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NEGOTIATED AGREEMENT

between the

ATHENS EDUCATION ASSOCIATION

and the

**ATHENS CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Effective January 16, 2011 through January 15, 2014

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I. NEGOTIATIONS - AGREEMENT

A. Identification

The Athens City School District Board of Education shall hereinafter be referred to as the ~~Board.~~ The Athens Education Association shall hereinafter be referred to as the ~~Association.~~ The ~~day~~ in this agreement shall mean a weekday (defined as Monday through Friday, exclusive of holidays). As used in this Agreement, the word ~~certificate~~ shall include the appropriate Ohio Department of Education professional educator license.

B. Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and regular part-time certificated staff employed under a regular teaching contract in the District, and long-term substitutes as defined in Article VI(E). The Superintendent, Associate Superintendent, Business Manager, Principal(s), Assistant Principal(s), Director of Curriculum and Development, School Psychologist (including interns), the Talented and Gifted Coordinator, the Athletic Director, supervisors, noncertificated employees and tutors shall be excluded from the bargaining unit. Such recognition shall continue for the life of the contract.

C. Scope of Bargaining

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of the existing provisions of a collective bargaining agreement between the Board and the Association shall be the subjects of bargaining.

D. Negotiating Procedure

1. Both negotiating teams shall be selected by each party and may include a maximum of six (6) members. Both teams shall be vested with full authority to reach tentative agreement on all matters.
2. Negotiations shall commence no earlier than one hundred (100) and no later than sixty (60) days prior to the expiration of the agreement.
3. Either party may call for the services of a Federal mediator to assist in negotiations. If a party calls for such involvement of FMCS, the other party shall participate by way of a joint request. This shall be the last step in the bargaining

process. Nothing herein shall be construed to waive the association right to strike in accordance by O.R.C. Section 4117.14(D)(2).

4. Furthermore, the written provisions of this contract represent complete collective bargaining and full agreement by the parties with respect to wages, hours, terms of employment or other conditions of employment which shall prevail during the term thereof; however, during the duration of this contract, the parties may mutually agree to reopen bargaining on any issue involving a modification or deletion of the existing provisions of the collective bargaining agreement. Bargaining will begin within fifteen (15) calendar days of agreement to reopen in accordance with the negotiating procedure herein.
5. During the duration of this contract, if the Board contemplates any changes that would affect the terms and conditions of employment of the bargaining unit, the Board, through its representative, shall meet and discuss such changes with representatives chosen by the Association in an attempt to reach an agreement.

E. Board Rights

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law to manage and control the school system and its properties and facilities, except as otherwise limited by the written provisions of this agreement.

F. Association Rights

1. There will be no reprisals taken against any member by reason of his/her membership in the Association.
2. The Association may use facilities of any building for meetings and Association business, without fee, upon notification and approval of the administrator in charge of such buildings.
3. The Association may use Board-owned equipment on school property including calculators, computers, printers and copiers, public address equipment and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies (paper) will be supplied by the Association. Any loss or willful damage of Board-owned equipment while in use for Association business shall be the responsibility of the Association to repair or replace (if lost). The Association President shall be solely responsible for written designation and authorization of Board-owned equipment on behalf of the Association.

4. The Association may use the inter-school mail and email systems in the schools' offices to distribute Association bulletins, newsletters, or other communications. The Superintendent shall receive a copy of these communications at the time of distribution. All computer and email use shall be consistent with the Board's acceptable use policy.
5. The Association may use a designated bulletin board(s) in each building for dissemination of information to members. The bulletin board(s) designated shall be agreed upon between the Association and the building principal annually by September 15.
6. Representatives of the Association may visit schools with notification to the building administrator or her/his designee.
7. Representatives of the Association may transact Association business on school property insofar as it does not interfere with the operation of the school system.
8. The Association shall have the use of office space in one (1) of the school buildings. The Association and the Superintendent shall agree on the location by May 15 for the following school year.
9. One (1) Association member shall be appointed by the Association to be involved in the interviewing of finalists for administrative positions other than the Treasurer.
10. The Association shall be granted fourteen (14) days' leave with pay for its members to perform professional duties directly related to local Association business that cannot be performed at times other than on regular school days.
11. The Association shall be provided with:
 - a. A copy of all Board agendas, approved minutes, financial reports, appropriations, budgets, training and experience grids, or any other routinely prepared report or financial document. Such copies shall be available for the President of the Association at the Superintendent's office as soon as they are made available to the Board.
 - b. A place on the agenda of all regular Board meetings to be used by the Association to communicate with the Board; and
 - c. A place at the end of the agenda of all members' meetings whether system-wide or within buildings upon notification to the administrator calling the meeting.

II. BARGAINING UNIT MEMBERS' RIGHTS

A. Payroll Deduction

1. Services for which payroll deductions will be made, if requested by a bargaining unit member, shall be limited to:
 - a. Contributions to Board Sponsored Insurance Programs;
 - b. Educators political contributions;
 - c. United Appeal;
 - d. Fair Share;
 - e. Professional memberships (including AEA, SEOEA, OEA, and NEA) including both annual and continuing memberships;
 - f. Purchase of U.S. Bonds;
 - g. Tax-sheltered annuities, tax deferred retirement plans, and Section 403(b) and Section 403(b)(7) plans;
 - h. Credit union;
 - i. IRA;
 - j. STRS ~~buy-backs~~ for restoring or purchasing service credit;
 - k. American Automobile Association membership;
 - l. J. Warren McClure Athens Educational Foundation.
2. Payments for items **e, f, g, h** and **i** and **k** above shall be remitted to the appropriate agencies within five (5) days of receipt of the billings, or once a month for non-billed items.
3. Tax Sheltered Contributions.

Association members requesting payroll deductions to plans described in section ~~h~~ above (which are collectively referred to in this section as ~~tax~~ deferred plans") shall be responsible for limiting the amount of those deductions to amounts which are within limitations established by applicable federal tax laws

and regulations. The Board may impose reasonable requirements, including reporting and indemnification requirements on any vendor of a tax deferred plan or any existing tax deferred plan, (with respect to new enrollments only) and may decline to enter into any such agreement or new enrollment with any vendor that fails or refuses to agree to such requirements.

B. Fair Share

1. Upon notification from the Association, the Treasurer shall deduct fair share fees from the bargaining unit members on the list provided by the Association.
2. Indemnification

The Association (on behalf of itself and the OEA and NEA) agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer;
- c. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or, (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement, however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

C. School Telephone

A separate telephone will be placed in each school building for use by the Association and its members. Such telephone shall be located in an area that ensures privacy for all members using the phone. The Association shall be responsible for all toll calls on these phones that have not been paid by individual members. The Association shall receive a phone bill on a monthly basis. The Association shall submit payment to the Treasurer within fifteen (15) days of receipt of the bill.

D. Classroom Observation

When any person(s) other than the building principal or assistant principal requests the opportunity to make a classroom observation, the scheduling and approval of such observations shall be at the discretion of the Building Principal with prior knowledge of the member affected. A member(s) may request and shall be granted delay of such observation until the next school day or as deemed appropriate by the administration.

E. Assignment of Participants

Student teachers, observers, participants and any other similarly related individuals shall be assigned only after the member volunteers to take any of the aforementioned individuals.

F. Rights Concerning Reprimand

1. A member will not be reprimanded in the presence of any other employee, student, parent, or any member of the public except as provided below.
2. A formal reprimand is the issuance of the Reprimand Report Form. The member shall have the opportunity to be accompanied and/or represented by an Association representative of his/her choice at a formal reprimand meeting. The aforementioned does not preclude the presence of legal counsel if the member so desires. However, if the member wishes to have legal representation at the meeting the respective administrator should be notified at least forty-eight (48) hours prior to the meeting so the administrator may also choose to have a legal representative present. A formal reprimand meeting is one in which the written reprimand may be issued.
3. Reprimand Report Form (see Appendix A).

III. SCHOOL DAY, YEAR, AND CALENDAR

A. School Day

The length of the school day shall be seven (7) hours and thirty (30) minutes which includes a thirty-(30) consecutive minute duty-free lunch period (exclusive of passing or travel time). A member will be permitted to leave the building during his/her lunch period. Prior to leaving the building, the member will sign a log indicating the time of departure and return.

By mutual agreement between a building staff and the building administrator, exceptions may be made on regularly scheduled parent conference days. Should parent teacher

conferences be canceled due to unforeseen circumstances, the make-up date(s) will be presented to the Principal's Advisory Committee for their input.

B. Planning/Conference/Collaboration Time

Planning/conference/collaboration time at the high school and middle school shall be within the student day and shall be one (1) full period daily. Elementary planning/conference/collaboration time shall occur within the school day and shall not be less than two hundred (200) minutes per week. At the elementary schools the principal and PAC are asked to make an effort to provide at least 40 minutes a week for planning/conference/collaboration during the student day.

C. School Calendar

1. The Board will develop and submit to the Association a rolling three year calendar with the understanding that the third year of the calendar is tentative. The Association will be afforded the opportunity to submit a written response to the Superintendent within thirty (30) days following receipt of the proposed calendar. At least one (1) school year in advance, the Board will adopt a formal calendar.

Each calendar will consist of one hundred eighty-two days. The second in-service day will be scheduled and included in the formal calendar after consultation between the Association President and Superintendent. No changes will be made to the formal calendar without prior consultation with the Association President.

2. It is strongly recommended that at least one half of the first day of school be set aside for teachers to prepare individually for the upcoming year. Steps should be taken to provide this opportunity district wide.

D. Make-Up Days

Any make-up day(s) required to fulfill the one hundred eighty-two (182) day calendar shall be determined by the Board with the Association having an opportunity for input. The first five make-up days will not occur during Spring Break.

IV. PERSONNEL FILES

A. Contents of Files

An official personnel file which includes the following items shall be maintained in the Central Office for each member:

1. Current local address and phone number;
2. Application for employment;
3. Current employment contract(s);
4. Ohio teaching certificate(s);
5. College transcripts and other in-service credits;
6. Written reprimands or complaints, together with any written replies thereto;
7. Written observations and evaluations required by the District's evaluation procedure;
8. Letters of commendation and certificates of award; and,
9. Other matters related to employment—a member will be provided a dated copy within (14) days of placing the document in the personnel file.

B. *Limitations*

1. A member shall be notified at the time a request to review his/her personnel file has been made by other than a school official. If the member is not available, an email shall be sent to confirm the attempt of notification.
2. No anonymous complaints or reports critical of a member shall be included in the file.
3. A member shall have the right to review evaluations in his/her file and to have a written reply to the same included in his/her file.
4. A member may request and shall receive at his/her expense a reproduction of any item in his/her file, exclusive of confidential letters of recommendation or reference.
5. If a member disputes the accuracy, timeliness, relevance or completeness of any item in his/her file, it shall be reviewed by the principal and/or superintendent and the member involved. Any item may be expunged by mutual agreement of the member and Superintendent or his/her designee.
6. At the member's request, written reprimands and any written replies thereto will be expunged after twenty-four (24) months following their issuance by mutual

agreement of the member, the members' designated Association representative and Superintendent or designee.

V. VACANCIES, NEW POSITIONS, AND TRANSFERS

A. Definitions

1. Vacancy: The Board shall determine when a vacancy exists.
2. Transfer: Reassignment to a different grade level(s), building(s) or subject area(s).

B. Vacancies

1. The Superintendent will publish a listing of all bargaining unit vacancies or anticipated vacancies throughout the school year. The vacancy and new position notice(s) shall include the grade level(s), subject area(s), school(s), certification(s), and time period to apply.
2. Notice of such vacancies will be distributed to members of the bargaining unit.
3. When vacancies occur during the summer months when school is not in session such notices will be placed on the District-wide voice mail system and on the District web page. Bargaining unit members may receive notice by mail during the summer months by written request to the Superintendent prior to the end of the school year.

C. Voluntary Transfers

1. A member who desires to transfer into a different assignment shall make written application or electronic communication to the Superintendent. Such application shall include the grade(s), subject(s), and building to which the member desires to be transferred.
2. If the Superintendent or other Administrator denies a member's request, the member shall be notified and given reason for denial at the same time notification is given to the recommended candidate. A copy shall be sent to the Association.

D. Involuntary Transfers

1. No member shall be involuntarily transferred until after a meeting with the member(s), Building Principal(s) involved, and the Superintendent. Seniority

shall be considered in making decisions about involuntary transfer. The member(s) may have a representative of the Association present at the meeting.

2. A member who is involuntarily transferred will be notified in writing of the transfer and the reasons for the transfer by the Superintendent.
3. Any member who is transferred involuntarily within thirty (30) calendar days of the beginning of the adopted school calendar year shall receive a supplemental contract of three (3) days at his/her per diem rate within thirty (30) calendar days of assuming the new position.
4. Any member who is transferred involuntarily within fifteen (15) calendar days of the beginning of the adopted school calendar year shall receive a supplemental contract of five (5) days at his/her per diem rate within thirty (30) calendar days of assuming the new position.
5. Sections 3 and 4 above shall not apply in instances of involuntary transfers resulting from the resignation of a member unless it involves a transfer in grade level or subject area.
6. Upon written request, a member who has been involuntarily transferred shall be granted a release from his/her teaching contract, without penalty, provided such member submits such request at least 3 weeks prior to intended release date.

E. Notification

The Association shall be notified in writing of all transfers at the same time the member(s) are notified.

F. Job Sharing

Members may be allowed to job share within compatible assignments. Job sharing shall be treated as a voluntary transfer.

VI. CONTRACTUAL STATUS

A. New contracts

A member new to the District is awarded a one- (1) year limited contract.

B. Contract Sequence

A member who has a provisional certificate and a satisfactory evaluation from his/her evaluator shall be employed on the following contract sequence after the first year: one (1) year; two (2) years; two (2) years; and three (3) years thereafter. The number of such contracts is not limited.

C. Continuing Contract

1. A member who has had tenure in another Ohio School District prior to coming to Athens will be considered for tenure in the Athens City School District upon the completion of two years service and a satisfactory evaluation.
2. A member who has completed three (3) or more years of service in the district, satisfies the requirements of Ohio Law, including R.C §3319.08 (D), for eligibility for a continuing contract of employment and has a satisfactory evaluation will be considered for a continuing contract notwithstanding of whether this action would cause a two (2) or three (3) year limited contract to be broken during the duration of said contract. Any member who anticipated becoming eligible for the award of a continuing contract shall notify the Superintendent of his or her intended eligibility not later than October 1 of the school year in which eligibility is anticipated. Failure to so notify by that date shall result in a deferral of eligibility until the following year.
3. A member who becomes eligible for continuing contract status and has less than a satisfactory evaluation may be awarded a one (1) or two (2) year contract upon recommendation of the Superintendent. No more than one (1) such contract shall be awarded a member.
4. See Appendix B

D. Teacher's Limited Contract Form

1. See Appendix C

E. Long-Term Substitute Teachers

Long-term substitute teachers, those hired to take the place of a regular bargaining unit member who is on an approved leave of absence or who leaves employment after the start of a school year and who are tentatively assigned to the same position for an anticipated assignment of sixty (60) school days or more during one school year, will become bargaining unit members after said sixty (60) days and from that time forward will be paid based on the appropriate teacher's salary schedule. At any time during said sixty (60) days, the substitute may be removed from the long-term assignment and reassigned to short-term substitute status. Benefits in addition to salary will commence

after said sixty (60) days. The employment of a long-term substitute will come to an end upon the return to duty of the bargaining unit member replaced by the substitute or the end of the school year, whichever occurs first. No Board action of non-renewal or notice of non-renewal shall be required. The long-term substitute contract will include the conditions of employment and non-renewal.

F. Long-term Substitute Contract

1. See Appendix D

G. Employment of Retired Teachers

In the event the Board employs a retired teacher (as used herein, “retired teacher”) for a regular teaching position, the following shall apply:

1. The retired teacher will be considered a “Beginning Teacher” in all respects with the following specific clarifications:
 - a) Notwithstanding state law as it pertains to years of service and service credit for salary placement purposes, the retired teacher shall be placed at the zero (0) years of experience salary step for the initial year of employment.
 - b) If the retired teacher retired from the Athens City School District and took advantage of an early retirement incentive buyout, said teacher would not be eligible for any subsequent early retirement incentive program.
 - c) STRS retirement contributions for the retired teacher will conform to the rules of STRS for the employment of retired teachers.
 - d) The retired teacher will enter the school system with zero (0) years of seniority.
 - e) The initial contract of employment will be a one year limited contract; all subsequent contracts will be determined by the Negotiated Agreement.
2. The Board and Association intend this Section to supersede and take the place of any and all contrary provisions of both Ohio law and this Negotiated Agreement.

H. Absence of Member

Members who are absent on Board-approved leave during the final year of a limited contract and who have been unavailable for evaluation shall have their limited contract extended by one school year to permit evaluation.

VII. EVALUATION (REGULAR TEACHING CONTRACT)

A. Evaluator

A member shall be evaluated by his/her Building Principal, Assistant Principal, Superintendent or Associate Superintendent. A member serving more than one (1) school shall be evaluated by the Building Principal, Assistant Principal, Superintendent or Associate Superintendent.

B. Procedure

1. Within the first sixty (60) calendar days of the adopted school-calendar year, a group conference shall be held between the evaluator and the members being evaluated to explain the evaluation process. Members that are employed during the course of the school-calendar year shall have their meeting within the first thirty (30) days following employment. Any member shall explain his/her plan and objectives for the year and shall have the opportunity to do so in a private meeting. No member shall be evaluated on his/her performance except after observation of the work performance of the member by the evaluator.
2. A formal observation of the work performance of a member for the purposes of evaluation shall be conducted with full knowledge of the member. Advanced notification (24 hours) of a formal observation for evaluation purposes shall be given. An observation or series thereof and evaluation shall be followed within ten (10) school days by a conference between the evaluator and the member in order to review and discuss the written evaluation report. The ten (10) day time period may be mutually extended in writing between the parties. One (1) copy of the written evaluation report will be placed in the member's personnel file, and one (1) copy will be retained by the member.
3. All members whose contracts are up for renewal shall be evaluated at least one (1) time during the first (1st) semester.
4. Should deficiencies be recorded in the evaluation report of a member who is up for contract renewal, the evaluator shall provide the member with written recommendations on the evaluation report regarding improvements needed to be made in teaching performance and a means by which the member can obtain assistance in making such improvements. Thereafter the evaluator shall conduct a second (2nd) evaluation prior to March 15 and shall provide the member with

written recommendations on the evaluation report regarding improvements needed to be made in teaching performance and a means by which the member can obtain assistance in making such improvements.

5. Any member being evaluated may request and shall be granted a second (2nd) evaluation by the same evaluator or by a different evaluator mutually agreed upon by the Superintendent and the member.
6. The evaluation procedure shall prohibit the use of standardized or criterion-referenced testing as a means of evaluating members.
7. Other members whose contracts are not up for renewal may be evaluated annually.
8. Any evaluation timeline which cannot be met due to the closing of schools or unavailability of a necessary party due to circumstances beyond the control of that party (such as illness or family emergency) shall be extended by the number of days the parties were unavailable.

C. *Nonrenewal*

1. Reasons for the nonrenewal of a regular teaching contract shall be clearly stated and shall set forth the substantive basis for the nonrenewal and shall be given to the member in writing with the official notification of the Board's action not to renew. Nonrenewal is not permitted for reasons which permit a RIF under Article IX Section A of this Agreement.
2. A member so notified shall have the right, if requested in writing within ten (10) days after receipt of such notice, to a hearing before the board to offer reasons against such nonrenewal of contract. The Board's hearing shall be held no later than twenty (20) days following receipt of the member's written request.
3. The Association shall be notified of the hearing and shall have the right, if requested in writing, to representation at such hearing. The hearing before the Board shall be held in executive session. The Board will render a written decision within five (5) days after adjourning the hearing, based on its consideration of the facts presented at the hearing. A copy of this written decision shall be sent to the member, the administrators directly involved, and the Association.

The provisions of this Article shall supersede and take the place of R.C. Sections 3319.11 and 3319.111.

4. Nothing contained in this Article (VII) is intended to restrict the ability or right of the Board to reduce the staff when in its opinion it is necessary or expedient to do so; however, any such reductions in staff must comply with Article IX.

D. Evaluation Committee

A committee of teachers and administrators may be formed to review and make recommendations for revision of the evaluation process and forms. The committee may be convened upon the call of the Superintendent or the Association President. If the committee is so convened, it shall make its recommendations no later than one hundred twenty (120) calendar days prior to the expiration of the Master Agreement.

E. Evaluation forms

1. See Appendix E, F, G

VIII. GRIEVANCES

A. Definitions

1. A ~~grievance~~ is a claim on the Grievance Report form by a member of an alleged misinterpretation or misapplication of a written provision(s) of the master agreement.
2. An ~~aggrieved~~ person or persons is any member, or group thereof, having a grievance. Any member may consult with any representative of the Association grievance committee or any Association officer for assistance.
3. The number of days indicated at each level shall be considered as maximums and should be adhered to in expediting the procedure. Time limits may only be extended by mutual agreement of the parties.
4. ~~Day~~ means a scheduled work day for members. During the summer months when school is not in session ~~Day~~ means days when the central office is open for business.

B. Procedure

1. The purpose of this procedure shall be to obtain, at the lowest level and in the shortest period of time, equitable solutions to grievances.

2. All parties agree that grievance proceedings should be handled in a confidential manner.
3. Nothing contained herein shall be construed as limiting a bargaining unit member having a complaint or problem from discussing the matter informally with members of the administration through normal channels of communication without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms of the existing agreement.
4. An aggrieved member shall initiate action within twenty (20) days of the event or condition upon which the grievance is based. If the initiation of such action is longer than twenty (20) days, the right to the use of the procedure herein described is considered waived.
 - a. Grievances shall be filed at the step which includes the individual(s) who took the action causing the grievance to be filed.
 - b. Lack of adherence to time limits by the grievant shall cause the grievance to be waived. Lack of adherence to time limits by the administration shall permit the grievant to automatically appeal to the next level.
 - c. In all levels of the formal proceedings the official grievance report form shall be made in triplicate; one (1) copy for the aggrieved; one (1) copy for the Association; and one (1) copy for the appropriate administrator.
5. Level One — Informal

Within twenty (20) days of an event or condition that a member considers to be a grievance, he/she shall discuss the problem with the individual that gave rise to the grievance. He/she may do this alone or with his/her official Association representative.

6. Level Two — Formal

In the event the aggrieved member is not satisfied with the disposition at Level One, or no decision has been rendered within five (5) days after the informal meeting, he/she may initiate the formal proceedings. In all levels of the formal proceedings the official Grievance Report Form shall be completed in triplicate: one (1) copy for the aggrieved, one (1) copy for the Association, and one (1) copy for the individual. Within five (5) days of the filing, a hearing shall be arranged among the aggrieved, the individual involved, the Association representative, and other parties who may be needed to give information relative to the claim.

The disposition by the individual(s) shall be added to the Grievance Report Form in triplicate within five (5) days of the hearing. The individual(s) and/or member have the right to call recessed sessions for consideration or presentation of new information prior to the adjournment of the hearing. However, such session shall be recessed to a time certain not to exceed five (5) days, unless both parties mutually agree to extend the previous time limitation.

7. Level Three — Formal

If the aggrieved member is not satisfied by the disposition of the immediate administrator, he/she may seek a hearing with the Superintendent or his/her designated representative within two (2) days after the disposition in Level Two, by completing Level Two on the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next five (5) days, a hearing shall be arranged between the aggrieved, and/or a representative of the Association, the Superintendent or his/her designated representative who must be someone other than the aggrieved person's immediate administrator, and other parties who may be needed to give information relative to the claim. The disposition of the Superintendent or his/her designee shall be completed within five (5) days of this hearing. The Superintendent or his/her designated representative has the right to call recessed sessions for consideration or presentation of new information prior to the adjournment of the hearing.

8. Level Four — Formal

If the aggrieved member is not satisfied with the disposition at Level Three, or if Level Three was waived by either party, he/she may request through the Association that the issue be submitted to binding arbitration. Such request must be made within five (5) days after the disposition at Level Three. Upon the filing of such request with the Superintendent, the Board and the aggrieved shall jointly request the American Arbitration Association (AAA) to provide a list of arbitrators. Arbitrator selection shall be in accordance with the alternate strike method. The party to strike first shall be decided by the flip of a coin. Either party may request a second list. The costs of the arbitrator shall be borne equally by the Association and the Board.

The arbitrator shall have the authority only to hear the particular issue and shall not have the authority to change, delete, or modify the existing agreement.

C. *Limitations*

1. Nothing in this procedure shall be construed so as to deny the Association or its representatives the right to redress before an appropriate administrative agency or

through the courts if such a course seems to them, at their sole discretion, more appropriate.

2. No member may be represented by an organization other than the Association in a grievance initiated pursuant to this procedure.
3. No member shall be denied the right to legal advice and/or counsel in any of the levels listed above.
4. A grievance may be withdrawn at any level without prejudice or record.
5. Copies of all written decisions of grievances shall be sent to all parties involved: the Association President, the aggrieved, and the appropriate administrator.
6. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in procedures described in this agreement. Official grievance records shall be kept in a separate file by the Board.
7. Adequate release time with pay and a substitute to accomplish the following:
 - a. The President of the Association and/or his/her designee and the grievant shall be given release time for grievance hearings at each level of the grievance procedure when the hearing is held during the school day.
 - b. Any member required to appear at an arbitration shall be granted release time for such appearance when the hearing is held during the school day.

D. Grievance Procedure Form

1. See Appendix H.

IX. REDUCTION IN FORCE

A. Reasons for Reduction

The Board may make reasonable reductions in force when one (1) or more of the following conditions exist: decreased enrollment of students, suspension of schools, territorial changes affecting the District, return to duty of members after leaves of absence, abolishment of positions, loss of funds and/or financial emergencies.

B. Notification of Association

If the Board is contemplating a reduction in force, it will notify the Association and the member affected at least thirty (30) calendar days before the proposed date of such reduction. Such notice will be in writing and will include the specific member's name and position to be affected, the proposed time schedule, and the reasons for the proposed action. Except for reductions due to return to duty from leaves of absence, reductions in force shall take place between the last day of school and August 1 of the following school year.

C. *Suspension of Contracts*

1. Reductions will be made by suspension of contracts.
2. The Board will suspend contracts by seniority within areas of certification according to official Board records held at the time of the suspension of contracts with preference given to members holding continuing contracts.

D. *Seniority List*

1. A seniority list shall be issued during October of each year.
2. The list shall contain two (2) parts--the first (1st) part for members holding continuing contracts and the second (2nd) part for members holding limited contracts.
3. The list will contain seven (7) columns:
 - a. Column A will show the full name of the member. An asterisk will be used to denote those members currently on leave of absence.
 - b. Column B will show the number of years of continuous service in a bargaining unit position. The date of continuous hire begins at the date of the official Board action to employ. A tie will be broken by the member's date of signing the issued contract of most recent continuous service. Any remaining ties will be broken by the flip of a coin.

A year of seniority shall be defined as one hundred twenty (120) or more days of full-time employment in one (1) school year. Current (as of September 1, 1983) part-time members shall retain previously earned seniority, per the agreement, beginning with the 1983-84 school year. A part-time member shall accumulate seniority by calculating the number of hours worked daily, and these hours shall be annualized and pro-rated on the basis of a full-time member.

The pro-rated time shall then be used for number of years of seniority in the District. Unpaid authorized leaves of employment in a nonbargaining unit position shall not be counted toward years of seniority. However, such leaves of employment shall not constitute a break in continuous service.

- c. Column C will show years of experience or comparable years of experience (per state requirements) as paid on salary schedules.
- d. Column D will show date of hire.
- e. Column E will show contract status (C or L).
- f. Column F will show the areas of certification that the members currently hold. The present area of certification being used will be underlined.
- g. Column G will show current degree held (BA, BA+150, MA, MA+30, PhD)

E. Recall Rights

1. A member will be recalled to bargaining unit positions by seniority and certification held at the time of recall before any new person(s) is employed.
2. A member shall remain on the recall list for a period of two (2) school years, September 1 through June 30, following the date of suspension of his/her contract. A member shall remain on the recall list unless he/she waives his/her rights in writing, fails to accept recall in a position for which he/she holds certification, or fails to report to work in a position that he/she accepted within ten (10) calendar days after receipt of the notice of recall.
3. A member who is offered part-time employment may accept or reject part-time employment without loss of recall rights.
4. Notice of recall will be given by certified mail to the last address given to the board by the member. If the member fails to respond within ten (10) calendar days, he/she will be deemed to have refused the position offered. Loss of all recall rights will occur if a member refused to accept recall to a full-time position.
5. While on the recall list, a member will have the option to remain an active participant in all fringe benefit programs as permitted by the carrier. The member shall assume all premium costs for fringe benefits if his/her option is requested and permitted.

6. All benefits to which a member was entitled at the time of the suspension of his/her contract shall be restored upon recall.

X. SALARY

A. *Salary Placement*

1. A member shall advance on the salary schedule when the member files with the Treasurer an official transcript of the necessary earned college credit to advance to the next salary schedule column. The salary advancement will be made effective on the date that the advancement credit was awarded, as reflected on the official transcript. Such increase will begin to be paid within thirty (30) days of receipt of the transcript.

If the credit was earned prior to the end of the school year, a transcript (or proof of completion) must be provided prior to July 1. If the transcript (or proof of completion) is provided after July 1, the salary advancement will be awarded the following school year. No advancement will be made on noncontract days (summer time).

2. The bachelor's degree must have been attained in order to receive credit for four (4) years of training, except where state regulations provide otherwise.
3. A year of experience shall be defined as one hundred twenty (120) days of service within a school year in the public schools of any of the states. Credit will be granted as required by law. Evaluation of prior service credit shall be made at the time of employment by the Superintendent.
4. A part-time member shall be granted an increment annually for one hundred twenty (120) days or more of part-time service during one (1) school year.
5. Members holding a Masters Degree who have earned graduate level credit hours in any education related subject areas in excess of those required for the award of the Masters Degree may be given credit for these hours toward the MA+30 salary index column. The Superintendent may deny credit for hours taken in a non-educational area.
6. In order to qualify for the Ph.D. column, the member shall show by means of an official college transcript the satisfactory completion of a Ph.D. program from an accredited, approved institution.

7. Credit for military service shall be in accordance with Section 3317.14 of the Ohio Revised Code. Credit for peace corps service shall be given for actual time served up to a maximum of two years.

B. *Paydays*

Each year annual salaries shall be divided by 26 and paid every other Friday not to exceed 26 equal pays per year. If the pay date should fall within three (3) days of the last school day before the vacation holiday, the member shall be paid on the last school day.

The three hundred and sixty five day year necessitates that an adjustment occur every six or seven years to prevent a three-week gap between pays. The Board and Association agree that during the school year when this occurs, the Board will issue twenty-seven (27) pays. The treasurer will adjust the salary schedule to carry and spread any negotiated increases over the twenty-seven (27) pays.

C. *Seasonal Supplemental Salaries*

Seasonal supplemental salaries (i.e., coaching) will be paid upon completion of each season. Year-long supplemental salaries (i.e., student council advisors) will be paid in three (3) equal payments in November, March and June. Extended service salaries will be pro-rated in regular paychecks. All supplemental salaries shall be paid by addition to the second payroll of the above schedule.

D. *STRS Pickup Utilizing Salary Reduction Method*

The Board herewith agrees with the Association to pick up, utilizing the salary reduction method, contributions to the State Teachers Retirement System (STRS) paid on behalf of the employees in the bargaining unit under the following terms and conditions:

1. The amount to be picked up on behalf of each employee shall be the state mandated percentage of the member's gross annual compensation. The member's annual compensation shall be reduced by an amount equal to the amount picked up by the Board for the purpose of state and federal tax only.
2. The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
3. The pickup shall become effective and shall apply to all compensation including supplemental earnings thereafter.

4. The parties agree that should the rules and regulations of the IRS or STRS change making this procedure unworkable, the parties would return, without penalty, to the former method of member/Board contribution.
5. Payment for all paid leaves (sick leave, personal leave, severance and supplementals including unemployment and Workers' Compensation) shall be based on the member's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a member's contract).

E. ERI

1. In order to receive a retirement incentive payment, each retiring member must complete the school year and retire at the end of the school year (June 30) and must submit to the Superintendent evidence of eligibility for the retirement incentive from STRS not later than April 15 of the year of retirement. Members retiring mid-year will not be eligible to receive a retirement incentive payment. Members must have ten (10) or more years' service in Athens City Schools to receive a retirement incentive payment. All retirement incentive payments will be paid in January of the calendar year following the member's retirement.
2. A retirement incentive will be paid to each eligible retiring bargaining unit member who elects service retirement under the regulations of the State Teachers Retirement System (STRS) in accordance with the following provisions. A bargaining unit member is eligible for the retirement incentive if that member retires by June 30 of the first year in which the member attains retirement eligibility with STRS. A member who retires under STRS and has twenty (20) years of service with STRS shall be given a retirement incentive of \$10,000. A member who becomes eligible for retirement by reason of attaining age 60, regardless of years of service, and who retires in the first year of eligibility will be given a retirement incentive of \$10,000. A member who retires under STRS and has twenty-five (25) years of service with STRS shall be given a retirement incentive of \$15,000; a member who retires under STRS and has thirty (30) years of service with STRS shall be given a retirement incentive of \$20,000. Members who work under a less than full-time schedule in the year immediately prior to retirement will receive an incentive payment reduced by the percentage difference between the members' schedule in the final year of service and a full-time schedule. Such members must retire at the end of the first year of eligibility (June 30) in order to receive the retirement incentive. Members who do not retire in the first year of eligibility will not receive the retirement incentive.

F. Salary Schedules

Effective January 1, 2011 the BA Base salary shall be \$33,617.

Effective January 1, 2012 the BA Base salary shall be \$34,037.

Effective January 1, 2013 the BA Base salary shall be \$34,463.

The salary schedules are attached hereto. (See Appendix J)

XI. FRINGE BENEFITS

A. Insurance

1. Medical

The Board shall provide Blue Cross/Blue Shield Physician and Hospitalization insurance coverage (or equivalent benefits from another carrier if jointly agreed to by the Board and Association) for each member. The Board shall pay 90 % of the cost of the policy for single coverage and 90% of the cost for family coverage. The Agreement will include an alternate health insurance plan which will be a preferred provider plan as recommended by the Insurance Committee and identified in the Agreement in addition to the current indemnity plan certificate. The plan which will be recommended will be substantially in the form attached unless the Committee mutually agrees to a different preferred provider plan. The Board and the Association, with the assistance of the District's insurance consultants, will plan and implement a systematic program to inform the members of the bargaining unit of the features of each of the alternate health care plans.

2. Major Medical

The Board shall provide Blue Cross/Blue Shield Major Medical Insurance coverage (or equivalent benefits from another carrier if jointly agreed to by the Board and Association) for each member. The Board shall pay 100% of the cost of the policy for single or family coverage. No new participants will be admitted to the plan after January 15, 2008.

3. Prescription

The Board shall provide Blue Cross/Blue Shield Prescription Drug Insurance coverage (or equivalent benefits from another carrier if jointly agreed to by the Board and Association) for each member. The Board shall pay 90% of the cost of the policy for single coverage and 40% of the cost for family coverage.

4. Dental

The Board shall continue to provide single/family dental insurance coverage that meets or exceeds the specifications set forth under the current OASIS Trust Dental Plan (21H) for each member and his/her eligible dependents. The Board shall pay 90% of the costs of the policy for single coverage and 90% of the cost for family coverage.

5. Vision

The Board shall provide Vision Service Plan (12-12-12 Plan) Vision Insurance coverage (or equivalent benefits from another carrier if jointly agreed to by the Board and Association) for each member. The Board shall pay Twelve Dollars (\$12.00) monthly toward single or family coverage.

6. Life

The Board shall provide Term Life Insurance in the amount of Twenty-five Thousand (\$25,000.00) plus an equal amount of accidental death and dismemberment coverage for each member.

After meeting the requirements of the insurance carrier the Board shall allow individual members to purchase additional amounts of coverage through payroll deduction.

7. Insurance Benefits

Medical, Major Medical, Prescription, Dental, Vision, and Life Insurance coverage shall meet the benefits outlined in the Benefit Certificate.

8. Both Spouses Employed

In cases where spouses are members, the Board's share of single coverage for one spouse shall be applied to the other spouse's share of the family coverage, if so desired by both spouses.

9. Part-Time Members

Members employed for less than a seven-hour day shall receive a pro-rated amount of the Board's cost for each coverage.

10. Insurance Committee

An insurance review committee will be established to monitor, review, and consider changes to the current insurance plan. This committee will be comprised of three members to be appointed by the Association and two members to be

appointed by the Board. This committee will act only in an advisory capacity. The Insurance Committee will be convened upon request of either the Board or Association. The Board and Association are encouraged to submit proposed insurance plan and/or benefit changes to the Insurance Committee for review prior to collective bargaining.

11. IRS Section 125 Plan

The Board shall provide a Section 125 plan for the payment of bargaining unit members' insurance premium contributions on a pre-tax basis.

B. Severance Pay

1. Severance pay is paid to employees of the Board upon their retirement from active school service under the provisions of the appropriate public employee retirement system or upon death while an employee.
2. Retirement is defined to include the following:
 - a. The employee must express his/her intent to retire;
 - b. The employee must be eligible to retire under STRS;
 - c. The employee must have ten (10) or more years' service in Athens City Schools. Employees who have at least five (5) years of service with Athens City Schools but less than ten (10) years of service shall only be granted severance in accordance with 3(a) below for accrued but unused sick leave earned during their service with Athens City Schools. For employees with at least five years but less than ten years of service with Athens City Schools, any unused sick leave carried into the district by the employee will be subtracted from the employees' total accrued sick leave prior to the application of the formula described in section 3(a) below.
3. The severance pay calculation will be equal to one-quarter (1/4) of the value of the employee's accrued, but unused, sick leave with a maximum payment to be the value of sixty-five (65) days of sick leave based on the employee's daily rate of pay at the time of retirement or death. The aforementioned maximum payment shall be subject to the following exception: a member shall accumulate one (1) additional day of severance pay if he/she uses less than four (4) days' sick leave per school year. Days under this exception shall accumulate.

By July 1, 1988, members shall be notified of the additional accumulated severance days per agreement January 15, 1985-January 16, 1988. These days shall be added to any accumulated under the present agreement. The member

shall be notified of annual accumulated severance days by the last paycheck of each school year, thereafter.

4. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at the time of payment. Such payment shall be made only once to any bargaining unit member.
5. In recognition of service, members shall be paid upon service retirement from Athens City Schools, in addition to other payments provided in this agreement, an amount equal to the member's daily rate at the time of retirement times the number of days set forth below:

Years of Service	Number of Days Paid
5 to and including 9	1 day
10 to and including 14	2 days
15 to and including 19	3 days
20 to and including 24	4 days
25 to and including 30	5 days
31 and more	6 days

As used in this provision "year" means full year of service. Service for portions of years or part-time service may be aggregated to full-time equivalent number of years for purposes of this recognition benefit.

C. Reimbursement for College Credit

1. The Board shall annually appropriate \$65,000 to be available at the time of the Summer Quarter (Ohio University) for reimbursement of appropriate college credit hours earned by members. Money for each quarter will be allocated as follows: Summer and Fall Quarters will each be allocated thirty percent (30%) of the total and Winter and Spring Quarters will each be allocated twenty percent (20%) of the total. \$20,000 of the annual designated amount shall be earmarked for use by those bargaining unit members enrolled in a master's degree program. Any money not used will be carried over into the following quarter. The amount of reimbursement will be based on a per credit amount which shall be determined by dividing the Quarterly Allocation by the total number of credit hours for which reimbursement has been applied for by members for that quarter. The reimbursement rate shall not exceed one hundred seventy-five dollars (\$175.00) per quarter hour and shall require prior approval of the Superintendent before the first (1st) day of classes of the Quarter or semester for which reimbursement is requested.

The Superintendent may deny reimbursement for credit hours taken in an academic area that will not benefit the overall instructional program of the schools

or the member affected. Payment will be made to the member after submission of receipt of payment and grade slips/transcripts showing satisfactory completion of the approved credits no later than the end of the following quarter/semester. Any ~~incomplete~~ must be resolved within the next academic quarter or semester or the member will not receive the reimbursement. For the purpose of computing reimbursement amounts, each semester hour shall be treated as one and one-half (1½) quarter hours.

The Superintendent and the Association President will meet prior to July 1, 2012 in order to work out a system of reimbursement based on Ohio University changing to the semester system.

2. Reimbursement for College Credit Form (See Appendix K)

D. Tuition-Free Admission

Provided such students are counted in the School District's ADM, the children of bargaining unit members may attend the Athens City Schools tuition free. Where necessary, bargaining unit members must still obtain athletic releases from their school district of residence. Members whose children are enrolled or wish to be enrolled may utilize the inter-district and intra-district enrollment options subject to the same conditions and limitations as other district pupils.

XII. SUPPLEMENTAL DUTIES

A. Supplemental Vacancies

Notice of supplemental vacancies will be according to Article V, Vacancies.

B. Mileage Reimbursement

A member required to travel as a result of his/her assignment shall be reimbursed at the maximum permissible mileage expense deduction amount approved by the IRS as of July 1 of each year.

C. Planning Period Reimbursement

1. A member who serves by administrative requirement as a substitute teacher during a planning period shall be compensated at the rate of Fifteen Dollars (\$15.00) per class.
2. Such service shall be voluntary.

3. See Appendix R

D. Home Tutorial Rate

The home tutorial rate for members shall be Fifteen Dollars (\$15.00) per hour.

E. Summer School Rate

The summer school rate for members shall be Twenty Five Dollars (\$25.00) per hour.

F. Supplemental Salary Schedule Ratios

The percentage shall be applied to the beginning step of the bachelor's degree column of the teacher basic salary schedule effective July 1 of the contract year.

ATHLETIC EXTRA DUTIES

<u>Position</u>	<u>Index Percentage</u>
Head Football Coach	19.00
Head Basketball Coach	19.00
Head Baseball Coach	11.50
Head Softball Coach	11.50
Head Track Coach	11.50
Head Wrestling Coach	11.50
Head Gymnastics Coach	11.50
Head Soccer Coach	11.50
Head Volleyball Coach	11.50
Head Cross Country Coach	6.25
Head Swimming Coach	6.25
Head Golf Coach	6.25
Head Tennis Coach	6.25
Assistant Football Coach	9.50
Assistant Basketball Coach	9.50
Assistant Baseball Coach	6.25
Assistant Softball Coach	6.25
Assistant Track Coach	6.25
Assistant Wrestling Coach	6.25
Assistant Gymnastics Coach	6.25
Assistant Soccer Coach	6.25
Assistant Volleyball Coach	6.25
Assistant Tennis Coach	4.75
Middle School Football Coach	6.25
Middle School Basketball Coach	6.25
Middle School Track Coach	6.25

Middle School Wrestling Coach	6.25
Middle School Cross Country Coach	6.25
Middle School Soccer Coach	6.25
Middle School Volleyball Coach	6.25
Fall Varsity Cheerleader Advisor	9.50
Winter Varsity Cheerleader Advisor	9.50
Fall Reserve Cheerleader Advisor	5.00
Winter Reserve Cheerleader Advisor	5.00
Fall Ninth Grade Cheerleader Advisor	4.75
Winter Ninth Grade Cheerleader Advisor	4.75
Fall Middle School Cheerleader Advisor	4.00
Winter Middle School Cheerleader Advisor	4.00

NONATHLETIC EXTRA DUTIES

<u>Position</u>	<u>Index Percentage</u>
High School Band Director	19.00
Assistant High School Band Director	9.50
Play Advisor (three performances)	9.25
Summer Band Director	9.25
Middle School/Elementary Band Director	5.75
Detention Supervisor — Middle School	5.75
Arena Advisor	5.00
Stage Advisor	5.00
Asst. Dean of Students -- Middle School	4.50
Matrix Advisor	4.50
Activities Assistant — Middle School	4.25
Junior and Senior Class Advisors	3.25
Vocal Music Director — High School	2.50
High School Student Council Advisor	5.75
Middle School Student Council Advisor	5.75
Elementary Student Council Advisor	2.50
Vocal Music Director -- Middle School	1.75
Elementary Chorus Director	1.75
Prin. Advisory	1.75
LPDC	2.65
Mentors	2.15
Courses of Study Chairperson	2.00
Clubs/Special Programs	1.75
Emergency Services Coordinator	1.75
Building Technology Facilitator	1.90
Yearbook Advisor – Middle School	1.75
Course of Study Review Committee	1.50

AM Supervisor	Seven Dollars Fifty Cents (\$7.50) per hour
PM Supervisor	Seven Dollars Fifty Cents (\$7.50) per hour

G. Policies Covering Supplemental Contracts

1. Prior to the addition of any extra duty positions or change in salary, the negotiating team of the Association and the Board shall negotiate the proposed changes.
2. Application to create a new paid activity under “Clubs/Assistant Coach/Special Programs” shall be submitted to the Superintendent on the appropriate form (See Appendix Q). The approval or denial of an application to create a new paid activity under “Clubs/Assistant Coach/Special Programs” shall be at the sole discretion of the Superintendent and shall not be subject to the grievance procedure.

H. Supplemental Duties Committee

A committee consisting of four members appointed by the Association President and four administrators appointed by the Superintendent shall be formed at the request of the Association or the Superintendent. A quorum of the committee shall require attendance of at least two bargaining unit members and two administrative members. Meetings and minutes of meetings of the Supplemental Duties Committee will be conducted and maintained in accordance with the laws governing the operation of committees of public bodies. Copies of minutes of all Committee meetings will be sent to the president of the Association and to the Superintendent. The Committee will review and submit written recommendations for the revision of Supplemental Duties to the Superintendent and to the Association not later than July 1, of the negotiation year.

XIII. LEAVE PROVISIONS

A. Sick Leave Days

Each member shall accumulate sick leave at the rate of one and one-fourth (1 1/4) sick leave days per month. The Board may require the member to furnish an affidavit that his/her absence was caused by illness due to any of the causes mentioned in this section. A member may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease and to illness or death in the member’s immediate family. Immediate family is defined as mother, father, brother, sister, spouse, child, relative, or other individuals living in the same household. Sick leave will be granted for death in the immediate family. Up to five (5) days’ sick leave shall be granted in the event of the death of a mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or a legal guardian or other person who stands in place of parent (loco parentis).

At the discretion of the superintendent, bereavement leave may be granted to a member for an individual not listed if the member has exhausted all personal leave. Sick leave shall be cumulative to a maximum of three hundred seventy-five (375) days. The previously accumulated sick leave of a member who has been separated from public service in Ohio may be placed to his/her re-employment in the public service in Ohio within a ten- (10) year period. A member can transfer his/her accumulated sick leave for the time actually worked at the same rate as that granted full-time members.

B. Assault Leave

A member physically assaulted as a result of such member's employment and temporarily disabled by any injury resulting from such assault shall remain on the payroll as a member and shall receive all benefits as if on sick leave as hereinafter provided. The Board may require a member on assault leave to submit to a physical examination by a physician of the Board's choosing and at the Board's expense to determine the extent of the disability. The member shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such member the difference between the benefits received and the member's regular salary. The decision of the Bureau of Workers' Compensation on granting benefits shall have no bearing on the provisions of this article. Assault leave may continue up to ninety (90) calendar days. If it is determined by the Board's physician or the attending physician that the assault has left the member with a permanent disability, said member will request disability retirement. Assault leave shall not be deducted from the accumulated sick leave of the member.

C. Personal Business Days

A member shall be granted up to three (3) days per year without loss of pay for the purpose of conducting personal business provided that the personal business could not be conducted at another time. Except under extenuating circumstances, the member must notify his/her Principal one (1) day in advance of the absence. Each member will certify that the personal business day conforms to this provision when he/she requests a day of absence for this purpose. A personal business day may not be used before or after a holiday or vacation period unless there are extenuating circumstances which lead to the approval of the Superintendent in advance of the day requested. A personal business day may not be used for vacation purposes.

A new teacher(s) shall be granted three (3) days of personal leave: one (1) day the first (1st) semester and two (2) days the second (2nd) semester. A new teacher(s) may use days from the second (2nd) semester for the first (1st) semester based upon an emergency or other extenuating circumstances as determined by the Superintendent.

On June 30th of each contract year, up to two (2) unused personal leave days may be carried over to the next contract year. No employee may have more than five (5)

personal leave days during any year. Unless the bargaining unit member notifies the Treasurer by June 15th, the days shall be converted to sick leave days.

1. Each member who has three (3) or less days of chargeable absences against sick leave and/or personal leave shall be reimbursed on the following schedule. An employee who has:
 - a. No days of sick leave and/or personal leave used during the school year shall receive Two Hundred Fifty Dollars (\$250.00).
 - b. One (1) or two (2) days of sick leave and/or personal leave used during the school year shall receive Two Hundred Dollars (\$200.00).
 - c. Three (3) days of sick leave and/or personal leave used during the school year shall receive One Hundred Fifty Dollars (\$150.00).
 - d. For each day of unused personal leave, a member shall receive one (1) sick leave day added to the member's accumulated sick leave at the beginning of the following school year. These additional Sick Leave days shall not be counted in determining additional accumulated severance days as outlined in Article XI, Section B.3.a., nor shall they be included in the computation of the leave bonus as outlined in Article XIII, Section C. 1. These additional Sick Leave Days shall be posted in the first pay period of the next school year.
2. To be eligible, a member must have been employed for the full school year. Half-time members shall receive one-half (1/2) of the above amounts.
3. Jury duty or professional leave days approved in accordance with appropriate policy and procedure shall not be counted as chargeable absence.
4. Employees on leave for professional improvement, medical leave, assault leave or maternity leave shall not be eligible for this compensation.
5. This incentive pay shall be paid in the last pay in July following the close of each school year that this plan is in effect.
6. Personal Leave Form (see Appendix L).

D. Court or Jury Duty Days

A member shall be granted a leave when serving as a juror, witness, defendant, or complainant. As provided below, the Board shall pay a member the difference between such member's regular compensation and the remuneration received for serving as a juror or witness during regular school hours. Any member serving in a school-related matter as a witness, defendant, or complainant shall receive his/her normal per diem wage.

E. Religious Leave Days

A member may be granted leave without loss of pay, with prior approval of the Superintendent, for observance of religious holidays if those holidays cannot be observed outside the regular school hours. Religious Leave Form (See Appendix M)

F. School Visitation Days

A member may be granted one (1) day each year without loss of pay for the purpose of visiting classes in other schools providing the absence has been approved by the Principal and the Superintendent at least five (5) days prior to its occurrence.

G. Temporary Military Duty

A leave of absence shall be granted to a member on military duty. This includes active and temporary military duty in the U.S. Armed Forces, Reserves, Ohio National Guard or Militia. If a member is called for active duty from the reserve forces, the Board shall pay the member the difference between the member's regular compensation and the remuneration received while on military duty for a total of not less than twenty (20) school days. Members shall be afforded all rights provided by Ohio and federal law and regulations during and upon return from military leave of absence.

H. Professional Leave

A member wishing to attend a professional meeting, conference or convention shall file a written request to the Superintendent who has the final determination upon such request. (See Appendix N).

I. Study Leave

Upon application to the Superintendent by July 10 of each year, a member with three (3) years' experience in the school system may request a leave of absence without pay for the purpose of furthering his/her education. A member may be granted study leave without pay for a period of up to two (2) consecutive school years. A study leave may be granted

for less than a full year if needed educational requirements cannot be met outside of the regular school day.

J. Political Leave

A member with three (3) years' experience in the school system who is elected or appointed to a political professional office shall be granted a full-time leave of absence without pay in order to carry out the functions of that office. The superintendent may attempt to arrange a mutually acceptable part-time work schedule for any member who may be elected or appointed to an office which would not require a full-time effort on the part of the member. In order to be granted, such leave shall be requested prior to July 10 for complete school year increments and shall only be granted for one (1) term in office.

K. Child Care Leave (Birth of a Child/Adoption)

Leave without pay for a period of up to two (2) school years will be granted a member requesting maternity or paternity leave. A leave may commence during a school year. The dates established for the beginning and end of such leave shall be filed with the Principal at least thirty (30) calendar days prior to the beginning of the requested leave. Application for adoption leave shall be as soon as practical from the notice informing the member of the actual date of receiving the child. Adoption leave shall be granted as soon as possible.

For the purposes of this section two (2) school years is defined as the remainder of the year in which the leave is commenced plus the entire succeeding school year.

Application for reduction or extension of leave must be made at least thirty (30) calendar days prior to the end of the first semester or by the last day of school in the second semester.

Any reduction or extension in the length of a leave must result in the leave's ending at the conclusion of the first semester or at the start of the next school year.

There shall be no more than one reduction or extension of a leave. Leave plus extension shall not exceed two (2) school years.

It is expected that all child care leave will be full time leave. Part time leave will be granted only in exceptional circumstances and with Board approval.

L. Unpaid Leave of Absence

A leave of absence shall be defined as a period of extended absence from duty without pay. A written request shall be submitted by a member. Approval may be granted by the

Board. Each request for a leave of absence will be considered by the Board upon its individual merits with the following guidelines:

1. Such leave may be granted for a period of not more than two (2) consecutive years for personal growth, professional improvement, illness, or other disability.
2. The member may pay his/her own insurance benefits during this leave of absence.
3. Members on unpaid leave of absence are not entitled to other fringe benefits provided in this contract during such leave.

M. *Family and Medical Leave Act (FMLA) Leave*

Any leave provided under this Agreement that is also available to the member as leave under the Family and Medical Leave Act (FMLA) may be considered as FMLA leave.

N. *Leave of Absence with Pay*

1. A member who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with partial pay, for one or two semesters. The teacher shall present to the Superintendent for approval, a plan for professional growth prior to consideration for such leave, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of one (1) year.
2. The member will receive the difference between what his/her salary would be and the cost of the replacement teacher. Insurance benefits would be provided on a 1/2 basis, with the member paying the other half.

O. *Humanitarian Leave*

A bargaining unit member who, for humanitarian reasons, has a genuine need to receive additional paid leave not otherwise available to him or her under the Negotiated Agreement may, upon the approval of both the Superintendent and president of the Association, be provided additional sick leave days, either by way of advancement or, if approved, by way of transfer from one or more other bargaining unit members. Additional sick leave days awarded by advancement shall be deducted from the member's future accrued sick leave. Sick leave days awarded by transfer from another member will include written authorization from the transferring member directing the District Treasurer to deduct the number of days transferred from the transferring member's accrued sick leave balance.

The decision to grant or to deny any request for humanitarian leave will be made on a case-by-case basis and shall not be subject to the grievance procedure. Neither the granting nor denial of any request for such leave shall be considered precedent for any future humanitarian leave request.

P. Reinstatement from Leaves

1. Reinstatement from such leaves shall be at the beginning of the school year, except where the Superintendent and member agree to a different time. Request for reinstatement should be presented in writing to the Superintendent at the earliest possible date. Failure of the member to notify the Superintendent in writing of his/her intention to return to the District may result in a delayed return.
2. A member returning during the same year as the authorized leave was granted shall resume the contract status, and if possible the same assignment, he/she held prior to the leave.
3. A member on a leave that extends beyond the commencement of the school year will, to the extent possible, resume the same or similar positions he/she held prior to the leave.
4. A member on an approved leave may continue his/her hospitalization or other group benefits for the duration of said leave as permitted by the carrier and providing he/she reimburses the Board for total premium costs prior to each monthly due date. Failure to forward premiums at stipulated times will terminate this benefit.

Q. Personal Calamity Day

An employee who is unable to report to work due to an unexpected or unavoidable calamity which is not able to be addressed by any other available contractual leave, may request that the Superintendent grant a personal calamity day which will be deducted from the employee's accumulated sick leave or personal leave. Granting of such leave will be solely at the discretion of the superintendent.

R. Sub Leave/Protocol

Members will follow district protocol for attaining substitute teachers for leave provisions. Members are to make a concerted effort to notify their supervisor when possible if absent. Members are to follow building protocol for leaving the building during the school day.

S. Certificate of Absence

See Appendix P.

XIV. INSTRUCTIONAL CONCERNS

A. Programs, Curriculum, Textbooks & Instructional Materials

Curriculum, textbooks, and instructional materials shall be recommended by a committee representative of professional staff using such materials. Interested professional staff may volunteer to serve on a system-wide or building-wide committee. Each committee shall recommend its selection to the board through the appropriate administrator and the Superintendent. Final approval shall be determined by the Board.

B. Responsibility for Adequacy of Test Preparation

Amended Substitute Senate Bill 55 has put in place a system that identifies in statute the expected state performance standards for school districts. The performance standards are based, in part, on specific percentages of students who pass proficiency tests. The Board and Association recognize the importance of adequate preparation for students who are required to pass proficiency tests. While the evaluation procedure prohibits the use of standardized or criterion-referenced testing as a means of evaluating members, the adequacy of test preparation is recognized as a shared responsibility of teachers, administrators and the Board and a measure of classroom, building and District performance.

C. Class Size

1. The ratio of teachers to pupils on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. The ratio of teachers to pupils in Kindergarten through fourth grade on a district-wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. Average daily membership shall be calculated at the end of the first full week of October. Educational service personnel and special education personnel shall not be counted as a classroom teacher when determining the ratio.
2. The impact of the assignment of students having Individual Educational Plans (IEPs), with respect to number, type of handicap and individual pupil impact on classroom assignment, will be considered in establishing a reasonable class size and load.

D. Promotion and Retention of Students

The promotion or retention of a student shall be based upon the educational judgment of the professional staff member in charge of the student, the building administrator, and parents. In case of disagreement, the final decision rests with the Superintendent.

E. Lesson Plans

Daily written or computer generated lesson plans prepared by each member will be kept in the member's classroom and will be available upon request by the building administrator. Lesson plans will be considered appropriate when they reflect the graded course of study and/or state standards.

F. Academic Freedom

A member will be afforded freedom to express ideas and opinions without censorship within or related to the classroom provided the exercise of this freedom is within the confines of Board-adopted curriculum and educational policy. Any grievances regarding the denial of academic freedom shall be heard by the Board. The Board's decision shall be final and binding.

G. Local Professional Development Committee

1. Creation of Local Professional Development Committee

There will be a Local Professional Development Committee (LPDC) consisting of seven members who are employees of the Board of Education. A majority of the members shall be members of the bargaining unit and shall be appointed by the President of the Athens Education Association. Representation shall include at least one teacher from each level (k-6; 7-8; 9-12). Initial terms of bargaining unit members shall be three members appointed for terms of three years and one member appointed for a term of two years. Non bargaining unit members of the LPDC will be appointed by the Superintendent with two LPDC members appointed for a term of three years, and one member appointed for a term of two years. Vacancies shall be filled in the manner of original appointment.

2. Duties and Powers of the LPDC

The LPDC will be responsible for approving and reviewing professional development plans for recertification and licensure as specified in Ohio Law governing such committees. The LPDC shall have no authority to make any decision contrary to any provision of this Negotiated Agreement, Board Policy, or any law or regulation governing the operation of public school districts. The LPDC shall not have any

authority to make any decision requiring the expenditure of Board funds without express prior approval of the Board of Education.

3. Meetings of the LPDC

The LPDC shall meet once monthly and at other times as it may determine, but shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

- a) A quorum consists of no less than two members appointed by the Association and one member appointed by the Superintendent.
- b) Additional meetings may be convened by a quorum.

4. Bylaws of the LPDC

The LPDC shall adopt bylaws governing its operations by a five-sevenths majority vote of its members. The LPDC by-laws shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent hearing officer to hear and decide such appeals. The hearing officer may, on the request of the individual requesting appeal, be designated by a professional association to which the employee initiating the appeal is a member. For example, appeals of decisions rejecting a professional development plan for the District Treasurer could be appealed to a hearing officer designated by the Ohio Association of School Business Officials.

H. Inservice Day Alternative

In lieu of attending the inservice day offered by the School District (other than the inservice day held on the first day of school) a member may contract with the members' building principal for seven (7) hours of professional development experience. Courses that offer only college credit may not be used as a substitute for inservice.

I. District-University Exchange of Services Agreement

The District will annually provide the Association President with a copy of the Exchange of Services Agreement with Ohio University.

J. Building Based Decision Making

1. A building based decision process will be implemented in each building as a Principal's Advisory Committee for the purpose of developing member input to assist the building principal in building based decisions.
2. Each instructional building shall have a Principal's Advisory Committee. Membership of the Principal's Advisory Committee shall comprise four (4) members at each elementary school, six (6) members at the middle school and eight (8) members at the high school. Discussions of the Principal's Advisory Committee shall include but not be limited to budgeting, materials and supplies, teacher's working environment, professional leave, student management, IEP procedures, scheduling, inservice planning and instructional concerns. Monthly meetings will be scheduled during the school year. Building based decision recommendations are advisory only and shall not be binding on the building principal. Building based decisions must be consistent with Board Policy, the Negotiated Agreement and all laws and regulations governing the operation of District building programs.

Supplemental contracts for these positions listed in the Supplemental Salary Schedule in Article XII(E) as Elementary/Department Coordinator shall be made available to members.

K. Administering Medication and/or Performing Medical Procedures

No teacher will be required to administer any medicine(s) or perform any medical procedure(s) for student(s). Exceptions to this are those teachers hired with such training as a specific requirement of their employment.

L. District Coordination and Communications Committee

There shall be a District Coordination and Communications Committee (DCCC), which shall meet-not less than one (1) time per semester. The Committee shall include the President of the Association and the Superintendent, together with such additional members, administrators, or others as may be invited. To the extent reasonably possible, meetings will be held during the school day.

Prior to each meeting of the DCCC an agenda will be developed and agreed to by the Association President and the Superintendent. Attendance at the committee meetings will be determined, as needed, by the issues to be addressed at the meeting.

The purpose of the DCCC shall be to address issues related to the educational programs of the District in furtherance of quality educational programs for District students and the furtherance of labor relations between the Board, the Administration and the Athens Education Association. Minutes of DCCC meetings shall be prepared, as directed by the Superintendent and Association President and shall be distributed to each Building and to the Board.

Discussions of the DCCC are not negotiations, and the recommendations of the Committee must be consistent with the Bargaining Agreement and Board Policy

M. Instructional Technology

The Superintendent and the Association President will review the current practice and procedures for technology in the district. The goal will be to ensure that there is broad based teacher input, teacher participation in leadership in the program, and clear connection between application of instructional technology and implementation of the curriculum.

1. Members will not be responsible for technology failure, maintenance, or internet issues (outages) not caused by their own actions. Members will be held responsible for not following district technology protocols, loading unapproved software, or introducing viruses into the system through accessing unauthorized websites, or otherwise taking action that is counter to the design and workings of the technology system without their supervisor's approval.
2. Members will not be required to open email accounts at home or on personal computers.
3. Proper training of the use of all programs that the district wants to use shall occur during the school day; however, voluntary off hours training may be made available. Training should include but not be limited to how to access, use of grading systems, inputting lesson plans, student assignments, attendance, lunch counts, and other jobs required by the new program.
4. Teacher web pages shall not be used for evaluation purposes; however, teachers are expected to maintain an up-to-date web page at a minimum level as established by the district technology committee.

N. Electronic Forms

Forms attached to this Agreement as appendices are included for informational purposes and shall be used until the District has implemented procedures for the submission of information through the use of electronic forms. Upon the implementation of electronic forms related to the same subject matter as the appendices, the electronic forms will be used exclusively.

2011 MAR 21 P 12:42

XV. DURATION OF AGREEMENT

This agreement shall be in effect from January 16, 2008 through January 15, 2011. The Board agrees to provide each member of the bargaining unit with a copy of this agreement, and the Association with twenty-five (25) additional copies, within thirty (30) days of this date. Costs of these copies shall be shared equally between the parties. In the event there is a conflict between a provision of this agreement and any applicable state law, or valid rule or regulation adopted pursuant thereto, the applicable state law or valid rule or regulation shall prevail as to that provision. All other provisions of this agreement which are not in conflict with any applicable state law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect in accordance with their terms.

The Board may re-open negotiations with respect to any one or more provisions of this Agreement during its term upon the happening of one or more of the following events:

- 1) Changes in law or regulations affecting the District that impact one or more provisions of the Agreement.
- 2) Changes in the law or regulations governing the provision of health care benefits for bargaining unit members.

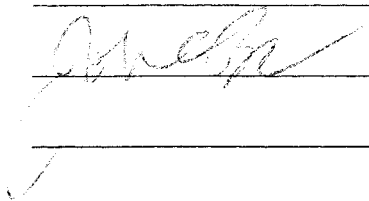
Negotiations may be reopened by written request of the Board directed to the Association President. The parties will meet in good faith within fifteen (15) calendar days of the request and, if necessary, shall utilize the services of a Federal Mediator in an effort to reach an agreement. Unless mutually agreed by the parties, in-term negotiations shall not proceed for more than 5 school days. If not concluded by agreement within that time period the parties will be deemed to have reached ultimate impasse with respect to any provisions upon which they have not reached agreement. Any mutually agreed resolution will be submitted to the Association and Board for ratification. Nothing in this provision shall prevent the parties from voluntarily agreeing to reopen negotiations provided that both parties agree to do so.

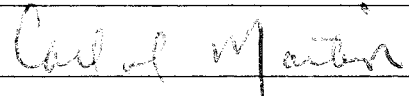
Except as expressly provided herein, this provision shall not limit the right or responsibilities of either the board or association with respect to in-term negotiations.

This agreement is hereby attested to by the signatures affixed below on this 6 day of January, 2011.

FOR THE ASSOCIATION:

FOR THE BOARD:





2011 MAR 21 P 12:42

XVI. SECTION 5705-412 CERTIFICATE OF ADEQUATE REVENUES

OAC SECTION 3301-92-05

**Negotiated Agreement between the
Athens Education Association and the Athens City School District Board of Education
for the period from January 16, 2011 through Midnight, January 15, 2014**

The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Athens City School District Board of Education, located in Athens County, Ohio, hereby certify in connection with the contract referenced above (the "Contract") that:

The school district has in effect for the term of the Contract, the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all of the days set forth in the adopted school calendar for the current fiscal year and for those school days in the succeeding fiscal year which are or will be scheduled to take place during the term of the Contract.

IN WITNESS WHEREOF, we have hereunto set our hands this 14 day of December, 2011.

ATHENS CITY BOARD OF EDUCATION
ATHENS COUNTY, OHIO

By: 
Title: President, Board of Education

By: 
Title: Superintendent

By: 
Title: Treasurer

Athens Education Association & The Athens City School District Board of Education
Negotiated Agreement: January 16, 2011- January 15, 2014

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IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2011.

ATHENS CITY BOARD OF EDUCATION
ATHENS COUNTY, OHIO

By: _____
Title: President, Board of Education

By: _____
Title: Superintendent

By: _____
Title: Treasurer

Athens Education Association & The Athens City School District Board of Education
Negotiated Agreement: January 16, 2011- January 15, 2014

Memorandum of Understanding

With the start of the 2005-2006 school year, the Board will no longer require a member's social security number on any forms. The Board will develop alternate methods for ease of use that will replace the social security number.

XVI. TABLE OF APPENDICES

Reprimand Report Form	Appendix A
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Planning/Conference/Collaboration Time Sub Pay Form	Appendix R

Appendix A – Reprimand Report Form

**ATHENS CITY SCHOOL DISTRICT
REPRIMAND REPORT FORM**

ADMINISTRATOR _____

MEMBER BEING REPRIMANDED _____

TIME _____ **and**
DATE _____

PLACE _____

SIGNATURES:

Administrator

Member

Date of Meeting

Appendix B – Teacher’s Continuing Contract

ATHENS CITY SCHOOL DISTRICT
25 SOUTH PLAINS ROAD
THE PLAINS, OHIO 45780-1333

TEACHER’S CONTINUING CONTRACT

CONTINUING CONTRACT, entered into between the Athens City School District Board of Education and _____ as a teacher beginning with the _____ school year and continuing in full force and effect until said teacher resigns, elects to retire, or is retired, pursuant to Section 3307.37 of the Ohio Revised Code, or until this contract is terminated or suspended as provided by law.

In consideration of such services, the Athens City School District Board of Education shall cause notice to be given annually not later than July 1 in accordance with Section 3319.12 of the Ohio Revised Code and in accordance with the adopted salary schedule. Salary of said teacher will be paid every other Friday, less any deductions imposed on the Board of Education such as by federal, state, or city taxes and the State Teacher’s Retirement Fund. The salary for the first year of this continuing contract will be \$ _____. The basis for determining this salary, subject to documented verification of training and experience, is on the _____ of training with _____ years of teaching and/or military experience on the adopted salary schedule. The contract period for the first year of this continuing contract includes one hundred eighty (180) instructional days and two (2) teacher in-service days, subject to the adopted school calendar.

Said teacher agrees to abide by the rules and regulations of the Athens City School District Board of Education. It is further agreed that all provisions of Sections 3319.08 to 3319.18, inclusive, of the Ohio Revised Code are a part of this contract.

Entered into this _____ day of _____.

President, Board of Education

Treasurer, Board of Education

Teacher

Original to be returned to the Treasurer within ten (10) days

Appendix C – Teacher's Limited Contract

ATHENS CITY SCHOOL DISTRICT
25 SOUTH PLAINS ROAD
THE PLAINS, OHIO 45780-1333

TEACHER'S LIMITED CONTRACT
FOR SCHOOL YEAR(S)

An agreement entered into between _____ and the Athens City School District Board of Education.

This agreement, under the provisions of Section 3319.07 and 3319.08 of the Ohio Revised Code, is subject to the rules and regulations of the Athens City Schools Board of Education. Failure of the teacher to file a proper valid Ohio certificate, BCII and FBI Fingerprint Impressions and current transcript of college credits will render this contract null and void.

The aforementioned teacher hereby agrees to teach in the Athens City Schools, subject to all provisions stated, for a period of _____ year.

The salary for the period of this contract, or the first year thereof, will be \$_____ payable every other Friday. In addition to this salary the Athens City Schools Board of Education will contribute \$_____ to the Teacher's Retirement System in behalf of said teacher. The basis for determining this salary, subject to documented verification of training and experience, is on the _____ level of training with _____ year(s) of teaching and/or military experience on the adopted salary schedule. The contract period includes one hundred eighty instructional days and two teacher in-service days, subject to the adopted school calendar.

The Athens City Schools Board of Education will further contribute to the welfare of said teacher through payments to Workers' Compensation.

The contract, if accepted, should be signed and returned to Treasurer of said board of education within ten (10) days from date of issuance.

Entered into this _____ day of _____.

President, Board of Education

Treasurer, Board of Education

Teacher

Original to be returned to the Treasurer within ten (10) days

Appendix D – Long-Term Substitute Contract

ATHENS CITY SCHOOL DISTRICT
BOARD OF EDUCATION
25 SOUTH PLAINS ROAD
THE PLAINS, OHIO 45780-1333

LONG-TERM SUBSTITUTE CONTRACT

_____ SCHOOL YEAR

_____ (hereafter "Long-Term Substitute") is employed by the Board of Education of the Athens City School District (hereafter "The Board") as a Long-Term Substitute teacher for a term not to exceed the remainder of the school year set forth above effective January 7, 2008.

For the first sixty (60) days of assignment, the substitute teacher shall be employed on a short-term, day-to-day basis and shall be paid in accordance with the Board adopted rate of compensation for short term substitutes and shall have only those rights and benefits afforded short term substitute teachers in the district. During the first sixty (60) days of assignment to the same teaching position, Long-Term Substitute shall have no right to continue in the assignment for any period of time and may be assigned, reassigned or not called for service, as determined by the Board or designee in its sole discretion.

Upon successful completion of sixty school days in the same teaching assignment, the Long-Term Substitute shall become a member of the bargaining unit and subject to the provisions of the negotiated agreement between the Board of Education and the Athens Education Association. Pursuant to Article VI of the Agreement, Long-Term Substitute will be entitled to those rights and benefits afforded other members of the bargaining unit, except that the term of employment for the Long-Term Substitute shall come to an end upon the return to duty of the bargaining unit member replaced by the Long-Term Substitute or the end of the school year, whichever occurs first. No Board action of non-renewal shall be required.

Long-Term Substitute shall observe all district and building regulations governing the teaching assignment(s) given and shall maintain a valid teaching certificate from the Ohio Department of Education for the position to which a Long-Term Substitute is presently being considered. All employment under this agreement is contingent upon the successful passage by the Long-Term Substitute of the criminal records check required by section 3319.39 of the Ohio Revised Code.

All compensation provided under this agreement shall be subject to State teacher Retirement System (STRS) deductions as well as all other deductions and withholding required by law or authorized by the Long-Term Substitute.

The signature of the Long-Term Substitute as set forth on this agreement acknowledges that the Long-Term Substitute has read, understands and agrees to the terms and conditions of this employment.

Entered into this ____ day of _____.

President, Board of Education

Treasurer, Board of Education

Teacher

Original to be returned to the Treasurer within ten (10) days

Athens Education Association & The Athens City School District Board of Education
Negotiated Agreement: January 16, 2011- January 15, 2014

Appendix E – Pre-Evaluation Form

**ATHENS CITY SCHOOL DISTRICT
PRE-EVALUATION FORM**

The following is be used as an agenda for facilitating the evaluation process for this school year.

Goals for the year

Teacher’s Suggestions

- 1.
- 2.
- 3.

Principal’s Suggestions

- 1.
- 2.
- 3.

Evaluation

As per Article VII, Evaluation, in the Master Agreement

Classroom Visitations

Observation Station

Best Times

Notice Preferred

Ideas for Facilitating the Evaluation Process

Teacher

Date

Evaluator

Date

Appendix F – Observation Form

**ATHENS CITY SCHOOL DISTRICT
OBSERVATION FORM**

Teacher _____

Date _____

School _____

Grade or Subject(s) _____

I. General Evaluation

- ___ ___ A. Demonstrates knowledge of subject _____
- ___ ___ B. Provides adequate planning _____
- ___ ___ C. Demonstrates understanding of the needs of learners _____
- ___ ___ D. Establishes and maintains rapport with students _____
- ___ ___ E. Organizes time, space, materials, etc. for instruction _____
- ___ ___ F. Facilitates learning _____
- ___ ___ G. Provides adequate learner evaluation _____
- ___ ___ H. Communicates with learners _____
- ___ ___ I. Demonstrates behavior management _____
- ___ ___ J. Follows adopted graded course of study _____

II. Commendable Points:

III. Area(s) needing Improvement:

IV. Recommendations for Teaching Improvement:

V. Additional Comments and/or Recommendations:

VI. Abides by Written Board Policy:

Teacher _____

Evaluator _____

Date _____

Date _____

___ Written response is attached

Appendix G – Evaluation Form

**ATHENS CITY SCHOOL DISTRICT
EVALUATION FORM**

TEACHER _____ **DATE** _____

SCHOOL _____ **GRADE/SUBJECT(S)** _____

I. CURRENT CONTRACT STATUS:

LIMITED _____

CONTINUING _____

ELIGIBLE FOR CONTINUING: **YES** _____ **NO** _____

II. EVALUATION:

A. COMMENDABLE POINTS:

B. AREAS NEEDING IMPROVEMENT:

C. ADDITIONAL COMMENTS OR RECOMMENDATIONS:

III. CONTRACT RECOMMENDATIONS:

LIMITED _____

CONTINUING _____ (if eligible)

NON-RENEWAL _____

TERMINATION _____

CONFERENCE WAS HELD: (DATE) _____

TEACHER

EVALUATOR

DATE

DATE

_____ **WRITTEN RESPONSE IS ATTACHED**

Appendix H – Grievance Procedure Form

**ATHENS CITY SCHOOL DISTRICT
GRIEVANCE PROCEDURE**

NAME OF AGGRIEVED _____ **POSITION** _____

BUILDING _____ **DATE FILED** _____

I. ARTICLE AND SECTION OF AGREEMENT CLAIMED TO HAVE BEEN VIOLATED:

II. STATEMENT OF GRIEVANCE:

III. RELIEF SOUGHT:

SIGNATURE

Appendix I – Salary Index

Salary Index

Index					
Step	BA	BA+150	MA	MA+30	PhD
0	1.000	1.045	1.150	1.220	1.270
1	1.040	1.090	1.200	1.270	1.320
2	1.080	1.135	1.250	1.320	1.370
3	1.120	1.180	1.300	1.370	1.420
4	1.160	1.225	1.350	1.420	1.470
5	1.200	1.270	1.400	1.470	1.520
6	1.240	1.315	1.450	1.520	1.570
7	1.280	1.360	1.500	1.570	1.620
8	1.320	1.405	1.550	1.620	1.670
9	1.360	1.450	1.600	1.670	1.720
10	1.400	1.495	1.650	1.720	1.770
11	1.440	1.540	1.700	1.770	1.820
12	1.480	1.585	1.750	1.820	1.870
13	1.520	1.630	1.800	1.870	1.920
14	1.520	1.630	1.800	1.870	1.920
15	1.560	1.675	1.850	1.920	1.970
16	1.560	1.675	1.850	1.920	1.970
17	1.560	1.675	1.850	1.920	1.970
18	1.560	1.675	1.850	1.920	1.970
19	1.560	1.675	1.850	1.920	1.970
20	1.600	1.720	1.900	1.970	2.020
21	1.600	1.720	1.900	1.970	2.020
22	1.600	1.720	1.900	1.970	2.020
23	1.600	1.720	1.900	1.970	2.020
24	1.600	1.720	1.900	1.970	2.020
25	1.640	1.765	1.950	2.020	2.070
26	1.640	1.765	1.950	2.020	2.070
27	1.680	1.810	2.000	2.070	2.120

Athens Education Association & The Athens City School District Board of Education
Negotiated Agreement: January 16, 2011- January 15, 2014

Appendix J (1) – Salary Schedule 2011

2011	33,617				
Step	BA	BA+150	MA	MA+30	PhD
0	33,617	35,130	38,660	41,013	42,694
1	34,962	36,643	40,340	42,694	44,374
2	36,306	38,155	42,021	44,374	46,055
3	37,651	39,668	43,702	46,055	47,736
4	38,996	41,181	45,383	47,736	49,417
5	40,340	42,694	47,064	49,417	51,098
6	41,685	44,206	48,745	51,098	52,779
7	43,030	45,719	50,426	52,779	54,460
8	44,374	47,232	52,106	54,460	56,140
9	45,719	48,745	53,787	56,140	57,821
10	47,064	50,257	55,468	57,821	59,502
11	48,408	51,770	57,149	59,502	61,183
12	49,753	53,283	58,830	61,183	62,864
13	51,098	54,796	60,511	62,864	64,545
14	51,098	54,796	60,511	62,864	64,545
15	52,443	56,308	62,191	64,545	66,225
16	52,443	56,308	62,191	64,545	66,225
17	52,443	56,308	62,191	64,545	66,225
18	52,443	56,308	62,191	64,545	66,225
19	52,443	56,308	62,191	64,545	66,225
20	53,787	57,821	63,872	66,225	67,906
21	53,787	57,821	63,872	66,225	67,906
22	53,787	57,821	63,872	66,225	67,906
23	53,787	57,821	63,872	66,225	67,906
24	53,787	57,821	63,872	66,225	67,906
25	55,132	59,334	65,553	67,906	69,587
26	55,132	59,334	65,553	67,906	69,587
27	56,477	60,847	67,234	69,587	71,268

Appendix J (2) – Salary Schedule 2012

2012	34,037				
Step	BA	BA+150	MA	MA+30	PhD
0	34,037	35,569	39,143	41,525	43,227
1	35,398	37,100	40,844	43,227	44,929
2	36,760	38,632	42,546	44,929	46,631
3	38,121	40,164	44,248	46,631	48,333
4	39,483	41,695	45,950	48,333	50,034
5	40,844	43,227	47,652	50,034	51,736
6	42,206	44,759	49,354	51,736	53,438
7	43,567	46,290	51,056	53,438	55,140
8	44,929	47,822	52,757	55,140	56,842
9	46,290	49,354	54,459	56,842	58,544
10	47,652	50,885	56,161	58,544	60,245
11	49,013	52,417	57,863	60,245	61,947
12	50,375	53,949	59,565	61,947	63,649
13	51,736	55,480	61,267	63,649	65,351
14	51,736	55,480	61,267	63,649	65,351
15	53,098	57,012	62,968	65,351	67,053
16	53,098	57,012	62,968	65,351	67,053
17	53,098	57,012	62,968	65,351	67,053
18	53,098	57,012	62,968	65,351	67,053
19	53,098	57,012	62,968	65,351	67,053
20	54,459	58,544	64,670	67,053	68,755
21	54,459	58,544	64,670	67,053	68,755
22	54,459	58,544	64,670	67,053	68,755
23	54,459	58,544	64,670	67,053	68,755
24	54,459	58,544	64,670	67,053	68,755
25	55,821	60,075	66,372	68,755	70,457
26	55,821	60,075	66,372	68,755	70,457
27	57,182	61,607	68,074	70,457	72,158

Appendix J (3) – Salary Schedule 2013

2013	34,463				
Step	BA	BA+150	MA	MA+30	PhD
0	34,463	36,014	39,632	42,045	43,768
1	35,842	37,565	41,356	43,768	45,491
2	37,220	39,116	43,079	45,491	47,214
3	38,599	40,666	44,802	47,214	48,937
4	39,977	42,217	46,525	48,937	50,661
5	41,356	43,768	48,248	50,661	52,384
6	42,734	45,319	49,971	52,384	54,107
7	44,113	46,870	51,695	54,107	55,830
8	45,491	48,421	53,418	55,830	57,553
9	46,870	49,971	55,141	57,553	59,276
10	48,248	51,522	56,864	59,276	61,000
11	49,627	53,073	58,587	61,000	62,723
12	51,005	54,624	60,310	62,723	64,446
13	52,384	56,175	62,033	64,446	66,169
14	52,384	56,175	62,033	64,446	66,169
15	53,762	57,726	63,757	66,169	67,892
16	53,762	57,726	63,757	66,169	67,892
17	53,762	57,726	63,757	66,169	67,892
18	53,762	57,726	63,757	66,169	67,892
19	53,762	57,726	63,757	66,169	67,892
20	55,141	59,276	65,480	67,892	69,615
21	55,141	59,276	65,480	67,892	69,615
22	55,141	59,276	65,480	67,892	69,615
23	55,141	59,276	65,480	67,892	69,615
24	55,141	59,276	65,480	67,892	69,615
25	56,519	60,827	67,203	69,615	71,338
26	56,519	60,827	67,203	69,615	71,338
27	57,898	62,378	68,926	71,338	73,062

Appendix K – Reimbursement for College Credit Form

**ATHENS CITY SCHOOL DISTRICT
REIMBURSEMENT FOR COLLEGE CREDIT**

DATE

MEMBER'S NAME _____

REQUEST IS MADE FOR ____ **QUARTER HOURS OR** ____ **SEMESTER HOURS**
DURING THE _____ **QUARTER,** _____.

COURSE NUMBER: **DESCRIPTION:** **HOURS:**

MEMBERS'S SIGNATURE _____

APPROVAL OF SUPERINTENDENT _____

Appendix L – Request for Personal Business Leave Form

**ATHENS CITY SCHOOL
REQUEST FOR PERSONAL BUSINESS LEAVE**

NAME _____ **S.S. NUMBER** _____

SCHOOL _____ **DATE** _____

Date personal business leave requested _____

Signature of Employee

Principal or Supervisor

**Superintendent
(When applicable)**

FOR OFFICE USE

Number of personal days accumulated to date _____

Number of personal leave days remaining _____

Appendix M – Request for Religious Leave Form

**ATHENS CITY SCHOOL DISTRICT
REQUEST FOR
RELIGIOUS LEAVE**

NAME _____

S.S. NUMBER _____

SCHOOL _____

DATE _____

Date religious leave requested _____

Signature of Employee

Approved

Disapproved

Reason: _____

Date

Superintendent or Designee

Appendix N – Request for Professional Leave Form

**ATHENS CITY SCHOOL DISTRICT
REQUEST FOR PROFESSIONAL LEAVE**

Name _____ Social Security # _____

School _____ Date _____

Meeting which you propose to attend and purpose for attending: _____

Place of meeting _____ Date _____

Departure date _____ Returns Date _____

When did you last attend a professional meeting? _____

What was this meeting? _____

Were your expenses paid by the board of education? _____

Please Estimate Your Expenses

Transportation: _____ Miles @ _____ cents per mile \$ _____

Hotel _____ Nights @ _____ per night \$ _____

Meals _____ Days \$ _____

Registration \$ _____

Other (Please List) \$ _____

_____ \$ _____

_____ \$ _____

If the above request is approved, I will expect to submit a summary of the meeting to the building principal or superintendent. I understand that State Law prohibits advanced payment of expenses.

Signature

Principal/Supervisor

Approved _____ Disapproved

Superintendent/Designee

Appendix O – MOU Cooperating Teacher Form – Page 1

**OHIO UNIVERSITY
SCHOOL DISTRICTS FORM
for Use of Discounted Graduate Fee Waiver**

Return completed form to:
College of Education, Dean's Office
Room 133 McCracken Hall
Athens, Ohio 45701

By using this graduate fee waiver you agree to pay 50% of the amount of the waiver (includes the instructional and general fee) given to you by your school district. You must register as stated in the Schedule of Classes. Failing to officially register for the courses you requested will cancel your graduate fee waiver, and the graduate fee waiver will not be available to your school district. You must also be admitted to Ohio University as a graduate student to receive a graduate fee waiver.

Name of Applicant: _____ Social Security Number: _____
 Home Address: _____ Telephone Number: _____

 School District: _____
 School: _____ Telephone Number: _____
 School Address: _____

* Number of graduate fee waivers approved by Superintendent: _____

Title of course(s) for which use of graduate fee waiver is requested: _____

Credit Hours: _____ Catalog #: _____ Call Number: _____ Quarter: _____ Campus: _____
 Credit Hours: _____ Catalog #: _____ Call Number: _____ Quarter: _____ Campus: _____

By signing below the applicant is obligated to pay tuition charges if there is a withdrawal from the course(s).
 If the applicant withdraws during the first two weeks of an academic quarter (or during the first week of a summer term), and contacts Cynthia Perry, Dean's Office, College of Education, Room 133 McCracken Hall, Athens, Ohio 45701 in writing at the time of the withdrawal, the school district will reclaim the graduate fee waiver that was activated. However, the University assesses a 20% penalty that this waiver will NOT cover and the applicant is responsible for paying all charges.

If the applicant withdraws after the first two weeks of an academic quarter (or after the first week of a summer term), the school will NOT have the option of reclaiming the graduate fee waiver that was activated. The applicant will be responsible for paying all remaining charges.

 Superintendent's Signature Date _____ *Superintendent, please make sure number of graduate fee waivers approved has been stated above.

 Applicant's Signature Date _____

 Dean's Signature Date _____

Do not complete; this section will be completed by Dean's Office, College of Education:
 _____ hours of graduate instructional fees totaling \$ _____ charged to 00-07-0591-7419
 _____ hours of graduate general fees totaling \$ _____ charged to 00-07-0591-7450
 Total graduate fees: \$ _____ for _____ graduate credit hours.

Appendix O – MOU Cooperating Teacher Form – Page 2

Beginning in September 2000, Ohio University has entered into a new Exchange of Service Agreement to recognize the contribution of teachers. Teachers now have a choice of how they wish to be compensated for hosting an Ohio University student teacher and/or field experience student. A teacher who hosts a student teacher has the option of receiving a check for \$160 per student teacher or receiving 2 graduate tuition/fee waivers per student teacher (half-time amount is \$80 or 1 graduates tuition/fee waiver). A teacher who hosts field students has the option of receiving a check for \$10 per student or receiving 20% of a graduate tuition/fee waiver per student. In either case, if the teacher chooses the money, the tuition/fee waiver is “banked” for the school district and may be purchased by teachers from that school district at a discounted rate (50%). The individual school districts are responsible for determining the method of making the discounted tuition/fee waivers available to their teachers. The College of Education is responsible for retaining records of “banked” waivers and will notify districts quarterly of the amount available. The waiver may not be exchanged for cash, and a teacher awarded a graduate fee waiver must use the waiver within one year. Please note that the agreement is between all public schools in the southeast Ohio region and the University.

To initiate the waiver, the teacher will complete and sign the Discounted Graduate Fee Waiver form and return the form to the College of Education, Ohio University, McCracken Hall, Room 133, Athens, Ohio 45701. The teacher, by completing the attached form agrees to pay 50% of the amount of the waiver (includes the instructional and general fee) issued to the teacher by the school.

If the teacher withdraws during the first two weeks (or during the first week of summer) of an academic quarter and contacts the College of Education in writing at the time of the teacher’s withdrawal, the school may reclaim the graduate fee waiver that the teacher activated. However, the University assesses a 20% penalty that the graduate fee waiver will NOT cover and the teacher is responsible for all charges.

If the teacher withdraws after the first two weeks of an academic quarter (or after the first week of a summer term), the school will NOT have the option of reclaiming the graduate fee waiver that was activated. The teacher will be responsible for paying all remaining charges.

Appendix P – Certificate of Absence

ATHENS CITY SCHOOL DISTRICT CERTIFICATE OF ABSENCE

Employee Name: _____

Social Security Number: _____

In all cases of absence from duty on the part of all employees of the Board of Education, and if compensation is anticipated during such absences, the absentee shall fill out this absence report, showing the duration of the absence, the date, and full explanation of the cause of the absence.

I was absent from my position on the following date(s) for the following reason(s).

Indicate the absence as 1, ¾, ½, or ¼ day

DATE	SICK LEAVE	PERSONAL LEAVE	PROFESSIONAL LEAVE	VACATION	DEDUCT	OTHER (*) Explain	SUBSTITUTE
TOTAL							

(*) Explanation of Other: _____

Employee Signature: _____ Date _____

Principal/Supervisor Signature _____ Date _____

Appendix Q – Application to Create Club/Special Program/Asst Coach

**ATHENS CITY SCHOOL DISTRICT
APPLICATION TO CREATE A
CLUB OR SPECIAL PROGRAM OR ASSISTANT COACH**

Date _____

Proposed Name: _____

Frequency of Meetings: _____

Duration of Activity – From _____ **To** _____

Approximate Total Hours Involved _____

Purpose of the Club _____

AEA President's Signature

Superintendent's Signature

Appendix R – Planning/Conference/Collaboration Period

Planning/Conference/Collaboration Period Sub Pay Form

Employee Name: _____

Employee Building (s): _____

Elementary school teachers fill out this section only.(Art, Music, PE, Spec. Ed)

Date	Teacher For Whom You Covered	# of Minutes Covered	Impact/Add'l Students (#)	Amount Due

Junior High/High School teachers fill out this section only.

Date	Teacher For Whom You Covered	# of Periods Covered	Impact/Add'l Students (#)	Amount Due

Signature: _____ Date: _____
Employee

Signature: _____ Date: _____
Building Principal/Supervisor

Signature: _____ Date: _____
Superintendent

For Treasurer Office Use Only

Pay Period Worked: _____

Pay Date of Compensation: _____