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MASTER CONTRACT

BETWEEN THE

AUSTINTOWN EDUCATION ASSOCIATION

AND

AUSTINTOWN LOCAL SCHOOL DISTRICT

August 29, 2012 – August 28, 2015

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	RECOGNITION 1
1.01	Recognition 1
1.02	Definition of Bargaining Unit 1
1.03	Exclusions 1
1.04	Definitions 1
1.05	Representation Election Procedure 2
1.06	Bargaining Unit Work 2
ARTICLE II	NEGOTIATIONS PROCEDURE 2
2.01	Request for Negotiations 2
2.02	Scope of Negotiations 2
2.03	Meetings 3
2.04	Exchange of Proposals 3
2.05	Negotiations Team 3
2.06	Exchange of Information 3
2.07	Power and Authority 4
2.08	Agreement 4
2.09	Mutually-Agreed-Upon Dispute Settlement Procedure ... 4
2.10	Suspension of Provisions 4
2.11	Amendments to Contract 4
ARTICLE III	GRIEVANCE PROCEDURE 5
3.01	Purpose 5
3.02	Definitions 5
3.03	Rights of Parties 5
3.04	Time Limits 7
3.05	Informal Procedure 7
3.06	Formal Procedure 7
ARTICLE IV	ASSOCIATION RIGHTS 9
4.01	Exclusivity 9
4.02	Association Membership or Fair Share Fee Requirement 9
4.03	Payroll Deduction of Dues 9
4.04	Fair Share Fee Deduction 9
4.05	Indemnification 10
4.06	Mailboxes, Bulletin Boards 10
4.07	Use of Facilities/Equipment 10
4.08	Telephone Usage 11
4.09	Communications 11
4.10	New Employee Information 11
4.11	Released Time for Association Conventions/ Workshops 11
4.12	Released Time for Association Representative(s) 11
4.13	Leave of Absence for State or National Elected Office . 11
4.14	Right to Conduct Association Business 12
4.15	Communication to Employees 12
4.16	Communication to Board of Education 12
4.17	Board Policies 12

TABLE OF CONTENTS

		<u>PAGE</u>
4.18	Board Minutes, Agenda, Addenda.....	12
4.19	District Directory.....	12
ARTICLE V	WORKING CONDITIONS	13
5.01	Personnel File	13
5.02	Complaint Procedure	14
5.03	School Day.....	15
5.04	Planning/Conference Periods	15
5.05	Noontime Supervision.....	15
5.06	Contract Year	16
5.07	School Calendar	17
5.08	Bargaining Unit Workrooms.....	17
5.09	Private Telephones	17
5.10	Classroom Budget Allowances	17
5.11	Academic Freedom.....	17
5.12	Curriculum Change Procedures	18
5.13	Textbook Adoption Procedures	19
5.14	Class Size	20
5.15	Teacher Preparation	23
5.16	High School Sixth Class Assignment	23
5.17	Prohibition on Use of Tobacco	23
5.18	Money Collection.....	24
5.19	Duplicating Equipment.....	24
5.20	Scheduling Special Classes	24
5.21	Floating Employees.....	24
ARTICLE VI	FRINGE BENEFITS	25
6.05	Section 125 – Tax Shelter	25
6.06	Medical Information.....	25
6.07	Employees Less Than Full Time	26
6.08	Dependent Definition	26
6.09	Preferred Provider – Doctors/Hospitals	26
6.10	Traditional Plan	26
6.11	Dental Insurance	27
6.12	Prescription Drug Preferred Provider.....	27
6.13	Board-Provided Coverage for Term Life and Accidental Death and Dismemberment Insurance.....	28
6.14	Early Retirement Incentive.....	28
ARTICLE VII	PAID LEAVES OF ABSENCE	29
7.01	Telephoning In to Report Off	29
7.02	Sick Leave.....	29
7.03	Personal Leave	30
7.04	Assault Leave.....	30
7.05	Worker’s Compensation	31
7.06	Inclement Weather.....	31
7.07	Jury Duty	31
7.08	Sabbatical Leave	32

TABLE OF CONTENTS

	<u>PAGE</u>
7.09	Professional Leave 33
7.10	Other Paid Leaves 34
7.11	Rights Upon Return to Duty 34
ARTICLE VIII	UNPAID LEAVES OF ABSENCE 34
8.01	Parental Leave 34
8.02	Family and Medical Leave 35
8.03	Military Leave 35
8.04	Leave of Absence for Illness/Disability 35
8.05	Professional Study Leave 35
8.06	Other Unpaid Leaves 36
8.07	Rights While on Leaves 36
8.08	Reinstatement Rights 36
ARTICLE IX	COMPENSATION AND PAYROLL PRACTICES . 36
9.01	Base Salary 36
9.02	Salary Schedule Structure 38
9.03	Longevity 39
9.04	Salary Schedule Advancement for Professional Growth 39
9.05	Supplemental Salaries 41
9.06	Severance Pay 44
9.07	Hourly Rate 44
9.08	Substitute Teachers 45
9.09	In-School Substitution 45
9.10	Car Allowance 46
9.11	Outdoor Educational Program 46
9.12	Pay Periods 46
9.13	Payroll Deductions 46
9.14	STRS “Pick-Up” (Salary Reduction/Reinstatement Method) 47
9.15	Direct Deposit of Paychecks 47
ARTICLE X	EVALUATION 47
10.01	Evaluation 47
10.02	Athletic Coach Evaluation 49
10.03	Just Cause 49
10.04	Continuing Contract/Non-Renewal 49
ARTICLE XI	EMPLOYMENT PRACTICES 49
11.01	Definitions 49
11.02	Voluntary Transfer Procedure 50
11.03	Involuntary Transfer Procedure 52
11.04	Filing of a Vacancy During RIF 53
11.05	Notice of Assignment 53
11.06	Administrative or Supervisory Vacancies 53
11.07	Supplemental Vacancies 53
11.08	Employment Contracts 54

TABLE OF CONTENTS

	<u>PAGE</u>
11.09	Special Certificates/Licenses..... 54
11.10	Summer School/Evening Classes 54
ARTICLE XII	REDUCTION IN FORCE 55
12.01	Reduction in Force–Definition..... 55
12.02	Reasons for RIF 55
12.03	Notification of Anticipated RIF 55
12.04	Implementation of RIF 56
12.05	Limitations 57
12.06	Rights While on RIF Status..... 58
12.07	Recall Rights 58
12.08	Substitute Employment 59
12.09	Final Compensation 59
12.10	Termination of State or Federally Funded Program 59
ARTICLE XIII	SENIORITY 60
13.01	Seniority Defined 60
13.02	Breaking Ties in Seniority 60
13.03	Determination of Service..... 60
13.04	Year of Service Defined 60
ARTICLE XIV	LOCAL PROFESSIONAL DEVELOPMENT
	COMMITTEE BY-LAWS 61
14.01	Name, Scope and Number of Committee Members 61
14.02	Aims and Purposes 61
14.03	Membership and Qualifications 61
14.04	Roles and Terms of Office 62
14.05	Duties 63
14.06	Meetings..... 64
14.07	IPDP Submission, Decision-Making and Appeals Process 65
14.08	Reciprocity..... 66
14.09	Amending the By–Laws 66
ARTICLE XV	MENTOR TEACHER PROGRAM 66
15.01	Definitions 66
15.02	Program Development and Screening Committee 67
15.03	Minimal Selection Criteria for Mentor Teachers 67
15.04	Mentor Responsibilities 67
15.05	Restrictions 68
15.06	Protection 68
15.07	Compensation 69
15.08	Program Review/Revisions..... 69
ARTICLE XVI	NON-DISCRIMINATION..... 70
16.01	Equal Employment Opportunity 70
16.02	Sexual Harassment..... 70

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE XVII EFFECTS OF THE AGREEMENT	70
17.01 Printing and Distribution	70
17.02 Maintenance of Standards	70
17.03 Inconsistencies	71
17.04 Severability	71
17.05 Duration of Contract	72
Signature Page	72
 APPENDICES	
A. Certificated Salary Schedule–School Year 2012-2013	74
B. Grievance Report Form	76
C. Leave Request Form	77
D. Expense Report	78
E. Supplemental Salary Contracts – 2012-2015.....	79
F. BRIDGE Worksheet Report.....	84
 INDEX	86

ARTICLE I RECOGNITION

1.01 Recognition

The Austintown Board of Education, hereinafter referred to as the “Board” or the “Employer”, recognizes the Austintown Education Association (AEA), affiliated with the Ohio Education Association and the National Education Association (OEA/NEA) hereinafter referred to as the “Association”, as the sole and exclusive employee representative for the bargaining unit described in 1.02 below.

1.02 Definition of Bargaining Unit

The bargaining unit of employees represented by the Association shall include all full time and part time regular classroom teachers, guidance counselors, nurses, librarians, speech therapists, and regularly employed specialists such as art, music, and physical education teachers.

1.03 Exclusions

The following positions shall be excluded from the bargaining unit: tutors, substitute teachers, administrators (such as superintendent, assistant superintendent, director of instruction, principals, assistant principals), technology coordinator(s), director of special education and affiliated services, director of business services and the athletic administrator. Exclusions shall be in accordance with ORC 4117.

1.04 Definitions

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Part-time employee: An employee in positions defined in section 1.02 of this Agreement who works more than 2.5 hours per day, five days per week, or the equivalent thereof. A part-time employee so defined is considered a half-time employee for purposes of fringe benefits.
- C. Day: A calendar day.
- D. Workday: A day on which an employee is scheduled to report for work.
- E. Immediate Supervisor: The principal or person in a comparable administrative or supervisory position as defined in ORC 4117 and responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by AEA.
- F. Superintendent: The Superintendent of the Austintown Local School District.
- G. Board: The Board of Education of the Austintown Local School District.

1.05 Representation Election Procedure

Representation election procedures shall be in accordance with Ohio Revised Code 4117.07.

1.06 Bargaining Unit Work

Work that is typically performed by bargaining unit members shall not be performed by volunteers nor be assigned to non-bargaining unit personnel except in an emergency situation.

**ARTICLE II
NEGOTIATIONS PROCEDURE**

2.01 Request for Negotiations

A written request to open negotiations for a successor Contract may be submitted by either party. Requests from the Association shall be made to the Superintendent. Requests from the Board shall be made to the President of the Association. Such request shall be made no later than ninety (90) days prior to the expiration of the Contract nor sooner than one hundred fifty (150) days prior to the expiration of the Contract.

2.02 Scope of Negotiations

The parties agree to negotiate in good faith with regard to all matters of common concerns and shall use professional and educational channels for appeal in the event of impasse. The Superintendent, or the Board and Superintendent, or their designated representatives shall meet with representatives of the Association to negotiate and to reach agreement on wages, hours, terms and conditions of employment and other matters concerning or affecting:

1. The Recruitment of Teachers
2. Community Support for the School Program
3. Professional Rights and Responsibilities
4. Budget Preparation
5. Curriculum
6. Inservice Education
7. Teacher Load
8. Teacher Turnover
9. Personnel Policies
10. Salaries and Teacher Welfare
11. Grievance Procedures
12. Working Conditions
13. Other Matters Affecting the Quality of the Educational Program

2.03 Meetings

2.031 Initial Meeting: Within fifteen (15) days from receipt of such notice, an initial meeting will be held at a mutually agreeable time for the purpose of establishing date(s) for subsequent session(s).

2.032 Time of Meetings: Members of the bargaining unit shall be released from school duties to attend meetings on request of the Association. Meetings shall be scheduled to interfere the least with school schedules.

2.033 Caucus: Either team may call for a caucus at any time.

2.034 Subsequent Meetings: Before the conclusion of each negotiations meeting, a mutually agreeable date and time for the next meeting will be set. Normally no more than one (1) week will lapse between meetings.

2.04 Exchange of Proposals

Each party shall present its written negotiations proposals at the first meeting. Thereafter, new proposals may not be submitted unless mutually agreed upon. Both sides agree to provide the other party with relevant data and supporting information within a reasonable time. All proposals and counter-proposals shall be presented in written form.

2.05 Negotiations Team

The parties, each in their sole discretion, shall select negotiating teams. Each team shall not exceed six (6) members. Additionally, consultants may be used if deemed advisable by either party. No other person or persons shall be present during the negotiations meeting except as mutually agreed.

2.06 Exchange of Information

A. Interim reports of progress may be made to the Association by its representatives and to the Board by its representatives.

B. While discussions are in progress, any release prepared for the news media shall be approved by both groups. In the event impasse is declared by either party, such limitation shall be waived; however, press releases shall be provided to the other party at the time of release.

2.07 Power and Authority

The respective negotiation teams have the power and authority to negotiate; that is, to make proposals, consider proposals, and make concessions in the course of discussion.

2.08 Agreement

Items agreed to shall be reduced to writing, initialed and dated by each party. Tentative Agreement is subject to final ratification by the membership of the Association and adoption by the Board. The Board shall take action to accept or reject the Tentative Agreement at the first regular or special Board meeting following the ratification by the Association.

2.09 Mutually-Agreed-Upon Dispute Settlement Procedure

2.091 Impasse/Mediation

At any time during negotiations, impasse may be declared by either party, at which time either party may request the services of the Federal Mediation and Conciliation Service to provide a mediator to assist the parties in reaching agreement.

2.092 Cost of Mediation

Each party shall bear its own costs incident to mediation and shall share equally any direct costs charged by the mediation service, if any.

2.093 Right to Strike

The Association shall have the right to strike, pursuant to ORC 4117.14 (D)(2), once the contract has expired and the impasse procedure has been utilized. The parties agree that this provision is the mutually agreed upon dispute settlement pursuant to ORC 4117.14(E). If the parties reopen any provision of this contract, the Association shall have all rights under Article 2.093 of this contract.

2.10 Suspension of Provisions

All provisions, including time limits, set forth in this agreement may be suspended or altered with the mutual consent of both negotiation teams. Any suspension or alteration of said provisions by mutual consent will not be permanent.

2.11 Amendments to Contract

Any amendments to this contract shall be negotiated in accordance with the provisions of this Article.

ARTICLE III GRIEVANCE PROCEDURE

3.01 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept confidential at all levels of the procedure.

3.02 Definitions

3.021 Grievance: A claim based upon an event or condition, which affects the welfare or conditions of employment of a member of the bargaining unit or group, and/or a violation, misinterpretation, or misapplication arising from the language of this agreement or an alleged breach thereof.

3.022 Grievant or Aggrieved: The person(s) making the claim or the Association.

3.023 Party in Interest: The person or persons or the Association making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3.024 Grievance Chairperson: The Association shall notify the Superintendent of the name of the Grievance Chairperson at the beginning of each school year or as the Grievance Chairperson should change.

3.03 Rights of Parties

3.031 Representation: A grievant shall have the right to request a representative of the Association accompany and represent him/her at all steps of this procedure.

3.032 Grievance Processing: Parties in interest will meet before, following, or at a mutually agreed upon time during the regular school day with the least possible interference with their regular duties. If necessary to process the grievance, the parties in interest shall be released from regular duties without loss of pay.

3.033 Witnesses: Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance, including the right to cross-examine witnesses.

- 3.034 Record Keeping:** All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of any employee involved.
- 3.035 No Reprisal:** No reprisal of any kind shall be taken by the Board or any of its agents against any grievant, any representative, any member of the Association or such other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant, the grievant's representative or the Association against the employer or any of its agents.
- 3.036 Adjustment of Grievances:** Nothing contained herein will be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Contract and that the Association has been given the opportunity to be present at such adjustment. However, the Association shall have the right to be present at all formal steps of the grievance procedure.
- 3.037 Sole Remedy:** The sole remedy available to any member of the bargaining unit for any alleged breach of this Contract or any alleged violation of rights contained herein shall be pursuant to the grievance procedure. Nothing contained in this Contract will deprive any member of the bargaining unit of any legal right which he/she presently has, provided that if a member elects to pursue any legal or statutory remedy, such election will bar any further proceedings for relief under the provisions of this Contract. Such condition shall not apply in the event that a judge or other legal authority orders the parties to use this grievance procedure to resolve a contractual dispute.
- 3.038 Grievances filed June 1 or after:** In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- 3.039 Association Grievance:** If a grievance affects a group or class of members of the bargaining unit, the Association may

submit such grievance directly to the Superintendent at Step 2 (Article 3.062). The Association may also process a grievance through all levels of the procedure even though the aggrieved persons do not wish to do so.

3.040 Investigation: Representative(s) of the Association will report to the Principal of the building being visited and state the purpose of the visit immediately upon arrival. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

3.04 Time Limits

Time limits specified herein are considered maximum; however, they may be extended by mutual agreement of the parties. Failure by the employer at any step of the grievance procedure to meet the time limits specified herein, unless specifically extended, shall permit the grievance to be processed at the next level. Failure of the grievant to meet the time limits specified herein will result in the termination of the grievance process.

3.05 Informal Procedure

A grievance may first be presented to the immediate supervisor in an attempt to promptly resolve the problem within twenty (20) workdays of the time the grievant became aware of the act. The grievant must verbally state that this is the informal grievance stage. The immediate supervisor shall give an answer to the grievant and the AEA within three (3) workdays of the submission. If resolution of the problem is not achieved, a formal grievance may be processed as follows.

3.06 Formal Procedure

3.061 Step 1–Immediate Supervisor

The grievant may file a written grievance with the immediate supervisor within twenty (20) workdays of the time the grievant became aware of the act unless the informal procedure was utilized in which case the written grievance may be filed within thirty (30) workdays of the time the grievant became aware of the act. Within five (5) workdays after the notification to the immediate supervisor, a meeting shall take place. The Association’s representative(s), the grievant, and the immediate supervisor shall be present at the meeting. The immediate supervisor shall provide the grievant, the Association President and the Association Grievance Chairperson with his/her written answer to the grievance within three (3) workdays.

3.062 Step 2–Superintendent

If the grievance is not resolved at Step 1, or if the time limits are not met by the administration, the Association may process the grievance to the Superintendent within ten (10) workdays after receipt of the Step 1 answer. The Superintendent shall arrange for a meeting with the Association representative(s) and the grievant to take place within five (5) workdays of the Superintendent's receipt of the appeal. Upon conclusion of the hearing, the Superintendent shall provide the grievant and the Association with his/her written answer to the grievance within three (3) workdays.

3.063 Step 3–Board (Optional)

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Board within ten (10) workdays after the Superintendent's written response should have been rendered. Upon conclusion of the hearing, the Board shall have five (5) workdays in which to provide its written decision to the Association. At the option of the Association, Step 3 may be waived and the grievance submitted instead to arbitration in accordance with Section 3.064 of this Article, unless the Board objects thereto within three (3) workdays following the Superintendent's receipt of the Association notice of intent to submit the grievance to arbitration.

3.064 Step 4–Arbitration

If the grievance has not been resolved or if the Board has not issued its written answer within the time prescribed in Step 3, the Association may submit the grievance to arbitration by the rules and regulations of the American Arbitration Association whose rules and regulations shall likewise govern the proceedings. If a demand for arbitration is not filed within twenty (20) workdays of the date for the Board's Step 3 answer or the Superintendent's decision if the Association and Board have waived Step 3, then the grievance will be deemed withdrawn.

3.0641 Decision of Arbitrator: The decision of the arbitrator shall be final and binding upon the parties. In arriving at a decision in regard to the grievance, the arbitrator will not have the authority to add to, subtract from, modify, or change or alter any of the provisions of the Agreement, nor add to, detract from, or modify language therein. The arbitrator will be confined to those issues which have been presented and will have no authority to

consider other issues which have not been presented for arbitration.

3.0642 Cost of Arbitrator: The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3.0643 Transcript: Should either party desire a transcript of the proceedings, they shall bear the full cost for that transcript. Should both parties request a transcript, then the costs for the transcripts shall be divided equally between the parties.

ARTICLE IV ASSOCIATION RIGHTS

4.01 Exclusivity

Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to all privileges described herein. These privileges shall not be granted to any other employee representative.

4.02 Association Membership or Fair Share Fee Requirement

As a condition of employment, all bargaining unit members shall either:

- A. Become a member of the Austintown Education Association and execute an authorization for dues deductions and assessments on a form provided by the Association, or
- B. In the alternative, pay a fair share fee in the amount not to exceed the total annual dues and assessments of the Association.

A bargaining unit member may either authorize payroll deduction for the payment of dues or fees or remit total payment directly to the Association.

4.03 Payroll Deduction of Dues

The Board shall make the authorized deduction of dues in equal amounts from each paycheck of the employee on dates determined by the Association and submitted to the Board Treasurer.

4.04 Fair Share Fee Deduction

- A. The deduction of the fair share fee by the Treasurer of the Board from the payroll check of the employee and its payment to the

Association shall commence with the first paycheck received after January 15 of each year unless the Board Treasurer receives written notice from AEA that a different date is legally required or that such employee has elected to remit total payment to the AEA by January 15. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Board Treasurer by AEA. Fair share fee deduction shall be automatic and does not require the written authorization of the employee. The fee deductions shall be made on the same payroll days that the Association dues are deducted. The obligation of the Board to deduct the fee shall cease upon removal of the bargaining unit member from the Board's active payroll for any reason.

- B. By November 1 of each year, the Association President shall give the Treasurer of the Board a notarized statement as to the amount of the fair share fee for the upcoming school year. The association shall send a copy of the statement to any member of the bargaining unit upon request.
- C. The Association shall establish an internal rebate procedure in accordance with ORC 4117.09 and applicable state and federal court decisions. Religious conscientious objections shall be provided in accordance with ORC 4117.09.

4.05 Indemnification

The Association shall indemnify and save harmless the Board, individual Board members, its officers and its employees against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this Article.

4.06 Mailboxes, Bulletin Boards

The Association shall be authorized to use inter-school mail facilities and individual unit members' mailboxes. The Association shall have the right to use the faculty and dining room bulletin boards for the general use of the Austintown Education Association.

4.07 Use of Facilities/Equipment

The Association has the right to use school facilities and equipment upon request and upon approval of the Superintendent or building principal. The Association shall be permitted to use school buildings for official membership and executive committee meetings after school hours at a time and place that does not interfere with the normal and other scheduled use of such buildings except Saturdays,

Sundays, and holidays. No fees will be charged the Association unless additional services or personnel are needed.

4.08 Telephone Usage

The Association shall have the right to use inter-school phones for communication with members of the bargaining unit. The Association President shall be provided with a private telephone that shall be placed at a location mutually agreed to between the building principal and the Association President. This phone shall not be installed directly in a classroom. Such installation shall be made as soon as possible after the request is made by the Association President. The Association shall be responsible for long distance charges on this phone.

4.09 Communications

Written central office administration communications, sent to various buildings or departments, shall be forwarded to the Association President.

4.10 New Employee Information

Name, address, building assignment, teaching assignment and salary placement of all newly employed bargaining unit members shall be supplied to the President of the Association as this information becomes available.

4.11 Released time for Association Conventions/Workshops

The Superintendent shall, in consultation with the President of the Association, approve leave for Association members to attend Association conventions/workshops. Attendance of Association members to OEA instructional meetings may be charged to professional leave. A maximum of three days per delegate per school year shall be granted to attend the OEA Representative Assembly and shall not be deducted from any other leave in this Contract. The number of delegates to be elected shall be consistent with the OEA Constitution. Association members attending Representative Assemblies will not be reimbursed by the Board for their expenses.

4.12 Released Time for Association Representative(s)

Upon notification by the Association President to the Superintendent or his/her designee, release time up to thirty (30) days or the equivalent thereof shall be granted to the President of the Association or his/her designee(s) to conduct business of the Association. This leave will not be deducted from any other leave as established herein.

4.13 Leave of Absence for State or National Elected Office

Upon request of the Association, a member of the bargaining unit elected to a State or National office of an affiliated professional

organization shall be granted a leave of absence without Board expense, for up to two (2) years with the possibility of renewal for additional two (2) terms. Seniority shall be accrued during such leave. Salary schedule steps shall not accrue during such leave.

4.14 Right to Conduct Association Business

Duly authorized representatives of the Association and the Association's respective affiliates shall be permitted to transact official Association business at a bargaining unit member's request on school property, provided that the building principal is notified. This procedure shall not interfere with the normal classroom teaching except in the case of an emergency.

4.15 Communication to Employees

A representative of the Association shall have the right to address professional employees at all faculty meetings.

4.16 Communication to Board of Education

The President of the Association has the right to advise the Board of Education, through the Superintendent, with respect to such matters as educational policies or general financial matters prior to their adoption and/or general publication. The President of the Association will have the right to address the Board of Education at any regular Board meeting.

4.17 Board Policies

The Association shall be provided with a copy of the Board of Education Policies and all updates.

4.18 Board Minutes, Agenda, Addenda

A. On the last work day before the Board meeting, the Administration will provide an email to the President of the Association with a copy of the Board's agenda including minutes. Any public record of the Board shall be made available to the Association upon request to the Board or the Superintendent, consistent with Board policy and governing law.

B. During the school year, it shall be the practice of the Administration to e-mail copies of the Board's agenda, including Board-approved minutes and addenda, to the AEA building representative and officers within 24 hours of the Board meetings.

4.19 District Directory

The Board shall provide Association officers and building representatives the district directory via email.

**ARTICLE V
WORKING CONDITIONS**

5.01 Personnel File

The Board shall maintain no more than one official personnel files as explained below:

5.011 Central Office File

The Central Office shall maintain one file containing the following items:

1. Application for employment, including references
2. Transcript of college credits showing the official record of the degree granted (original or certified copy), and updated information
3. Record of local inservice participation (no grade or evaluation)
4. Copy of the latest salary notice
5. Leave information, except for certain medical information
6. Insurance documentation
7. Payroll information (supplemental salaries, W-4 forms, deduction information, etc.)
8. Copy of the latest contract properly signed.
9. All material from the Principal's file, to be incorporated once annually at the end of the school year
10. Any other employment-related material required to be kept by law, Board policy or otherwise relevant to the operation of the district. (However, this shall not include any material that must be kept in a separate file under the law, such as certain medical information.)

5.012 Principal's File

The Principal of the building to which the bargaining unit member is assigned shall maintain only one file containing the following items:

1. Evaluation records
2. Commendations and/or discipline records
3. Any and all of the material as defined in 5.014(B)
4. Request for coverage, sick leave, professional leave and other like items
5. Any other employment-related information deemed relevant by the Principal

5.013 Right to Review

- A. Each member of the bargaining unit shall have the right, upon request, to review the contents of his/her own file

kept by the Principal and/or Central Office. A representative of the Association, at the member's request, may accompany the member in such review. On request of the member of the bargaining unit, the Administration shall give the member a copy of any record in his/her personnel file. The first copy shall be provided at no cost to the employee; the employee shall pay a per copy cost at the standard district rate for each copy page thereafter.

- B. A bargaining unit member and/or his/her representative(s) shall be provided a copy of any material, except for Request for coverage, Sick Leave and Professional Leave and other like items, before it is placed in the Principal's File as defined herein. The employee shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. The employee's signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the employee. He/she shall also have the right to reply to such material in a written statement to be attached to the filed copy and may file a grievance, pursuant to the terms of the grievance procedure set forth herein, for the purpose of having the item corrected and/or disregarded.

5.014 Anonymous Material

Anonymous letters or materials shall not be placed in the member's file nor shall they be made a matter of record unless otherwise required by law.

5.015 File Material

Upon conclusion of each school year, the Principal shall deliver any and all material kept in his/her file to Central Office for incorporation into the official personnel file, i.e., the Central Office file. After five (5) school years in the Central Office file, the board shall not rely upon or consider any discipline record/action in rendering any job-related decision as to the specific employee.

5.02 Complaint Procedure

5.021 Written Complaint

When an oral complaint is made by a student(s) or the parent(s) of a student or any other member(s) of the public concerning a bargaining unit member (including time while performing supplemental duties), in order to be pursued, it

shall be reduced to writing and signed by the person making the complaint. Likewise, a written complaint shall also be signed by the person making the complaint. A bargaining unit member shall be informed of any written complaint by his/her principal within three (3) working days, or as soon as possible in the event of a teacher or principal absence, or the complaint shall become null and void. There shall be no record of oral complaints except as provided herein. The member of the bargaining unit and the principal shall attempt to resolve the complaint. The bargaining unit member shall have the right to Association representation at any or all meetings which might be held subsequent to the initial notification of the complaint.

5.03 School Day

The school day for members of the bargaining unit shall not exceed seven and one-half (7½) hours of consecutive time which shall include a duty-free, uninterrupted lunch period of no less than thirty (30) minutes.

5.04 Planning/Conference Periods

No alteration in the number of assigned class periods or the length of the member of the bargaining unit conference/planning period will be made without the consent of the President of the Association and the faculty of the building concerned. Every attempt will be made to arrive at a uniform planning schedule with as many planning periods per week as possible for members of the bargaining unit on the elementary level. Planning time should occur during the school day while students are present unless dismissal time for students is changed to facilitate planning time without students being present.

5.05 Noontime Supervision

Effective immediately a committee will be established for Austintown Elementary and Austintown Intermediate buildings. Each committee will be composed of the AEA president and two designees, one Building Principal, and two classroom representatives from the BLT. With input from paraprofessionals, each committee shall develop a proposed plan for coverage of noontime supervision, which shall include classroom teachers.

In developing a noontime supervision plan, a rotation of no more than forty (40) days per year per classroom teacher * will be assigned, and the committee shall consider other teacher noontime responsibilities including but not limited to the following:

- Content Meetings/TBT
- Student Intervention

- Grade Level Meetings
- IEP/504/IAT Meetings

The plan shall go into effect during the 2013-2014 school year and shall be subject to review on a quarterly basis in the 2013-2014 school year.

The Superintendent will consider and approve a reasonable plan proposal by each committee, which shall be submitted to the Superintendent no later than April 30, 2013. If the Superintendent rejects the proposed plan, it will go back to the committee for further work and shall be re-submitted to the Superintendent no later than May 15, 2013.

If the Superintendent rejects the second plan, then the parties will proceed to expedited arbitration using the services of AAA by June 10, 2013. At the arbitration, the arbitrator shall choose between the plan submitted by the Committee and a plan submitted by the Superintendent and shall choose the plan that serves the best interest of the parties.

The Board and the Association shall split the full cost of the arbitration(s). If no plan is proposed to the Superintendent by April 30, 2013, the Superintendent shall have management rights to implement a supervision plan.

*Specialists (defined as Art, Music, Physical Education, and Computer/Technology) positions may still be assigned a duty and are exempt from this restriction.

5.06 Contract Year

- A. The school year shall consist of 184 days scheduled between and including August 25th and June 15th as follows: 178 pupil contact days, one (1) NEOEA Day, one (1) record day, two (2) inservice/professional days, and two (2) parent-teacher conference days. Additional days as agreed to by the Association shall be compensated at the employee's per diem rate. Makeup of a calamity day(s) may extend the contract year only after consultation with the Association and opportunity to develop alternative plans.
- B. Teachers shall have the option to attend the NEOEA Day program, attend a locally sponsored inservice program, or to remain in his/her respective building to utilize the day as a planning/records day.

5.07 School Calendar

The Superintendent shall request the advice of the President of the Association regarding the wishes of the members of the bargaining unit with respect to the school calendar. Such advice from the President of the Association shall be a serious factor in the final calendar adoption.

5.08 Bargaining Unit Workrooms

The Board shall provide appropriate member workroom-lounge areas in each building, exclusive of the classroom.

5.09 Private Telephones

A. One private telephone for approximately each 30 staff members shall be made available for members of the bargaining unit in each building. Each building shall have a minimum of one such telephone.

B. These private telephones are to be used for school business, Association business, or personal local calls.

C. Long distance calls can be made concerning official school business after submitting a long distance call form. Any personal long distance calls may be made at the caller's expense.

5.10 Classroom Budget Allowances

A. Members of the bargaining unit shall have the opportunity for input when the annual building and/or appropriate department consumable supply order is submitted by the principal. No reasonable request shall be denied without a valid reason given. Each member of the bargaining unit may requisition miscellaneous consumable supplies for his/her classroom from the appropriate account.

B. Each bargaining unit member in grade K-6 shall have the opportunity to purchase classroom materials by September 30 annually up to \$60 per bargaining unit member. Catalogues shall be made available so that requisitions can be submitted in the Spring of each year.

5.11 Academic Freedom

Academic freedom is essential to the fulfillment of the purposes of the Austintown School System. Employees will be protected from censorship or restraint which unreasonably interferes with their obligation to expose students to controversial issues and to help students express their own views on such issues.

The employee's responsibility should be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility an employee should be well informed in the areas being studied. It is recognized that any employee has the right to have his or her own point of view and to express that view, but the employee also has the responsibility to tell students that the statement is his or her view.

5.12 Curriculum Change Procedures

The Association and the Board shall appoint a committee to review and implement a new Curriculum Change Procedure. The Association and the Board shall independently appoint their respective members of the committee as follows: one from each level of elementary, middle school, and high school. The AEA President and the Director of Instruction shall also serve on the committee. A consensus of the committee shall be required to implement the new Curriculum Change Procedure.

5.121 Awareness Phase:

- A. Call for interested members of the bargaining unit participants issued by district administrator(s).
- B. Administrator coordinates presentation of proposal to interested member participants.
- C. Interested members of the bargaining unit indicate to the administration whether or not he/she wishes to participate in the proposed project.
- D. Participants selected by an administrator to engage in this pilot phase.

5.122 Preparation Phase:

- A. Identification of project coordinator.
- B. Member of the bargaining unit inservice training.
- C. Ordering of materials, etc.
- D. Drop-out option to each member participant.

5.123 Evaluation Phase:

- A. Examination of available summative and formative data regarding expected change in student behavior and/or member of the bargaining unit behavior.

- B. Direct retrieval and analysis of member and administrator options regarding pilot project by Director of Instruction.
- C. Recommendations regarding project change and/or modification.

5.124 Pilot Validation or Rejection Phase

- A. Member of the bargaining unit and administrator project participants recommend whether or not the evaluation data substantiates the need for continuation/expansion of the project or rejection of the project.

5.125 Expansion Phase (may occur over a period of years)

- A. Awareness phase (same as above)
- B. Preparation phase (same as above)
- C. Implementation phase (modification of pilot phase)
- D. Evaluation phase (same as above)
- E. Drop-out option open to each member participant (mandated participation shall occur only through the action of the Board of Education and/or Ohio Minimum Standards requirements).

5.13 Textbook Adoption Procedures

Bargaining unit members who participate in the Textbook Adoption Committee shall be provided released time for work performed during the workday.

5.131 Establish representative district-wide committee.

- A. Committee composition: volunteer participants called for by each adopting building principal made up of one member of the bargaining unit per adopting grade level with each adopting building represented.
- B. Committee functions: (1) evaluate county textbook series selections; (2) recommend two textbooks/textbook series by simple majority vote of all district-wide teacher committee members; (3) design and distribute district-wide ballots.

5.132 Circulation of both textbook series throughout each adopting building.

- A. Building textbook circulation by the district-wide textbook committee member representing the adopting building.

5.133 Textbook hearing presented by publisher representatives

- A. Schedule: (1) determined by district-wide adoption committee; (2) one, one-hour session scheduled for each publisher.
- B. Member of the bargaining unit participation - voluntary.

5.134 Vote by all adopting members of the bargaining unit.

- A. Voting Procedure: (1) coordinated in each adopting building by district-wide building committee member; (2) votes for each adopting building are tallied by the district-wide building committee member and building principal; (3) voting results of adopting building are pooled and tallied by district-wide textbook adoption committee; (4) separation of building level voting will be determined by majority vote of all district-wide teacher committee members.
- B. Voting schedule for all adopting teachers: (1) a single voting date established by the district-wide textbook adoption committee; (2) voting to occur in each adopting building within two weeks after last textbook hearing.
- C. Purpose of voting: to determine by a simple majority which of the two textbooks/textbook series selected by the district-wide adoption committee will be recommended for purchase.

5.14 Class Size

The Board and Association recognize that the teacher-pupil ratio is an important aspect of an effective educational program. The Board shall continue to strive to maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space and funding available. The Board and the Association agree that the following standards are desirable:

- A. Elementary classes:
 - K-2nd grade: 23 students
 - 3-6 grade: 25 students

- B. Combined total in teacher's regular classes in middle and secondary schools (based on five-day week): 125 students for five classes per day and 150 students for six classes per day.
- C. Every effort will be made by the Board to maintain class enrollments according to the available number of pupil stations in grades 7-12 for art, industrial tech, skills for life, and/or Family and Consumer Science.
- D. In certain activity type classes such as physical education and music, the above standards do not apply.
- E. Every effort will be made by the Board to maintain study hall enrollments at the level in effect during the 1992-1993 school year.

5.141 Inclusion/Student Placement

5.1411 Each student with an individualized education plan (IEP) assigned to a regular classroom shall be equitably assigned to classrooms at each grade and/or subject level based upon the RTI and co-teaching model.

The parties will follow the guidelines below when scheduling students with an IEP:

- A. Kindergarten
After district screening results have been scored, classrooms shall be formulated by the Kindergarten teachers and building administrator.
- B. Grade levels 1-5
A Placement Committee composed of the building principal, intervention specialist, and classroom teacher(s), to be determined on a building-specific basis, will meet to assess proper placement of grade 1-5 students with special needs based upon the RTI and co-teaching model, as well as overall student population needs.
- C. Grade levels 6-8
Special education students shall be hand-placed into classrooms by the building administrator after consulting with intervention specialist, lead teacher and one representative from each house.

- D. Grade levels 9-12
Special education students shall be hand-placed into classrooms by the building administrator after consulting with Department Chair, intervention specialist and general education teacher(s) as needed.

5.1412

- A. Consistent with the law, intervention specialists will distribute IEP's and/or IEP summaries to teachers prior to the beginning of the school year.
- B. Consistent with the law, building administrators will communicate to the individually-affected staff members a tentative roster of currently enrolled special education students prior to the end of the school year. Rosters shall be updated and kept current with addition of a new student.
- C. Classroom teachers who have assigned to their class a student who has been identified as eligible for services under the Individuals with Disabilities Act (IDEA) for that specific subject area may provide input into the development of the student's IEP. Consistent with the law, regular education teachers shall receive a copy of the IEP.
- D. A teacher may request a case conference to review a student's needs/services.
- E. If a student with an IEP registers after the beginning of the school year, the student shall be placed according to the mandates of the IEP.

5.1413 Staff Training

The Board will cooperate with the teachers in accessing training, inservice programs, materials, and professional assistance to enable the teacher to implement the student's IEP.

If said training takes place during the regular workday, the teachers involved will be released from their regular duties without loss of pay.

- 5.1414** Teachers shall not be required to perform ongoing medical procedures with the exception of emergency first aid nor be required to perform custodial care (i.e., diapering, toileting, lifting).

5.142 Special Education Committee

The Austintown Education Association and the Board of Education agree to formulate a committee to study, review, and recommend effective and consistent Special Education practices. The committee shall be comprised of ten (10) members. The Board of Education members shall include the Director of Instruction, Director of Special Ed, Elementary, Middle School, and a High School Administrator. The Austintown Education Association President shall appoint two (2) AEA Executive Board members and a representative from the Elementary, Middle School and High School level. The Committee shall meet on an as-needed basis, at mutually agreeable times and the district shall provide released time for the members of the Committee.

5.15 Teacher Preparation

The Board shall make every attempt to limit to two (2) the number of course preparations required of teachers in grades 7-12, but in no case shall it exceed three (3) preparations unless teachers voluntarily agree for exceptional situations. Within each department, the Board shall strive to maintain teacher schedules that shall be equitable in teaching load, administrative assignments and course content (e.g., advanced courses, labs, academic v. non-academic classes). Teachers/department chairs shall have the opportunity to provide input into the development of schedules and such input shall be given every consideration.

5.16 High School Sixth Class Assignment

The Board may assign high school teachers a sixth (6th) teaching assignment without additional compensation. This section shall supersede any other section of this agreement that otherwise conflicts, directly or indirectly, with the Board's right to assign six classes. (For the purposes of counting assignments, a duty shall count as a class.) In connection with the assignment of six classes, when possible, the Board shall strive to maintain a fair and equitable rotation of individual teachers teaching five or six assignments on a year-to-year basis.

5.17 Prohibition on Use of Tobacco

Employees shall comply with Board Policy GBK. Specifically, no staff member is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours in any building, facility or vehicle owned, leased, rented or chartered by the District or on school grounds, athletic facilities or parking lots. No staff member is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours, at any school-sponsored event off campus.

5.18 Money Collection

A member of the bargaining unit shall not be requested or required to collect or make an accounting of lunch money.

5.19 Duplicating Equipment

All members of the bargaining unit shall have individual access to duplicating/copying equipment in their respective buildings when unexpected needs occur.

5.20 Scheduling Special Classes

When assignments of special teachers for music, art, and/or physical education are arranged, every reasonable attempt shall be made so that no regular elementary class is scheduled for two (2) special classes on the same day. Reasonable attempts shall also be made to rotate the schedule (a.m./p.m.) annually.

5.201 Procedures for Scheduling Special Classes

There shall be a meeting with the Elementary Principals, Director of Instruction, and Specialists prior to the school year to prepare specialists schedules.

- A. There shall be a follow up meeting if needed prior to the start of school and no later than the first day of school. The Principal and Specialists shall then finalize the schedule.

5.21 Floating Employees

5.211 Eliminate need

The Board shall strive to eliminate the need for employees to serve in more than one building.

5.212 Storage/Working Area

If an employee is required to float between buildings, the Board shall provide a secured and adequate storage area where s/he may store materials safely in each building.

If an employee is required to float between rooms of a building, the Board shall provide a secured and adequate storage and working area for said employee.

5.213 Minimum Travel Time

An employee assigned to more than one building during the same workday shall be entitled to travel time from the end of the last assignment in one building until the beginning of the assignment in the next building. The minimum travel time allowed is as follows:

less than one (1) mile = twenty (20) minutes
one (1) mile or more = thirty (30) minutes

ARTICLE VI FRINGE BENEFITS

- 6.01** The Board of Education will fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on July 1, 2006.
- 6.02** Employees shall pay 10% of the medical premium. Effective March 1, 2013, in the event the Board receives a “premium holiday” for the cost of medical/prescription coverage for a month, the employee shall also receive a “premium holiday” from his/her cost of the premium sharing for that month.
- 6.03** The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.
- 6.04** If agreement is reached by the Stark County COG and the Stark County OEA Office on common specifications, not already contained in this contract, for the COG member districts, such specifications will become amendments in this contract upon agreement of the Association President and the Superintendent.
- 6.05 Section 125 – Tax Shelter**
Tax sheltering of the individual’s contribution for health costs may be implemented, under IRS Section 125, if feasible, upon agreement of the Superintendent and the Association President.
- 6.06 Medical Information**
Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his/her designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

6.07 Employees Less Than Full Time

Employees employed prior to July 1, 2006, under contract working half days or more and who have health insurance, shall be eligible for all insurances. Employees employed after July 1, 2006, must be under contract for at least twenty (20) hours per week to be eligible for insurance.

6.08 Dependent Definition

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

6.09 Preferred Provider – Doctors/Hospitals

- A. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.
- B. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
- C. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office.
- D. The duration of this provision shall be from July 1, 2006, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3 herein.

6.10 Traditional Plan

Specifications:	Network
Maximum Benefits	Unlimited
Deductibles	\$100/\$200
Accumulation Period	Calendar Year
Co-Insurance Provision	80%

80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-Patient Psychiatric/Substance Abuse: 80%, UCR up to 15 visits (30 visits if in Network PPO) per person, per year

In-Patient Psychiatric: 31 days per person, per year Substance Abuse

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

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

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

6.11 Dental Insurance

The full cost shall be paid by the Board:

Plan Description (summary only):

- A. Maximum Benefits/covered person
Class I, II, or III \$2,500 per year
 - B. Deductible – Individual \$25 per year
 - C. Deductible – Family \$75 per year
 - D. Co-Insurance Amounts:
 - Class I – Preventative 100% of Usual & Customary
(No Deductible)
 - Class II – Basic 80% of Usual & Customary
 - Class III – Major 80% of Usual & Customary
 - Class IV – Orthodontia 60% of Usual & Customary
- Lifetime maximum for Orthodontia - \$1,200 per individual

6.12 Prescription Drug – Preferred Provider

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- A. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
- B. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
- C. The deductible will be waived.
- D. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton office.
- E. The duration of this provision shall be from July 1, 2006, and thereafter as agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the Stark County UniServ office.
- F. Mail order prescription: Upon agreement of the OEA Consultant representative of the Stark County UniServ office and the COG representative, an optional mail order prescription program will be implemented.

6.13 Board-Provided Coverage for Term Life and Accidental Death and Dismemberment Insurance

The Board shall purchase group term life insurance in the amount of fifty thousand dollars (\$50,000) plus an equal amount of accidental death and dismemberment coverage for each full time member of the Employee Unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board.

Purchase of Additional Coverage

Bargaining unit members may purchase additional life insurance at the group rate in \$5,000 increments, up to a maximum of \$20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

6.14 Early Retirement Incentive (only if an ERI is implemented by the Board)

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

**ARTICLE VII
PAID LEAVES OF ABSENCE**

7.01 Telephoning In to Report Off

A bargaining unit member who must be absent will follow District substitute procedures and will make every effort to notify the District of any absence with as much advance notice as possible but no later than 6:00 a.m. on the day of absence. In the case of an extended illness, a member of the bargaining unit may report off for a given number of days or an unspecified time. In this case the member shall provide notice of his/her intent to return the next school day.

7.02 Sick Leave

7.021 Annual Allowance: Except for regular, part-time employees, employees shall be entitled to a minimum of fifteen (15) days sick leave with pay for each year under contract, credited at the rate of one and one-fourth (1-1/4) days per month. Regular, part-time employees will earn sick time at a rate of 4.6 hours for 80 hours worked.

7.022 Entitlement to Leave: An employee may use sick leave upon the approval of the Superintendent or designee for absences due to illness, injury, exposure to contagious disease, pregnancy, and to illness or death in the employee's immediate family. Immediate family shall include spouse, child, stepchild, father, mother, grandparents, brother, sister, or the same family members by reason of marriage, or any member of the household who has stood in the same family relationship with the employee as any of these. Any such sick leave used in the case of any employee's immediate family or any other reason consistent with Ohio Revised Code shall be charged against the annual amount of sick leave as designated in Section 7.021.

7.023 Sick Leave Advancement: A new member of the bargaining unit with no accumulated sick leave shall be advanced five (5) days sick leave as needed without loss of pay. A current employee who has exhausted all sick leave shall be advanced five (5) days without loss of pay. This advance of sick leave days shall be charged against any subsequently accumulated sick leave. If the member of the bargaining unit fails to return to work to repay the advanced days, the amount advanced shall be deducted from any severance or salary due the employee.

7.024 Transfer Credit: Any sick leave earned and/or unused in prior employment with another public school district or other

public agency, shall, upon presentation of evidence stating the number of sick leave days earned and unused from such employer, be transferred to the employee's account at the time of employment in the manner prescribed by state law.

7.025 Accumulation: The maximum number of sick leave days to be accumulated shall be 276.

7.026 Unofficial Leaves: Insurance benefits shall discontinue for an employee who has exhausted his/her sick leave and has not officially applied for leave of absence in the month following the exhaustion of sick leave. An employee, who qualifies under Article 8.02, Family and Medical Leave, shall follow the provisions therein before insurance benefits are discontinued.

7.03 Personal Leave

7.031 Non-Restricted: Each bargaining unit member shall be granted three (3) paid, non-cumulative days of personal leave each school year. Such leave may be taken for no identified reason and with no restrictions. Not more than 10% of the employees in the bargaining unit in a building (minimum of two) may take such leave on any one day and, whenever possible, arrangements will be made forty-eight (48) hours in advance.

7.032 Notice: Requests for leave shall be made on forms provided by the Principal's Office and, whenever possible, arrangements will be made forty-eight (48) hours in advance.

7.033 Non-Use Incentive: Each bargaining unit member shall have the right to convert any unused non-restricted leave to sick leave at the end of each school year.

7.04 Assault Leave

7.041 Reporting of Assault

Teachers shall report immediately, to their principal or acting principal, all cases of assault suffered by them in connection with employment.

7.042 Entitlement to Assault Leave

Whenever a teacher is absent from school as a result of personal injury, excluding mental anguish, caused by an assault arising out of and/or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or

accumulated sick leave. The employee shall forward to the Treasurer's office within 30 days of receipt any compensation paid as a result of said assault by Workers Compensation. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties.

7.05 Worker's Compensation

All employees covered under this Contract are protected under the Worker's Compensation Act of Ohio, in cases of injury or death incurred in the course of, or arising out of, their employment. The employee shall have the option to use sick leave or assault leave, but once the initial choice is made, the employee cannot later change his/her decision. The Treasurer's Office shall provide options available to an employee upon request.

7.06 Inclement Weather

7.061 Calamity Days: If more than the maximum calamity days as set forth by law are necessary during one school year, any make-up days required by the state may be made up immediately following the students' scheduled last day of the school year. If end-of-the-year make-up calamity days interfere with Commencement, then the days will be made up on Saturdays/holidays/spring break, as will be mutually agreed to by the AEA, OAPSE, and the Administration. Make-up days will not be considered to be in addition to the 184 work days.

7.07 Jury Duty and Court Leave

- A. Professional employees shall be granted jury duty leave during normal working hours provided that they are served with a lawfully issued summons for such duty. There shall be no financial penalty attached to such service in any way. Such days shall not be deducted from any other leave days.

- B. Professional employees shall be granted court leave during normal working hours provided they are served with a lawfully issued subpoena. When a member of the bargaining unit is subpoenaed to serve as a witness in a court action involving the Board of Education, or arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). For court proceedings unrelated to the member's employment, the member may take a personal day to cover the absence. In the event that the member has used all of his/her personal days for the year, the Board will advance one (1) personal day to the member from the following year's

personal leave allotment. Any additional days of absence required by the subpoena shall be treated as unpaid days. If the member does not return to employment with the District for the following year, the value of the advanced personal day will be deducted from the member's final pay.

7.08 Sabbatical Leave

7.081 Eligibility: The Board shall provide a sabbatical leave without loss of benefits for not more than five percent (5%) of the bargaining unit. Sabbatical leave for professional study shall be granted to a member of the bargaining unit who has completed seven (7) years of service in the school system and who holds a continuing contract.

7.082 Terms of Leave: A sabbatical leave may be granted for one (1) semester or one (1) full year. Sabbatical leave may not be granted to an individual more than once every seven (7) years.

7.083 Terms of Salary: A member on sabbatical leave shall receive the difference between the pay listed on the two (2) year experience line, which is line three (3) on the Bachelor's scale, and the member's regular salary.

7.084 Rights While on Leave: All fringe benefits described in Article VI shall continue at the negotiated percentage cost to the Board.

7.085 Rights Upon Return: A bargaining unit member shall be restored to his/her former position or to a position of like nature and status. All accrued rights of seniority, retirement, leave with pay, salary increments and other benefits provided by this Contract or by law shall be preserved and available to the member of the bargaining unit after the termination of the sabbatical leave. Sabbatical leave shall constitute a year of experience for seniority purposes and placement on the Salary Schedule.

7.086 Application for Leave: A member of the bargaining unit shall be granted a sabbatical leave upon submission of a written plan of professional study to the Superintendent and upon approval by the LPDC, which shall establish and follow expedited timelines. Submission of the plan must be prior to March 7 preceding the school term within which the leave is desired; LPDC approval of the plan must be prior to May 15 of that same year. This plan of professional study shall include statements of professional objectives and methods

whereby those objectives may be achieved. If extenuating circumstances delay the completion of the plan of professional study, the LPDC may approve an extension of the deadline for no more than one calendar year. Failure to complete or engage in the plan of professional study may convert the sabbatical to an unpaid leave with the bargaining unit member required to repay any monies received during the sabbatical leave period.

7.087 Notice of Return: A bargaining unit member shall notify the Superintendent in writing by March 1 of the sabbatical year of his/her desire to return.

7.09 Professional Leave

- A. Bargaining unit members are encouraged to attend conferences or workshops or make visitations that contribute to the educational program and their professional growth. The Superintendent may authorize members to attend such functions without loss of pay.

- B. The Board shall appropriate a minimum of \$10,000 for this purpose and the Superintendent or designee shall approve reasonable requests that advance the purpose of professional leave. A minimum of \$2,000 per grade period shall be designated for use by bargaining unit members only for professional growth opportunities. Professional growth opportunities required by or for the school district in the course of employment shall not be charged to these amounts. Requests from these non-discretionary amounts shall be approved on a first-come first-serve basis until the respective fund is depleted. In order to allow for optimal utilization of funds throughout the bargaining unit, a bargaining unit member may not be funded for more than \$350 per year. Those members funded for the maximum amount of \$350 may not apply for these funds for the same or a similar professional growth opportunity for a consecutive year. Applications for the use of funds will not be accepted more than 80 calendar days before the conference is to be held. No more than 2 bargaining unit members will receive funding to attend the same conference without prior approval. Any funds not utilized in the first nine weeks shall be carried over into the next nine weeks and so forth. If more requests beyond the non-discretionary amounts are made (i.e. \$2,000 per grade period)) more selected criteria, established by the administration, shall be used so as to approve those requests that would most benefit the educational program of the Austintown Schools. The Association President shall be provided a copy of the criteria prior to its implementation.

- C. Each member requesting professional leave must complete in triplicate the request form contained in the Appendix to this Contract and available from the building principal. The request shall be sent to the Superintendent's office at least two weeks prior to the scheduled activity. Upon disposition of such request, one copy shall be returned to the applicant with approval or reason for denial. A list of approvals shall be made available to the Board and/or the President of the Association upon request.
- D. The applicant shall also complete in duplicate the anticipated expense report contained in the Appendix to this Contract and available from the building principal. All necessary receipts justifying reimbursement must be attached. Mileage reimbursement shall be at the current IRS rate to a maximum of 600 miles; hotel room maximum of \$50 per day; meals maximum of \$45 per day. Registration fees shall be approved.

7.10 Other Paid Leaves

Any other requests for a paid leave of absence not covered in this section shall be subject to the approval of the Superintendent and the Board of Education.

7.11 Rights Upon Return to Duty

When a member of the bargaining unit returns from a paid leave of absence, he/she shall return to his/her former position. All accrued rights of seniority, retirement, salary increments, and other benefits provided by this Contract or by law shall be preserved and available to the bargaining unit member.

**ARTICLE VIII
UNPAID LEAVES OF ABSENCE**

8.01 Parental Leave

A member of the bargaining unit who is pregnant or becomes a parent through birth or adoption and who is requesting a parental leave shall apply for and be granted a parental leave of absence. The leave shall be for part or all of the semester, the remainder of the school year, or the entire school year, at the option of the employee. The number of days shall be defined as a maximum of 368 work days or contract days as listed in 5.06. Upon application the employee shall state tentative plans for return to work. Upon request of the bargaining unit member by March 1, parental leave shall be extended for an additional year. If another child is born or adopted while a member of the bargaining unit is on parental leave, additional leaves shall be granted at the option of the employee, and these leaves shall not

overlap. The parental leave may continue at the employee's option in the event of the death of a child while on leave. The Board shall uphold all federal laws in excess of this provision.

8.012 Right to Return: The member of the bargaining unit on parental leave must notify the Superintendent, in writing, by March 1 of his/her intent to return or not to return to his/her position for the coming school year. Under any other circumstances the member of the bargaining unit must give a minimum of 30 days notification to the Superintendent prior to returning to work.

8.02 Family and Medical Leave

A bargaining unit member shall have the right to apply for and be granted Family and Medical Leave in accordance with the law. An employee shall be entitled to leave for immediate family as defined in Sick Leave, Article 7.022. An employee may elect to use any available paid leave for any part of the period of leave including sick leave, personal leave, etc. The Board shall continue the employee in any health insurances at the negotiated percentage cost to the Board. A bargaining unit member shall continue to accrue seniority credit while on Family and Medical Leave, provided the employee is able to accrue 120 days of service credit during that school year.

8.03 Military Leave

Military leave shall be granted to any member of the bargaining unit who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, the employee shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence up to a maximum of five (5) years. The member shall continue to accrue seniority rights.

8.04 Leave of Absence for Illness/Disability

Upon submission of documentation of personal illness or disability, the Board of Education shall grant a leave of absence for personal illness or disability of up to two (2) consecutive school years. Such leave shall be without pay and may be at the employee's request for either; (a) part, or all of a semester, (b) the remainder of the school year, (c) either one or two school years.

8.05 Professional Study Leave

A member of the bargaining unit who has completed at least three (3) continuous years of service, may be granted, upon request, a leave of one (1) school year or one (1) semester if the administration determines that a satisfactory replacement can be found. Such leave

shall be without pay or increment for full-time professional study, other than those covered under Sabbatical Leave of Absence.

The teacher on leave must notify the Superintendent, in writing, of his/her intention to return or not by March 1 of any given year.

8.06 Other Unpaid Leaves

Any other request for unpaid leave of absence not covered in this section shall be subject to the approval of the Superintendent and the Board of Education.

8.07 Rights While on Leave

A bargaining unit member may continue any or all of the insurance benefits provided bargaining unit members by the Board at his/her expense in accordance with Article 6.10, Insurance Coverage While on Leave, except as otherwise provided, in accordance with COBRA.

8.08 Reinstatement Rights

Time spent on any unpaid leave shall not be credited for service time for salary index, seniority purposes, or RIF purposes, except as modified herein, but bargaining unit members shall retain all seniority accumulated prior to the leave. Persons taking such leaves are assured reinstatement only if years of service/seniority for which they were credited prior to the leave warrant reinstatement as provided in the Master Agreement.

**ARTICLE IX
COMPENSATION AND PAYROLL PRACTICES**

9.01 Base Salary

The base salary for the 2012-2013 academic years for a person with a Bachelor's Degree and no experience shall be \$30,317 (this amount reflects a 1.95% increase in the base salary) retroactive to the start of the 2012-2013 academic year. Such retroactive pay shall be calculated and divided equally over the remaining pay periods for the 2012-2013 academic year. The increase in base salary shall not be applied retroactively to supplemental contracts for the 2012-13 academic year. See Appendix A.

Any increase in the base salary for the 2013-2014 and/or 2014-2015 academic year(s) for a person with a Bachelor's Degree and no experience shall be contingent on a percentage increase in the amount of total state funding allocated to the Austintown Local School District in the State of Ohio's biennial budget for that year from the 2013 fiscal year. The increase shall be determined as follows:

2013-2014 Academic Year

If the amount of total state funding allocated to the Austintown Local School District from the state's biennial budget for the 2014 fiscal year is \$1,500,000 (One Million Five Hundred Thousand dollars) or more above the amount the District received for the 2013 fiscal year, the base salary for the 2013-2014 academic year shall be increased by 1.95% from the 2012-2013 base salary.

If the amount of total state funding allocated to the Austintown Local School District from the state's biennial budget for the 2014 fiscal year is between \$500,000 (Five Hundred Thousand dollars) and \$1,499,999 (One Million Four Hundred Ninety Nine Thousand and Nine Hundred and Ninety Nine dollars) above the amount the amount the District received for the 2013 fiscal year, the base salary for the 2013-2014 academic year shall be increased by 1% from the 2012-2013 base salary.

If the amount of total state funding allocated to the Austintown Local School District from the state's biennial budget for the 2014 fiscal year is less than \$499,999 (Four Hundred Ninety-Nine Thousand Nine Hundred and Ninety-Nine Dollars) above the amount the District received for 2013 fiscal year, the base salary for the 2013-2014 academic year shall remain at the 2012-2013 base salary level.

2014-2015 Academic Year

If the amount of total state funding allocated to the Austintown Local School District from the state's biennial budget for the 2015 fiscal year is \$1,500,000 (One Million Five Hundred Thousand dollars) or more above the amount the District received for the 2013 fiscal year, the base salary for the 2014-2015 academic year shall be increased by 1.95% from the 2013-2014 base salary.

If the amount of total state funding allocated to the Austintown Local School District from the state's biennial budget for the 2015 fiscal year is between \$500,000 (Five Hundred Thousand dollars) and \$1,499,999 (One Million Four Hundred Ninety Nine Thousand and Nine Hundred and Ninety Nine dollars) above the amount the amount the District received for the 2013 fiscal year, the base salary for the 2014-2015 academic year shall be increased by 1% from the 2013-2014 base salary.

If the amount of total state funding allocated to the Austintown Local School District from the state's biennial budget for the 2015 fiscal year is less than \$499,999 (Four Hundred Ninety-Nine Thousand Nine Hundred and Ninety-Nine Dollars) above the amount the District received for 2013 fiscal year, the base salary for the 2014-2015 academic year shall remain at the 2013-2014 base salary level.

The term "total state funding" means total state foundation funding, which is currently reflected in Line O of the Bridge Formula for State Foundation Funding Report – excluding the Career-Technical Education Allocation listed in the disclosure items. For the 2014 and 2015 fiscal years, total state funding shall be the total foundation funding amount that is reported in any successor report, form or line that corresponds to Line O of the Bridge Formula for State Foundation Funding Report – excluding the Career-Technical Education Allocation listed in the disclosure items. For fiscal years 2014 and 2015, total state funding shall be the amount that is reported on the Report that first reflects the actual formula ADM (average daily membership) for the respective fiscal years.

The parties agree that the amount received by the Austintown Local School District for the 2013 fiscal year is \$17,993,503.09 (Seventeen Million Nine Hundred Ninety Three Thousand Five Hundred Three Dollars and Nine Cents). This amount shall be used in the determination of percentage increases for the 2013-2014 and/or 2014-2015 academic year(s).

Retroactivity of Base Salary increases for 2013-2014 and 2014-2015 Academic Years

The Board will make its best efforts to pay any increase in base salary that is made under this provision for the 2013-2014 and/or 2014-2015 academic year(s) by the first payroll date, but not later than 45 days, following the date of the Report that first reflects the actual formula ADM (average daily membership). All increases in base salary for the 2013-2014 and/or 2014-2015 academic year(s) shall be made retroactive to the beginning of the applicable academic year. Any increase in base salary for the 2013-2014 and/or 2014-2015 academic year(s) shall be applied in the same manner for supplemental contracts.

9.02 Salary Schedule Structure

The salary schedule for each year of the contract shall be computed based on the indexed salary schedule contained herein.

9.03 Longevity

Longevity calculations shall be 7.0% of the base salary added to the top step in each of the three longevity increments.

9.04 Salary Schedule Advancement for Professional Growth

9.041 Certification/Licensure Requirement

No professional growth credit shall be permitted any member of the bargaining unit until he/she holds a certificate/license of at least a standard or provisional level.

9.042 Masters Degree and Beyond/Column Movement

When a member of the bargaining unit desires to move laterally on the salary schedule, additional hours (equivalents of semester hours) for professional growth must satisfactorily meet the following tests:

- a. Hours must be completed through an accredited graduate school.
- b. Hours must be earned in the general field of education or fall within the range of the instructor's immediate teaching field.
- c. Hours must be graduate level designated courses.
- d. Hours must have received prior approval by the Superintendent in writing.
- e. Hours that employees have earned by September 1, 2005, must have documentation turned into the LPDC at the Fall 2005 meeting to be credited for column placement. Bargaining unit members who earned, or were in the process of earning, hours pursuant to this Section under previous collective bargaining agreements shall continue to have those hours honored, but effective August 29, 2005, only hours completed under Section 9.042, a, b, c, and d will be credited.

9.0421 Lateral Advancement for Salary Schedule

When a member of the bargaining unit desires to move laterally on the salary scale, s/he must file a "Request for Change of Salary Category Notice" in the Superintendent's office by June 1st. Transcripts must be on file in the Superintendent's office no later than September 15th of the same calendar year. Failure to do so will result with staff members not being advanced on the salary schedule until the following year.

9.043 Per Hour Payment Grandfather Clause

Effective September 1, 1976, professional growth compensation of twenty dollars (\$20.00) per hour for professional growth earned between steps on the salary schedule will be eliminated. All hours earned during the 1975-76 school year through August 31, 1976 will continue to be honored. Persons who have hours between steps will continue to receive compensation for those hours until such time as they reach the next horizontal step on the salary schedule, to wit: B to B+15 (Bachelor's plus fifteen hours).

When a bargaining unit member secures enough hours to reach the next salary schedule level, all intermediate hours will be dropped. From September 1, 1976 on, the only lateral movement in the salary schedule will occur as a full bracket is completed, as in the B to B+15.

9.044 Masters +45 to Doctorate Conversion Grandfather Clause

Effective January 1, 1977 and thereafter, a person who wishes to qualify for the current column entitled "Master Plus 45" will have to earn a Doctor of Philosophy or a Doctor of Education in order to qualify. Persons who have hours between M+30 and the M+45, as it now exists, will have such permanently frozen and will continue to be compensated at twenty dollars (\$20.00) per hour. Persons on the M+45 will be retained in that column. No additional persons may move to the MA+45 column, which will be renamed the "Doctorate" step, until they actually earn such a degree.

9.045 Inservice Units of Credit for Professional Growth

9.0451 Definition of Unit

One (1) unit of inservice credit is defined as a ten (10) hour sequential inservice program coordinated by an administrator of the Austintown Local Schools or a teacher of the Austintown Schools approved by the Director of Instruction and/or the Superintendent of Schools. The time requirements indicated must be met outside the individual's regularly assigned working hours and not during released time.

9.0452 Conditions of Inservice

A. Inservice programs providing units of credit must be approved by the Board of Education.

- B. Inservice programs providing units of credit must be coordinated by an Austintown school administrator or a teacher approved by the Director of Instruction and/or the Superintendent of Schools.
- C. The number of bargaining unit member participants in an inservice program providing units of credit may be limited by the coordinator of the program.
- D. Any member of the professional staff who coordinates, directs, or teaches any type of inservice at the request of the administration and/or Board of Education shall be paid at the rate of 1-1/2 times the negotiated hourly rate unless said member elects to receive inservice credit. Such payment would be made for persons who were serving in this capacity at times other than normal teaching times and would only be for the period of time at which classroom instruction was occurring. Health services such as CPR and Red Cross are excluded.
- E. No person, participant or coordinator, shall be granted such inservice credit more than once for any given course.
- F. Any inservice program a professional staff member is required by his/her employer to attend shall be held during his/her regular contract hours. It is understood that building staff meetings as required by the principal shall be excluded by this policy.

9.05 Supplemental Salaries

9.051 Bargaining Unit Preference

A supplemental contract may be granted to a person not of the bargaining unit if no qualified member of the bargaining unit applies for said contract.

9.052 Written Supplemental Contracts

All bargaining unit members performing supplemental duties shall be given a written contract specifying assignment, salary and length of contract.

9.053 Supplemental Longevity Payments

Extracurricular (athletic and non-athletic) supplemental contract holders shall receive a 1% of the base increase in their supplemental contracts at the end of the fifth (5th) year of consecutive performance of that particular activity. In addition, these same bargaining unit members whose original contract was greater than 5% shall receive a second 2% of the base increase in their supplemental contracts at the end of the ninth (9th) year of consecutive performance of that particular activity. These same bargaining unit members whose original contract was greater than 5% shall receive a 2% of the base increase in their supplemental contracts at the end of the twelfth (12th) year of consecutive performance of that particular activity. All members of the bargaining unit shall be given credit for continuous service previous to the effective date of this contract. Supplemental contracts for the positions which provide for Released Time and/or Extended Service shall be excluded from these increments.

9.054 New Supplemental Positions

The Board may add new supplemental positions only through negotiations with the Association.

9.055 Supplemental Salary Schedule-Fitch High School

The supplemental salary schedule for Fitch High School activities is attached hereto as Appendix I.

9.056 Middle School Supplementals (Same at each Middle School)

The supplemental salary schedule for Austintown Middle School activities is attached hereto as Appendix I.

9.057 Released Time & Extended Service

Extended service days –

1. H.S. Guidance – 6 days extended summer service.
2. Director of Guidance – 16 days extended summer service.
3. Media Specialist – 10 days extended summer service.
4. Distributive education teacher, Occupational Work Experience teacher(s), - 10 days
5. Drug Free School District Wide Coordinator – (9 released days)
6. M.S. Guidance – 3 days extended summer service.
7. Instructional Coach #1 – 5 days extended summer service at \$18.10 per hour and 7.5 hours per day.

8. Instructional Coach #2 – 5 days extended summer service at \$18.10 per hour and 7.5 hours per day.

9.0571 Clarification of Released Time and Extended Service

Definitions:

1. A per diem (daily) rate is calculated by dividing a teacher's base salary (based on year's experience and degree) by 184 days (Article 5.06 Contract Year).
2. A new salary schedule for bargaining unit members will begin with the first day of a new school year- generally teacher in-service day in August.
3. For payroll calculation purposes, a school year begins with the teacher in-service day generally held in August prior to the first student day.

All bargaining unit members with approved extended service shall turn in time sheets for all time worked. This presently includes but is not limited to High School Guidance Counselors, Director of Guidance, Middle School Librarians, High School Librarian, Middle School Guidance Counselors and Vocational Teachers.

The compensation will be based on that bargaining unit member's calculated per diem rate for the days worked.

An extended service year will begin with the first day of the new school year and end with the last day of August preceding the first day of the next school year. This does not apply to Department Chairpersons or released time.

9.059 Supplemental Salary Payments

The payment schedule for the following supplemental contracts will be made as follows:

<u>Fall</u>	<u>Payment Schedule</u>
Cross Country (B&G)	September
Football (B)	October
Golf (B&G)	November
Soccer (B&G)	December

Tennis (G)
 Volleyball (G)

Winter

Basketball (B&G)	December
Gymnastics (G)	January
Wrestling (B)	February
March	

Spring

Baseball (B)	March
Softball (G)	April
Tennis (B)	May
Track (B&G)	June

All other supplemental contracts will be paid over the course of the contract year.

9.06 Severance Pay

At the time of retirement/disability from active service under the State Teachers Retirement Law and with ten (10) or more years of service in Ohio, a bargaining unit member shall be paid for the value of his/her accrued unused sick leave credit. Such payment shall be an amount determined by multiplying twenty-five percent (25%) of the number of sick leave days accrued, not to exceed 42 days (i.e., 1/4 of 168 days), by the employee's per diem rate exclusive of supplementals, calculated at the time of retirement. In addition, the employee shall be paid ten percent (10%) of the unused sick days greater than 168.

<u>Number of Service Years</u>	<u>Per Diem Rate</u>	<u>Formula</u>
0-9.99 Years	No Severance Pay	—
10 Years or More	100% of Final Daily Rate	0-168 Days = 25% >168 days = 10%

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. Severance pay will be paid within thirty (30) days of presentation to the Treasurer of the Board of Education a copy of the individual's retirement check from the State Teacher's Retirement System. Effective July 1, 2005, all severance pay will be paid into a Board-approved section 403(b) special pay plan account.

9.07 Hourly Rate

The hourly rate for tutoring, adult education, adult basic education, summer school, intramurals, coverage of classes in lieu of a substitute teacher, and other services requiring certification/licensure, shall increase by the same percentage as the base salary. The

hourly rate for 2009-2010 shall be \$18.10 and the 2010-2011 rate will be established in salary reopener.

9.071 Class Coverage

1. If a teacher's students are not present (i.e. field trip, proficiency testing, camp, etc.) the teacher can be asked to cover another class in lieu of a substitute without compensation. If this teacher is deprived of a planning period, they will be compensated at the hourly rate.
2. If no substitutes are available, a cooperating teacher with a competent student teacher may be asked to cover a class. This teacher will be compensated at the hourly rate.
3. In the event that a substitute is not available, the classroom students may be placed into two other classrooms. The two accepting teachers will be compensated at one-half the hourly rate.
4. When a staff member requires coverage and payment for that coverage is requested, one of the following forms must be submitted: Personal, Professional or Sick. Increments of leaves can be no less than 1/4 of a day.
5. Payment for coverages will be calculated according to the following chart:

<u>Time Duration of Coverage</u>	<u>Compensation Rate</u>
Less than 10 minutes	No record kept, no credit
Over 10 minutes but less than 1/2 hour	Principal documents and submits when 1/2 hour of total time
31 to 44 minutes	Compensate 1/2 hour
45 to 74 minutes	1 hour credit

9.08 Substitute Teachers

Every effort will be made to obtain qualified substitute teachers in the field of study in which they are substituting in grades K-12. Only in very rare circumstances, when no properly certified or elementary certificated substitute can be obtained, shall elementary or middle school special classes such as art, music, and physical education be canceled.

9.09 In-School Substitution

In-school substitution at Fitch High School, i.e. teacher requested coverage for any part of a school day, including but not limited to unexpected illness, doctor appointments, or family emergency and not in lieu of a substitute teacher, shall be handled in the following manner.

1. All teachers are listed by conference period.
2. All eligible substitute teachers are utilized first.
3. Teachers are selected for substitution in alphabetical to reverse order every other year (i.e. A-Z 1992-93; Z-A 1993-94).
4. Teacher requested in-school substitution noted on the roster which must be repaid before returning to normal rotation. In-school substitution request made by the administration in order for the teacher to attend to professional responsibilities is not noted and does not need to be repaid and comes strictly from the normal rotation.
5. The in-school substitution list shall be updated daily and posted in the principal's office.

9.10 Car Allowance

Each bargaining unit member who is assigned to teach in more than one building in one workday will be paid mileage for required travel. The rate for mileage reimbursement shall be the prevailing IRS rate. Payment shall be made not less than twice per year at the end of each semester.

9.11 Outdoor Educational Program

Each bargaining unit member in each elementary school shall have the opportunity to volunteer for the Camp Fitch experience. Volunteers shall be selected from a rotating schedule with fourth grade bargaining unit members receiving priority consideration. Bargaining unit members selected to accompany the students shall receive a stipend of one hundred dollars (\$100).

9.12 Pay Periods

Bargaining unit members shall be paid in twenty-six (26) equal installments with pay days normally falling on alternate Fridays. Prior to each contract year, the Board of Education through its Treasurer, will establish and publish pay periods for the academic year. Due to the nature of the twenty-six pay plan and the mathematics of twenty-six pays not being equally divisible into 365 days, periodic adjustment of pay periods every three or four years will be required. Such adjustments will be arranged in conference with the President of the Association.

9.13 Payroll Deductions

Payroll deductions shall be of equal amount unless otherwise specified. All deductions shall be made without cost (service charge to the employee or Association).

9.131 Authorized Deductions

Payroll deductions shall be those mandated by federal, state or local laws plus those authorized by the teacher as follows:

1. STRS pick-up paid through salary reduction/salary restatement method
2. Professional dues or service fees as provided in this Contract
3. Credit Union
4. Tax sheltered annuities
5. United Appeal
6. Fund for Children and Public Education (FCPE)
7. Insurance premiums
8. Previous service credit for STRS

9.132 Professional Dues/Fees

The Board Treasurer shall transmit to the Association within two (2) days of each staff payday the professional dues and service fee deductions along with a list of names and the amounts deducted. Dues deductions shall be made in 16 equal and consecutive deductions beginning with the second pay in October of each school year. Service fee deduction shall be made in 10 equal and consecutive deductions beginning the second pay in January of each school year unless otherwise delayed by request of the Association.

9.14 STRS “Pick-Up (Salary Reduction/Restatement Method)

The amount paid by an employee into the State Teachers Retirement System is hereby considered a contribution to an annuity, and thus that contribution, paid by the employee, can be tax deferred until retirement or withdrawal. It is understood that the employee experiences no reduction in final average salary calculations for STRS and this annuity is exempt from Federal Income Tax liability until the employee’s contribution is either withdrawn or removed by retirement.

9.15 Direct Deposit of Paychecks

All employees shall be required to use direct deposit to receive their paychecks. Employees also will receive their pay stubs and other payroll-related information only via electronic/digital transmission.

**ARTICLE X
EVALUATION**

10.01 Evaluation

- A. This Section A. shall apply only for the 2012-13 school year. As of July 1, 2013, this Section A. shall be null and void.

Professional evaluation of bargaining unit employees will be done exclusively by persons employed as administrators in the

Austintown Local Schools. Current applicable job titles include, but may not in future years be limited to, Principals, Assistant Principals, Superintendent, Assistant Superintendent, Director of Instruction. In most circumstances, Principals and Assistant Principals will be the evaluators.

These certificated employees shall be evaluated:

- All employees in their first year of employment with the Austintown Local Schools
- All employees that are in their first year of placement in any of the district schools
- All teachers that are entering a change in teaching content area, or any newly assigned area (example – guidance)
- All teachers that are applicants for continuing contract status (such employees are required to notify the building principal of their intent before September 30)
- Any employee that requests an evaluation (before September 30)
- Other employees as may be requested by the building principals

While there is no specifically stated interval for periodic evaluation of all employees, as logistical constraints allow, a goal is to evaluate as regularly as possible throughout the years employed in the Austintown Schools.

- B. The parties acknowledge that a standards-based teacher evaluation policy must be adopted by the Board by July 1, 2013. In order to facilitate the adoption of the Board policy as required by law, the Board agrees to consult with teachers by forming an Evaluation Committee composed of no more than three (3) Association representatives (selected by the Association) and three (3) administrators to develop evaluation-related policy and procedures as required by Ohio Revised Code, including but not limited to Ohio Revised Code 3319.111, and House Bill 153.
- C. The new teacher evaluation policy may be piloted during the 2012-13 school year. Teacher participants during the pilot program will be volunteers and cannot be limited contract teachers. Pilot evaluations will not become part of the employee's personnel file and will not be considered for any employment-related action.

10.02 Athletic Coach Evaluation

The System of Evaluation for Athletic Coaches in effect as of the effective date of this Contract shall continue in full force and effect and is also separated from this Master Contract except for the written complaint procedure contained in Article 5.021.

10.03 Just Cause

No continuing contract bargaining unit member shall be terminated except for just cause. Any bargaining unit member may request the presence of an Association representative at any conference with an administrator which he/she believes may result in reprimand. When such request is made, the conference shall not proceed or continue until the representative is in attendance.

10.04 Continuing Contract/Non-Renewal

Except where expressly contradicted in this agreement, provisions of the Ohio Revised Code in 3319.11, 3319.111, 3319.16, and 3319.161 shall continue in effect for the duration of this contract.

ARTICLE XI EMPLOYMENT PRACTICES

11.01 Definitions

11.011 Vacancy Defined

A vacancy shall be defined as a bargaining unit position no longer occupied due to:

- a. Death of a bargaining unit member
- b. Retirement of a bargaining unit member
- c. Resignation of a bargaining unit member
- d. Extended leave of absence (for a full year) of a bargaining unit member that is not specifically provided for elsewhere in this Contract that the employee retains the right to return to the same position.
- e. Creation or restoration of a bargaining unit position
- f. Non-renewal of a bargaining unit member
- g. Termination of a bargaining unit member
- h. Transfer, reassignment or promotion of a bargaining unit member

A vacancy shall exist when the Board and Administration determine to fill a bargaining unit position that has been created by the reasons listed above.

11.012 Transfer Defined

A transfer shall be defined as a change in assignment by an employee from one bargaining unit position to another.

11.013 Voluntary Transfer Defined

A voluntary transfer shall be defined as an employee-initiated reassignment from one bargaining unit position to another.

11.014 Involuntary Transfer Defined

An involuntary transfer shall be defined as an employer-initiated reassignment of an employee from one bargaining unit position to another.

11.015 Assignment Defined

Assignment shall be defined as the notification by the Superintendent/designee of the building, grade level and teaching field of the bargaining unit member pursuant to Voluntary/Involuntary Transfer provisions in this Contract.

11.02 Voluntary Transfer Procedure

11.021 Posting of Vacancies During Academic Year

During the academic year, the Superintendent or his/her designee shall, within five (5) workdays after a vacancy exists as defined herein, post on the office window in each building written notice of such vacancy for a minimum of seven (7) workdays. At the same time, he/she shall also furnish a copy of the posting to the AEA building reps in each building so they may post said vacancy in additional relevant locations in their respective building, and the Association President shall also be provided a copy of the posting. Bargaining unit members interested in this position must apply during the posting period.

11.022 Posting of Vacancies When School is Not in Session

Following the determination of a vacancy, the posting shall be **posted on** the District Website and listed on a vacancy hotline for seven (7) calendar days. The posting shall include a brief description of the position, certification requirements, and the closing date to bid. A copy of all vacancies must be e-mailed to the AEA President and Vice President immediately following each posting.

If a vacancy occurs on either (1) staff workdays prior to the beginning of the student year or (2) during the period of time following those staff workdays and prior to the student year, then the following procedures shall apply:

1. If a vacancy arises during a teacher workday prior to the student year, the vacancy shall be announced that day at a staff meeting, posted on the District Website and

listed on a vacancy hotline for a period of 24 hours. The posting will include the date and time of posting and the closing date and time.

2. If a vacancy occurs following the teacher workdays and prior to the beginning of the student year, the position will be posted for 24 hours on the District Website and vacancy hotline. The posting will include the date and time of posting and the closing date and time.

11.023 Posting of Vacancies that Occur Within the First Ten Days of Contract Year

If a vacancy occurs during the first ten (10) contract days of the school year but after the first all staff meeting, the position will be posted for three (3) contract days. All transfer requests will be considered. The Board shall not be required to post any vacancies that occur as a result of the filling of the initial vacancy during this first ten days of the contract year. The remaining position(s) will be filled from the RIF list (if teacher has proper certification). If no teacher on the RIF list has proper certification, a new qualified teacher may be selected.

11.024 Vacancy Bidding Period

Bargaining unit members shall have seven (7) workdays from the first day of posting to apply for a vacancy. Application shall be in writing to the Superintendent. If no certificated/licensed employee bids on the vacancy within the designated bidding period, the Board may fill the vacancy from outside the bargaining unit. In the event the vacancy posting occurs during summer recess, said position may be filled from outside the bargaining unit after the expiration of the seven-day hotline posting, as per 11.022.

11.025 Content of Posting Notice

The posting of each notice of vacancy shall include the position title, entry level qualifications, licensing, and/or certification requirements, description of the position's duties, pay rate of the position, location(s) where work is to be performed, and last date to apply for the position.

11.026 Bargaining Unit Selection Preference

The Board shall hire a qualified applicant from within the bargaining unit prior to advertising and filling vacancies from outside the bargaining unit. The following factors shall be the criteria for selecting the most qualified candidate:

1. Successful teaching experience
2. Seniority

11.027 Selection Notice

A bargaining unit member who applies for a voluntary transfer to a vacancy shall receive written notice of selection or rejection for the position immediately upon determination. Unsuccessful applicants shall be given reasons in writing.

11.03 Involuntary Transfer Procedure

11.031 Notice of Intent to Implement Involuntary Transfer

Prior to the implementation of an involuntary transfer, the Superintendent shall meet with the Association President to discuss the reasons for the involuntary transfer(s) and alternative plans.

11.032 Not Arbitrary or Capricious

No bargaining unit member shall be involuntarily transferred in an arbitrary, unreasonable, or unnecessary manner.

11.033 Order of Involuntary Transfer/Displaced Teacher

When a bargaining unit position is eliminated, every attempt shall be made to work out an arrangement within that building using voluntary reassignment. If there are no volunteers within the building, the least senior teacher in the teaching field being eliminated shall have the right to displace the least senior teacher in that building in a teaching field for which he/she is certificated assuming that the evaluations between those teachers are comparable. The least senior building teacher so displaced shall have the right to displace the least senior teacher system-wide in a teaching field for which he/she is certificated assuming that the evaluations between those teachers are comparable. A displaced teacher shall have the right to displace a less senior RIF teacher in a teaching field for which he/she is certificated assuming that the evaluations between those teachers are comparable.

11.034 Written Reasons

Any employee involuntarily transferred shall be given written reason(s) for such transfer no less than ten (10) days prior to the involuntary transfer. A copy of such notice shall also be given to the Association President.

11.035 Hiring from Outside Bargaining Unit

If the position still remains vacant, the employer shall fill the position by hiring a new employee possessing the stated qualifications in the posting.

11.04 Filling of a Vacancy During RIF

No voluntary or involuntary transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior employee. No voluntary or involuntary transfer shall be implemented during a period of Reduction in Force that will negatively impact the recall of an employee on layoff status.

11.05 Notice of Assignment

A bargaining unit member shall continue in his/her current assignment from year to year except as provided in this Contract (i.e., vacancy, voluntary/involuntary transfer, RIF). The Superintendent/designee shall give each bargaining unit member written notice of his/her assignment no later than the last day of school. The notice shall include class, subject(s), building(s), room, and schedule. If an emergency arises which necessitates a change in assignment, no change shall be made without reasonable attempts to consult with the bargaining unit member and the Association President. After reasonable attempts have been made, certified mail will be sent to notify the unit member and the Association President.

11.06 Administrative or Supervisory Vacancies

Administrative or supervisory level vacancies shall be posted to the bargaining unit as soon as they become known at any time during the school year in accordance with Articles 11.021, Posting of Vacancies During Academic Year; 11.022, Posting of Vacancies When School is Not in Session; 11.024, Vacancy Bidding Period; 11.025, Content of Posting Notice; and 11.027, Selection Notice.

11.07 Supplemental Vacancies

The Board reserves the right to fill or not fill any supplemental contract. Supplemental contracts will automatically expire at the end of each school year unless otherwise stipulated in the contract. The Board will rehire any bargaining unit member currently holding a supplemental position as long as he/she performs the responsibilities in an appropriate manner and the position continues to exist. Any bargaining unit member who is not performing the responsibilities in an appropriate manner as identified by an evaluation specifically identifying deficiencies and a failure to correct those deficiencies may be nonrenewed. Whenever a supplemental contract position becomes vacant, the vacancy shall be posted with qualifications in accordance with Article 11.024 Vacancy Bidding Period. A qualified bargaining unit applicant shall be hired before a nonbargaining unit member is hired. When more than one bargaining unit member applies for a vacant supplemental position, the Board shall select the most qualified of the applicants.

11.08 Employment Contracts

11.081 Types of Contracts

Contracts for the employment of bargaining unit members shall be of two (2) types:

1. Limited Contract
2. Continuing Contract

11.082 Length of Limited Contract

A limited contract shall be for a term of one (1) year.

11.083 Granting of Continuing Contracts

A bargaining unit member shall be eligible for continuing contract status consistent with Ohio Revised Code 3319.08. If a bargaining unit member has secured a continuing contract before coming into the Austintown Local Schools, he/she shall be eligible for continuing contract status after two (2) years or more. The bargaining unit member must notify the principal of her/his intent to apply for continuing contract status by September 30 of the school year in which s/he applies so that s/he can be scheduled for evaluation.

11.084 Length of Continuing Contracts

A continuing contract shall be a contract which shall remain in force until a member of the bargaining unit resigns, elects to retire or is terminated.

11.09 Special Certificates/Licenses

Each professional employee shall hold the appropriate type certificate/license with respect to assigned position in accordance with Section 3319.22 of the Ohio Revised Code. Professional employees holding elementary teacher certificates/licenses may be assigned to grades 7 and 8 except that in the following areas a member of the bargaining unit must hold specified certification/licensure: special education, home economics, and industrial tech, skills for life. Professional employees holding secondary teaching certificates/licenses may be assigned to grades 7 and 8 to teach subjects for which certificate/license is held. Educational service personnel assigned as librarian, counselor, school nurse, elementary art, vocal and instrumental music, and physical education shall hold special teaching certificate/license in the subject assigned.

11.10 Summer School/Evening Classes

Vacancy postings for summer school or evening classes shall be posted in accordance with Article 11.02, Voluntary Transfer Procedure. Compensation shall be paid at the hourly rate in accordance with Article 9.07, Hourly Rate. The Board of Education

maintains the right to cancel any class if insufficient enrollment occurs.

ARTICLE XII REDUCTION IN FORCE

12.01 Reduction in Force-Definition

A reduction in force (RIF) shall have occurred when the Board reduces, eliminates, or fails to fill a bargaining unit position. Force shall be defined as the number of members of the bargaining unit as of the effective date of this Contract.

12.02 Reasons for RIF

The teaching staff shall not be reduced in number except for the following reasons: (1) a decrease in enrollment; (2) for financial difficulties; (3) suspension of schools; (4) regular teachers returning from a leave of absence; or (5) territorial changes affecting the district.

Reduction under any circumstances shall not exceed ten (10) for the duration of this contract. Staff positions that are funded by grants will not be included in the limit.

12.03 Notification of Anticipated RIF

12.031 Meeting with Superintendent

Immediately upon determination of a possible reduction in force, the Superintendent and/or representative of the Board and the Association President and/or representatives of the Association shall meet to review the proposed RIF and discuss possible alternatives. The board shall provide all documentation pursuant to the possible RIF upon request of the Association. The Association shall be given the opportunity to present both orally and in writing its views on the proposed reduction in force. A grievance arising over reduction in force shall be submitted to binding expedited arbitration, utilizing the services of the American Arbitration Association.

12.032 Notification to Association President

Before implementing a reduction in force, the Superintendent shall give written notice to the Association President by April 1 of its intent to effect a reduction in force. The notification shall include the reason(s) for the RIF; the position(s) anticipated to be reduced, eliminated, or not filled; the name(s) of the employees anticipated to be affected; the date of the Board action to implement the RIF and the effective date of the RIF. The notice shall include the

seniority and contract status within areas of certification for each employee anticipated to be affected. Said notification shall be given prior to May 1 to all bargaining unit members whose name appears on the list.

12.033 Notification to Affected Employee

A bargaining unit member to be laid off due to RIF shall, prior to May, be given advance written notification by the Board prior to the implementation of the RIF. The Association President shall simultaneously be sent a copy of said notification. The notice shall state the reason(s) for RIF, the effective date of contract suspension, the date of the Board's action to implement the RIF, and the effective date of the RIF.

12.04 Implementation of RIF

12.041 Determination of Positions Subject to RIF

Position(s) to be reduced, eliminated or not filled shall be determined by this sequence:

- A. Position(s) vacated as a result of voluntary resignation, retirement, bargaining unit member on leave, or death will not be filled.
- B. If additional reduction is necessary, bargaining unit members holding limited contracts who possess comparable evaluations shall be laid off in reverse seniority order, i.e., least senior employee is the first to be laid off within area of certification to be affected by RIF.
- C. If additional reduction is necessary, bargaining unit members holding continuing contracts who possess comparable evaluations shall be laid off in reverse seniority order, i.e. least senior employee is the first to be laid off within area of certification to be affected by RIF.

12.042 Not Arbitrary or Capricious

Upon determination of a RIF and during the implementation of a RIF, no reassignment, transfer or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee or to circumvent any provisions of this Contract. **Nothing herein shall be interpreted to conflict with or circumvent Ohio Revised Code 3319.17.**

12.043 Involuntary Transfers to Retain Senior Bargaining Unit Members

A member of the bargaining unit may be involuntarily transferred in accordance with Article 11.03 to retain a bargaining unit member with greater seniority. The Superintendent shall consult with the Association President prior to initiating any involuntary transfer. **Nothing herein shall be interpreted to conflict with or circumvent Ohio Revised Code 3319.17.**

12.044 Suspension of Limited Contracts

Layoff shall occur by suspension of contract.

12.045 Seniority List

The Board shall maintain and update a bargaining unit seniority list (1) by contract type, limited, and continuing, (2) by area(s) of certification and (c) system-wide by date of hire. The Board shall provide a copy of the lists to the Association President no later than December 1 and an updated list no later than February 1. The Board shall make available the most recent seniority list(s) in the principal's office of each building.

12.046 Certification Change

All members of the bargaining unit have the right to drop or nonrenew certification to prevent assignment or transfer to any unwanted position in the District. However, the Director of Instruction must be notified of any certificate elimination no later than June 1 of each school year. Assignments to teaching positions will be based on information available June 2. Any member receiving assignment then dropping certification in the area of assignment will be placed on a suspension list. The member shall remain on the suspension list until a bargaining unit position opens in an area of certification which the bargaining unit member holds after all eligible members on the RIF list with appropriate certification have been placed in an assignment.

12.05 Limitations

12.051 Bargaining Unit Priority

No new employee shall be hired into a bargaining unit position until all eligible laid off bargaining unit members have been offered such position. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of a bargaining unit member on layoff status. Qualifications for a bargaining unit position shall not be changed to prevent the recall of a laid off employee.

12.052 No Subcontracting

Work previously performed by laid off employees shall not be subcontracted. No current non-bargaining unit member shall be assigned to fill a bargaining unit position or perform bargaining unit work while an eligible employee remains on layoff status.

12.06 Rights While on RIF Status

A bargaining unit member on layoff status due to RIF shall have the following rights:

- A. To continue benefits through COBRA at the employee's expense not to exceed 18 months).
- B. To retain seniority during the period of layoff.
- C. To draw unemployment compensation benefits unchallenged by the Board when the bargaining unit member has not been offered an equivalent bargaining unit position during the term of the layoff.
- D. Recognition of additional certification earned or reported after April 30 while on layoff status for recall purposes, provided such information is filed with the Board prior to recall. Such recognition shall not be used to displace a teacher holding a contract position.

12.07 Recall Rights

12.071 Inverse Order of Security

Laid off bargaining unit members who possess comparable evaluations shall be recalled in reverse order of seniority within area of certification, i.e., most senior laid off employee shall be first recalled assuming that the individual possesses comparable evaluations to other teachers on the recall list.

12.072 Notice of Recall

The Board shall give written notice of an offer of recall by sending a registered or certified letter to said bargaining unit member at his/her last known address. It shall be the responsibility of each bargaining unit member to notify the Board of any address change. If a bargaining unit member fails to accept the offer of employment in writing within five (5) days, excluding Saturday, Sundays, and holidays, from the date of receipt of the notification by certified mail, said bargaining unit member shall be considered to have rejected the offer of recall and shall be removed from the recall list. If the offer of recall is made within ten (10) days prior to the start of a school year, the teacher has forty-eight (48) hours from receipt to accept the offer of recall. The receipt signature on the certified mail Return Receipt shall be sufficient proof of notification. This procedure shall continue

until all employees on layoff status have been recalled, have retired under the State Teachers Retirement System, or have voluntarily resigned.

12.073 Time on Recall List

Laid-off limited contract bargaining unit members shall remain on the recall list for a period of 36 months. Laid-off continuing contract bargaining unit members shall remain on the recall list until recalled by the Austintown Local School District or an offer of recall is rejected by the bargaining unit member. Acceptance of full-time teaching employment in another school district shall not remove a bargaining unit member from the Austintown Recall List. Time will commence on September 1 of the year of lay-off.

12.074 Rights Upon Return to Active Duty

A member of the bargaining unit who is recalled shall return to the system with the same seniority and accumulation of sick leave days as the teacher would have received in the year of lay-off. No credit shall be given for service or sick leave during the duration of his/her lay-off.

12.08 Substitute Employment

A bargaining unit member on RIF status shall, if he/she desires, be placed on the substitute list and be given first consideration for substitute pay. Acceptance or rejection of a substitute position shall not constitute the basis for an employer challenge to the member's entitlement to unemployment compensation benefits.

12.09 Final Compensation

A bargaining unit member affected by a reduction-in-force may elect final compensation in either of the two (2) following ways:

- A. To receive all deferred earnings by June 30.
- B. To continue payment of deferred earnings to be paid in the normal fashion through August.

In either case whichever date he/she selects will also be the final day of insurance protection. At the end of compensation all insurance shall cease.

12.10 Termination of State or Federally Funded Program

If a State or Federally funded program is terminated or reduced so as to reduce the number of employed teachers, teachers in the funded program will be considered for seniority purposes as to have all of their regular years of employment counted in the Austintown Local Schools. If such a person had continuous employment as both a

regular teacher and as an externally funded teacher, all continuous service will count towards seniority.

ARTICLE XIII SENIORITY

13.01 Seniority Defined

Seniority shall be determined by the total length of continuous service while a member of the bargaining unit in the Austintown School District, excluding unpaid leaves of absence except as otherwise provided herein. The length of service of a teacher who has returned to the bargaining unit following any interruption, except a paid or unpaid leave of absence, shall be measured from the date of return.

An administrator who has continuous teaching/administrative service in the Austintown School District and who returns to a bargaining unit position shall retain only the seniority accrued while a member of the Austintown Education Association.

13.02 Breaking Ties in Seniority

If two or more individuals have the same length of continuous service, seniority shall be determined from the earliest date of actual service in the district. If two or more individuals have the same date of actual service, seniority shall be determined from the date of the Board meeting at which the individuals were hired. If two or more individuals were hired at the same Board meeting, seniority shall be determined by the date of application. For those employees who have applied online, the date of application shall be measured by the date of final submission. If two or more individuals have the same date of application, the tie(s) shall be broken by the flipping of a coin.

13.03 Determination of Service

Service rendered beyond the regular school day or beyond the regular school year shall not be considered as "service" for the purpose of calculating seniority. No seniority credit shall be adjusted for any bargaining unit member by reason of a standard work day of more than or less than 7½ hours nor for a standard work year of more than or less than 184 days except as provided in Article 13.02. Service as a home instructor shall not be considered as "service" for the purpose of calculating seniority.

13.04 Year of Service Defined

A "year" of service shall be defined as actual service in the Austintown School District of not less than one hundred twenty (120) days within a school year.

ARTICLE XIV
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE BY-LAWS

Established Local Professional Development Committees as Authorized in Senate Bill 230, effective Fall 1998.

14.01 Name, Scope, and Number of Committee Members

Austintown Schools' Local Professional Development Committee is hereby established as the Name of the entity required by Senate Bill 230. This committee shall be district-wide in scope and shall be the only committee of its type authorized to operate within the district.

14.02 Aims and Purposes

The purpose of the Austintown Schools' Local Professional Development Committee is to review coursework and other professional development activities completed by educators within the district for renewal of certificates or licenses.

In the discharge of its duties, the committee shall:

- A. Foster the norm of continuous improvement.
- B. Promote alignment of professional growth with individual, student, building and district needs and goals.
- C. Emphasize increased student learning and achievement as a professional development priority.
- D. Guide the development of Individual Professional Development plans.
- E. Support the inquiry into and study of teaching in learning.
- F. Validate application/use of learning gained through professional development rather than merely attendance, time spent, and completion of required work.

14.03 Membership and Qualifications

14.031 The Austintown Local Schools' Local Professional Development Committee consists of nine (9) members. Five (5) teachers shall be representatives of the active AEA; President/Designee, elementary (K-4), middle school (5-8), high school (9-12) levels, and one member-at-large. As the terms of the original LPDC expire, new teacher LPDC members shall be selected by the district bargaining unit via a slate of candidates recommended by the Association President and ratified by the membership. The remaining members shall be a combination of administrators from the district office, one elementary, one middle, and one high school level who shall be selected or appointed by district office administration. Each committee member must have a minimum of three (3) years of education experience with the Austintown schools. Further, when it comes time to consider

the professional development plans of an administrator, the plan would be voted on by the LPDC, consisting of a majority of administrators, along with bargaining unit members, one of which comes from the administrator's building level.

In the event of any committee member up for renewal, adjustments would be made to comply with the approval procedures stated in Article VI, Section 1, letters C. and D.

14.032 Permanent committee vacancies among teacher members shall be addressed by the AEA President who shall designate replacement members as necessary. Similarly, administrative member vacancies shall be addressed by the district office.

Committee members who discover they are unable to fulfill their role as an active committee member may withdraw simply by notifying the chair(s) in writing. No reasons need to be given.

14.04 Roles and Terms of Office

The Austintown Local Schools' Local Professional Development Committee shall consist of the following roles and corresponding terms of office:

Chair: The Chair shall be elected annually by a majority vote of the LPDC at the May meeting, conducted via written ballot of the committee members. Anyone interested in serving as Chair may self-nominate. A term shall run from September to September. Responsibilities will consist of conducting LPDC meetings, communicating information to the members of the LPDC, and representing the LPDC at meetings of the LPDC, and representing the LPDC at other related organizations.

Secretary: The Secretary shall be elected annually by a majority vote of the LPDC at the May meeting, conducted via ballot, of the committee members. Anyone interested in serving as Secretary may self-nominate. A term shall run from September to September. Responsibilities will consist of maintaining minutes of action taken during LPDC meetings, notifying applicants of approval or re-submission or denial status of individual professional development plans and/or proposals for credit.

Data

Manager: The Data Manager shall be elected annually by a majority vote of the LPDC at the May meeting, conducted via ballot of the committee members. Anyone interested in serving as Data Manager may self-nominate. A term shall run from September to September.

Responsibilities will consist of keeping records up to date, keeping a mailing list of all members, and maintaining a record of all committee activities and procedures involving each individual's submitted IPDP.

If the Chairperson, Secretary or Data Manager are absent, a pro tem shall be elected for that meeting by those present.

The remaining members of the committee shall serve staggered three-year terms. A term shall go from September to September with no more than half of the remaining members new to the committee at any one time. Committee members may hold an unlimited number of terms if they successfully meet the selection process.

14.05 Duties

The duties of the chair, secretary, data manager, and other committee members shall be as follows:

14.051 The Chair(s) shall:

- A. Preside at all Austintown Local Schools' Local Professional Development meetings.
- B. Call all meetings and set agendas in collaboration with the memberships.
- C. Ensure adherence to the Individual Professional Development Plan review process and procedures.
- D. Serve as LPDC liaison.
- E. Serve as appeals process contact and liaison.

14.052 The Secretary shall:

- A. Keep accurate minutes of all Austintown Local Schools' Local Professional Development Committee meetings.
- B. Send minutes and agendas to LPDC members at least one week in advance of regularly scheduled meetings.
- C. Serve as staff communications liaison.
- D. Be responsible for all necessary correspondence.

14.053 The Data Manager shall:

- A. Keep IPDP records up to date and keep a mailing list of all members including names, addresses, and telephone numbers.
- B. Maintain records of all committee activities and procedures involving all individual IPDPs submitted.

14.054 All committee members shall:

- A. Elect one of their members by voice vote to act in the absence of the chair(s).
- B. Serve as staff information contact person.
- C. Serve as a reviewer of district education professional development plans for certificated/license renewal.
- D. Suggest necessary professional growth needs for committee members. Professional growth suggestions may relate to conferences, visitations, or purchases of videos, books, etc.

14.06 Meetings

14.061 Austintown Local Schools' Professional Development Committee members shall determine frequency, time, and place of meetings within the following parameters:

- A. The LPDC will meet during the months of September, November, March, and May on the 2nd Tuesday of the month at 4:00 p.m. Additional meetings of the LPDC may be called by the chairperson with the concurrence of the majority of the members. The meetings shall be posted at least 48 hours in advance.
- B. The chairperson has the right to call members for the purpose of cancellation if no Individual Professional Development Plans (IPDPs), credit proposals, or issues are submitted.
- C. A quorum is necessary to conduct LPDC business (7 of 9).
- D. A majority must agree upon any action except for Section 14.071.
- E. The LPDC shall keep confidential all reviews, evaluations, and discussions of IPDPs and/or credit proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved. This policy shall conform to any applicable law(s).
- F. Minutes of actions taken shall be maintained by the secretary. Copies of these minutes shall be provided to the superintendent, building administrators, AEA president, and committee members.

- G. A time limit of 15 minutes per IPDP and/or credit proposal should be adhered to by all LPDC members.
- H. Reviewed IPDPs and/or credit proposals are to be returned within five (5) working days of the review.
- I. Documentation of credit awarded shall be included with educators' IPDP on file with the LPDC.

14.062 Compensation

- A. The number of release day meetings in any one year shall not exceed five (5) in number.
- B. Attendance at any meeting scheduled for after school or in the summer shall be compensated at the normal county office stipend rate.

14.07 IPDP Submission, Decision-Making and Appeals Processes

14.071 All IPDPs will be submitted by September 15 and completed by April 15, annually. Notification of committee action on IPDPs shall occur by October 15 annually. A checklist/rubric will be used to monitor the progress of all submitted IPDPs from submission to pre-approval to implementation to completion. Any decision to approve or reject a submitted IPDP for certification/license renewal purposes must receive a two-thirds majority vote of the quorum.

If the IPDP is rejected, the individual shall be given a copy of the same guidelines/criteria sheet with reasons for rejections clearly marked. Educators whose plans have been rejected may submit a revised plan within ten (10) working days of the next scheduled meeting, may secure more detailed supportive materials to substantiate the legitimacy of their original plan, or may contact the LPDC Chair(s) for appeals process information.

14.072 Appeals Level I:

A written Request for an Appeal (form provided) shall be submitted to the LPDC chairperson within 20 work days of denial of an IPDP or credit proposal. An appeal may be written or presented in person. All appeals will be reviewed at the next meeting of the LPDC.

Written notification of the appeal decision shall be provided within ten (10) calendar days.

14.073 Appeals Level II:

If the appeal is denied, the applicant may request a decision rendered by a three-person mediation team chosen as follows: one person from the committee selected by the

applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two. Members of the mediation team must hold current Ohio Department of Education Certificate or License.

14.074 Amendments

The LPDC may recommend revisions of this document by a vote of two-thirds majority LPDC members in favor of the amendment. Such approval shall be in force until the next regularly scheduled negotiated agreement at which time the LPDC will become a part of the negotiated agreement.

14.08 Reciprocity

The Austintown Local Schools' LPDC shall accept outside district-approved IPDPs for any educator hired by the Austintown Local Schools BOE from another district as fulfilling all necessary requirements of the Austintown Local Schools renewal process. Hours already accumulated in the district of previous employment shall be honored. Exceptional cases are subject to committee review. The educators' IPDP will be requested as part of the application submission process and will be reviewed and marked as "acceptable" or as "in need of revision according to the following guidelines" at the time of scheduling for an interview.

14.09 Amending the By-Laws

14.091 The By-Laws Subcommittee of the Austintown's LPDC, consisting of five (5) members of the full committee selected by the Chair(s), shall meet annually to review the by-laws and recommend changes to the full committee by June of each year.

14.092 Amendments shall be voted on via a roll call vote. Two-thirds majority of members will prevail.

14.093 The Austintown Local Schools Board of Education and the district office will receive copies of ratified amendments for final approval.

**ARTICLE XV
NEW TEACHER/MENTOR TEACHER PROGRAM**

15.01 Definitions

A. Consulting Mentor Teacher: A teacher who will provide formative assistance to a Resident Educator/New Teacher.

- B. Resident Educator: A teacher in the first year of employment under a four year license who will be provided formative assistance by a consulting mentor teacher.
- C. New Teacher: A teacher in his/her first year of employment in the Austintown Local School District.
- D. Formative Assistance: It is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.
- E. Lead Mentor: A teacher who, along with district administrators helps to ensure that Resident Educator requirements are being met and provides support to Resident Educators and mentors throughout the year.

15.02 Program Development and Screening Committee

A committee comprised of the AEA President, Lead Mentor, and the Director of Instruction shall meet to review and discuss the New Teacher/Mentor Teacher Program. The administrative team with assistance from the Lead Mentor is responsible for selecting and assigning new teacher mentors. The selection process will begin at the building level with the principal identifying potential mentor teachers. To be considered, applicants must meet selection criteria and choose to participate.

15.03 Minimal Selection Criteria for Mentor Teachers

- A. Preferably, the applicant must have tenure status and have a minimum of three (3) consecutive years of teaching experience in the district.
- B. The applicant must be able to demonstrate above average teaching performance and demonstrate an awareness of instructional methods and the professional responsibilities needed to improve teaching skills and increase student learning.
- C. The applicant must hold valid teaching certificate/license and should currently be teaching in the same building and/or grade or subject area.
- D. The applicant should demonstrate a commitment to ongoing professional development.
- E. The applicant must have completed the State Adopted/ESC/District Training.

15.04 Mentor Responsibilities

The mentor teacher shall participate in initial as well as ongoing professional development in mentoring. Mentors must agree to participate in county and/or district mentor training sessions. This training shall include cognitive coaching and knowledge of procedures associated with the state requirements for licensure. The mentor

teacher, in concert with the Resident Educator/New Teacher, shall participate in a formative assistance plan that addresses, at a minimum, the state requirements in the Teacher Education and Licensure Standards. (Administrative Code 3301-24-02). At a minimum the mentor is responsible to submit documentation of time, activities, and reflection to the district Lead Mentor on a quarterly basis. Mentors will be paid semi-annually, the first half of the payment in the first pay in February and final payment in the last pay in June. A plan for release time shall be provided by the mentor teacher for approval by the principal so that substitutes may be scheduled.

15.041 Mentor Coordination

A teacher Lead Mentor shall be identified, and along with district administrators, will help ensure that Resident Educator requirements are being met and will facilitate the support provided to Resident Educator Teachers, mentors, and the mentoring team. An opportunity shall be provided for the Lead Mentor to meet with mentor/Resident Educator teams in order to monitor, provide support and to evaluate the Resident Educator program activities. The Lead Mentor will participate in regional support and networking activities coordinated through the state designated agencies (ESC's, RPDC's, SERC's).

15.05 Restrictions

- A. The jointly developed formative assistance plan shall not be developed or utilized as a remediation program.
- B. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator/New Teacher, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator/New Teacher.
- C. All interaction, written or oral, between the mentor teacher and the Resident Educator/New Teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from his/her role as mentor teacher.

15.06 Protection

- A. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- B. No Resident Educator/New Teacher shall remain in a Resident Educator program for a period longer than the state requirements.

- C. The mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

15.07 Compensation

- A. Provisions may be made for the release of each mentor teacher for not less than 600 minutes per year per Resident Educator/New Teacher and such yearly number of minutes shall translate into up to 30 minutes per week per Resident Educator/New Teacher. Though it is recommended that a mentor teacher not work with more than one Resident Educator/New Teacher, the maximum number of Resident Educator/New Teachers a mentor teacher may have is two (2) per year.
- B. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and mentor teacher.
- C. In addition to the released time, each mentor teacher of a teacher in year one of the Resident Educator Program shall receive a supplemental contract for four percent (4%) of the B.A. base salary for each Resident Educator; each mentor teacher of a teacher in year two of the Resident Educator Program shall receive a supplemental contract for three percent (3%) of the B.A. base salary for each teacher; each mentor teacher of a teacher in year three or four of the Resident Educator Program shall receive a supplemental contract for two percent (2%) of the B.A. base salary for each teacher. A mentor teacher of a New Teacher shall receive a supplemental contract for two percent of the B.A. base salary for each new teacher.
- D. The District Lead Mentor shall receive a supplemental contract of 10% of the BA base salary for coordinating the New Teacher/Resident Educator Program up to a maximum of twenty-five (25) teams. An additional 1% will be added for every increment of 5 teams in excess of twenty-five (25). The District Lead mentor may receive release time in connection with his/her duties upon receipt of prior approval by the Superintendent or the Director of Instruction.

15.08 Program Review/Revisions

- A. Mentor teachers and mentees shall meet complete a survey prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than June 15.

**ARTICLE XVI
NON-DISCRIMINATION**

16.01 Equal Employment Opportunity

The provisions of this Contract shall be uniformly applied to all employees of the bargaining unit without regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, sexual orientation, political opinions/affiliations or any other class or trait protected by federal, state or local law. There shall be no discrimination against any bargaining unit member based upon any of these prejudicial limitations. The Board shall not discriminate against bargaining unit members because of membership or participation in Association activities.

16.02 Sexual Harassment

The Austintown Board of Education recognizes that sexual harassment is an unlawful form of discrimination and agrees that it will investigate promptly any alleged case of sexual harassment that is put in writing and is brought to the attention of any administrator of the district. If upon investigation the Board believes such sexual harassment has taken place it will institute appropriate action to remedy the situation and will advise the Association of the remedial action it proposes. If such remedial action is not successful or if the Association disagrees with the proposed remedial action, or if the Board believes no sexual harassment has taken place or has taken no action, the Association may invoke the grievance procedure at Step 2, Superintendent, of the grievance procedure and move directly to expedited arbitration if unsettled at Step 2. Such procedure shall be handled on a confidential basis at the request of any party to the proceedings.

**ARTICLE XVII
EFFECTS OF THE AGREEMENT**

17.01 Printing and Distribution

As soon as possible after this Contract is signed and ratified by both the Association and the Board, the Board and AEA shall print and distribute a copy to all employees in the bargaining unit and each new employee hired thereafter. The Association shall receive an additional fifty (50) copies. Subsequent revisions or amendments will also be printed and distributed to all members of the bargaining unit.

17.02 Maintenance of Standards

The Board shall maintain all terms, conditions, and benefits of employment at not less than the level in effect as of its effective date.

17.03 Inconsistencies

This Agreement shall supersede any rules, regulations, or practices of the Board or previous contracts which may be contrary to or inconsistent with the terms of this Contract.

17.04 Severability

17.041 Validity of Contract: If any provision of this Contract or any application of the provisions of this Contract is determined to be either inconsistent with legislation or contrary to law by the highest court of competent jurisdiction to which an appeal has been made, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If the Ohio General Assembly, the U.S. Congress, the Ohio Department of Education or the Ohio or U.S. Supreme Court take action requiring the Board to make changes in programs or policy that affect the wages, hours, terms and/or conditions of employment of members of the bargaining unit, the Board and AEA agree to utilize the procedures identified in the Negotiations Procedure, Article I.

17.042 Renegotiation: Any provision of this Contract which is deemed contrary to law by the court of highest jurisdiction shall be renegotiated by the parties within thirty (30) workdays after said finding is rendered.

17.043 Impasse Resolution: If agreement has not been reached upon expiration of the 30-day negotiation period, the disputed provision shall become subject to the negotiation impasse procedure outlined in this Agreement.

17.05 Duration of Contract

The terms and conditions of this Contract shall become effective at 12:01 a.m. on August 29, 2012, and shall remain in full force and effect until midnight, August 28, 2015, unless the Treasurer is unable to certify that necessary funds exist to pay for the 2014-2015 contract year, as required by Ohio Revised Code and as reflected by the Treasurer's Five-Year Forecast of May 2014. Specifically, if the Treasurer projects a red balance for FY2015, i.e., the figure of the May 2014 Five-Year Forecast titled "Fund Balance June 30 for Cert. of Contracts, Salary Schedules, Other Obligations" is a negative number, the third year of this Contract shall be nullified and the parties shall deem this Contract to remain in full force and effect until midnight, August 28, 2014. This provision shall supersede any conflicting section or appendix of the collective bargaining agreement. The parties to this Contract, signed this 8/20/13 date as witnessed below:

FOR THE ASSOCIATION:

Barbara Tomic

President

Andrea Thornbidge

Bargaining Team Member

Maui Ellen Leskov

Bargaining Team Member

Tamara Franklin

Bargaining Team Member

Stephen M. DiBacco

Bargaining Team Member

Karen S. Lamm

Bargaining Team Member

FOR THE BOARD OF
EDUCATION:

David D. Schumberger

President

Eric Johnson

Chief Spokesperson

Vincent S. Colucci

Bargaining Team Member

Angela Stuchel

Bargaining Team Member

APPENDICES

A.	Certificated Salary Schedule–School Year 2012-2013.....	74
B.	Grievance Report Form	78
C.	Leave Request Form	79
D.	Expense Report.....	80
E.	Supplemental Salary Contracts – 2012-2015	81
F.	BRIDGE Worksheet Report.....	86

APPENDIX A

AUSTINTOWN LOCAL SCHOOL DISTRICT	2012-2013
CERTIFICATED SALARY SCHEDULE	1.95%% INCREASE
Index Changed in 2011-2012 @18, 23 and 27	
BASE SALARY \$30,317	Step 28 is Step 27 index +\$1000

Retroactive to August 29, 2012

Years	NON-DEG	B.A.	BA +15	M.A.	MA + 15	MA + 30	PHD
0	\$25,769 0.8500	\$30,317 1.0000	\$31,530 1.0400	\$32,742 1.0800	\$33,349 1.1000	\$33,955 1.1200	\$34,561 1.1400
1	27,225 0.8980	31,924 1.0530	33,288 1.0980	34,652 1.1430	35,410 1.1680	36,198 1.1940	36,956 1.2190
2	28,680 0.9460	33,531 1.1060	35,046 1.1560	36,562 1.2060	37,472 1.2360	38,442 1.2680	39,351 1.2980
3	30,135 0.9940	35,137 1.1590	36,805 1.2140	38,472 1.2690	39,533 1.3040	40,685 1.3420	41,747 1.3770
4	31,590 1.0420	36,744 1.2120	38,563 1.2720	40,382 1.3320	41,595 1.3720	42,929 1.4160	44,142 1.4560
5	33,046 1.0900	38,351 1.2650	40,322 1.3300	42,292 1.3950	43,656 1.4400	45,172 1.4900	46,537 1.5350
6	34,501 1.1380	39,958 1.3180	42,080 1.3880	44,202 1.4580	45,718 1.5080	47,416 1.5640	48,932 1.6140
7	35,956 1.1860	41,565 1.3710	43,838 1.4460	46,112 1.5210	47,780 1.5760	49,659 1.6380	51,327 1.6930
8	37,411 1.2340	43,171 1.4240	45,597 1.5040	48,022 1.5840	49,841 1.6440	51,903 1.7120	53,722 1.7720
9	38,866 1.2820	44,778 1.4770	47,355 1.5620	49,932 1.6470	51,903 1.7120	54,146 1.7860	56,117 1.8510
10	40,322 1.3300	46,385 1.5300	49,114 1.6200	51,842 1.7100	53,964 1.7800	56,390 1.8600	58,512 1.9300
11	40,322 1.3300	47,992 1.5830	50,872 1.6780	53,752 1.7730	56,026 1.8480	58,633 1.9340	60,907 2.0090
12	40,322 1.3300	49,508 1.6330	52,661 1.7370	55,662 1.8360	58,087 1.9160	60,877 2.0080	63,302 2.0880
13	40,322 1.3300	49,508 1.6330	54,419 1.7950	57,602 1.9000	60,270 1.9880	62,968 2.0770	65,636 2.1650
18	42,444 1.4000	51,630 1.7030	56,541 1.8650	59,724 1.9700	62,392 2.0580	65,091 2.1470	67,758 2.2350

APPENDIX A**AUSTINTOWN LOCAL SCHOOL DISTRICT 2012-2013**

Years							
Exp.	NON-DEG	B.A.	BA +15	M.A.	MA + 15	MA + 30	PHD
23	44,566	53,752	58,663	61,847	64,515	67,213	69,881
	1.4700	1.7730	1.9350	2.0400	2.1280	2.2170	2.3050
27	46,688	55,874	60,786	63,969	66,637	69,335	72,003
	1.5400	1.8430	2.0050	2.1100	2.1980	2.2870	2.3750
28	47,688	56,874	61,786	64,969	67,637	70,335	73,003

**AUSTINTOWN EDUCATION ASSOCIATION
AUSTINTOWN LOCAL SCHOOL DISTRICT**

GRIEVANCE FORM

Please type or print

Name of Grievant _____

Home Address of Grievant _____

School Building _____

Home Phone _____ School Phone _____

Date Cause of Grievance Occurred _____

Statement of Grievance (include the pertinent provision(s) of contract, policy, rule or regulation) _____

Remedy Requested

Signature of Grievant

Date

New Leave Request

(Internet Form)

Job -- Select Job --

Leave Type -- Select Leave Type --

Reason

Start Date (use MM/DD/YYYY format) **Start Time** 01 . 00 AM

End Date (use MM/DD/YYYY format) **End Time** 01 . 00 AM

Leave Requested In Day(s) .000

Phone Where You Can be Reached For Questions Relating to This Request (330) **Full Notification**

Comments pertaining to this Leave Request

0 of 4000

Supervisor's Name: **Supervisor's Email:**

Request Status: Initiated

File(s) to Attach

Click button below to select file(s) to be attached to this Leave Request.

[Select File\(s\) to Attach](#)

[White]

Austintown Local Schools – Expense Report

- Administrator Teacher Athletic Classified

PO# : _____ Vendor # : _____

NO PAYMENTS WILL BE MADE UNLESS YOUR ESTIMATED EXPENSES HAVE BEEN ENCUMBERED AND APPROVED ON YOUR PREVIOUSLY SUBMITTED PROFESSIONAL LEAVE REQUEST FORM
 Receipts for hotel rooms, meals, and registration, (if paid by employee), MUST be attached to this form.

Name: <i>Print, with blue or black ink</i>	School/Department:
Dates From:	To:
Assigned building address: <hr/> <hr/> <hr/>	To address: <hr/> <hr/> <hr/>
Purpose:	

ACTUAL Reimbursable Expenses

****Mileage** To and from assigned building**

Mileage – Total Miles @ IRS rate for 2010 of \$.50 cents per mile. <i>Maximum(600)</i>	\$
Hotel Room – Per negotiated agreement	\$
Meals – Per negotiated agreement	\$
Registration Fee – Paid by employee, to be reimbursed to employee	\$
TOTAL	\$

THE ABOVE EXPENSES WERE INCURRED IN CONNECTION WITH AUSTINTOWN LOCAL SCHOOL BUSINESS.

FUND	FUNC	OBJ	SPCC	SUBJ	OPU	IL	JOB

Employee Signature Date

Director of Curriculum Signature Date

Additional Notes: _____

APPENDIX E

2012- 2015 SUPPLEMENTAL CONTRACTS AUSTINTOWN LOCAL SCHOOL DISTRICT

All supplemental contracts for the 2012-2013 school year shall be based on the base salary of \$29,737.

All supplemental contracts for the 2013-2014 and the 2014-2015 school years shall be based on the base salary in effect for the respective school year.

POSITION	
FITCH HIGH SCHOOL – BOYS	% OF PAY
ASST. ATHLETIC DIRECTOR	13.0%
HEAD VAR. FOOTBALL	24.0%
ASST. VAR. FOOTBALL	15.0%
ASST. VAR. FOOTBALL	15.0%
ASST. VAR. FOOTBALL	15.0%
ASST. VAR. FOOTBALL	15.0%
ASST. VAR. FOOTBALL	15.0%
ASST. VAR. FOOTBALL	15.0%
FRESHMAN FOOTBALL	11.0%
ASST. FRESH. FOOTBALL	10.0%
ASST. FRESH. FOOTBALL	10.0%
HEAD VAR. BASKETBALL – B	24.0%
ASST. VAR. BASKETBALL – B	15.0%
ASST. VAR. BASKETBALL – B	15.0%
FRESH. BASKETBALL – B	11.0%
HEAD TRACK – B	18.0%
ASST. TRACK – B	11.0%
ASST TRACK – B	11.0%
ASST. TRACK – WEIGHT – B/G	11.0%
HEAD CROSS COUNTRY B	14.5%
GOLF COACH – B	9.0%
TENNIS COACH – B	10.0%
ASST. TENNIS COACH – B	9.0%
HEAD WRESTLING	18.0%
ASST. WRESTLING	13.0%
FRESH. WRESTLING	11.0%
HEAD BASEBALL – B	18.0%
ASST. BASEBALL – B	11.0%
ASST. BASEBALL – B	11.0%
BASEBALL – FRESHMEN	11.0%
HEAD SOCCER – B	18.0%
ASST. SOCCER	11.0%
SOCCER – FRESHMAN	11.0%
BOWLING - B	9.0%

APPENDIX E

FITCH HIGH SCHOOL – GIRLS	
DRILL TEAM	8.0%
BASKETBALL – G	24.0%
ASST. BASKETBALL – G	15.0%
ASST. BASKETBALL – G	15.0%
BASKETBALL – G – 9 TH GRADE	11.0%
BOWLING – G	9.0%
GOLF COACH – G	9.0%
TENNIS COACH – G	10.0%
ASSISTANT TENNIS	9.0%
VOLLEYBALL	18.0%
ASST. VOLLEYBALL	11.0%
VOLLEYBALL – 9 TH GRADE	11.0%
SOFTBALL	18.0%
ASST. SOFTBALL	11.0%
ASST. SOFTBALL	11.0%
SOFTBALL – FRESHMAN	11.0%
TRACK COACH – G	18.0%
ASST. TRACK – G	11.0%
ASST. TRACK – G	11.0%
HEAD CROSS COUNTRY	14.5%
CHEERLEADING – VAR & RES	12.0%
CHEERLEADING – FRESH.	5.0%
SOCCER – G	18.0%
ASST. SOCCER – G	11.0%
SOCCER – FRESHMEN – G	11.0%

FITCH HIGH SCHOOL – OTHER DUTIES	
BAND DIRECTOR	21.0%
ASST. BAND DIRECTOR (2)	8.0%
VOCAL MUSIC	16.0%
ASST. VOCAL DIR.	8.0%
YEARBOOK – EDITORIAL	10.0%
YEARBOOK – BUSINESS	5.0%
FORENSICS	15.0%
ASST. SPEECH	10.0%
DRAMATICS	10.0%
DRAMATICS – ASST.	5.0%
TALON NEWSPAPER ADVISOR	10.0%
NATIONAL HONOR SOCIETY ADVISOR	5.0%
FRESHMAN ADVISOR	3.0%

APPENDIX E

SOPHOMORE ADVISOR	3.0%
JUNIOR ADVISOR	5.0%
SENIOR ADVISOR	6.0%
ACADEMIC CHALLENGE TEAM ADVISOR	2.5%*
KEY CLUB ADVISOR	4.0%
RDE COORDINATOR	5.0%
RDE ADVISOR – GR. 9	5.0%
RDE ADVISOR – GR. 10	5.0%
RDE ADVISOR – GR. 11	5.0%
RDE ADVISOR – GR. 12	5.0%
SPANISH CLUB ADVISOR	2.0%
GERMAN CLUB ADVISOR	2.0%
FRENCH CLUB ADVISOR	2.0%
LATIN CLUB – ADVISOR	2.0%
ART CLUB ADVISOR	3.0%
INTERACT CLUB ADVISOR	4.0%
SPIRIT CLUB ADVISOR	3.0%
FITCH TECHNOLOGY CLUB ADVISOR	3.0%

AUSTINTOWN MIDDLE SCHOOL – BOYS	
FOOTBALL – HEAD	10.0%
FOOTBALL – HEAD	10.0%
FOOTBALL – ASST.	9.0%
FOOTBALL – ASST.	9.0%
BASKETBALL – 8 TH – B	10.0%
BASKETBALL – 8 TH – B	10.0%
BASKETBALL – 7 TH – B	10.0%
BASKETBALL – 7 TH – B	10.0%
TRACK – B	10.0%
TRACK – B	10.0%
TRACK – ASST. – B	9.0%
TRACK – ASST. – B	9.0%
WRESTLING – HEAD	10.0%
WRESTLING – HEAD	10.0%
ASST. WRESTLING	8.0%
ASST. WRESTLING	8.0%
MS CROSS COUNTRY B/G	10.0%

AUSTINTOWN MIDDLE SCHOOL – GIRLS	
CHEERLEADING – 7 TH GR.	4.0%
CHEERLEADING – 7 TH GR.	4.0%

APPENDIX E

CHEERLEADING – 8 TH GR.	5.0%
CHEERLEADING – 8 TH GR.	5.0%
TRACK – HEAD – G	10.0%
TRACK – HEAD – G	10.0%
TRACK – ASST. – G	9.0%
TRACK – ASST. – G	9.0%
BASKETBALL – G – 8 TH GR.	10.0%
BASKETBALL – G – 8 TH GR.	10.0%
BASKETBALL – G – 7 TH GR.	10.0%
BASKETBALL – G – 7 TH GR.	10.0%
VOLLEYBALL – G – 8 TH GR.	10.0%
VOLLEYBALL – G – 8 TH GR.	10.0%
VOLLEYBALL – G – 7 TH GR.	10.0%
VOLLEYBALL – G – 7 TH GR.	10.0%
MS CROSS COUNTRY B/G	10.0%

AUSTINTOWN MIDDLE SCHOOL – OTHER DUTIES	
BAND DIRECTOR (1)	9.0%
VOCAL MUSIC (1)	8.0%
STUDENT COUNCIL/BUILDERS CLUB (1)	3.0%*
YEARBOOK (1)	4.0%
RDE – GRADE 7 (1)	5.0%
RDE – GRADE 8 (1)	5.0%
DRAMA (1)	5.0%
ASST. ATHLETIC DIRECTOR	13.0%
TECHNOLOGY CLUB	3.0%

FRANK OHL ADVISORS	
DRAMA CULB	5.0%
TECHNOLOGY CLUB	3.0%

DISTRICT-WIDE SUPPLEMENTALS	
LEAD MENTOR TEACHER (REP)	10.0%
ACTV COORDINATOR	10.0%
MEDIA COORDINATOR	15.0%
DISTRICT COORDINATOR OF SUMMER SCHOOL	10.0%
DISTRICT SKI CLUB	8.0%

APPENDIX E

BUILDING LEVEL CARE COORDINATORS (2013-2015)	
FITCH H.S.	3.0%
AUSTINTOWN M.S.	3.0%
FRANK OHL	3.0%
LLOYD ELEMENTARY	3.0%
LYNN-KIRK ELEMENTARY	3.0%
WATSON ELEMENTARY	3.0%
WOODSIDE ELEMENTARY	3.0%

For the 2012-2013 school year only, the Care Coordinator at the 4 elementary buildings will receive a 1% supplemental and the Care Coordinator at Fitch, AMS, and Frank Ohl will receive a 3% supplemental.

TEACHER LEADERS	
K-2 ELA	5.0%
K-2 MATH	5.0%
K-2 SCIENCE	5.0%
K-2 SOCIAL STUDIES	5.0%
K-2 INTERVENTION SPECIALIST	5.0%
3-5 ELA	5.0%
3-5 MATH	5.0%
3-5 SCIENCE	5.0%
3-5 SOCIAL STUDIES	5.0%
3-5 INTERVENTION SPECIALIST	5.0%
6-8 ELA	5.0%
6-8 MATH	5.0%
6-8 SCIENCE	5.0%
6-8 SOCIAL STUDIES	5.0%
6-8 INTERVENTION SPECIALIST	5.0%
9-12 ELA	5.0%
9-12 MATH	5.0%
9-12 SCIENCE	5.0%
9-12 SOCIAL STUDIES	5.0%
9-12 INTERVENTION SPECIALIST	5.0%
K-12 GUIDANCE	5.0%
K-12 PERFORMING ARTS/ARTS	5.0%
K-12 FOREIGN LANGUAGE	5.0%
K-12 COMPUTER TECHNOLOGY/INDUSTRIAL TECHNOLOGY	5.0%
K-12 HEALTH/P.E./HOME EC.	5.0%

BRIDGE Worksheet Report

Ohio Department of Education
 Bridge Formula for State Foundation Funding
 (FY13 MAR #1 PAYMENT, DATA RECEIVED BY 5PM 02/22/13)

03/08/2013

IRN: 048298 District: AUSTINTOWN LOCAL S.D.

County: MAHONING

FY11 Calculation Factors

A	Recalculated Formula ADM - October 2010 count $([A1 - A4] - [0.8 * A2] + [0.2 * A3])$	5,010.38
A1	Total ADM	5,112.11
A2	Jointure JVSD ADM Including Special Education	122.41
A3	Contract Vocational ADM	1.00
A4	Preschool Component of ADM	4.00
B	Charge-Off Property Valuation	609,175,900.00
C	District Charge-Off Valuation Per Pupil (B / A)	121,582.77
D	Statewide Median Charge-Off Valuation Per Pupil	124,380.25
E	District Charge-off Valuation Index (C / D)	0.97750864787600
F	PASS Form Amount - State Resources for the Foundation Funding Program (includes SFSF Payment [H])	18,767,523.95
G	PASS Form Amount Per Pupil (F / A)	3,745.73
H	State Fiscal Stabilization Fund Payment	1,479,453.61

FY13 Calculation Factors

I	Current Year Formula ADM $(I1 - [0.8 * I2] + [0.2 * I3])$	4,972.43
I1	Total ADM	5,062.29
I2	Jointure JVSD ADM Including Special Education	112.57
I3	Contract Vocational ADM	1.00
J	Statewide Per Pupil Adjustment Amount	130.00
K	District Adjustment Amount $(E * I * J * -1)$	-631,877.13

FY13 Bridge Formula Calculations

L	Preliminary State Resources for the Foundation Funding for FY13 $([G * I] + K)$ if >0	17,993,503.09
M	Supplemental Guarantee Payment $([F - H - L])$ if > 0	0.00
N	Subsidy Payment for High Performing Districts $([17 * I])$ if rated Excellent or Excellent with Distinction	0.00

O	State Resources for the Bridge State Foundation Funding (L + M + N)	17,993,503.09
---	---	---------------

Additional Aid Items

P	Preschool Special Education Units	0.00
Q	Special Education Transportation	135,600.95

APPENDIX F

Transfers and Adjustments:		
R	Educational Service Center Deduction	-2,899,772.82
S	Open Enrollment Adjustments	2,279,053.40
T	Transfer for students educated by Community Schools	-946,184.80
U	Transfer for students educated by STEM Schools	0.00
V	Transfer for students receiving Scholarships	-273,912.00
W	Other Adjustments	-13,646.51

X	Total Net State Support (O + P + Q + R + S + T + U + V + W)	16,274,641.31
=====		
Disclosure Items		
Y	Special Education Allocation of State Resources (equal to FY11 allocation)	1,802,545.05
Z	Career-Technical Education Allocation of State Resources (equal to FY11 allocation)	69,315.35
AA	Gifted Education Allocation of State Resources (AA1 + AA2)	78,510.67
AA1	Unit Funding (Equal to FY09 allocation)	64,972.78
AA2	Identification Funding (Equal to FY09 allocation)	13,537.89
AA3	See BRIDGE FY09 Contracted Staff Report for requirement related to FY09 ESC services	

Detailed payment calculations are available on the Bridge Formula Line-by-Line Detail Worksheet
 Local tax revenues provide for the portion not funded with state support.

INDEX

PAGE

2

2012-2015 Supplemental Contracts (Appendix E).....	81
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A

Academic Freedom.....	18
Administrative or Supervisory Vacancies	54
Amendments to Contract	4
Assault Leave	31
Assignment Defined.....	51
Association Membership or Fair Share Fee Requirement.....	9
Association Rights	9

B

Bargaining Unit Selection Preference	52
Bargaining Unit Work	2
Bargaining Unit Workrooms	17
Base Salary.....	37
Benefits, Employees Less Than Full Time	26
Board Minutes, Agenda, Addenda.....	12
Board Policies.....	12
Board-Provided Coverage for Term Life and Accidental Death and Dismemberment Insurance	28

C

Calamity Days.....	31
Car Allowance.....	47
Certificated Salary Schedule (Appendix A)	76
Certification Change	58
Certification/Licensure Requirement.....	39
Class Coverage	45
Class Size	21
Classroom Budget Allowances	17
Communication to Board of Education	12
Communication to Employees	12
Communications.....	11
Compensation and Payroll Practices	37
Complaint Procedure.....	15
Continuing Contract/Non-Renewal	50
Contract Year.....	17
Cost of Mediation	4
Curriculum Change Procedures.....	18

D

Definition of Bargaining Unit.....	1
Dental Insurance	27
Dependent Definition	26
Direct Deposit of Paychecks	48
District Directory	13
Duplicating Equipment	24
Duration of Contract.....	74

INDEX

PAGE

E

Early Retirement Incentive.....	29
Effects of the Agreement	72
Employment Contracts	55
Employment Practices.....	50
Equal Employment Opportunity	71
Evaluation.....	48
Evaluation, Athletic Coach.....	49
Expense Report Form (Appendix D)	80

F

Fair Share Fee Deduction.....	10
Family and Medical Leave	35
Filling of a Vacancy During RIF	54
Final Compensation.....	60
Floating Employees	24
Fringe Benefits	25

G

Grievance Form (Appendix B).....	78
Grievance Procedure.....	5
Grievance Processing	5
Grievance, Association.....	7
Grievance, Definitions	5
Grievance, Formal Procedure	7
Grievance, Informal Procedure	7
Grievance, No Reprisal	6
Grievance, Rights of Parties.....	5
Grievance, Time Limits.....	7

H

Health Care Benefits.....	25
High School Sixth Class Assignment.....	23
Hiring from Outside Bargaining Unit.....	53
Hourly Rate	45

I

Impasse/Mediation.....	4
Inclusion/Student Placement.....	21
Inconsistencies	72
Indemnification	10
In-School Substitution	46
Inservice Units of Credit for Professional Growth	41
Involuntary Transfer Defined	51
Involuntary Transfer Procedure.....	53
IPDP Submission, Decision-Making and Appeals Processes	66

J

Jury Duty and Court Leave	32
Just Cause	50

INDEX

PAGE

L

Lateral Advancement for Salary Schedule	40
Leave of Absence for Illness/Disability	36
Leave of Absence for State or National Elected Office	12
Leave Request Form (Appendix C)	79
Local Professional Development Committee By-Laws	62
Longevity	39
LPDC, Aims and Purposes	62
LPDC, Amending the By-Laws	67
LPDC, Compensation	66
LPDC, Duties	64
LPDC, Meetings	65
LPDC, Membership and Qualifications	62
LPDC, Roles and Terms of Office	63

M

Mailboxes, Bulletin Boards	10
Maintenance of Standards	72
Masters +45 to Doctorate Conversion Grandfather Clause	41
Masters Degree and Beyond/Column Movement	39
Medical Information	26
Mentor Responsibilities	69
Military Leave	36
Minimal Selection Criteria for Mentor Teachers	68
Money Collection	24
Mutually-Agreed-Upon Dispute Settlement Procedure	4

N

Name, Scope, and Number of Committee Members	62
Negotiation Meetings	3
Negotiations Team	3
Negotiations, Exchange of Information	3
Negotiations, Exchange of Proposals	3
Negotiations, Request for	2
New Employee Information	11
New Teacher/Mentor Teacher Program	68
New Teacher/Mentor Teacher Program, Definitions	68
New Teacher/Mentor Teacher Program, Compensation	70
New Teacher/Mentor Teacher Program, Program Review/Revisions	71
New Teacher/Mentor Teacher Program, Protection	70
New Teacher/Mentor Teacher Program, Restrictions	69
Non-Discrimination	71
Noontime Supervision	16
Notice of Assignment	54
Notice of Intent to Implement Involuntary Transfer	53

O

Other Paid Leaves	34
Other Unpaid Leaves	36
Outdoor Educational Program	47

INDEX

PAGE

P

Paid Leaves of Absence	29
Parental Leave	35
Pay Periods.....	47
Payroll Deduction of Dues	10
Payroll Deductions	47
Per Hour Payment Grandfather Clause.....	40
Personal Leave.....	30
Personnel File.....	13
Planning/Conference Periods	15
Posting of Vacancies During Academic Year	51
Posting of Vacancies that Occur Within the First Ten Days of Contract Year	52
Posting of Vacancies When School is Not in Session	51
Preferred Provider – Doctors/Hospitals	26
Premiums	25
Prescription Drug – Preferred Provider.....	28
Printing and Distribution	72
Private Telephones	17
Professional Leave	33
Professional Study Leave	36
Program Development and Screening Committee	68
Prohibition on Use of Tobacco.....	24

R

Recall Rights.....	59
Reciprocity.....	67
Recognition	1
Reduction In Force.....	56
Reduction in Force, Implementation of.....	57
Reduction in Force, Limitations.....	58
Reduction in Force, Notification of Anticipated	56
Reduction in Force, Reasons for	56
Reduction in Force-Definition	56
Reinstatement Rights (Unpaid Leaves	36
Released Time & Extended Service.....	43
Released time for Association Conventions/Workshops	11
Released Time for Association Representative(s).....	12
Right to Conduct Association Business	12
Right to Strike	4
Rights Upon Return to Duty (Paid Leaves)	35
Rights While on Leave (Unpaid Leaves).....	36
Rights While on RIF Status	59

S

Sabbatical Leave.....	32
Salary Schedule Advancement for Professional Growth	39
Salary Schedule Structure	39
Scheduling Special Classes	24
School Calendar.....	17
School Day	15
Section 125 – Tax Shelter.....	26
Seniority.....	61
Seniority Defined	61
Seniority List	58

INDEX

	<u>PAGE</u>
Seniority, Breaking Ties in	61
Seniority, Determination of Service	61
Severability.....	72
Severance Pay	45
Sexual Harassment.....	71
Sick Leave.....	29
Sick Leave Advancement	30
Sick Leave, Accumulation.....	30
Special Certificates/Licenses	55
Special Education Committee	23
STRS "Pick-Up (Salary Reduction/Restatement Method).....	48
Substitute Employment	60
Substitute Teachers.....	46
Summer School/Evening Classes	55
Supplemental Salaries	42
Supplemental Salary Payments.....	44
Supplemental Vacancies	54

T

Teacher Preparation	23
Telephone Usage.....	11
Telephoning In to Report Off	29
Termination of State or Federally Funded Program	61
Textbook Adoption Procedures.....	19
Traditional Plan.....	27
Transfer Defined.....	50

U

Unpaid Leaves of Absence.....	35
Use of Facilities/Equipment.....	11

V

Vacancy Bidding Period	52
Vacancy Defined	50
Voluntary Transfer Defined.....	50
Voluntary Transfer Procedure	51

W

Worker's Compensation.....	31
Working Conditions	13

Y

Year of Service Defined	62
-------------------------------	----