior High Track Coach	6.5	7.5	8.5	9.5	10.5	11.5	12.5
49	Assistant Junior High Track Coach	5.5	6.5	7.5	8.5	9.5	10.5	11.5
50	Head Baseball Coach	10	11	12	14	15	16	17
51	Varsity Assistant Baseball Coach	7	8	9	10	11	12	13
52	9th grade Baseball/Softball Coach	5.5	6.5	7.5	8.5	9.5	10.5	11.5
53	Varsity Boys Tennis Coach	8.5	9.5	10.5	11.5	12.5	13.5	14.5
54	Assistant Boys Tennis Coach	6	7	8	9	10	11	12
55	Varsity Softball Coach	10	11	12	14	15	16	17
56	Varsity Assistant Softball Coach	7	8	9	10	11	12	13
57	Junior High Softball Coach	6	7	8	9	10	11	12
58	Spring Weight Room Advisor	3	4	5	6	7	8	9
59	Athletic Trainer	7	8	9	10	11	12	13
	(4) YEAR-ROUND	0	1	2	4	7	10	13
60	Technical Director	9	10	11	11.5	12.5	13.5	14.5
61	Technical Consultant	1.5	2	2.5	2.5	3	3	3
62	Dramatics 1st Semester	4.5	5.5	6.5	8.5	9.5	10.5	11.5
63	Dramatics 2nd Semester	4.5	5.5	6.5	8.5	9.5	10.5	11.5
64	Assistant Dramatics 1st Semester	2.5	3.5	4.5	5.5	6.5	7.5	8.5
65	Assistant Dramatics 2nd Semester	2.5	3.5	4.5	5.5	6.5	7.5	8.5
66	Varsity Cheerleader Advisor	10	11	12	13	14	15	16
67	9th grade Cheerleader Advisor	2.5	3.5	4.5	5.5	6.5	7.5	8.5
68	7th grade Junior High Cheerleader Advisor	2	3	4	5	6	7	8
69	8th grade Junior High Cheerleader Advisor	2	3	4	5	6	7	8
70	Assistant Athletic Director	9	10	11	12	13	14	15
71	Junior High Athletic Director	9	10	11	12	13	14	15
72	Junior High Intramural Coach	4.5	5.5	6.5	7.5	8.5	9.5	10.5
73	Yearbook Advisor	8	9	10	11	12	13	14
74	Newspaper Advisor	7	8	9	10	11	12	13
75	National Honor Society Advisor	3	4	5	6	7	8	9
76	Academics Coach	3.5	4.5	5.5	6.5	7.5	8.5	9.5
77	Freshman Class Advisor	2	3	4	5	6	7	8
78	Sophomore Class Advisor	3	4	5	6	7	8	9
79	Junior Class Advisor	4	5	6	7	8	9	10
80	Senior Class Advisor	3	4	5	6	7	8	9
81	Junior High Student Council Advisor	3	4	5	6	7	8	9
82	Teen Institute Advisor	2	3	4	5	6	7	8
83	Science Olympiad	3.5	4.5	5.5	6.5	7.5	8.5	9.5
84	Future Teachers of America Advisor	2	3	4	5	6	7	8
85	Outdoor Education Advisor	1	1	1	1	1	1	1
86	Fine Arts Advisor	7	8	9	10	11	12	13
87	Mentor**	3	3.5	4	-	-	-	-
88	Middle School Yearbook	1.5	2.5	3.5	4.5	5.5	6.5	7.5
89	Junior High Newspaper	1.5	2.5	3.5	4.5	5.5	6.5	7.5
90	LPDC (Local Professional Development committee) ***	1.5	2	2.5	3	3.5	4	4.5
91	Ski Club Advisor (1 per club)	1.5	1.5	1.5	1.5	1.5	1.5	1.5
92	Scholastic Awards Banquet Coordinator	2	3	4	5	6	7	8

** Each mentor will receive an additional percent for each teacher over three, not to exceed five.
 *** LPDC to meet as needed, minimum of six (6) meetings.

ARTICLE I COMPENSATION

1.03 Discretionary Fund

- A. Applications for discretionary funds will be made to association building representatives and building principals for consideration. Recommendations will be submitted to the superintendent for final approval. A copy of these recommendations will be sent to the association president.
- B. For the discretionary funds, 10% of the B.A. base will be approved for elementary and junior high buildings, and 1% of the B.A. base will be approved for the high school building.
- C. These funds shall be applied to supplemental contracts for activities not listed on the extra-duty salary scale.
- D. The supplemental contracts shall be for no less than one hundred dollars (\$100.00) and for no more than three hundred dollars (\$300.00) per activity.

1.04 Teacher Subbing

- A. When, at the principal's request, a teacher or tutor assumes any of the duties listed in 3.04 of this agreement, the hourly rate of pay shall be 0.085% of the B.A. minimum base salary. Records for calculating such pay shall be maintained by the treasurer of the board, and payment shall be made to the teacher for such duties in the first pay following the end of the semester. A teacher may refuse such request.
- B. This section shall also be applicable in instances where, at the principal's request, a teacher assumes additional duties necessitated by: (1) the absence of a regularly scheduled special teacher in the elementary schools; or (2) in the case of team teachers, the absence of a team member.
- C. See appendix for form.

1.05 L.D. Tutoring, Home Instruction, and Core Curriculum Tutors and Extended School Year Services

- A. Effective July 1, 2010, the hourly rate will be 0.0007 of the minimum base salary for Title 1 Tutors. Current Title 1 Tutors employed prior to July 1, 2010, shall be "grand-parented" and continue to be paid at 0.085% of the minimum base salary, at the earned training level as per the adopted salary schedule. Any break in service will eliminate the higher rate for such Title 1 Tutors. For purposes of this section, a "break in service" occurs only if and when a current Title 1 Tutor ends a contract year in the employment of the Board, but is not in the employment of the Board on the first work day of the succeeding contract year. In accordance with Article III, Section 3.06 (C), current Title 1 Tutors whose contracts are suspended pursuant to a reduction in force shall not be considered to have a break in service unless or until:

1. they are recalled and do not accept reinstatement;
 2. upon expiration of 26 months on the reduction in force list without being recalled; or
 3. upon employment by another school district for a full school year.
- B. The hourly rate for home instruction shall be 0.085% of the B.A. minimum base salary.
- C. The hourly rate for the core curriculum tutors shall be 0.085% of the minimum base salary, at the earned training level as per the adopted salary schedule and placed on a one-year limited contract.
- D. The board and association agree the L.D. tutors shall be employed for 184 (one hundred eighty-four) days per year on an “as needed per hour” basis to serve students. Additional approved time will be compensated at the tutor’s hourly rate.
- E. Effective July 1, 2010, the rate of pay for teachers performing extended school year services for special education students will be 0.085% of the minimum base salary, at the earned training level.

1.06 Learning Assistant/Special Needs Paraprofessional

The hourly rate for learning assistant and special needs paraprofessional shall be 0.0425% of the B.A. minimum base salary.

1.07 Summer School

A summer school teacher shall receive 0.0783% of the B.A. minimum base salary per hour for each course taught in summer school.

1.08 Stipend for Curriculum Development

- A. Such payment is for comprehensive curriculum development and is beyond course of study explanation and/or planning meetings held at building levels.
- B. Compensation shall be as follows:
1. Comprehensive K-12 curriculum development (i.e. math; reading; science; English; social studies) committee members: \$300.00.
 2. Comprehensive special projects curriculum development (i.e., semester subjects; physical education; OCP, formerly OWA; home economics): \$200.00.
- C. All curriculum is to be completed in compliance with state minimum standards and the recommended process model for curriculum development under the direction of the director of educational services.

1.09 Jury Duty

Each teacher is encouraged to serve as a juror when called and shall be paid during jury duty.

1.10 Unauthorized Absence from School

Absence from school under circumstances other than those listed in Article II or outlined in previously adopted board regulations shall result in deduction from salary of the absent teacher in the following manner:

1. The divisor for determining per diem deductions for unauthorized absences shall be the number of contract teacher work days, currently one hundred eighty-five (185) for teachers new to the system and one hundred eighty-four (184) for returning teachers.
2. Any period of unauthorized absence not in excess of one-half day shall be considered an absence of one-half school day. Any period of absence in excess of one-half school day, but not exceeding one full school day, shall be considered an absence of one full school day.

1.11 Insurance

- A. Group hospitalization and medical insurance is available to all personnel regularly employed by the board. Covered benefits for employees are set forth in the plan document. Plan design modifications include a \$5,000,000.00 lifetime maximum; \$10 office visit co-pay; \$25 urgent care co-pay; \$50 emergency room co-pay ; and \$10-\$30-\$40 prescription drug co-pay.
- B. Current employees will contribute eighteen percent (18%) toward the cost of Board provided group hospitalization and medical insurance. Bargaining unit members employed by Board action on or after July 1, 2011, will contribute twenty-five percent (25%) toward the cost of Board provided group hospitalization and medical insurance. All employees will receive a five percent (5%) discount if they participate in the Amherst Employee Wellness Plan (See Appendix). When husband and wife are Board employees, only one employee will pay for their share of a family premium or each may choose single coverage, and each will pay for their share of premium.
- C. For the duration of this contract, the board will pay two-thirds (2/3) of the dental composite premium and the employee will pay one-third (1/3) of the dental composite premium if the employee elects dental insurance. If both husband and wife are board employees, the board shall pay eighty-seven percent (87%) of the cost of the premium. It is agreed the plan implemented will be selected by the association president and the superintendent.

An employee, as per this negotiated agreement and the Family Medical Leave Act, shall be eligible for benefits to be paid for a period not to exceed twelve weeks. At

the end of the twelve-week period, the employee must return to work or begin paying the premiums for insurance coverage. If school is not in session at the conclusion of the twelve-week period (i.e. summer vacation), the insurance will be paid by the board until school is in session. Should the employee not return to work on the first day that school is in session, the premiums in question will be paid by the employee.

- D. The board shall provide group term life insurance of \$50,000 for each full-time bargaining unit member and \$30,000 for each part-time bargaining unit member.
- E. No change in insurance coverage will be made without approval of the association.
- F. The board will pay fringe benefits for all part time certified staff proportional to the number of hours worked per week divided by thirty-five (35). The employee may pay the difference to receive full fringe benefits. An additional five percent (5%) will be added to the cost of Board provided group hospitalization and medical insurance for part time licensed staff who do not participate in the Amherst Wellness Plan (See Appendix).
- G. All aspects of the coverage of the current medical/dental policy, as specified in an appendix to this agreement, will be maintained, regardless of the carrier.
- H. Employee insurance contributions will be divided over twenty-four (24) pays.
- I. A committee (Health Care Committee) composed of the president of the ATA and a member of the Board of Education, five (5) representatives appointed by the president of the association, and three (3) representatives of the board and a representative of O.A.P.S.E., shall be created and charged with considering health insurance matters and to investigate plan design changes to lower premium costs. The Health Care Committee shall annually elect a chairperson. Regular minutes of all meetings of the committee shall be kept and shared with all members. All decisions of the committee shall be achieved by consensus (i.e., all represented parties on the committee shall agree with the decision in accordance with principles of the interest based problem solving model). The Health Care Committee shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and such other data as the members of the committee believe will facilitate the committee's processes. The Health Care Committee's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, looking for various cost containment options, and selection of an outside consultant.

Each year the committee shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year (July 1 through June 30). Each year the Health Care Committee will consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible. In the event the Health Care Committee is not able to achieve consensus on any such changes by May 1, the plan will continue unchanged for the succeeding

benefit year. If the Health Care Committee recommends changes in program design, premium sharing, or other modifications, including consideration of a "waiver/opt out" provision, such changes shall be implemented following approval by the full membership of the Association and the board.

- J. Effective July 1, 1996, a health premium bank ("bank") shall be created. All funds in the bank shall be maintained in a separate interest bearing account. If, as of June 29, 1998 and any succeeding year, a positive balance exists in the bank, the Health Care Committee shall determine how such balance shall be expended provided, however, that the balance may not be expended in any form of cash compensation. All expenditures shall be limited to additional health insurance programs directed to employee wellness, employee fitness activities; including club memberships or equipment, or like activities as the Health Care Committee may determine. The Health Care Committee may elect to carry the positive balance in the bank forward to the successor contract to be applied against future premium increases.
- K. A section 125 Flexible Spending Plan will be maintained for employees to cover their contributions to their insurance.

1.12 Severance Pay

- A. Teachers who elect to retire and meet the requirements of R.C. 124.39 shall be paid a lump sum equal to one-third (1/3) of the accrued but unused sick leave credit, to a maximum of eighty-five (85) days if they have met one of the following criteria, by June 30th in the year of retirement:
 1. have 30 years of service credit at any age;
 2. have 25 years of service credit and have attained the age of 55; or
 3. have 5 years of service credit and have attained the age of 60.

Not meeting one of the above qualifications and/or not having been an employee of the Amherst Schools for a minimum of ten (10) years, will eliminate any and all severance pay to the employee. After five consecutive years of approved disability, these requirements shall be waived.

Effective July 1, 2010, additional severance payouts will be increased in the following circumstances:

1. Add five (5) days of severance pay-out for teachers retiring with 270 or more accrued sick leave days;
2. Add ten (10) days of severance pay-out for teachers retiring with 370 or more accrued sick leave days; and

3. Add fifteen (15) days of severance pay-out for teachers retiring with 470 or more accrued sick leave days.

Severance payment shall be made only once to a teacher after application has been made and approved by the appropriate retirement system. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher.

- B. When a teacher dies before retiring, this benefit shall be paid within six months to his designated beneficiaries.
- C. The employee shall receive severance pay in one payment on or before the 75th day following retirement. Employees electing to tax defer all or part of their severance pay must notify the Treasurer's Office, in writing, 30 days prior to their retirement.
- D. For retiring employees providing notification of same on or before March 15th of the year of retirement, the board will provide a \$200 incentive payment.

1.13 Enhanced Severance/Retirement Incentive

For the 2010-2011 contract year only, any teacher retiring with thirty (30) years of actual service or more will be provided with one-half (1/2) of his or her total accrued sick leave accumulation up to a maximum between one-hundred forty (140) and one-hundred fifty-five (155) days (i.e., up to fifty-five (55) additional days beyond the maximums provided in Article 1.12 above). Each teacher wishing to obtain the enhanced severance amount must provide the Superintendent with an irrevocable letter of resignation for purposes of retirement (effective for the end of the 2010-2011 school year), no later than March 15, 2011.

Thereafter, the above enhanced severance amount will be made available only for teachers who retire at thirty (30) years of actual service on a one-time, first eligible basis, with an irrevocable letter of resignation for purposes of retirement (effective for the end of the school year of retirement), no later than March 15 of the year of retirement.

1.14 Tuition Reimbursement

- A. Bargaining unit members shall be reimbursed at the rate of \$75.00 per semester hour for tuition paid to legitimate colleges and universities. Bargaining unit members with a bachelor's degree who earn a master's degree shall be compensated with a one-time reimbursement of \$250.00 upon verification from the college or university.

- B. In order to receive tuition reimbursement under terms of this contract item, a staff member shall:
 - 1. Apply to the superintendent for PRIOR approval of the course he intends to take, including the time tuition costs required by the course; and
 - 2. Submit a purchase order requesting payment, with the approval form, official transcript, and receipts showing proof of payment of tuition costs, to the office of the superintendent. Reimbursement will be made monthly.
- C. The payment normally shall apply only toward work beyond the B.A. level, although special consideration may be given to undergraduate courses (e.g., computer science) through which a staff member will benefit the school district by expanding his educational background.
- D. No individual may receive tuition reimbursement for course work taken prior to his first day of actual work in the Amherst schools.
- E. See appendix for form.

1.15 Tuition-Free Attendance for Children of Amherst Employees

Teachers who do not reside in the Amherst Exempted Village School District but would like to have their child/children attend school in the District must first apply to have their child/children attend school through the board's Inter-District Open Enrollment Policy. Only if a teacher's child/children are determined not to be eligible for attendance through the Policy or are otherwise denied attendance by operation of the Policy, may their child/children still attend school in the District without paying tuition by operation of this provision (i.e., the board shall waive his/her/their tuition). Attendance under this provision relates to preschool through grade 12; however, all children enrolled in the preschool program are subject to paying the established monthly tuition rate. Students in grades K-12 may attend tuition free.

1.16 Mileage Reimbursement

Where reimbursement for automobile use is specified in this agreement, the rate of such reimbursement shall be the IRS standard mileage rate.

1.17 Educational Options Program

An "Educational Options Program" shall be defined as an educational program for school-age students that takes place outside the bounds of the regular school day. These programs might be held after school, before school, or on weekends. All "Educational Options Programs" must be approved by the building principal. Past examples of "Educational Options Programs" are advanced foreign language, advanced calculus, and TV production.

A teacher teaching an "Educational Options" course will be paid an hourly wage conditional upon the number of students in the class, to a maximum of five. Salary will be calculated beginning at the first step of the B.A. level of salary at 0.085%, and one additional step shall be added for each student to a maximum of five. The calculation will be based on 0.085%, of the B.A. salary level for a maximum of 130 hours of instruction.

1.18 Tax-Sheltered Annuity

The board agrees that, pursuant to Internal Revenue Code ("IRC") Section 403(b), and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reduction agreements under which the board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(b) (a "tax-sheltered annuity"). The following restrictions and limitations apply with respect to such matters:

1. The board may restrict the timing of the employee salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b)(3). Employees must make their elections in writing.
2. Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits and must sign the certification that is Exhibit A to this contract. The board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the Internal Revenue Code limits or otherwise will be currently subject to income tax.
3. In accordance with Ohio Revised Code ("ORC") Section 9.91, the board may require that 5 employees elect to have contributions made to or through an annuity or custodial account provider or broker before the board will make contributions to or through such entity.
4. In accordance with ORC Section 9.91, the board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the board from liability.

The board will make reports to the Internal Revenue Service (e.g., Form W-2) and withhold federal, state, school district, local income and employment taxes as it believes it is required to do by law.

1.19 Local Professional Development Committee

- A. Compensation for serving as a member of the LPDC committee see the Extra-Duty salary schedule.
- B. It is further agreed any discussion concerning compensation for teachers who elect to use CEUs (Continuing Education Units), PDUs (Professional Development

Units) or any other form of “credit” shall be the responsibility of the Amherst Teachers Association and the Amherst Board of Education.

1.20 I.E.P. Compensation

I.E.P.’s in excess of 40 for SLP personnel, 12 for SGI personnel, and 12 for Resource Room personnel, shall be compensated at 1/2 hour per I.E.P. at the tutor rate. This compensation will be paid one time each year, the last pay in June.

1.21 Safe and Drug Free Schools Stipend

- A. If funds are available in the Title IV grant, a stipend will be paid to each building’s representative.
- B. The ATA President will meet with the Safe and Drug Free Schools Coordinator each year when Title IV Grant funds become available, to determine the amount of the stipend.

ARTICLE II

TEACHER ABSENCES

2.01 Sick Leave Accumulation and Use

- A. There shall be unlimited days of sick leave accumulated at the rate of fifteen (15) days per year, exclusive of days added in accordance with 2.04 B. Such computation shall be on the basis of the calendar year of twelve (12) months.
- B. School days on which a teacher is absent because of personal illness shall be charged against the number of days of accumulated sick leave then to the teacher's credit.
- C. Sick Leave: Any teacher utilizing sick leave for five (5) or more consecutive days, if requested by the Administration, must provide medical verification for the absence and information concerning the prospects for return to work.

Any teacher required to be absent because of illness in the immediate family shall be granted up to five days of sick leave per illness, and such leave shall be charged against the number of days of accumulated sick leave then to the teacher's credit. The superintendent, upon receipt of an affidavit setting forth the circumstances, justifying the need for additional days, shall grant such additional days as may be required because of illness involving the employee's father, mother, husband, wife, son, or daughter.

The superintendent may grant such additional days as may be required because of illness involving the employee's grandparents, spouse's grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or other integral members of the family.

- D. Bereavement leave: Any teacher required to be absent because of death in the immediate family shall be granted up to five days of leave per death. The first two (2) days of such leave shall not be charged against the number of days of accumulated sick leave then to the teacher's credit. The remaining three (3) days of the initial five (5) days and any extensions granted shall be deducted from the accumulated sick leave to the teacher's credit. For purposes of this paragraph, "immediate family" shall be defined as father, father-in-law, mother, mother-in-law, husband, wife, son, or daughter. Any teacher required to be absent because of the death of non-immediate family members shall be granted up to five days of sick leave per death, and such leave shall be charged against the number of days of accumulated sick leave then to the teacher's credit.
- E. A teacher who transfers from one Ohio school district to another Ohio school district shall be credited with the unused balance of that teacher's sick leave.

- F. A teacher who transfers from an accredited Ohio nonpublic school shall be credited with that teacher's sick leave. The credit shall not exceed 15 days per year of service. The teacher must provide written documentation, from the appropriate official, of the schools sick leave policy and record of personal sick leave use.
- G. Falsification of a statement for the use of sick leave will result in loss of pay for said day. Continued occurrences of falsification will result in suspension without pay and/or termination.
- H. Any salaried bargaining unit member who has exhausted accumulated sick leave shall be advanced fifteen (15) days sick leave. Hourly bargaining unit members will be advanced five (5) days of additional sick leave when their accumulated sick leave is exhausted. Such days shall be repaid in full from future sick leave accumulation.

In the event any employee leaves the district, the board shall withhold payment or recover the cost of any used, but unearned, days of sick leave.

Such advancement will occur only once per school year. The employee shall not be granted additional days until any previous advancement has been fully repaid.

Any unrecoverable cost will be borne by the board of Education.

- I. In the case of a catastrophic illness or injury to a teacher who has or will exhaust accrued sick leave as a result of such illness or injury, the President of the Association and the superintendent will meet to discuss options, including the possible donation of sick leave by other teachers. Decisions made under this provision are not subject to the grievance process.

2.02 Assault Leave

- A. In the event that an employee is absent due to physical disability resulting from an assault, which occurs in the course of board employment, the employee shall be granted assault leave, which shall in no event extend beyond forty (40) days.
- B. An application for assault leave shall be on prescribed forms supplied by the administration and shall be signed by the employee, and, if applicable, the licensed physician of the employee.
- C. Assault leave granted under this policy by the superintendent shall not be charged against earned sick leave or leave granted under other leave policies adopted by the board.
- D. To qualify for assault leave, in addition to the item set forth above, the employee must file claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. If Workers' Compensation benefits are granted, the amount of these benefits shall be subtracted from the assault leave benefits (per diem rate of pay) paid by the board.

- E. If an employee becomes permanently disabled due to an assault, he shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his retirement.

2.03 Teacher Absence Reporting Procedures

The following procedures will be used to report all absences and returns to work:

1. The teacher will call the central call office system or log in online before 6:00 A.M. on each day of the absence unless multiple days are requested at the time of the initial call off.
2. After returning to work, the teacher is responsible for completing an absence slip and submitting it to the building secretary.
3. Should a substitute teacher and the regular teacher arrive at the school because the call-off system did not receive notification from the regular teacher before 6:00 A.M., the substitute teacher may be paid for one-half day and the regular teacher's sick leave deducted accordingly. In such event, the regular teacher shall stay at school performing his regular duties. The substitute may be asked to stay for auxiliary duties.
4. Situations, which cannot be covered by this item, will be handled on an individual basis upon application to and decision by the superintendent.
5. In order to provide 24-hour service, the Board will provide the necessary equipment. Upon installation by the Board of a central call-off system, the parties agree that such system will be utilized for reporting of absences.

2.04 Personal or Business Emergency

- A. Each teacher shall be credited with two (2) days of unrestricted personal leave at the beginning of each school year for reason of business that cannot be conducted outside the school day. In addition, a teacher who has accumulated 30 days of sick leave will be granted one (1) bonus day of unrestricted personal leave at the beginning of the school year. A teacher who has one hundred eighty (180) days or more of accumulated sick leave shall receive an additional fourth (4th) unrestricted personal day each year. These days may not be accumulated. The teacher may elect to receive a \$50 stipend in lieu of using the bonus day.
- B. Such leave shall not be accumulated, but unused personal leave days shall be credited to accumulated sick leave at the end of each school year. When these days are credited to accumulated sick leave, it will be done on a prorated basis for all part-time personnel.
- C. Such leave shall not be deducted from accumulated sick leave.

- D. The notification of absence for personal leave in this section shall be made on a form provided by the board prior to the absence. Such form shall include personal business that cannot be conducted outside of the school day. Whenever possible, notification should be made forty-eight (48) hours prior to the date of such leave.
- E. In the case of an emergency, the teacher will call the central calling number and request emergency personal leave. In such cases, the form will be completed within forty-eight (48) hours after the employee returns to school. The superintendent may grant additional personal leave for emergency situations.
- F. Paid personal leave may not be used on parent/teacher conference days, or on the opening and closing days for students. Excluding the days stated in the preceding sentence, not more than three percent (3%) of the members of the bargaining unit will be granted paid personal leave on any one (1) day. If the request is denied by the superintendent on the basis that more than 3% have requested this leave, the superintendent shall provide verification, within forty-eight (48) hours, of the number of requests received for the day in question. Requests shall be approved by the superintendent or his designee, in the order in which they are received. The superintendent may grant additional personal leave above the 3% limit for emergency situations.

The definition of emergency situation, as it relates to this article, remains at the discretion of the superintendent. However, to assist staff when making decisions regarding personal or business emergency leave requests, the following definition of emergency situation is provided as a guideline:

An emergency situation would involve extensive destruction of personal property, and/or a nationwide event that would not cause our schools to be closed, but might result in an increase in requests for personal or business emergency leave.

- G. Falsification of a statement for the use of personal leave will result in loss of pay for said day. Continued occurrences of falsification will result in suspension without pay and/or termination.
- H. Teachers with attendance funds from prior contract incentives will be permitted to expend same for consumable items prior to the end of the first semester of the 2010-2011 school year, at which point all remaining funds will revert to the General Fund. Prohibited expenses include such items as food, transportation, subs, and field trip expenses.
- I. There shall be a maximum of 5 unpaid leave days per employee per school year.

2.05 Professional Leave

- A. Professional leave is that leave granted a teacher employed by the board to attend a conference, workshop or other professional meeting, which may contribute to the teacher's professional growth. A conference or workshop is a meeting so designated

by the sponsoring group. When funding is available, the budget for professional meetings shall be divided, in equal amounts, by semester. All applications for professional leave must receive the prior approval of the building principal, the superintendent, and the treasurer before any district funds are committed. At the first faculty meeting of each year, the staff shall be notified, in writing, of the building budget and the district special education budget in exact dollars for professional leave for that year.

- B. Upon application, the coach/adviser who works most directly with an athlete/student participating in a local, regional, or state competition will be granted professional leave for that event.
- C. A teacher shall submit a record of the following expenses (which shall be reasonable): mileage, receipted registration, lodging, and meals. For any conference expense, which exceeds the maximum amounts outlined in paragraph F of this section, the teacher shall pay.
- D. Two consecutive school days shall be the maximum allowed for one conference, except for three for the OEA delegate assembly. Provisions relating to conference attendance are applicable at any time while a teacher is under contract, including summers and other vacation periods. All summer conference expenses for attendance at approved summer conferences will be payable after the beginning of school in the fall of the year.
- E. The teacher is expected to submit a written prospectus outlining how the conference or workshop may benefit his teaching and identify to whom oral presentation will be made. After the conference, the teacher will be expected to submit a written report to the department or group who may benefit from the conference, the principal, and superintendent. The teacher will be required to present an oral report to the staff, principal, superintendent, board, parent(s) or student group. Both reports must be filed prior to application for reimbursement.
- F. Conference reimbursement shall be as follows:
 - 1. Registration shall be paid by the board (maximum \$90.00), at the request of the building principal, and the total registration fee will be paid upon the approval of the board.
 - 2. Travel reimbursement shall be paid: (a) at the standard rate for automobile mileage, or (b) for the full cost of alternate travel. In neither case shall the total travel reimbursement exceed \$140.00.
 - 3. The maximum payment per person per room shall be \$100.00 per night. When a room is shared, the total payment to all persons shall not exceed the total cost of the room.

4. The maximum daily payment for meals shall be as follows:

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$26.00

5. If the distance is such that a teacher finds it necessary to arrive the evening prior to the conference activities, the extra overnight cost shall be included in the itemized list and an additional amount of \$100.00 allowed.

6. Receipts for all meals and all other expenses must be submitted with the request for payment.

G. Reimbursement for professional leave directly relating to coaching, shall be made by the athletic department according to athletic department policies and guidelines, and the conditions and limitations contained in Article 2.05 F, 1-6.

2.06 Attendance at Association Meetings

A. Association members elected to district, state, or national offices of ATA-affiliated organizations shall be permitted, without loss of pay, except where the salary is paid by the organization, to attend meetings of these organizations, not to exceed ten (10) days. These offices may include president, vice-president/president-elect, and executive committee member.

B. Duly authorized delegates shall be permitted to attend, without loss of pay and with substitutes provided at board expense, the following meetings:

1. The Ohio Educational Association (OEA) representative assemblies,
2. The North Eastern Ohio Education Association (NEOEA) representative assemblies, and
3. The National Education Association (NEA) representative assemblies.

C. The board shall not be liable for any expenses incurred at above conferences.

2.07 Absences Within the School Day

A. Teacher absence from school for a period not to exceed forty-five (45) minutes in one school day, shall be approved by the principal under the following conditions:

1. That the absence be for personal business or social necessity, for example, medical treatment or attendance at a funeral; or

2. That the absence not leave the class unsupervised during his absence:
 - a. the teacher of a self-contained class shall arrange that his class be joined with that of another teacher; or
 - b. the teacher whose work is departmentalized shall arrange that his class will be under the direct supervision of a faculty member not otherwise assigned.
- B. The teacher requesting absence from school for a period not to exceed forty-five (45) minutes in one school day shall arrange for such absence as outlined above and shall report such arrangements to and request permission, for absence from the principal at the teacher's earliest convenience.
- C. Such approved absences under the conditions listed above shall be utilized in a professional manner.
- D. Under the conditions outlined above, no deduction from salary or from accumulated sick leave shall be made.
- E. During unassigned periods, teachers may leave the building with approval of the building administrator.

2.08 Extra-Duty Absence

When students participating in approved school activities are scheduled to compete or arrive at an activity site on a school day, and a teacher is required to accompany the student(s) as a part of his extra-duty contract, the teacher's absence shall be considered professional leave without compensation from the board for expenses.

2.09 Substitutes

- A. Whenever possible, a substitute shall continue to serve in the same assignment in the case of a teacher's extended absence, defined as any period over two consecutive days.
- B. A substitute teacher employed for a teacher on any leave or extended illness shall be automatically non-renewed at the end of each school year, shall have none of the recall rights outlined in 3.06 C of this negotiated agreement, and shall not appear on any reduction-in-force list.
- C. A substitute teacher employed to fill an approved leave of absence for a period of at least one semester will receive all other benefits that regular teachers are afforded.
- D. If, after being employed to fill an approved leave of absence or extended illness, a substitute teacher is subsequently hired as a regular teacher and continues service in the Amherst schools without interruption, that teacher's original hire date, for

purposes of seniority, shall be the date on which he was hired for the substitute employment that initiated his continuous teaching service in the Amherst schools.

- E. Substitutes will be put on the "B" list. This list will be used only for personal business or professional business days.

2.10 Leave of Absence

- A. After five (5) consecutive years of teaching service in the Amherst schools, a teacher shall be granted, upon request, a leave of absence for professional, educational, or other purpose, without pay. A leave of absence shall consist of a minimum of one school year or the remaining portion of the school year. Leaves extended for longer than one school year must be in semester increments. Notification to return or a request for an extension must be sent to the superintendent by March 15. The teacher shall resume the contract status held prior to the leave upon return to service.
- B. After presenting to the superintendent an acceptable plan for professional growth, a teacher may apply to the board for a leave of one or two semesters with partial salary and same percentage of fringe benefits as 1.11. The partial salary shall be the difference between the teacher's regular salary and the replacement teacher's salary, but in no case shall the payment be more than 50% of what the teacher's earnings would have been. Payment of partial salary and reimbursement for fringe benefits shall be paid to the teacher upon his or her return to contractual services in the Amherst schools. The teacher must agree to return to service in the Amherst schools for one (1) contract year. The teacher shall resume the contract status held prior to the leave upon return to service and shall be given a position comparable to the one held prior to the leave. This leave will be limited to no more than (3%) of the total teaching staff and will be granted to a teacher after the completion of five (5) additional years of teaching, except that a second or subsequent leave will not be granted to the same individual when other members of the staff have filed a request for such leave.
- C. Upon a teacher's election or appointment to public office, the board shall grant him a leave of absence not to exceed two years, without compensation.
- D. A year of sabbatical leave devoted to professional growth shall count as a year of credit for placement on the salary schedule.
- E. Non-professional Leave
 - 1. Any leave of absence whose primary purpose is other than for preparation, training, or retraining in a teaching or educational specialization area relating to elementary or secondary education shall be considered nonprofessional leave.

2. It is not possible to specify all types of nonprofessional leave. Some examples of nonprofessional leave are:
 - a. a leave taken to initiate or pursue a business enterprise, career, or position either self-employed or with any employer other than the Amherst schools;
 - b. a leave taken for domestic or foreign travel; or
 - c. a leave taken for personal reasons.
3. Nonprofessional leave shall be for a maximum of one (1) year.
4. The following types of leave shall be exempt from the provisions of this section: sick leave, assault leave, personal or business emergency leave, attendance at association meetings, absences within the school day, parental leave, leave related to election or appointment to public office, bereavement leave, leave taken to care for an ill or infirm member of the immediate family as defined in 2.01 C above.
5. Requests for nonprofessional leave must be made in writing to the superintendent.

2.11 Family and Medical Leave Act

- A. The Association and the board acknowledge and agree to abide by the Family Medical Leave Act of 1993 ("FMLA"). For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee.) The teacher is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.
- B. The board will maintain the employee's coverage under its group medical and hospitalization plan for the duration of the leave at the level and under the conditions coverage would have provided if the employee had continued in employment continuously for the period of the leave. However, the board's obligation to extend board-paid insurance benefits in accordance with Article 1.11 will not extend beyond the greater of twelve (12) work weeks or the period of the employee's accrued sick leave. Failure of employees on approved leave to make timely payments of required contributions, if any, will result in such benefit being discontinued. Any additional extension of insurance benefits will be in accordance with this Contract.

2.12 Parental Leave

Where applicable, the contents of this section shall apply to both parents.

- A. A teacher in the Amherst schools shall be entitled to a leave of absence, without pay, for the reason of pregnancy. Parental leave shall constitute a minimum of one grading period or a length mutually agreeable between the teacher and the superintendent.
- B. If a certified staff member becomes pregnant and wishes to continue her employment in the Amherst schools, she shall make formal application to the superintendent for a leave of absence at least 30 days prior to the commencement of the leave. Upon application, leave shall be granted by the board, for a term of not more than two (2) years. Said application shall indicate the anticipated date of beginning such leave and the date of returning from such leave. No teacher shall return from parental leave at a date earlier than that set forth in the application without approval of the superintendent unless the teacher miscarries, the child is stillborn, or the child dies within the period of the leave of absence. Nothing herein shall preclude an employee from advancing the date of the beginning of leave of absence previously approved, providing notice is given to the superintendent two weeks prior to the beginning date so advanced. This two-week notice shall be waived in the event of proven emergency.
- C. If at any time during the term of pregnancy, the superintendent is of the opinion that such employee is unable to perform her duties satisfactorily by reason of said pregnancy, the superintendent may request such employee to furnish to him a certificate in writing by her physician that such employee is physically and mentally able to continue her service.
- D. A teacher adopting an infant child shall be entitled, upon request, to a leave of absence without pay, to commence at any time during the first year after receiving custody of said child or prior to receiving such custody, if necessary to fulfill the requirement of adoption.
- E.
 - 1. If the leave requested is for one year or less, the teacher returning to active employment after a parental leave shall be reinstated to the same grade level (at the elementary level) or area of certification (at the secondary level) within the same building held immediately prior to such leave. If that position no longer exists, the teacher will be assigned to a substantially equivalent position for which he/she holds valid certification. Title 1 tutors shall only be reinstated to their position if the position is funded for the succeeding year. For job-sharing teachers on a parental leave, reinstatement shall be as listed above to the same or a substantially equivalent position that is or may become available.
 - 2. If the leave requested is for more than one year, the teacher returning to active employment after a parental leave shall be reinstated to the assignment held

immediately prior to such leave unless the superintendent deems it in the best interest of the school system to reassign such teacher elsewhere. Any teacher so reassigned elsewhere shall be given the opportunity, upon request, for a personal conference with the superintendent and shall be released, upon written request to the superintendent, from his/her contract of employment.

- F Insurance benefits normally provided by the board shall be continued for a period not to exceed twelve weeks in accordance with the Family Medical Leave Act and, thereafter, during the period of leave at the expense of the teacher.
- G. Substitutes are excluded from this provision.
- H. An employee who has need of foster care leave or serious health care leave in the immediate family shall contact the superintendent. Provisions for foster care leave and serious health care leave shall comply with the provisions of P.L. 103.3, the Family and Medical Leave Act of 1993.

Associated with foster care leave and serious health condition leave in the immediate family, the board will pay hospitalization or other benefits for employees on the unpaid leave up to a maximum of 12 work weeks.

2.13 Peace Corps/Exchange Teacher Leave

A leave of absence without pay up to two (2) years will be granted to any teacher who joins the Peace Corps or VISTA or who serves as an exchange teacher and is a full-time participant in any of these programs. A teacher who serves as a Fulbright exchange teacher will continue to receive his regular salary from the board, according to the provisions of the Exchange Program. Upon return from such leave, a teacher will be considered as if he had been actively employed by the board during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

ARTICLE III

CONDITIONS OF EMPLOYMENT

3.01 Calendar and Length of School Day

A. Professional Development

1. The contract year shall not include more than one hundred eighty (180) days of instruction. Returning teachers shall have four (4) contract days for professional development, and teachers new to the system shall have five (5) contract days for professional development in addition to the 180 days of instruction.
2. The Professional Development Committee (“PDC”), consisting of the President of the ATA and six (6) representatives appointed by the President of the Association or his/her designee, the superintendent or his/her designee and five (5) representatives of the board and Administration, shall meet as determined by the PDC, in order to facilitate and enhance the provision of meaningful, coordinated professional development opportunities. The PDC shall annually elect a chairperson and regular minutes of all meetings of the Committee shall be kept and shared with all PDC members. All decisions/recommendations of the Committee shall be achieved by consensus (i.e., all represented parties on the committee shall agree with the decision/recommendation utilizing the interest-based criteria for consensus).
3. Professional development days will be organized as follows:
 - a. The first professional development day will be held prior to the first day of instruction. The second professional development day will be held on the first day of the second semester.
 - b. The first day program will include federal, state, and local mandated continuing education programs and/or goal-setting activities in consultation with the PDC, staff meetings, and two hours in the afternoon for teachers to work in their classrooms. The exception to this two (2) -hour period will be teachers who must attend special-need student conferences.
 - c. The second day programming will address targeted professional development needs for one half of the day, following consultation with the Professional Development Committee, as well as one half day of designated time for records management and/or other teacher-directed matters.
 - d. The third day of professional development will be individual teacher-directed activities outlined in 3.30, below.
 - e. The fourth staff professional development will be held on the day following the last student day.

- f. A new-teacher professional development day will be held prior to the first day of instruction.
 - g. For attendance at approved professional development workshops over the summer months or at other non-contractual times, teachers will be compensated at the rate of \$14.29 per hour.
- B. Teachers shall work a seven and one-half (7-1/2) hour work day, which includes a thirty (30) minute unpaid, duty-free lunch. In grades K-4, teachers shall arrive at least 15 minutes before classes begin and shall stay at least 15 minutes after classes end. Each building principal and staff may cooperatively develop a system to fit this flextime provision.
- C. Before the end of each school year, the building principal will inform the faculty what the tentative starting and ending times of the student day will be for the following school year.
- D. If there is a change in the starting and ending times of the student day during the summer, the superintendent will inform the staff in the first pay check in August.
- E. Three days' notice must be given for a faculty meeting.
- F. The scheduling of annual parent conferences shall be made following consultation between the ATA Building Representative(s) and the Building Administration. Schedules for the ensuing school year will be completed by March 1.
- G. In the event of inclement weather, the first consideration will be to use a delayed start.
- H. The number of permitted calamity days will follow state law and necessary make up days will be added to the end of the calendar year unless otherwise agreed to by the Board and the ATA.

3.02 Record-keeping

With the exception of workbooks, there shall be no record-keeping involvement for the teaching staff. All moneys shall be turned in to the school office before the close of the school day, but no later than fifteen minutes after the last class.

3.03 Promotion and Retention

Decisions concerning the promotion or retention of a pupil are made by the teacher or teachers and the principal after all persons, including the parents, are fully informed. (Deficiency notices for a single subject shall be construed as sufficient information to students and parents for the purpose of this section.) The decision made must consider what will best meet the developmental needs of the child. In addition, the passing or failing of any student in a single subject shall follow the guidelines in this paragraph.

3.04 Assignment of Aides

Elementary teacher aides and secondary monitors, if and where employed, shall be assigned such supervisory duties as: bus loading and unloading, recess, playground, traffic crossing, and lunchroom in the elementary schools; and bus loading and unloading, hall patrol, lunchrooms, study hall, restroom, and senior lounge in the secondary schools. No certified staff member shall be assigned these supervisory tasks unless aides are not available for assignment, or the master schedule cannot be completed without such assignment, or enrollment in a secondary subject area is low enough to free teachers in that subject area to assume a study hall responsibility. (In the last case, certified staff members will be assigned to study halls with the fewest students.)

3.05 Assignment of Teachers

- A. Teachers who choose to submit their preferences for grade level and or subject assignments to their principals and superintendent should do so, in writing, by March 15th.
- B. Building administrators shall make grade level and/or subject assignments by the last teacher workday for the current school year, in writing. After the last teacher workday, building administrators will make teachers aware of any changes in grade level and/or subject assignments as soon as possible.
- C. Any teacher reassigned after May 30th, as provided above, may be released from his/her contract upon application to the superintendent.
- D. If a teacher is assigned due to certification to a position he has not taught for over eight years, a refresher course in the area is required. The entire cost of this course will be reimbursed to the teacher within four weeks following presentation to the superintendent of the transcript showing satisfactory completion. Maximum payment will be the total cost of the course.
- E. Employment of Retired Certified Staff
 - 1. On occasion, it may benefit the educational process to employ certified/licensed staff, who have retired from full service. Retired staff members, already receiving benefits from S.T.R.S., may be employed to teach under a one-year limited contract. However, the board is not obligated to offer employment to any S.T.R.S. retiree.
 - 2. No S.T.R.S. retiree shall be employed to fill a position for which a teacher on the recall list is properly certified/licensed.
 - 3. Each reemployed S.T.R.S. retiree from Amherst shall be placed at her/his appropriate academic training column, but shall be placed at an experience step between 0 and 13 to be bargained by the administration with the individual Amherst S.T.R.S. retiree at the time of hiring.

4. The reemployed Amherst S.T.R.S. retiree shall be employed, in the first and in each subsequent year of reemployment, on a one-year limited contract. Each one-year limited contract shall automatically expire upon completion of the year and it is not necessary for the board to conduct evaluations in accordance with this Agreement or ORC 3319.111 or to take formal action to not re-employ the bargaining unit member pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract. Retirees may be evaluated at least once during the school year. However, any timelines and/or dates specified in this Agreement do not apply to the evaluation process for members employed under the terms of this Article.
5. For any subsequent years of re-employment, the retiree shall be advanced one experience step but shall continue on a one-year limited teaching contract during each possible year of re-employment following retirement. At the end of each year of re-employment, if the re-employed retiree is not interested in returning in that capacity for the following year, she/he is encouraged to advise the District in writing by March 15.
6. The re-employed Amherst S.T.R.S. retiree may participate fully in the health insurance program offered by the board, and shall pay the amount of monthly contribution required of other members of the Association's bargaining unit who participate in single or family health insurance coverage, as appropriate.
7. The re-employed Amherst retiree's seniority shall be computed without regard to her/his earlier service with the board but rather shall be calculated as if her/his initial employment began with her/his first year of re-employment status with the board.
8. Re-employed teachers are not eligible to participate in any future retirement incentive or severance pay.
9. The ATA President shall be informed of the terms and conditions of re-employment at the time of hiring of any re-employed Amherst S.T.R.S. retiree.
10. Subject to the foregoing and to be in compliance with Revised Code Section 3307.353, the re-employed retiree shall be deemed a member of the Association's bargaining unit effective with her/his initial year of re-employment service with the board.
11. Pursuant to the authority provided by ORC 4117.10, and the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede and replace the statutory law of Ohio pertaining to that issue. Also, the provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement.

3.06 Staff Reductions

When the board determines that staff reductions shall occur, the following procedure shall apply:

A. Seniority Lists

1. Each teacher in the Amherst schools shall be placed on the seniority list in areas for which he/she qualified by having taught in such area for one semester during the immediately preceding eight school years. Seniority shall be determined by the length of continuous service in the Amherst schools. Among those with the same length of continuous service, seniority shall be determined by:
 - a. The date of the board meeting at which the teacher was hired, and then by;
 - b. The length of continuous teaching service prior to employment in the Amherst schools, and then by;
 - c. Coin flip.
2. Length of continuous service will be interrupted and affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of his/her return.
3. If a teacher wishes to retain his/her position on the seniority list for an additional eight years, he/she must successfully complete a two-semester-hour (three-quarter-hour) refresher course in the required area anytime that he/she are still on the seniority list in that field. He/She may apply for tuition reimbursement (1.13).
4. Once a teacher is removed from the seniority list in an area due to not teaching in that area for eight school years and not taking a refresher course, he/she may not be placed on the list again until he/she once again teach in that area for at least one school semester.
5. If an opening in an area occurs for which a teacher is qualified and certified, but not on the seniority list, the teacher may apply for that position.
6. Teachers with secondary certificates will be placed on the seniority list in the subjects that they are teaching.

Teachers with elementary certificates hired prior to July 1, 1996 will be placed in the elementary section of the seniority list. Elementary teachers hired after July 1, 1996 will be placed in one of the elementary sections for which they qualify as follows:

- a. Teachers with elementary certificates/licenses, originally hired to teach in grades kindergarten through 4th shall be placed on the K-4 seniority list.
 - b. Teachers with elementary certificates/licenses originally hired to teach in grades 5th through 8th shall be placed on the 5th-8th grade seniority list.
7. Teachers will not be listed on two lists for one teaching assignment. Teachers who teach special subjects, i.e., special education, remedial reading, etc., and also have elementary certificates/licenses will be placed on the seniority list in the areas they are teaching only, and not on the elementary list as well, unless they taught in the elementary area for at least one semester during the immediately preceding eight school years or are hired or transferred into elementary education after August 1995 and shall carry their total seniority from special education onto the elementary education list. Inclusion team members will be on the seniority list at their hired positions.
 8. If, after being employed to fill an approved leave of absence or extended illness, a substitute teacher is subsequently hired as a regular teacher and continues service in the Amherst schools without interruption, that teacher's original hire date, for purposes of seniority, shall be the date on which he/she was hired for the substitute employment that initiated his/her continuous teaching service in the Amherst schools. (2.09D).
 9. Tutors and learning assistants do not accrue seniority on the teachers' seniority list. If a tutor or learning assistant is employed as a regular teacher, his/her seniority as a tutor or learning assistant does not carry over to the teachers' seniority list in Amherst service or other service.
 10. The seniority list described above shall be made available to the association president, the superintendent, and each building principal, annually, on or before February 1st. (3.06 D).

B. Attrition

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed on the basis of performance.

C. Suspension of Contracts

Except as provided in paragraph D below, reductions not achieved through attrition, will be made by suspending limited contracts of employment. In this section, “suspension” shall mean an “un-requested” leave of absence without pay.”

1. Before implementing a reduction in force by the suspension of limited contracts, the board shall give written notice to the association, through its president, of its intent to effect a reduction in force through the suspension of limited contracts. Within ten (10) days of receiving said notice, the association shall be given the

opportunity to address the board in an open meeting for the purpose of presenting its view on the proposed reduction-in-force list.

2. Except as otherwise required to comply with state and federal laws relating to employment decisions, limited contract teachers will be selected for retention or suspension in accordance with the recommendation of the superintendent, who shall give preference to teachers who have greater seniority as per section A. Teachers selected for suspension shall be placed upon a reduction-in-force list compiled from the seniority list described above, provided, however, that limited contract teachers whose contracts are not renewed for performance reasons shall not be placed on the reduction-in-force list.
3. A teacher whose name appears on the reduction-in-force list shall be offered reemployment when a position for which he/she is certified becomes available. A tutor or learning assistant will qualify for recall in his/her current area only.
4. Teachers on the reduction-in-force list shall be offered reemployment to positions for which they are qualified according to Section A in the order of seniority at the time they are suspended. If a vacancy occurs through accident, resignation, or approved leave of absence- for which a person on the recall list is qualified, that individual shall be recalled to the vacant position, except that such teacher need not be recalled until the beginning of the next semester. No new teacher shall be employed by the board while there are teachers on the reduction-in-force list who are qualified according to Section A for any open teaching position.
5. The board shall give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the board of any change in address. The teacher's address, as it appears on the board's record, shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer of reemployment in writing within fifteen (15) days, or within five (5) days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, said teacher shall be considered to have rejected said offer and shall be removed from the reduction-in-force list.
6. A teacher on the reduction-in-force list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following his/her suspension.
7. A teacher will remain on the reduction-in-force list for a period of twenty-six (26) months following his/her suspension. If a teacher on the reduction-in-force list accepts employment for a full school year with another school district, the teacher shall notify the superintendent immediately and will be removed from

the reduction-in-force list. After being removed from the reduction-in-force list, a teacher must make application for employment in accordance with established procedures if he/she desires to be considered for employment in the Amherst schools.

8. In the event of the need for reduction-in-force involving teachers with the same hiring date, a lottery will be held at the board office. A representative of the association will be present during the lottery.

D. Availability of Seniority and Reduction-in-Force Lists

The seniority list described above shall be made available to the association president, the superintendent, and each building principal, annually, on or before February 1st. The reduction-in-force list described above shall be made available to the association president, the superintendent, and each building principal on or before April 30th of any year in which it is implemented.

E. Suspension and Non-Renewal for Performance Reasons

Nothing contained herein shall abridge the board's right to non-renew a limited contract teacher for performance reasons or the right of the board to suspend contracts pursuant to Section 3319.17 of the Ohio Revised Code.

F. Title 1 Tutors

1. All Title 1 Tutors will be given a limited one-year contract and will be excluded from 4.02 of the negotiated agreement. Title 1 Tutors will annually be subject to reduction in force.
2. All Title 1 Tutors qualify for seniority on the tutor seniority list as Title 1 Tutors.
3. Recall of Title 1 Tutors shall be by 3.06 of the Negotiated Agreement.
4. Title 1 Tutors shall be evaluated once each school year using the Classroom Observation Form of the negotiated agreement.

G. Learning Assistant

1. All learning assistants will be given a limited one-year contract and will be excluded from 4.02 of the Negotiated Agreement. Learning Assistants will annually be subject to reduction-in-force.
2. All learning assistants qualify for seniority on the learning assistants' seniority list.
3. Recall of the learning assistants shall be by 3.06 of the Negotiated Agreement.

4. Learning assistants shall be evaluated once each school year using the Classroom Observation Form in the Negotiated Agreement.
5. Learning assistants do not accrue seniority on the teachers' seniority list. If a learning assistant is employed as a regular teacher, his/her seniority as a learning assistant does not carry over to the teachers' seniority list in the Amherst service or other service.
6. Learning assistants shall receive four minutes of planning time per hour worked per week in blocks of no less than twenty minutes.

H. Special Needs Paraprofessionals

1. All special needs paraprofessionals will be given a limited one year contract and will be excluded from 4.02 of the negotiated agreement. Special needs paraprofessionals will annually be subjected to reduction-in-force.
2. All special needs paraprofessionals qualify for seniority on the special needs paraprofessional seniority list.
3. Recall of the special needs paraprofessional shall be by 3.06 of the negotiated agreement.
4. Special needs paraprofessionals shall be evaluated once each school year using the Classroom Observation form in the negotiated agreement.
5. Special needs paraprofessionals do not accrue seniority on the teachers' seniority list. If a special needs paraprofessional is employed as a regular teacher, his/her seniority as a special needs paraprofessional does not carry over to the teachers' seniority list in the Amherst service or other service.
6. Special needs paraprofessionals shall receive four minutes of planning time per hour worked per week in blocks of no less than twenty minutes.

3.07 Vacancies and Transfers

- A. Definitions: A “vacancy” is defined as any newly created position or current position which the board intends to fill which has been vacated due to the resignation, retirement, or non-renewal/termination of a teacher or where a position has become open following reassignments. For purposes of this Section, a “day” refers to dates when the board offices are open for business.

1. Notice of Vacancies
 - a. During the school year, vacancies shall first be announced internally through the District website, by electronic mail to the District email account of all bargaining unit members and by posting in the school buildings. Teachers desiring consideration to fill the announced vacant positions shall have five

- (5) days from the date of the announcement to indicate their interest to the superintendent through a letter of intent (in lieu of an application). The vacancy notice shall clearly set forth a description of, and the qualifications for, the position, including duties, and salary.
- b. After five (5) days from date of the internal posting, the administration may determine to post the position externally.
 - c. In the absence of extenuating circumstances, no vacancy shall be filled until such vacancy shall have been posted for at least five (5) days.
 - d. During the summer months, announcements will be posted in the Central Office, through electronic mail and on the District website.
2. Posting of a vacancy shall not be construed as requiring the board to fill such a position, but as creating an opportunity for bargaining unit members to indicate an interest in transferring to such position.
3. Filling Vacancies
- a. Teachers who possess the proper certification/licensure for the vacant position who provide a letter of intent (in lieu of an application) will be given first consideration for the vacancy over any outside applicants. “First consideration” is defined to mean that the candidacy of interested qualified current teacher(s) will be reviewed prior to the decision of whether or not to consider of the candidacy of any outside applicants. Part-time teachers (including all tutors) will be given interviews, when requested, for potential full-time positions in February or March. Postings for these potential positions will be made.
 - b. In filling such vacancy, consideration shall be given to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In addition, current teachers will be provided with a preference over outside candidate(s) in those circumstances when, in the determination of the Administration, the qualifications of such outside candidate(s) under consideration and those of the current teacher applicant(s) are deemed to be equal. In those instances, the successful applicant(s) will be selected from among internal candidates. No part of this Section shall be construed to mean that seniority is the main consideration for employment or advancement. Assignments and/or hiring decisions will be made without regard to sex, race, creed, or color.
 - c. Any teacher who is interviewed and denied the opportunity to fill a vacancy may request an explanation from the superintendent/designee.
 - d. Part-time teachers (including all tutors) will be given interviews, when requested, for potential full-time positions in February or March.

4. Any vacancy arising after July 31st will be posted but may be filled by a long-term substitute following the superintendent's consultation with the Association President. If filled by a long-term substitute, the position will be posted in advance of the following school year.

B. Involuntary Transfers

1. Transfers are routinely made on a voluntary basis. However, the educational needs of the District may require that involuntary transfers be made.
2. In making involuntary transfers, the interests of the individual teachers affected will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the District, buildings, and the pupils.
3. No assignment of new teachers shall be made until all pending written requests submitted to the superintendent for the stated reassignment or transfers have been given due consideration.
4. If the affected teacher so elects, involuntary transfers will only be made after a conference between the teacher, principal, and/or superintendent/designee where the basis for the transfer will be stated.
5. This Section refers to involuntary reassignments from one building, grade level, and/or area of certification/licensure to another.
6. Any teacher involuntarily transferred for reasons relating to changes in enrollment will be given priority for transfers returning to his/her prior position.
7. When it is necessary to transfer a teacher due to a reduction in force for decreased enrollment, that teacher shall be given priority in reassignment as per 3.06.

3.08 Academic Freedom

- A. The board and the association agree that effective teaching is best promoted when each teacher is free to pursue, in his/her class, the most effective teaching possible within the accepted and established educational program of the Amherst schools.
- B. Academic freedom shall be guaranteed to students, and no arbitrary limitations shall be placed by teachers upon the study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, when pursued in accordance with board policy, rules and regulations, board-adopted courses of study, and administrative approval.
- C. The board shall encourage full freedom, within the law of inquiry, teaching, and research. In the exercise of this freedom, the faculty member may discuss

controversial issues within his/her own specialization at a level of sophistication appropriate to the maturity of the pupils. Such issues should be identified as controversial, and all sides presented fairly and objectively. In his/her role as a citizen, the faculty member has the same freedom as other citizens.

- D. The nature of American democracy demands that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues, which are within their intellectual grasp and are under current debate in our society.
- E. The presence and/or use of any communications device during the meeting of a class shall be subject to the permission of the teacher.

3.09 Counselor-Client Confidentiality

In order to preserve the counselor-client position concerning the confidentiality of a relationship, the board and the administration will respect the confidentiality of a counselor-client relationship.

3.10 Political Rights

- A. A teacher may seek or become involved in political activities of his/her choice.
- B. Teachers who participate in political activities shall not use their classrooms or their students to promote any cause, and shall engage in such political activity independent of the schools and at times outside the regular Amherst school workday.
- C. No restrictions may be imposed on the right to declare personal beliefs, opinions, or attitudes publicly, except as provided in 3.08, "Academic Freedom."
- D. No teacher shall suffer reprisal or recrimination for exercising his/her political rights.

3.11 Personnel File Rights

- A. A teacher shall be permitted to inspect all the contents of his/her personnel file, with the exception of references and college placement materials.
- B. Any subjective material not shown to a teacher within thirty (30) days after receipt or composition shall not be allowed as evidence in any disciplinary action against a teacher.
- C. No evaluation, correspondence, or other material making subjective reference to a teacher's competence, character, or manner shall be kept or placed on file without the teacher's knowledge and opportunity to attach his/her own comments. Derogatory statements from nonprofessional sources shall not be included in any file.

- D. If a member of the public requests to inspect the personnel file of any teacher, the teacher shall be provided with notification of the public records examination and the identity of the person, if known, inspecting the personnel file. Nothing herein shall prevent the District from complying with the requirements of the Ohio Public Records Law (Ohio Revised Code Section 149.43).
- E. Any information being added to said employee's personnel file will require notification of said employee. Only the superintendent or said designee may place information in said file.
- F. If the employee disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, he/she may request that the school district investigate the current status of the information within a reasonable time of receiving the request. The school district must make a reasonable investigation to determine if the disputed information applies to the provision of the law. (See 13.47 of the Ohio Revised Code).
- G. Any member of the bargaining unit may place pertinent documentation in his/her file by requesting the superintendent to do so.

3.12 Lesson Preparations

No secondary teacher shall have more than three (3) lesson preparations.

3.13 Transient Teachers

- A. Teachers of elementary art, music, and physical education shall plan cooperatively with the building administrator(s) to arrange an appropriate number of minutes per week of planning and preparation time. A major portion of this time shall be scheduled either before or after student hours.
- B. Teachers who teach in both elementary and secondary buildings shall plan cooperatively with building administrator(s) to arrange an appropriate number of minutes per week of planning and preparation time.
- C. Transient teachers shall be reimbursed at the IRS standard mileage rate when they are required to be at more than one building in the same school day. All payments under this section are subject to the approval of the superintendent.
- D. Annually, during the month of March, the following persons shall meet to review the efficient use of personnel, building assignments for the succeeding year, and student contact time: the association president; elementary building representatives; elementary art, music, and physical education teachers; elementary principals; and the superintendent or his designee.

3.14 Tutor/Paraprofessional Planning Time

Tutors/Paraprofessionals shall receive four minutes of paid planning time per hour worked per week in blocks of no less than twenty minutes. (Example: 25 hours of work per week = 100 minutes of paid planning time per week.)

3.15 Telephones for Teacher Use

- A. There shall be a telephone provided for teachers' use in each school building. This telephone shall be located in such a place as to insure privacy and shall be made available for teachers' use at all times during the school day.
- B. In those schools where sufficient phones are in existence, there shall be a time schedule given to each teacher at the beginning of the school year as to what phones will be available during any given time of the school day.

3.16 Equipment Use and Repair

- A. Upon request, a typewriter or computer with printer shall be made available for the direct use of the teachers in any work area.
- B. Teachers shall immediately report and principals shall, within ten (10) days, arrange for the repair of equipment under their supervision. See appendix for form.

3.17 Class Size

- A. The board of education will work to limit class sizes, considering the availability of funds, space and other needs of the district. The board also recognizes that the number of students impacts the workload of teachers, so additional compensation will be provided when the teacher's-student load reaches to following limits:
 - 1. If the homeroom class size in grades K-3 goes over 28 students, the teacher will be paid a stipend of \$250 per semester for each student over 28.
 - 2. If the homeroom class size in grades 4-6 goes over 30 students, the teacher will be paid a stipend of \$250 per semester for each student over 30.
 - 3. In grades 7-8 core curriculum courses (math, science, social studies, and English), if the average class size of the core team is over 30, the teacher will be paid a stipend of \$250 per semester for every whole number over the average. If the number of students per section in a foreign language course is over 30, the teacher will be paid a stipend of \$250 per semester for each student over 30.
 - 4. In grades 9-12, if the number of students per section in core curriculum, or in foreign language or health courses is over 30, the teacher will be paid a stipend of \$250 per semester for each student over 30.

5. The calculation of the number of students referred to in previous sections 1, 2, 3, and 4 will be made at the midpoint of each semester. The number shall be agreed upon by the building administrator and ATA representative in that building.
- B. Students shall not be placed in any classroom in larger numbers than the teaching facilities or available stations will allow. Nor shall they be placed in a classroom unless: a) they have adequate equipment; b) they can be safely supervised; and c) they are placed in arrangements suitable to the subject being taught.
- C. There shall be displayed in each teacher workroom a publication noting the class size of each teacher, with subjects and grade identification, for the entire system. This shall be completed by the end of the first grading period.

3.18 Notice of Schedule Changes

Staff shall be given three (3) days notice for planned activities, such as tests, assemblies, and special programs that will change the daily class schedule.

Staff will be given at least one complete workday notice, except for emergency situations, for any other activity, which would disrupt classes.

In the event of an emergency, administrators will make an effort to involve appropriate bargaining unit members.

At the request of ATA, the building principal and building representatives will evaluate the use of the emergency option within one week.

3.19 Planning/Conference Time PreK-6

Planning/conference time for regular classroom teachers in grades Pre-School - 6 shall include any time, exclusive of the thirty (30) -minute lunch, which a teacher is not assigned responsibility for students. The minimum amount of time for planning/conference time shall be four hundred twenty-five (425) minutes per five (5) day week, which includes a minimum of two hundred (200) minutes of scheduled time within the student day. Loss of said time due to special programs or unusual circumstances may not be replaced.

3.20 Curricular Materials

- A. Textbooks shall be brought up to date with new adoptions or new editions upon the recommendation of textbook committees who will make recommendations to the superintendent as funds are available.
- B. In the interests of the more satisfactory, economical, and efficient means of ordering textbooks and supplies, teachers shall be consulted when any change in a request is made. Specifically, a cut, cancellation, or change in company shall be discussed with the faculty before such change is made. In a purchase of supplies,

there shall be no conflict with central purchasing procedure. Teachers shall be notified when a change must be made.

- C. In any textbook adoption, each student shall be provided with the textbook as long as the adoption on its face calls for one book per student. The recommendation, shall be made to the board by the textbook committee. All texts in one section shall be of the same edition whenever feasible, as long as the uniform use of the same edition does not interfere with innovative or accepted techniques of instruction.
- D. Reception of Complaints to Curricular Materials

A complainant shall discuss the objections with the building principal and teacher, to determine the general nature of the objection. If the complainant is not satisfied, he/she may file a complaint in writing. See appendix for form.

3.21 Summer School

- A. Teaching positions in summer school will, to the extent possible, be filled first by regularly appointed teachers in the Amherst schools. Those summer school teachers who have taught in Amherst summer school most recently and have received good summer school evaluations shall be given preference in hiring.
- B. In filling teaching positions, consideration will be given to a teacher's area of competence, major or minor fields of study, quality of teaching performance, attendance records and certification.
- C. A summer school teacher shall have access to audiovisual aids and other supplementary materials that would normally be available during the regular school year.
- D. If a summer school teacher must use his/her car within Lorain County for necessary business connected with summer school, he/she will be reimbursed at the IRS standard mileage rate.
- E. The summer school program shall at least meet the state minimum standards, except that noncredit courses may be offered without restriction.
- F. In the summer school program, English classes shall be limited to twenty-three (23) students and all other classes, except driver education classes, shall be limited to twenty-nine (29) students.
- G. One (1) step on the salary schedule shall be granted when six hundred (600) summer school student contact hours are earned by the teacher.
- H. All summer school teachers shall receive a minimum of five (5) minutes of paid planning time per hour worked per day.

3.22 Evaluations and Recommendations by Teachers

No classroom teacher shall be asked to make a written evaluation or recommendation either for or against the hiring or rehiring of another classroom teacher related to his/her regular classroom teaching contract. (This item does not relate to extra-duty assignments involving supplemental teaching contracts). When observations, evaluations, and the reemployment of teachers in extra-duty activities are concerned, only the procedure specified in 4.04 D of the negotiated agreement shall be followed.

3.23 Observation and Evaluation in the Amherst Schools

- A. All certified/licensed staff shall be evaluated at least one time per school year, except under the conditions provided in 3.24.

All certified/licensed staff on continuing contracts shall be evaluated at least one time every three (3) years, except under the conditions provided in 3.24.

For each evaluation, there will be no less than two (2) classroom observations. Classroom observations shall be for a minimum of thirty (30) consecutive minutes.

Limited contract teachers in their first two years of employment will be evaluated twice per year. The first evaluation shall be conducted and completed no later than the 15th day of January and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the 25th day of January. The second evaluation shall be conducted and completed between the 10th day of February and the 1st day of April and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the 10th day of April.

All other limited contract teachers will receive one evaluation to be completed no later than the 10th day of April, except that limited contract teachers in their third year and those up for continuing contract will be provided two evaluations on the same basis as teachers in their first two years of employment at the request of either the evaluator or the teacher. Such request will be made no later than April 10th of the limited contract teacher's second year.

In a year of evaluation, continuing contract teachers will receive one evaluation to be completed no later than the 10th day of April.

The evaluator shall provide the teacher with at least one day's notice, but no more than four days' notice prior to a classroom observation. By mutual agreement, the evaluator and teacher may waive the requirement for one day's notice.

Each written evaluation will include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

- B. A follow-up conference will be held within one week following an observation. One copy of the observation form shall be given to the teacher, one copy to the principal and one copy to the superintendent. The teacher has the opportunity to read and sign the observation form and make written comments.
- C. In the event that the teacher feels that the remarks or observations were unfair or did not reflect the quality of his/her performance, either party may request an additional observation by the superintendent. Such observations shall be given equal value and the same standards, criteria, and forms shall be used. This observation must be followed by a conference within thirty (30) school days.
- D. Formal observations shall be carried on with the full knowledge of the teacher.
- E. To provide background information, the principal or the evaluator shall meet with the teachers by the end of September, before any evaluation procedures are initiated.
- F. The appraisal process is tailored to the individual and eliminates comparison of one person's performance with that of another.
- G. The principal or evaluator will give the teacher the completed evaluation form by the dates set forth above.
- H. The principal will keep a copy of the evaluation and will give copies to the teacher and the superintendent.
- I. A teacher who is assigned to more than one building, may be evaluated by the principal or evaluator of each building to which he/she is assigned.
- J. See the appendix for the following forms: Classroom Observation; Evaluation (teacher, guidance counselor, school psychologist, paraprofessional, speech/language pathologist, and occupational therapist), Self-Evaluation, and Instructional Improvement Program: Personnel Performance Appraisal.
- K. Self-evaluations for all certified staff on limited contracts will be required every year. The self-evaluation would be completed and shared with the administrator at the first post-observation conference unless there would be a specific problem that needed to be addressed. The administrator would have the opportunity to request subsequent self-evaluations as deemed necessary and beneficial. Improvement goals could be established before subsequent observations take place.

Self-evaluations for all certified staff on continuing contracts will be required every year and must be signed off by the building administrator by October 15.

The employee will make the decision to have their self-evaluation become part of their permanent record.

L. Appraisal Review Committee (ARC)

The parties agree to an ongoing, collaborative and comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Appraisal Review Committee (ARC) will be formed with four (4) members appointed by the Association and three (3) administrators appointed by the superintendent, in addition to the superintendent or his/her designee, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the board and Association for the adoption of improvements to the evaluation process and/or any corresponding evaluation instrument(s). The ARC shall be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. The parties agree that an initial review of the current evaluation process and recommended changes, if any, will be completed no later than the beginning of the second year of this Agreement. Changes recommended by the ARC will not become a part of this Agreement unless adopted by the board and approved by the Association. The ARC will meet no less than four (4) times per year or as otherwise determined by the Committee.

M. Superseding Statute

The evaluation procedures set forth herein shall supersede and replace the procedures contained in Ohio Revised Code Section 3319.111.

3.24 Peer Coaching

- A. Peer coaching will be developed in all buildings. (The building principals who have experience with peer coaching will facilitate the development of this program by assisting the other building principals in the development of their programs.) Peer coaching groups will be composed of teachers who:
1. Are recommended by their principals;
 2. Attend “Components of Professional Practice” training or an administratively approved equivalent; and
 3. Successful completion of peer coaching training.
- B. Teachers who meet these qualifications and agree to become participants in the peer coaching program will work cooperatively with other participants and the administrator to develop the program for professional growth. When necessary, the building administrator will facilitate the scheduling of released time for classroom observations. Released time will not be granted for other meetings (pre-conference, post-conference, planning, evaluation) related to the peer coaching program.
- C. A teacher who elects to participate in the peer coaching professional development program will be excluded from the observation and evaluation procedures outlined in paragraphs A-H of section 3.23 for a period of up to three years. At the

conclusion of this period, the teacher will be observed and evaluated as outlined in paragraphs A-H of section 3.23 for a minimum of one school year.

- D. Any time during the peer coaching program the participant may elect to withdraw and follow the observation/evaluation procedures A-H of this section. All data collected during any peer coaching session will be the sole property of the person being coached.

3.25 Entry-Year/Mentorship Program

- A. “Entry-year program” means a program of support provided by a school district pursuant to Ohio Revised Code 3301-22-02 to meet the unique needs of an individual in the first year of employment under a classroom teaching certificate/license or an educational personnel certificate.
- B. “Mentor” means a person assigned to provide professional support to an individual in the first year of employment under a classroom teaching certificate/license or an educational personnel certificate.
- C. The selection of mentors will be based on interviews, willingness to serve, and the following eligibility requirements:
 - 1. Experience and certification appropriate to the assignment of the entry-year person or persons; and
 - 2. Knowledge, skills, attitudes, and values deemed essential for becoming an effective mentor.
- D. Mentorship positions will be posted in accordance with Section 3.07 A of the negotiated agreement. Mentors will be given released time as needed and approved by the building principal or superintendent. Mentors will be reimbursed as per their position on the extra-duty salary schedule.
- E. Mentors will assist their assigned entry-level teachers in: acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and instructional resources available for such implementation; management tasks identified as especially difficult for entry-year classroom teachers; and the improvement of instructional and classroom management skills.

3.26 Students With Special Needs

- A. The association and the board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties

acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.

- B. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:
1. The education benefits both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
 2. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g., unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
 3. The cost of necessary supplementary services.
- C. Any teacher involved in educating a student who is being served under an IEP or 504 plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development (where possible), implementation or revision of that plan. The IEP/504 plan will designate the individual to whom the teacher should go to discuss questions and concerns related to subsection B2, above, or seek revisions or interventions.
- D. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; the District will be proactive in:
1. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;
 2. Providing in-service training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment.
 3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
 4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

- E. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students.
- F. Specialized Health Care Procedures
 - 1. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the child.
 - 2. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student, unless otherwise required by the terms of the students IEP and/or 504 plan.
- G. Any issues relating to:
 - 1. a student's eligibility for special education or accommodations under the IDEA or Section 504;
 - 2. the contents or appropriateness of a student's IEP/504 plan; or
 - 3. the student's placement;are not grievable.
- H. Review of Student Placement: A teacher who is to implement any part of an IEP and who has reason to believe that the student's placement is inappropriate may request an IEP team meeting.
- I. There shall be no more than 12 I.E.P. learning disability and/or developmentally handicapped students within a regular classroom. An inclusion team may agree by consensus to combine groups for instruction.
- J. Special Education Waivers: The President of the Association will be notified at any time special education class enrollments or intervention specialist or other service provider ratios reach 80% of state maximums.

3.27 Use of Tobacco Products

Use or consumption of tobacco products is forbidden in school buildings in accordance with federal law.

3.28 Safety

- A. It is the intent of the board to provide an atmosphere for school that is healthy, safe, and sanitary for all employees. Concerns about safety, health, and sanitation must be directed to the immediate supervisor or the superintendent, by the employee, as soon as the problem is noted. In non-emergency situations it is recommended that the notification be given in writing.
- B. No employee shall be in any way discriminated against as a result of reporting any true condition regarding safety, health, and sanitation. Falsification of any safety, health, or sanitation report may result in disciplinary action.

3.29 Local Professional Development Committee

- A. For purposes of this section a teacher is defined as an individual who is employed under a teaching certificate/license.
- B.
 - 1. Structure - The Amherst Schools Professional Development Committee (ASPDC) shall be two separate committees:
 - a. One committee shall work with employees certified/licensed who are employed to teach/serve in grades K-6.
 - b. One committee shall work with employees certified/licensed who are employed to teach/serve in grades 7-12.
 - 2. The LPDC shall develop and modify as necessary the Amherst Schools Professional Development Committee Handbook.
- C. Size and Composition
 - 1. The Amherst Schools' Professional Development Committee shall be composed of four (4) teachers (grades K-6) and three (3) teachers (grades 7-12), appointed by the ATA president, who are members of the legally recognized bargaining unit and/or certified/licensed.
 - 2. Each committee shall have one building principal appointed by the superintendent who is certified/licensed to serve at the appropriate grade level. The sixth individual of the K-6 committee and the 5th individual of the 7-12 committee may be an administrator, school board member, community member, or any individual selected by the superintendent.
 - 3. Length of term:
 - All terms shall be three (3) years.

- D. It is further agreed that any discussion concerning compensation for teachers who elect to use CEUs (Continuing Education Units), PDUs (Professional Development Units) or any other form of credit shall be the responsibility of the Amherst Teachers Association and the Amherst Board of Education.

3.30 Teacher Directed Professional Development (Third In-Service Day)

- A. The third in-service day shall be self-directed and teachers are required to meet the following annual professional development obligations:
1. Teachers shall attend a minimum of seven (7) hours of teacher directed professional development in-service prior to May 1. All expenses for the 7 hours of teacher directed professional development in-service shall be paid by the teacher. Newly hired teachers employed prior to September 30 must meet the May 1 deadline in their initial year of employment. Teachers employed after September 30 must complete a prorated number of hours commensurate with his/her date of hire prior to the May 1 deadline.
 2. The third teacher directed professional development in-service day is mandatory and replaces the option of a third scheduled work day. As such, these programs must be scheduled outside normal school hours, have a student and instructional focus and may address the Continuous Improvement Plan of the building or district.
 3. Teacher directed professional development in-service hours may begin being credited the first day of each new calendar year and end the last day of each calendar year.
 4. Teachers must have prior approval from the Local Professional Development Committee to receive credit for teacher directed professional development in-service hours. Documentation certifying the completion of approved teacher directed professional development in-service hours must be submitted to the LPDC. See appendix for forms. Courses may be taken to receive CEUs for the purpose of certification or licensure renewal. HOWEVER, no coursework will be accepted which the teacher is taking in order to move on the salary index.
 5. Failure to complete the required hours by that date will result in the loss of a day's pay. The superintendent may override the deduct day due to extenuating circumstances.
 6. Teachers who receive prior approval from the LPDC and superintendent to direct workshops, shall receive alternative in-service credit hours and be compensated at the hourly rate of \$28.58.
 7. Teachers who have met their requirement may bank up to seven (7) hours toward the next year's requirement. Credit may not be earned more than one school year in advance.

3.31 Criminal History Record Check (As Required by R.C. 3319.39)

Prior to making any offer of employment to a new applicant for a professional staff position, whether it be full-time or part-time employment, the prospective employee may submit or ask the District to obtain from the Bureau of Criminal Identification and Investigation (BCII), the results of a criminal history record check conducted by BCII providing the application is within twelve months of the date the check is done. A set of fingerprints on an authorized format as prescribed by the BCII will also be submitted to the FBI for criminal history information.

Any current licensed professional staff member shall be required to undergo a BCII/FBI criminal record check upon renewal of any license, certificate or permit. In the case of a professional staff member holding a permanent teaching certificate, such criminal check shall occur no less than every five years.

All information received from the records check shall be kept confidential by the person receiving the report and is to be shared only with the superintendent. If the prospective employee is subsequently employed, the record check shall be kept in his/her confidential file.

The board will contract BCII/FBI background check services for certified/licensed staff as required by the Ohio Revised Code. Each certified/licensed employee will be responsible for paying the cost of the background check when completed at the site of the contract service provider.

If the contract service provider offers, as part of the contract, a program to conduct background checks in the Amherst School District, the board will schedule sessions as necessary and pay for any additional costs incurred.

ARTICLE IV

CONTRACTS AND PAYMENT PROCEDURES

4.01 Contract Information

- A. All contracts issued by the board shall contain the following information:
1. Name of teacher, school district and board; and
 2. Designation as “one-year limited,” “two-year limited,” “continuing” contract, or “substitute for leave of absence”; and
 3. Date and signature.

B. Annual Compensation

The annual compensation will be indicated for the first year of the contract only. Compensation for subsequent years within the term of the contract shall be contained in an annual salary notice.

C. Training and Experience Increment

Placement on the training and experience index will be indicated for the first year of the contract only. Such placement for subsequent years within the term of the contract shall be contained in an annual salary notice.

D. Contract Days

The number of contract days will be indicated for the first year of the contract only. Contract days for subsequent years within the term of the contract shall be contained in an annual salary notice.

4.02 Length of Contract

- A. A teacher new to the Amherst schools will serve on a one-year contract until three years of continuous and current service are completed; thereafter, two-year limited contracts will be given until a person qualifies for continuing contract status.
- B. Continuing Contract: Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the superintendent, by September 15 of the school year in which the teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility either:
1. A Professional, Permanent or Life teacher’s certificate issued upon application submitted to the State board of Education prior to September 1, 1998 or

renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or

2. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
 - a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
 - b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
3. The March 1 deadline for either option listed above in lines 1 and 2 will be deemed satisfied if the teacher provides verification on or before that date that necessary coursework has been satisfactorily completed and/or that licensure information sufficient to meet these requirements has been submitted to the Ohio Department of Education.

The teacher must have taught for at least three of the last five years in the Amherst Exempted Village School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Amherst Exempted Village School District in order to be eligible for tenure, unless upon recommendation of the superintendent and approval of the board of Education tenure is approved prior to the expiration of this two-year period.

C. Extended Limited Contract

If a teacher is eligible for a continuing contract, and has not previously attained continuing contract status elsewhere, the superintendent may recommend that the board reemploy the member pursuant to an extended limited contract for a term not to exceed two years. If the superintendent intends to make such a recommendation to the board, he/she will notify the member and the Association President in writing of same at least ten (10) days prior to the board meeting at which the recommendation will be considered. If the board accepts the superintendent's recommendation, the bargaining unit member will be notified of same by April 30. In addition, prior to the end of the school year the superintendent will provide the member with a plan of improvement that sets forth the reasons why he/she recommended an extended limited contract and suggestions directed at the member's professional improvement. If the board rejects the superintendent's recommendation for an extended limited contract, the member will be considered non-renewed at the expiration of his/her current contract, provided the member receives notice of the board's action by April 30. This provision expressly

supersedes and replaces the procedures contained in O.R.C. 3319.11 concerning the issuance of an extended limited contract.

4.03 Fair Dismissal

A. Non-Renewal

Any limited contract teacher whose contract is to be recommended for non-renewal by the superintendent shall be given written reasons and an opportunity for a conference with the superintendent. If the superintendent thereafter indicates his/her intention to proceed with a non-renewal recommendation, a teacher and his/her representative(s) may meet with the board in executive session to discuss the recommended non-renewal prior to formal board action. If the board acts to non-renew a limited contract teacher, written notice must be provided to the teacher on or before April 30. Thereafter, the teacher may challenge the non-renewal in accordance with the provisions of 3319.11(G). To the extent this process otherwise varies from those set forth in R.C. 3319.11, the parties agree that this provision supersedes and replaces that statute.

- B. If and when a prospective teacher is being considered for employment to serve in a position held by a teacher on leave, that teacher shall be informed in writing during the final interview prior to employment that such is the case. This statement will be signed and returned with the contract. The administration will communicate in writing to the replacement teacher any decisions of the teacher on leave concerning his/her return to teaching, when this information becomes available to the superintendent.

C. Teacher Termination – Continuing Contract Teachers

The continuing contract of a teacher in the Amherst schools may not be terminated except for violations of reasonable regulations of the board; for other good and just cause or for unsatisfactory teaching performance. All terminations shall be accomplished in accordance with the procedures established in revised code sections 3319.16 and 3319.161. The referee shall apply the grounds above set forth in place of those specified in R.C. 3319.16 which is hereby superseded by the parties to the extent that those grounds differ from that statute.

1. "Unsatisfactory teaching performance" is a performance pattern evidencing the failure of a teacher to remedy a deficiency or deficiencies identified in the evaluations process set forth in section D below where such deficiency or deficiencies demonstrate that the teacher is ineffective in the performance of assigned teaching duties, exclusive of supplemental contract duties.
2. (a) Before acting to terminate any teacher's contract for unsatisfactory teaching performance, the board shall comply with the process set forth in section D below. The procedures set forth in section D below will be

followed only in instances where a termination for unsatisfactory teaching performance is contemplated.

- (b) Before presenting a recommendation to the board for termination of a teaching contract for unsatisfactory teaching performance, the superintendent, upon the recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:
 - (1) The specific deficiency or deficiencies identified in the process set forth in section D below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and
 - (2) The process prescribed and recommended pursuant to section D to correct specific deficiency or deficiencies identified.
- D. When the Administration has identified concerns with the teacher's performance such that a termination for unsatisfactory teaching performance is contemplated, the teacher will be so advised in writing. The teacher may request that a copy of this notice be provided to the association president. The following procedure will be followed:
- 1. Method of Appraisal and/or Evaluation:
 - (a) The program of professional staff appraisal and/or evaluation will be accomplished using the observation and evaluation instruments in the appendix.
 - (b) The program of professional staff appraisal and/or evaluation consists of observations of the teacher's performance of assigned teaching duties, exclusive of supplemental contract responsibilities. To be employed in a termination procedure for unsatisfactory teaching performance, such appraisals and/or observations must be written and shared with the teacher.
 - (c) Classroom observations will be conducted only by the teacher's principal or by an administrator. Only administrative personnel such as the principal, assistant principal, superintendent, or director of special education may complete evaluations or observations.
 - (d) In the event of a substantive disagreement between the teacher and the evaluator, which arises pursuant to this evaluation program, such disagreement shall be submitted to the superintendent or his designee. Upon the request of the teacher, a different administrator shall be included in the evaluation program.

2. Frequency of Observations:

- (a) Before the board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting a minimum of three times in three different months within the past twelve calendar months.
- (b) No more than four observations during a semester will be conducted, unless the individual teacher and the evaluator agree upon additional observations.

3. Report of Observations:

- (a) A copy of the written report(s) of the observations will be given to and discussed with the teacher in a conference conducted within five (5) school days following the observation(s).
- (b) During the conference, any observation(s), which is reflected in the written report(s) will be discussed with the teacher. If the teacher is not satisfied with the written report and conference, then the teacher may request another conference and subsequent written report of the conference with the observer and another district administrator. If the teacher requests an additional conference and is to be accompanied by another person to that conference, then the observer is entitled to have another administrator in attendance.
- (c) By signing copies of the written report, a teacher acknowledges only that the teacher has read and received a copy of the report.
- (d) The teacher shall be given the opportunity to submit a written response to the report, which response will be placed in the teacher's personnel file. This response will be made within five (5) school days from receipt of the report and will be attached to the original report.
- (e) A copy of the written observation and/or evaluations, along with any teacher response, will be filed with the superintendent's office within ten (10) school days after the teacher's receipt of the report.
- (f) The evaluation documents and any teacher responses, a full record of the recommendations for improvement made to the individual teacher, the assistance suggested and offered to the individual teacher, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for each individual.

4. Teacher Rights and Obligations To Demonstrate Improvement:

- (a) After reading and discussing the written appraisal or evaluation with the appraiser or evaluator, the teacher will be given specific and detailed suggestions and recommendations regarding means to improve performance and offered specific assistance to obtain such improvement. It shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, a teacher of his/her choice may be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.
- (b) Following development of the written plan, the principal is responsible for offering specific assistance in accordance with the plan to the teacher in the implementation of the plan. The teacher is responsible for implementation of the provisions of the written plan, which are designed to improve his/her performance and is responsible for maintaining his/her teaching performance at acceptable levels.
- (c) The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than three months, to correct the specified deficiencies. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.
- (d) If, after the implementation of such written plans on two (2) separate occasions, the teacher has not achieved the desired goal, then the principal may recommend to the superintendent termination of contract for unsatisfactory teaching performance.
- (e) Following such recommendations, the superintendent shall convene a meeting involving the principal, other administrators involved in the evaluation process, the teacher, and a representative of the teacher's choice, which may include another local teacher or the uni-serv consultant. The superintendent shall be advised of the teacher's intent to involve the uni-serv consultant, and if such consultant will be in attendance, the board retains the right to involve a representative of its choice.
- (f) Any grievance filed pertaining to this article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein. Decisions and reasons in support of a teacher's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to teaching performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance

procedure may not be employed to challenge a termination decision taken in accordance with the procedures set forth in revised code sections 3319.16 and 3319.161. However, any termination decision may be appealed to the courts as provided by law.

E. Superseding Statute

To the extent the provisions of this Section (4.03) differ or conflict with Ohio Revised Code Sections 3319.11 or 3319.16, the parties hereby expressly agree that this Section will supersede and replace those statutes.

4.04 Extra-Duty Positions

- A. All extra-duty positions shall be included in the extra-duty salary schedule and must be listed as percentages of the base salary with the standard increments for experience.
- B. All extra-duty positions will be automatically non-renewed.
- C. Adjustments in the extra-duty salary schedule must be submitted to negotiations by either the board or the association.
- D. In considering reemployment of a person in an extra-duty activity, a determined effort should be made by the immediate supervisor to advise the person of strengths and shortcomings so that the person will have an opportunity to improve them. A written report shall be submitted by the principal concerning reemployment. The superintendent shall review before the board the steps taken and shall then make a recommendation concerning the reemployment of the individual. The board will then be in a position to make its decision.
- E. Any person who is hired as head coach or advisor in an activity shall be placed on the extra-duty salary schedule in such a way as to be paid at least one percent more than the individual was paid as an assistant in that same activity within the system.
- F. An Amherst extra-duty employee promoted to the next higher level in the same activity will be credited, as the employee begins serving in the new position, with the experience increments earned at the previous level. If an extra-duty employee is promoted two or more levels from one year to the next in a given activity, the employee shall be credited with experience increments at the discretion of the superintendent.
- G. Any person who is employed on an extra-duty contact and who has experience in the same activity from another school system shall be given one-half (1/2) of any years' experience credit on the extra-duty scale for the same activity. It shall be the responsibility of the employee to document outside extra-duty experience.

4.05 Extended Service

- A. The library coordinator shall be given two (2) weeks of extended service per year; the junior high school librarian shall be given two (2) weeks of extended service, and four (4) weeks of extended service, shall be assigned by the superintendent after consultation with the library coordinator, subject to the approval of the board.
- B. The high school counselors shall be given fifteen (15) days each of extended service. The junior high counselors shall be given twelve (12) days each of extended service.
- C. The superintendent or his designee and the association president or his designee will continue to evaluate requirements related to extensive curriculum planning and/or revision and make appropriate recommendations related to extended service payments.
- D. Classroom teachers requested by an administrator to work outside their 184 or 185 contracted days shall be compensated up to three days at a rate of \$100.00 per day. Article 4.05D does not apply to evening activities during the 184 or 185 contracted days, extra-duty contracts, summer school contracts, extended service days, and/or discretionary fund activities.
- E. For the purposes of writing IEP's, intervention specialists/special education tutors shall receive two days of released time. Teachers/tutors eligible for the release time may choose either to be paid for two days at \$100 per day (total \$200), or take the two days as released time, but may not combine pay and release time options.

4.06 Regulations Governing Payment of Salaries; Interpretation of Salary Schedule

- A. No change in an existing salary schedule shall reduce any teacher's basic salary in effect at the time of the schedule change.
- B. The salary schedule of the Amherst schools is a single schedule based upon equal payment for equal training, experience, and duty.
- C. Records of all previous teaching experience and transcripts of all educational training must be on file with the superintendent by September 15 of each year before salary payment is made to any teacher.
- D. It is to be understood that an appointment as a member of the teaching staff is an appointment as a teacher in the school system. All appointments and assignments shall be made subject to the right to transfer any or all teachers from grade to grade, from school to school, or from one ranking to another whenever the good of the school system may require, and subject to all the rules and regulations of the board, now in force or hereafter adopted, governing such employment.

- E. Credit granted to an incoming teacher shall be as follows:
 - 1. Credit shall be granted up to twelve (12) years for all previous teaching experience.
 - 2. Further credit may be granted, based upon the qualifications of the applying teacher, up to the limit of the salary schedule. The degree of credit shall be within the discretion of the superintendent and the board.
- F. Teaching experience of one hundred twenty (120) days or more during a school year shall be recognized and credited as one full year’s teaching experience.
- G. Full credit up to five (5) years shall be given for military service at the rate of twelve (12) months of military service equaling one year of teaching.
- H. Transcripts of additional training must be on file with the superintendent before additional salary is paid for such additional work or before contract changes are made.
- I. Teachers qualifying by added training for a higher salary bracket shall be placed in the appropriate higher bracket two times a year. The teacher’s application with evidence may be submitted either: (1) on or before September 15; or (2) on or before January 15, effective with the current pay period of the regular board meeting.
- J. For the purpose of interpreting the salary schedule in making the report on the Foundation Program, the following credit-hour equivalents shall be employed:
 - One year 30 semester hours or 45 quarter hours
 - Two years 60 semester hours or 90 quarter hours
 - Three years 90 semester hours or 135 quarter hours
 - Four years Bachelor’s degree
 - B.A.+10 Bachelor’s degree plus ten (10) additional semester hours or fifteen (15) quarter hours. These hours are to be secured after receipt of degree.
 - B.A.+20 Bachelor’s degree plus twenty (20) additional semester hours or thirty (30) quarter hours. These hours are to be secured after receipt of degree.
 - B.A.+30 (“Five years” for reporting on Foundation Program) Bachelor’s degree plus thirty (30) semester hours or forty-five (45) quarter hours. These hours are to be secured after receipt of degree.

- | | |
|---------|--|
| M.A. | Master's degree actually awarded. |
| M.A.+10 | Master's degree plus ten (10) additional semester hours or fifteen (15) quarter hours. These hours are to be secured after receipt of the master's degree. |
| M.A.+20 | Master's degree plus twenty (20) additional semester hours or thirty (30) quarter hours. These hours are to be secured after receipt of the master's degree. |
| M.A.+30 | Master's degree plus thirty (30) additional semester hours or forty-five (45) quarter hours. These hours are to be secured after receipt of the master's degree. |
| MA+45 | Master's degree plus forty-five (45) additional semester hours or sixty-seven and one-half (67.5) quarter hours. These hours are to be secured after receipt of the master's degree. |
- K. Full credit shall be given for graduate and undergraduate hours beyond the bachelor's degree, with undergraduate courses to be approved in writing in advance by the superintendent. At least one-half (1/2) of the graduate and undergraduate hours shall be in the teacher's field of teaching and/or area of certification. If transfers of responsibility are made after initial employment or after master's credit has been granted, such transfers shall in no way impair the salary status of any teacher so transferred.
- L. For the 2012-2013 and 2013-2014 contract years, vertical steps will be frozen. Upon resumption of vertical steps, bargaining unit members will only move one (1) step and there will be no "make-up" steps. Horizontal movement on the salary schedule due to training level will continue to be in effect.

4.07 Pay-Period Options

- A. Teachers shall be paid twenty-four (24) equal pays through automatic deposit. Title I and SGI tutors will be paid on an hourly rate through time sheets.
- B. Teachers' will receive electronic notification of pay through their designated email account.
- C. Each teacher has the option to receive his/her pay normally received during the summer in one lump sum at the end of the teacher work year. The teacher must notify the treasurer in writing prior to March 1.
- D. Fringe benefits must be paid throughout the entire twelve-month contract year for all teachers who remained in the employment of the District for the entire school year. Upon retirement, teachers will receive fringe benefits up to the date of retirement only.

4.08 Payroll Deductions

- A. Within the limitations of available software, the board shall provide payroll deduction options to all members of the association to participate in the following:
 - 1. Insurance (employee contributions to be equally divided over 24 pays)
 - 2. School Employees Lorain County Credit Union
 - 3. Investment firms
 - 4. Professional dues/fair share fees
 - 5. Tax shelters
 - 6. Other approved deductions
- B. The treasurer shall send prior or concurrent notice to a teacher specifying any change to be made in deductions from that teacher's salary. Usual adjustments in deductions made at the start of a contract year in order to comply with negotiated contract agreements shall be excluded from this requirement.
- C. Deductions for professional dues and fair share fees are made according to the provisions of Article 5.04 G.

4.09 Job Sharing

Two teachers who are qualified and certified for the same position may be granted, with the approval of the board, the opportunity to share a job. These teachers shall each be credited with a full year of seniority and a full year of credit for placement on the salary schedule for each year they participate in job sharing. Each teacher shall have the option of receiving any fringe benefits such as hospitalization, dental, etc. by paying 50% of the single or family premium to the treasurer. These teachers will waive their right to full-time employment until a full-time position becomes available. Job sharing will not be permitted unless requested by employees and specifically approved by the board.

ARTICLE V

PROFESSIONAL ORGANIZATION

5.01 Grievance Resolution

A. Preface

Grievances and dissatisfaction occur occasionally in every employment relationship. A plan to assure the orderly presentation of suggestions to resolve dissatisfactions and to redress grievances is an important part of effective personnel administration. The success of any plan of grievance machinery depends primarily on the mutual trust and respect displayed by all persons concerned with its operation, and on the sincerity of their efforts to make it work. Assurance of reasonable working relationships and improved staff morale for the purpose of enhancing the educational opportunities of all children is the essential goal to be sought in providing a grievance procedure.

B. Purposes

The following purposes are presented as a framework for the grievance procedure:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.
3. To encourage teacher expression regarding conditions that affect teachers.
4. To improve the understanding of policies, which affect teachers.
5. To build confidence in the sincerity of the procedure.

C. Definitions

1. A "grievance" shall mean a complaint by a teacher, group of teachers, or the association that there has been a violation or inequitable application of one or more of the provisions of a contract.
2. An "aggrieved person" or "grievant" is the person or group of persons making the complaint.

3. A "party of interest" is the person or group making the complaint and any person who might be required to take action or against whom action might be taken as a result of the resolution of the grievance.
4. A "party of concern" is a party of interest, the grievant's counsel, if any, the association grievance representative, the chairman of the association grievance committee, the association president, and the superintendent.
5. The term "days," when used anywhere in Article V, shall mean teacher workdays, unless otherwise stated. Thus, weekend days, vacation days, and holidays are excluded.
6. The "association" is the Amherst Teachers Association, and the "board" is the Amherst Board of Education.

D. Procedure

1. Level One

- a. A grievant will first discuss the complaint with the principal or other immediate supervisor under whose jurisdiction the complaint has arisen, with the objective of resolving the matter informally. In this discussion, the grievant has the right to be accompanied and/or represented by a representative of his/her choosing.
- b. If the grievant is not satisfied with the informal disposition of the grievance, a written grievance form (see Appendix) may be filed with the above principal or other immediate supervisor within twenty (20) days following the act or the origination of the condition which is the basis of the complaint. Copies of the grievance shall be sent immediately, by the grievant or a grievance representative, to the parties of concern.
- c. The principal or other immediate supervisor shall communicate his/her disposition of the grievance in writing within five (5) days to the parties of concern.
- d. Any grievant has the right to initiate the grievance at the level where the administration has the authority to grant the relief requested.

2. Level Two

- a. Within five (5) days of receipt by the grievant of the disposition rendered by the principal, or if no disposition is rendered within the five (5) days, the grievance may be appealed to the superintendent or his designee, in case of the superintendent's illness or unavoidable absence. The appeal shall include: (1) a copy of the level one disposition, if any; (2) the grounds for appeal; and (3) the names of all persons officially present at the level-one

meeting. Each party of concern shall receive a copy of the appeal from the grievant or a grievance representative.

- b. A meeting to consider such appeal shall be held within ten (10) days of its receipt by the superintendent or his designee. Five (5) days prior to the meeting, written notice of the date, time, and place of the meeting shall be given to the parties of concern. At this meeting, the grievant has the right to be accompanied and/or represented by representatives of his/her choosing.
- c. Within five (5) days of the meeting, the superintendent or his designee shall communicate to the parties of concern his written disposition, including the reasoning on which the disposition is based.

3. Level Three

- a. If the grievant and the association are not satisfied with the disposition of the superintendent, or if no disposition is rendered by the board within 5 days of the level two meeting, the association, by written notice to the other party, shall have the right to appeal the dispute to an impartial arbitrator. The appeal for arbitration of the grievance shall be filed with the American Arbitration Association within 10 days. The arbitrator shall be selected from a list of 7 names provided by the American Arbitration Association in accordance with its voluntary rules and regulations.
- b. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitrators Association, but the board, the association, the grievant, or a grievance representative shall not be permitted to insert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the appeal to the arbitrator, or insert any evidence known but not disclosed prior to the appeal to the arbitrator.
- c. The findings of the arbitrator shall be binding on both parties in interest for any grievance filed under Section 5.01C of the grievance definition.
- d. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement, nor shall he make any decision contrary to law.
- e. The arbitrator may rule on procedures related to teacher evaluation in Section 3.22 or 4.04 C, but shall not substitute his judgment for that of the evaluator/decision-maker.

E. General Procedures

1. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any step of this procedure to appeal a grievance to the

next level within the specified time limits shall be deemed acceptance of the disposition rendered at that level.

2. Since it is usually important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered the maximum. However, the time limits specified may be extended or shortened by mutual agreement.
3. In every case in which the grievant requests that an association representative(s) be present at any or all meetings required by this procedure, the chairman of the association grievance committee shall appoint appropriate representative(s). The names of all representatives will be provided to the administrator at least two days prior to the hearing.
4. Any party in interest may be represented at all stages of the grievance procedure by a person chosen by the party in interest, except that a representative or officer of any teacher organization, other than the association, which seeks to represent Amherst teachers may not be chosen. Even when a teacher is not represented by the association, the association shall have the right to be present and to state its views at all stages.
5. The administration will cooperate with the association in its investigation of any grievance, and will furnish the association with such information as is requested for the processing of any grievance.
6. No reprisal of any kind shall be taken or implied by or against any participant in the grievance procedure by reason of such participation.
7. The fees and expenses of the arbitrator shall be shared equally by the board and the association. Each party shall fully bear its cost regarding witnesses and any other persons it requests to attend the arbitration hearing. If either party requests a transcript, said party will bear the entire cost of such transcript.

5.02 Association Rights and Privileges

Recognition of the association as a bargaining agent shall entitle the association to certain privileges:

A. Building Use

The association shall have the right to use school building facilities for association business free of charge.

B. School Equipment Use

1. The association shall have the right to use school equipment for association purposes free of charge when such equipment is not otherwise in use.

2. Supplies for such equipment will be furnished or paid for by the association.

C. Bulletin board space shall be available in every building for use by the association. Such space shall be located in an area normally frequented by teachers, such as the teachers' workroom. Materials shall be posted at the discretion of the association.

D. The association shall be authorized to use school mail service and the teachers' mail boxes for the distribution of association material. Such materials shall be distributed at the discretion of association representatives.

E. Time at Faculty Meetings

Representatives of the association may make announcements during school faculty meetings with the permission of the appropriate principal.

F. Notification of Board Meetings

The association shall receive notice of regular or special board meetings in accordance with the directives of the Sunshine Law. Such notification shall be made to the president of the association on the same basis as it is to the news media.

G. Board Agenda

The Association shall receive an advance copy of the agenda of each board meeting. The agenda and minutes of previous meetings shall be sent to the association by inter-school mail at the time it is sent to the board.

H. Personnel Directory

The president of the association shall be provided with a directory of all employees by October 30 of each year.

I. No-Reprisal Clause

There will be no reprisals of any kind taken against any professional staff member by reason of his/her membership in the association or participation in any of its activities.

J. Rights Under the Law

Nothing contained herein will be construed to restrict or deny any professional staff member's rights under the law.

K. Association Meeting Days

The administration shall reserve the second Wednesday of each month for association meetings. Administrators will not schedule meetings on those dates without consulting the Association president. Additional association meetings may

be scheduled in the school district with the filing of a building permit three days in advance.

- L. Each staff member may request a representative of his/her choosing to be present at any meeting between teacher and supervisor.

5.03 Orientation Program Time

The association shall be given time during the orientation program to meet with the teachers to transact association business.

5.04 Recognition and Negotiations Agreement

- A. The Amherst Board of Education, hereinafter the “board,” hereby recognizes the Amherst Teachers Association, OEA-NEA local, hereinafter the “association,” as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for certified employees, both full and part-time, as set forth below:

1. The following employees are included in the bargaining unit:
 - a. classroom teachers (PreK-12);
 - b. full-time permanent substitutes paid on the negotiated salary schedule;
 - c. guidance counselors;
 - d. librarians and reading specialists;
 - e. part-time or non-supervisory athletic directors;
 - f. L.D. (small group instruction) tutors;
 - g. non-supervisory psychologists hired after 1990;
 - h. speech and language pathologists;
 - i. Title 1 tutors;
 - j. occupational therapists; and
 - k. paraprofessionals
2. The following employees are specifically excluded from the bargaining unit:
 - a. the superintendent and assistant superintendents, directors, and supervisors;
 - b. principals and assistant principals;

- c. one supervisor/psychologist;
 - d. one full-time athletic director;
 - e. substitute teachers and other casual or occasional employees;
 - f. the treasurer and assistant treasurers;
 - g. confidential and management-level personnel as defined in Ohio Revised Code 4117.01;
 - h. all other similar certificated personnel (positions); and
 - i. all other employees not specifically included.
- B. The board recognizes that association representation will include any newly created positions defined specifically in this section and not specifically excluded in this section or governed by Ohio Revised Code 3319.02. The board retains and reserves all powers, rights, authority, and responsibilities conferred upon and vested in it by law, except as specifically limited by the express terms of this agreement.
- C. Either the association or the board may initiate negotiations six (6) months prior to the expiration of the contract by letter submission forwarded to the other party during January. Within ten (10) working days of the transmittal of said submission letter, the parties shall hold their first negotiating session. At any negotiation session, either party may be represented by no more than six (6) representatives.
- D. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the service of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in a joint request. It is agreed that the procedures set forth in this Section constitute the parties' mutually agreed dispute settlement procedure, which supersedes and replaces the procedures contained in ORC 4117.14.
- E. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration. All board minutes and copies of the monthly financial report will be available to the association following the approval of the board.
- F. No action to coerce, censor, or penalize any negotiations participant shall be made or implied by any other member as a result of participation in the negotiation process.
- G. Right to Fair Share Fee
- 1. Payroll Deduction of Fair-Share Fee. Effective July 1, 2009, the board shall deduct from the pay of members of the bargaining unit who elect not to become

or remain members of the ATA a fair share fee for the Association's representation of such non-members during the term of this Contract. The Association is responsible for advising the Treasurer of the amount of fair-share fees to be deducted from non-members with notice to be provided to the Treasurer of the board by January 15 of each school year.

2. Specifically excluded from the obligation to pay a fair share fee are those bargaining unit members who were not members of the Association as of March 1, 2009. Those individuals will be “redlined” and it is expressly agreed that these individuals will not be required to pay a fair share fee unless or until there is a break in service and such individuals are re-employed by the District.
3. Notification of the Amount of Fair-Share Fee. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the board on or about October 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the board agrees to promptly transmit all amounts deducted to the Association.
4. Schedule of Fair-Share Fee Deductions
 - a. All Fair-Share Fee Payers - Payroll deductions of such fair share fee shall begin at the second payroll period in February except that no fair share fee deduction shall be made for bargaining unit members employed after October 31 until the second pay after notice from ATA, which period shall be the required probationary period of newly employed bargaining unit members.
 - b. Upon Termination of Membership During the Membership Year – The Treasurer of the board shall, upon notification from the Association that a member has terminated membership, commence the deduction of fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
5. Transmittal of Deductions. The board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
6. Procedure for Rebate. The Association represents to the board that an internal rebate procedure has been established in accordance with Section 4117.09 C of the Revised Code and that a procedure for challenging the amount, of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association. The Association further represents that such procedure and notice shall be in compliance with all

applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

7. Entitlement to Rebate. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
8. Indemnification of Employer. The Association agrees to hold the board, including its officers, members and agents and specifically including the Superintendent, Treasurer, and other members of the Administration, harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees or dues, to indemnify the board (as defined above) for any liability imposed on it as a result of any such suit, claim or administrative proceeding, to provide legal defense for the board (as defined above) in any said suit, claim or administrative proceeding, and to reimburse the board (as defined above) for any and all expenses incurred by the board in any such suit, claim or administrative proceeding, including court costs. The Association shall reserve the right to designate counsel to represent and defend the board, as defined above. The board shall give a written notice to the President of the Association not later than twenty (20) working days following receipt by the board of any written claim made or action filed against the board by a non-member for which indemnification may be claimed by the board. The board, as defined above agrees (1) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) to permit the Association or its affiliates to intervene as a party in the action if the Association or its affiliate's application to file briefs amicus curiae in the action.
9. The ATA shall be responsible for meeting the specific timelines as set forth in this Section. If the timelines are not adhered to by the ATA, the Treasurer of the board shall not be required to follow the strict timelines regarding the beginning dates for payroll deductions. However, the Treasurer of the board will begin such deductions not later than thirty (30) calendar days after receipt of the required information from the ATA.

5.05 No-Strike Clause

The association will not conduct a work stoppage through June 30, 2012.

5.06 Rights of Individuals

Nothing in this document shall prohibit any certified staff member from presenting views or grievances which affect his/her status in the district to the superintendent in accordance with established procedure. Negotiations, however, shall be conducted according to this document.

5.07 Severability

In the event there is a conflict between a provision of this agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

5.08 Contract Amendment

This contract may be amended by mutual consent of both parties, with written evidence of said consent being presented by each party to the other.

5.09 Complete Agreement

- A. If, during the term of this agreement, there is a change in any applicable state or federal law, or rule or regulation adopted by any state or federal agency, that would invalidate any provision of this agreement, the parties will meet to negotiate any necessary modifications to the agreement within a reasonable period of time after a demand to negotiate is made by either party.
- B. If, during the term of this agreement, there is a change in any applicable state or federal law, or rule or regulation adopted by a federal or state agency, that requires the board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the affects of such policies upon terms, conditions of employment, and working conditions within a reasonable period of time after a demand to negotiate is made by either party.

Nothing in this section requires ether party to agree to a proposal or make a concession.

5.10 Clerical Revision

Clerical revision of the format, organization, sentence structure, etc., of the negotiated agreement may be made by mutual agreement of representatives of the board and the association within thirty (30) days after final agreement on all negotiated items.

5.11 Duration of Agreement

Except as otherwise provided herein, this agreement shall be effective June 30, 2011 and shall remain in effect until June 29, 2014, at which time it shall expire. In the event that the board and the association fail to secure a successor agreement prior to the expiration date of this agreement, the parties may mutually agree, in writing, to extend this agreement for any period of time.

IN WITNESS WHEREOF, the parties have here unto set their hands this on

28th day of June, 2011, at Amherst, Ohio.

Amherst Board of Education

Valerie J. Reid
Amherst Board of Education President

Steve A. Byrne
Amherst Schools Superintendent

Amherst Teachers Association

Mike Schenk
Amherst Teachers Association President

Scott R. B.
ATA Chief Negotiator

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TEACHER SUBBING FORM

This form will be completed PRIOR to any extra assignment noted in 1.04B. No teacher will be paid unless this form is completed prior to performance of duty.

Name: _____

Building: _____

Nature of assignment as per 1.04B: _____

Amount of time: _____

Date: _____

Signature of Teacher

Signature of Principal

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Blue Form

Amherst LPDC - Activity Proposal

Name _____ Position _____ Date _____

Instructions:

1. Place **ONLY** one educational activity on this form.
2. **Attach supporting documentation**, i.e. agenda, brochure, course description, book review, indicating dates, times, description of activities pertaining to the proposal.
3. This form needs to be **submitted to your LPDC Building Representative** prior to participation to ensure timeliness review.
4. This application will be reviewed for approval or disapproval at the next scheduled LPDC meeting.

Indicate type of study: _____ College Course
 _____ Workshops, Conferences, Clinics, or Seminars
 _____ Committee Work
 _____ Independent Activity Projects

_____ Check here for Tuition Reimbursement per Negotiated Agreement Article 1.13

Semester hours _____ Cost per hour _____

Specific Title or Proposed Area of Study	Dates of Activity	Clock Hours Requested* or College Credit Hours

*You may not count lunch or breaks. Specific hours pending upon verification of activity.

List the **Goal(s)** from your Individual Professional Development Plan (IPDP), which this activity meets.

Office Use ONLY	
_____	_____
LPDC Chairperson	Date
_____ Approved	_____
_____ Disapproved (*see attached evaluation)	Date

Make a copy of this for your personal file.

White Form

Activity Proposal Evaluation Rubric

- _____ Detailed, appropriate responses, representing approval of application.
- _____ Inappropriate, inadequate responses, representing a need for correction in the marked area(s).
- _____ IPDP not on file.
- _____ Detailed, appropriate responses, representing approval of application.
- _____ Activity Proposal submitted after class began.
- _____ Needs more information/identification of title and/or area of study.
- _____ Indicate or clarify date(s).
- _____ Amend hours to reflect actual involvement time.
- _____ Needs supporting documentation.
- _____ Correlate activity to Individual Professional Development Plan.
- _____ Submit an original, not a copy.



WRITTEN APPEAL (revision)

Date _____

Must be submitted within 20 working days of the denial.

Please give a written explanation on the validity of this activity proposal as it relates to your Individual Professional Development Plan.

Yellow

Amherst LPDC - Activity Verification

Name _____ Position _____ Date _____

Return this form along with your approved Activity Proposal sheet (blue form) to the LPDC within 90 days of the completion of this activity. Indicate the type of activity and complete as directed:

- _____ **College Course Work:** Attach copies of official transcript, purchase order, and a receipt showing proof of payment for the course to this form and send to the Superintendent's secretary.
- _____ **Workshops, Conferences, Clinics, Seminars:** Attach original certificate of completion or have the presenter/ facilitator sign this form.
- _____ **Committee Work:** Have the presenter/ facilitator sign this form.
- _____ **Independent Activity Projects:** Proof of activity as set by the guidelines of LPDC.

Specific Title or Proposed Area of Study	Dates of Activity	Clock Hours Requested* or College Credit Hours

*You may not count lunch or breaks. Specific hours pending upon verification of activity.

Signature of Presenter/Facilitator

Date

Office Use ONLY	
_____ Approved	
_____ CEU's granted	
_____ LPDC Chairperson	_____ Date

Make a copy of this for your personal file.

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Amherst LPDC Alternative to Third In-service Day Proposal

Name _____ Position _____ Date _____

Instructions:

1. Place only **one** educational activity on this form. (Seven hours minimum of alternative in-service during the calendar year preceding the scheduled third in-service day is required to be excused from attendance at the third in-service program. Alternative in-service hours may begin being credited the first day of each new calendar year and end the last day of each calendar year.) Teachers who have earned seven (7) hours of alternative in-service credit between January 1 and August 30 may begin to earn credit toward the next year/s Third In-Service Day. Teacher who have met this requirement may bank up to seven (7) hours toward the next year during September, October, November, and December of the current year. Credit may not be earned more than one school year in advance.
2. Attach supporting documentation, i.e. agenda, brochure, seminar description, book review, indicating dates, times, description of activities pertaining to the proposal. (These programs must be scheduled outside normal school hours, have a student and instructional focus and may address the continuous Improvement Plan of the building or district.)
3. This form needs to be submitted to your LPDC Building Representative prior to participation to ensure timely review. (Documentation certifying the completion of approved alternative in-service hours must be submitted to the LPDC. See Appendix for form.)
4. This application will be reviewed for approval or disapproval at the next scheduled LPDC meeting.
5. No course work will be accepted which the teacher is taking in order to move on the salary index.

Indicate type of study:

Workshops, Conferences, Clinics, Seminars

Teach Workshop
(Supply outline and details for workshop.)

Independent Activity Projects

CEU's
(College coursework may be taken to receive CEU's for the purpose of certification or licensure renewal.)

Specific Title or Proposed Area of Study	Dates of Activity	Clock Hours Requested* or CEU Hours

*Specific hours pending upon verification of activity.

List the **Goal(s)** (by Strand and Letter) from your Individual Professional Development Plan (IPDP), which this activity meets.

Office Use ONLY

Approved	LPDC Chairperson	Date
Disapproved* (*see attached evaluation)	Superintendent	Date

Make a copy of this for your personal file.

**Amherst LPDC
Alternative to Third In-service Day Activity Verification**

Name _____ Position _____ Date _____

Return this form along with your approved Alternative to Third In-service Day Activity Proposal sheet to the LPDC within 90 days of the completion of this activity. Indicate the type of activity and complete as directed:

_____ CEU Course Work: Attach copies of activity verification. (Courses may be taken to receive CEU's for the purpose of certification or licensure renewal. **HOWEVER**, no course work will be accepted which the teacher is taking in order to move on the salary index.)

_____ Workshops, Conferences, Clinics, Seminars: Attach original certificate of completion or have the presenter/ facilitator sign this form.

_____ Independent Activity Projects: Proof of activity as set by the guidelines of LPDC.

_____ Teach Workshop: Attach attendance sheet.

Specific Title or Proposed Area of Study	Dates of Activity	Clock Hours Requested* or CEU Hours

*Specific hours pending upon verification of activity.

Signature of Presenter/Facilitator Date

Office Use ONLY		
Approved	LPDC Chairperson	Date
Disapproved*		
(*see attached evaluation)		

Make a copy of this for your personal file.

Date of Proposal submission: _____

Alternative to Third In-service Day Teaching Proposal

Complete the form below if you are planning on teaching a class for the “Alternative the Third Inservice Day.” Please type or print legibly. If the application is not complete, the approval process will be delayed. Once completed, please submit it to your LPDC building representative. If the LPDC approves the proposal, it will be forwarded to the superintendent for final approval and then returned for revision. You, the facilitator, must notify participants of your approval number. This number will be placed on all documents dealing with this activity. When you are finished with this activity, you must submit a completion of duty form for payment and the participant’s completed activity evaluation forms to the LPDC.

Name of facilitator/person organizing activity and e-mail address:

Title of Activity: _____

Has this activity been approved previously: No _____ Yes _____
If yes, previous Approval Number: _____

Activity Site: _____

Dates (MM-DD-YYYY) and Times: _____

How many hours will the participants receive for attending? _____
Note: Paid planning hours may not exceed the number of in-service hours.

Overview of the Activity: _____

The purpose of the activity - a short description that explains the subject of the activity and how it fits the building or district/CIP goals.

Objectives/Goals: List the major learning objective - what should the participants know or what new skills will they acquire after successfully completing this activity.

List and explain the topics to be covers. If the activity will take place on more than one day tell what topics each session will cover.

Activity procedures: Describe in general terms - lecture, group activities, research projects, discussions, presentations, etc., and list the materials you will use: handouts, reference materials, etc.

You **MUST** include copies of the following:

- Sample form for recording attendance
- Sample copy of activity evaluation form to be completed by participants at the conclusion of the activity
- Sample activity completion certificate (If you plan on signing individual verification forms, submit a copy of the verification form with your signature for the LPDC file.)

FOR OFFICE USE ONLY:	
Application/Approval Number: _____	Expiration Date: _____
<input type="checkbox"/> Approved by LPDC	<input type="checkbox"/> Denied by LPDC
LPDC Chairperson Signature _____	
<input type="checkbox"/> Approve by Superintendent	<input type="checkbox"/> Denied by Superintendent
Superintendent Signature _____	

Make a copy of this for your personal file

EQUIPMENT REPAIR REQUEST FORM (3.16)

Building: _____

Date: _____

Equipment Name: _____

Problem: _____

Teacher's Signature: _____

Service Contract Name: _____

Date Contracted: _____

Remarks: _____

Principal's Signature: _____

CITIZEN’S REQUEST FOR RECONSIDERATION OF A WORK

Hardcover _____

Author _____ Paperback _____

Title _____

Request initiated by _____

Date _____ Telephone _____

Address _____

City _____ ZIP Code _____

(If the objection is to material other than a book, change the wording of the following questions so that they apply.)

1. To what in the work do you object? _____

2. What do you feel might be the result of reading this work? _____

3. For what age group would you recommend this work? _____

4. Did you read the entire work? _____

What pages or selections did you read? _____

5. Do you think there is anything good about this book? _____

6. What would you prefer the school do about this work? _____

7. In its place, what work of equal value would you recommend that would convey as valuable a picture and perspective of a society or a set of values? _____

CLASSROOM OBSERVATION FORM

Teacher _____ Date _____

Subject or Grade _____ Time Observed _____ to _____

ACTIVITY OBSERVED:

STRENGTHS:

AREAS NEEDING ATTENTION (Factors which have impaired the teacher's effectiveness as seen by the evaluator)

RECOMMENDATIONS FOR IMPROVEMENT (specific recommendations and activities, i.e. resource materials and personnel, workshops, professional trading, other schools or teachers to observe, etc., which will lead to professional growth and improvement)

AREAS OF NOTICEABLE IMPROVEMENT (mandatory on reevaluation)

CLASSROOM OBSERVATION FORM (page 2/2)

Teacher _____ Date _____

Subject or Grade _____ Time Observed _____ to _____

OTHER COMMENTS:

TEACHER REACTION/COMMENTS:

Teacher's Signature Date

My signature indicates that I have discussed the contents of this observational report with the evaluator and have received a copy for my personal record.

Evaluator's Signature Date

AMHERST EXEMPTED VILLAGE SCHOOLS EVALUATION

Teacher: Evaluator: Date:

The evaluator will rate the teacher:

- D Distinguished - Teachers at this level are master teachers and function at the highest level of performance.
- P Proficient - The teacher clearly understands concepts underlying the component and implements it well.
- B Basic - The teacher understands the underlying concepts of the components, but implementation is sporadic, intermittent or otherwise not entirely successful.
- U Unsatisfactory - The teacher does not appear to understand the concepts underlying the component.
- NA This characteristic was not relevant to this evaluation.

SPECIFIC EXAMPLES AND EXPLANATION BY THE EVALUATOR ARE MANDATORY WHEN THE RATING IS LESS THAN PROFICIENT.

DOMAIN I - PLANNING AND PREPARATION

- ___ Demonstrates Knowledge of Content and Pedagogy
- ___ Demonstrates Knowledge of Students
- ___ Selects Appropriate Instructional Goals
- ___ Demonstrates Knowledge of Resources
- ___ Designs Coherent Instruction
- ___ Assesses Student Learning

COMMENTS:

AMHERST EXEMPTED VILLAGE SCHOOLS EVALUATION

page 2/3

DOMAIN II - THE CLASSROOM ENVIRONMENT

- ___ Creates an Environment of Respect and Rapport
- ___ Establishes a Culture for Learning
- ___ Manages Classroom Procedures
- ___ Manages Student Behavior
- ___ Organizes Physical Space

COMMENTS:

DOMAIN III - INSTRUCTION

- ___ Communicates Clearly and Accurately
- ___ Uses Questioning and Discussion Techniques
- ___ Engages Students in Learning
- ___ Provides Feedback to Students
- ___ Demonstrates Flexibility and Responsiveness

COMMENTS:

AMHERST EXEMPTED VILLAGE SCHOOLS EVALUATION

Teacher: _____ Evaluator: _____ Date: _____

page 3/3

DOMAIN IV - PROFESSIONAL RESPONSIBILITIES

- Reflects on Teaching
- Maintains Accurate Records
- Communicates with Families
- Contributes to the School and District
- Grows and Develops Professionally
- Shows Professionalism

COMMENTS:

OVERALL COMMENTS:

EVALUATOR'S SIGNATURE DATE

TEACHER'S SIGNATURE DATE

My signature indicates that I have discussed the contents of this evaluation with the evaluator and have received a copy for my personal record.

I plan to submit an additional written comment within one week of the above date to be attached to this document.

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AMHERST EXEMPTED VILLAGE SCHOOLS
STAFF SELF-EVALUATION

Teacher: _____ Evaluator: _____ Date: _____
page 1/2

Refer to appendix - Components of Professional Practice - page xx

DOMAIN I - PLANNING AND PREPARATION

Areas of Strengths:

Areas Needing Improvement:

Plan of Action:

DOMAIN II - THE CLASSROOM ENVIRONMENT

Areas of Strengths:

Areas Needing Improvement:

Plan of Action:

AMHERST EXEMPTED VILLAGE SCHOOLS STAFF SELF-EVALUATION

Teacher: _____ Evaluator: _____ Date: _____

page 2/2

DOMAIN III - INSTRUCTION

Areas of Strengths:

Areas Needing Improvement:

Plan of Action:

DOMAIN IV - PROFESSIONAL RESPONSIBILITIES

Areas of Strengths:

Areas Needing Improvement:

Plan of Action:

Administrator: _____

Date: _____

Components of Professional Practice

Domain 1:

Component 1a: *Demonstrating knowledge of Content and Pedagogy*

- Knowledge of content
- Knowledge of prerequisite relationships
- Knowledge of content-related pedagogy

Component 1b: *Demonstrating knowledge of Students*

- Knowledge of characteristics of age group
- Knowledge of students' varied approaches to learning
- Knowledge of students' skills and knowledge
- Knowledge of students' interests and cultural heritage

Component 1c: *Selecting Instructional Goals*

- Value
- Clarity
- Suitability for diverse students
- Balance

Component 1d: *Demonstrating knowledge of Resources*

- Resources for teaching
- Resources for students

Component 1e: *Designing Coherent Instruction*

- Learning activities
- Instruction materials and resources
- Instructional groups
- Lessons and

Component 1f: *Assessing Student Learning*

- Congruence with instructional goals
- Criteria and standards
- Use for planning

Domain 2: The Classroom Environment

Component 2a: *Creating an Environment of Respect and Rapport*

- Teacher interaction with students
- Student interaction

Component 2b: *Establishing a Culture for Learning*

- Importance of the content
- Student pride in work
- Expectations for learning and achievement

Components of Professional Practice

Continued – page 2/3

Domain 2: The Classroom Environment continued

Component 2c: *Managing Classroom Procedures*

- Management of instructional groups
- Management of transitions
- Management of materials and supplies
- Performance of non-instructional duties
- Supervision of volunteers and paraprofessionals

Component 2d: *Managing Student Behavior*

- Expectations
- Monitoring of student behavior
- Response to student misbehavior

Component 2e: *Organizing physical Space*

- Safety and arrangement of furniture
- Accessibility to learning and use of physical resources

Domain 3: Instruction

Component 3a: *Communicating Clearly and Accurately*

- Directions and procedures
- Oral and written language

Component 3b *Using Questioning and Discussion Techniques*

- Quality of questions
- Discussion techniques
- Student participation

Component 3c: *Engaging Students in Learning*

- Representation of content
- Activities and assignments
- Grouping of students
- Instructional materials and resources
- Structure and pacing

Component 3d: *Providing Feedback to Students*

- Quality: accurate, substantive, constructive, and specific
- Timeliness

Components of Professional Practice

Continued – page 3/3

Domain 3: Instruction continued

Component 3e: *Demonstrating Flexibility and Responsiveness*

- Lesson adjustment
- Response to students
- Persistence

Domain 4: Professional Responsibilities

Component 4a: *Reflecting on Teaching*

- Accuracy
- Use in future teaching

Component 4b: *Maintaining Accurate Records*

- Student completion of assignments
- Student progress in learning
- Non-instructional records

Component 4c: *Communicating with Families*

- Information about the instructional program
- Information about individual students
- Engagement of families in the instructional program

Component 4d: *Contributing to the School and District*

- Relationships with colleagues
- Service to the school
- Participation in school and district projects

Component 4e: *Growing and Developing Professionally*

- Enhancement of content knowledge and pedagogical skill
- Service to the profession

Component 4f: *Showing Professionalism*

- Service to students
- Advocacy
- Decision making

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THE AMHERST SCHOOLS
INSTRUCTIONAL IMPROVEMENT PROGRAM
Personnel Performance Appraisal

THE PROCESS

Application for participation in the Instructional Improvement Program must be made to the building principal by September 15th. The appraiser shall be the building principal or, in special cases, the director of special education or another person assigned by the superintendent.

1. Pre-appraisal conference
2. Preparation for target conference
3. Target conference
4. Work in target areas
5. Prep for final conference
6. Final conference
7. Recommendation to the Board of Education (April)

AREAS OF EMPHASIS

1. Faculty members in their first and second years of teaching in the Amherst schools.
2. Any staff member who voluntarily requests to be part of the program or whom the principal, because of special needs, elects to place in the program.

SUGGESTED TARGET AREAS

While these target areas are considered important, they are not all-inclusive. The appraiser and the faculty member may select alternative appropriate goals or targets.

Instruction
Working with others
Professional development
School and community relations
Personal characteristics

INSTRUCTION

In most cases, instruction is the most important area to be considered for target selection. With the use of varied, interesting and effective teaching techniques, an atmosphere conducive to learning is developed.

1. Knowledge and understanding of subject matter:
 - Thorough background
 - New developments
 - Variety of materials
2. Teacher-pupil relations:
 - Concern for child as a person
 - Tone of class
 - Type of pupil responses
 - Liking and respect for pupils
 - Democratic environment
 - Fostering of self-control
 - Unemotional handling of behavior problems
 - Class control
3. Organization and presentation of subject matter:
 - Carrying out course of study
 - Developing purposes and goals
 - Assignments
 - Use of teaching material, text, visual aids, community resources
 - Ability to integrate learning, and the ability to teach in terms of a problem
4. Classroom management:
 - Use of class time
 - Prompt and decisive opening
 - Pupil self-direction
 - Class dismissal
 - Accurate and complete records
5. Evaluation methods:
 - Evaluates in terms of broad goals
 - Encourages pupil self-evaluation in terms of standards cooperatively developed
 - Uses tests as teaching devices
 - Looks for evidence of pupil growth
 - Accepts evaluation methods and standards of school

WORKING WITH OTHERS

Working with others in part of the working situation. A good working situation is evidenced by a free flow of ideas among professional educators that are shared by all, and where loyalty is to ideas and values and not to persons.

1. A deep concern for the welfare and feelings of each individual faculty member.
2. Understanding the position and the problems of other personnel. A professional individual realizes his responsibility toward his fellow workers.

PROFESSIONAL DEVELOPMENT

Professional development can best be attained through individual and cooperative study and planning. The acceptance of faculty meetings and study groups as opportunities for self-growth and improvement by the teacher is imperative. As a professional, the teacher will be interested in research and new developments as they enhance the total program. Professional development might be accomplished in the following areas:

1. Ethical standards.
2. Staff relations.
3. Self-improvement.
4. Professional attitude with parents and the community.

SCHOOL AND COMMUNITY RELATIONS

The teacher accepts the idea that parents and members of the community should have opportunities to contribute to the school program in cooperation with the school faculty. The teacher seeks to help parents in studying children and planning work with them.

1. As a member of department, faculty committee, or area group.
2. In relation to student organization activities and general pupil guidance.
3. In assigned (or unassigned) duties outside classroom.
4. In contacts with parents and community.

PERSONAL CHARACTERISTICS

1. Appearance and general impression.
2. General attitude and outlook.
3. Intellectual and cultural interests.
4. Judgment and common sense.
5. Relationships with others.

SUGGESTED TIME TABLE

1. The pre-appraisal conference should be held as early in September as possible.
2. The target conference would be held about two weeks later.
3. The final conference should be held no later than the first week in April.
4. A final written report on all activities should be submitted to the superintendent.

Date of Informal Step 1 _____

Status _____

Supervision Signature _____

Grievant Signature _____

GRIEVANCE REPORT FORM
AMHERST SCHOOLS

Distribution of Form:

- 1. Superintendent
- 2. Principal/Immediate Supervisor
- 3. ATA President

Building	Name of Grievant	Date Filed
----------	------------------	------------

A. Date cause of grievance occurred: _____

B. 1. Specific statement of grievance including specific section(s) of contract claimed to be violated, and how It was violated

2. Specific Relief Sought

	Signature	Date
C. Disposition by Appropriate Supervisor		

Add additional pages if needed.	Signature	Date
---------------------------------	-----------	------

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APPLICATION FOR DISCRETIONARY FUNDS

ATA Negotiated Agreement

1:03 Discretionary Fund

- A. Applications for discretionary funds will be made to association building representatives and building principals for consideration. Recommendations will be submitted to the superintendent for final approval. A copy of these recommendations will be sent to the association president.
- B. For the discretionary funds, 10% of the BA base will be approved for elementary and junior high buildings (Shupe, Powers, Harris, Nord, AJH) and 1% of the BA base will be approved for the high school (Steele) per year.
- C. These funds shall be applied to supplemental contracts for activities not listed on the extra duty salary schedule.
- D. The supplemental contracts shall be for no less than \$100.00 and for no more than \$300.00

Criteria for the Discretionary Funds

Applications for the discretionary funds will be evaluated according to the following criteria:

- 1. The activity must be open to all recommended/eligible students in the named building.
- 2. The activity must not be considered part of any teacher’s regular teaching responsibility.

PROPOSED ACTIVITY _____

BUILDING _____

ADVISOR’S NAME _____

Please write a brief description of the activity on the back of this form or on a separate sheet of attached paper. Be sure to include your anticipated responsibilities and funding amount requested.

Approve _____ Disapprove _____ Funding Amount _____

cc: Superintendent
Amherst Teachers’ Association President

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Amherst School District Wellness Program

Purpose and Goals

The Wellness Program of the Amherst Exempted Village School District is available on a voluntary basis to all employees who are participants in the District Health Insurance Plan. Employees who enroll in the Wellness Program (WP) and stay in compliance with the ongoing requirements will be rewarded each month by being eligible for the lower employee contribution rate of the employee premium schedule.

The WP's primary goal is improved employee health and spirit. This is accomplished through early detection, employee awareness, education and the development of an environment promoting wellness activities. Through an active WP it is also statistically predictable that employee wellness translates into enhanced financial health for the groups medical plan.

Enrollment

An employee enrolls in the Wellness Program by completing the following steps:

1. Electing each year to participate in the WP by completing a program registration form no later than September 15th.
2. Completing a Health Risk Assessment (HRA) through the organization contracted with by the District between July 1st and March 1st (tentative) of each year. Spouses of employees, if covered by the plan, are encouraged but not required to complete the HRA. The HRA is a confidential questionnaire that provides a wellness profile.
3. Undergoing biometric screenings between July 1st and March 1st of each year for employees if insured by the District medical plan. Spouses of employees, if covered by the plan, are encouraged but not required to complete the biometric screening. The biometric screening would include the following tests:
 - a. Cholesterol Screening;
 - b. Blood Glucose Screening;
 - c. Height and Weight with body mass index analysis; and
 - d. Blood pressure

To assist the employee in securing the above information, the District will arrange for a provider to come on site once per year during an annual "health fair." During this WP event, there will be no cost to the employee for these screenings. The testing can also be performed by a qualified laboratory or through a physician's office of the employee's choice in which case the services would be billed for as provided in the medical plan.

Proof of completion must be provided to the District by March 15th.

4. On a voluntary basis, employees and spouses in the WP are expected to make a good faith effort to attend scheduled wellness events sponsored by the District in an effort to improve their overall health.

Non-compliance

When it is determined that an employee has not met the annual enrollment conditions, the employee will be notified by April 30th that they are disqualified and that their medical plan premium that should have been paid that year will be deducted from the employee's remaining paychecks. Where covered members, for documented medical reasons by a physician, are unable to complete the biometric portion of the enrollment process, they will not be penalized and subject to the higher contribution rate. This waiver would have to be requested and verified in writing annually.

Confidentiality

As required by Federal law under HIPAA, no personally identifiable information will be provided to the District. This includes data from the HRA and the biometric testing. The District will receive summary data only that reflects the overall health profile of the employee base participating in the WP. The summary data will be used to develop programming that will support and promote the employee's efforts to improve their individual wellness. Members participating in the WP will have access to their individual results through the provider.

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