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MASTER AGREEMENT

Between the

ASHLAND CITY BOARD OF EDUCATION

And

ASHLAND CITY TEACHERS ASSOCIATION



July 1, 2013 - June 30, 2016

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ARTICLE I - PROFESSIONAL NEGOTIATIONS AGREEMENT

The Ashland City Board of Education and the Ashland City Teachers Association do hereby agree that the welfare of the children of the Ashland City Schools is paramount in the operation of these schools and will be promoted by both parties. The parties do hereby agree as follows:

A. Recognition

The Ashland City Board of Education, hereinafter the "Board," recognizes the Ashland City Teachers Association, hereinafter the "Association," as the exclusive bargaining representative for all teachers.

1. Bargaining Unit

- a. Bargaining unit members (hereinafter, "the members") shall include all teachers who are employed by the Board, including those teachers who are per diem, part-time, on an approved leave of absence, or in a lay off status, except for the following:

- 1) Management level employees
- 2) Supervisors
- 3) Seasonal and casual employees

2. Definitions:

- a. Management Level Employees:

"Management level employee" means an individual who formulates policy on behalf of the public employer, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the public employer to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration. Assistant Superintendents, principals, and assistant principals whose employment is governed by Section 3319.02 of the Revised Code, are management level employees.

- b. Supervisor:

"Supervisor" means any individual who has authority, in the interest of the Board, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline teachers; to responsibly direct them; to adjust their grievances; or to effectively recommend such action, when the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

c. Teachers:

“Teacher” means all persons licensed/certified to teach and who are employed in the public schools of this state as instructors, principals, supervisors, Superintendents, or in any other educational position for which the state board of education requires licensure/certification including persons having a license/certificate issued pursuant to Sections 3319.22 to 3319.31, inclusive, of the Revised Code and employed in an educational position, as determined by the state board of education, under programs provided for by federal acts or regulations and financed in whole or in part from federal funds, but for which no licensure/certification requirements for the position can be made, under the provisions of such federal acts or regulations.

d. Small Group Instructor (SGI):

A “Small Group Instructor” is a licensed/certified teacher who is employed by the district using Title I funds, under an hourly contract.

e. Teacher as Supervisor or Management Level Employee:

1) No teacher as defined in Section 3319.09 of the Revised Code shall be designated as a supervisor or a management level employee unless he/she is employed under a contract governed by Sections 3319.01, 3319.011 or 3319.02 of the Revised Code AND assigned to a position for which a license/certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of Section 3319.22 of the Revised Code OR is a supervisor licensed/certified under division (1) of Section 3319.22 of the Revised Code.

2) Teachers who are department chairpersons or mentor teachers shall not be deemed supervisors.

3) Any questions or disagreements with regard to the inclusions or exclusions of individuals of the bargaining unit shall be submitted to the State Employment Relations Board for determination. Such submission to SERB would normally be preceded by an effort on the part of the Association and the Board to clearly identify and resolve the problem in accordance with the provisions of ORC 4117.

f. Seasonal and casual employees shall include substitutes who work less than thirty (30) school days in an assignment.

3. Recognition shall continue until such time that a new employee representative is selected in accordance with ORC 4117.

B. Principles

1. Attaining Objectives

Attainment of the District's educational objectives requires mutual understanding and cooperation between the Board and the members. Free and open exchange of views is desirable and necessary, with all participating in good faith deliberations leading to agreement on matters of mutual concern. "Good faith" implies coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter-proposals. "Good faith" requires both parties to recognize negotiations as a shared process. Neither side is sent to the bargaining table with a "take it or leave it" ultimatum.

2. Professional Teaching Personnel

Teaching is a profession requiring specialized qualifications. The success of the educational program in the District depends on the maximum utilization of the abilities of members who are satisfied with the conditions under which their services are rendered.

Members shall have the right to join, or not to join, any organization for their professional or economic improvement. Neither membership nor dues to any organization shall be required as a condition of employment other than professional accreditation requirements.

3. Representation

The Superintendent, or his/her representative, shall meet with the representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on all appropriate matters submitted for negotiation.

4. Scope of Bargaining

The scope of bargaining shall be in accordance with ORC 4117.

5. There shall be ad hoc committees jointly appointed by the administration and the Association for the purpose of developing educational procedures and practices for the Ashland City Schools. Such committees shall not be empowered to address subjects and/or areas that are covered by the scope of bargaining.

6. Individual and minority organizations may present their views and recommendations to the Board at regular scheduled meetings of the Board;

however, the Board or representatives of the Board will not recognize, meet with, or confer with any organization or individual regarding areas that are proper subjects for the Association determination.

C. Negotiations Procedures

1. Notification

Either ACTA or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party no earlier than one hundred twenty (120) days prior to the expiration of the agreement. The president of ACTA shall meet with the Superintendent to determine a mutually acceptable date to begin negotiations. The first meeting shall be for the purpose of exchanging proposals and/or determining ground rules for the current negotiations.

Upon request, the Superintendent and/or Treasurer of the Board shall make all pertinent records and information available for study by the Association.

2. Negotiations Meetings

- a. At any negotiations meeting, the parties may be represented by up to five (5) representatives, plus a consultant, for a total of six (6). The parties may call upon competent, professional and lay representatives to consider matters under discussion and to make suggestions. Either party may use educational consultants and legal counsel. Costs shall be born by the inviting group, unless it is mutually agreed to share expenses.
- b. While negotiations are in progress, no release shall be made to the media except by mutual agreement. However, both parties may make progress reports to the appropriate group as needed. If impasse is reached, each party may issue press releases.
- c. Negotiations shall be between the designated team of the Association and the designated team of the Board only. Each team shall make determination as to the appointment of any alternate(s) if any team member(s) is/are unavailable.

D. Agreement

When final agreement is reached on all items through negotiations, the outcome shall be reduced to writing, signed by representatives of both parties and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed immediately by the president of the Board and the president of the Association. The resulting agreement shall constitute a modification of the existing Master Agreement.

Once negotiations have been concluded and the total package has been ratified by the Association and adopted by the Board, within ten (10) days two (2) representatives appointed by each party shall meet to incorporate the items agreed upon into the existing Master Agreement.

E. Dispute Resolution Procedure

1. This mutually agreed upon alternative resolution procedure shall replace the statutory dispute resolution procedure in ORC Chapter 4117.
2. If in the course of negotiations either or both parties determines that an impasse exists on unresolved items under negotiations, impasse may be declared. If one party declares impasse, the other party will join in a joint request for mediation services to the Federal Mediation and Conciliation Service (FMCS), or the State Employment Relations Board (SERB).
3. The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Board. However, the mediator shall not have the authority to extend time limits of the current agreement or to bind either party to any item, except by mutual agreement of both parties.
4. If the mediation process does not resolve the negotiations, either party may request by written notice to the other party advisory fact-finding from either SERB or FMCS. The fact-finder shall be selected using the alternate strike process from a list of seven (7) names provided by the requested agency. Either party shall have the right to request a second list. The fact-finder shall have the authority to hold hearings regarding the respective parties' positions on all unresolved issues, and to issue a written report which contains his/her recommendations for resolution to the unresolved issues.
5. The dispute resolution procedure shall end when the mediation process is terminated or, if appropriate, upon conclusion of the fact-finding process. Mediation shall terminate with the expiration date of the agreement or at the end of any mutually agreed upon extensions or upon settlement of the agreement unless either party has requested fact-finding pursuant to paragraph 4 above.
6. After the conclusion of the dispute resolution procedure, if negotiations are not resolved, the Association shall retain all rights as per ORC 4117.14 (D) (2) and provisions thereafter.

F. Amendment Procedure

This Contract may be amended or provision(s) altered only by the mutual consent of the Board and the Association. Such amendment and/or altering may be at the request of either the Board or the Association. In any case, the finalization of such amendment(s) or altering shall be in accordance with the provisions of Article I, Parts D and E.

No Reprisal

No reprisals of any kind shall be taken by the Board or its representatives against any member for participating in any part of the negotiation process, including preparation and research of proposals and/or membership on the negotiating team.

G. Management Rights

The Board and/or its agents shall have the right to proceed in accordance with the authority granted by the statutes of the State of Ohio except as may be limited by the terms of this Contract. It is expressly understood that the bargaining process will continue to be controlled by ORC Chapter 4117 generally and ORC 4117.08 in particular.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint involving the alleged violation, misrepresentation, or misapplication of the negotiated agreement between the Association and the Board.
2. A "grievant" is a member or group of members of the Association alleging a violation, misrepresentation, or misapplication of the negotiated agreement.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action against or against whom action might be taken in order to resolve the claim.
4. A "day" shall be defined as a school day (a day when school is actually in session).

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any member having a grievance to proceed independently of this Grievance Procedure.

C. Procedure

Because it is important that grievances be processed as quickly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The limits specified may, however, be extended by mutual agreement.

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 of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

A grievance shall be deemed waived unless the grievance procedure is commenced within thirty (30) school days after the act or condition which gave cause to the grievance is known or should have been known. If the aggrieved does not follow the time limits as specified in the Grievance Procedure, the grievance is deemed waived. If the party to whom the grievance is submitted does not follow time limits as specified in the Grievance Procedure, the aggrieved party has the right to proceed to the next level.

Any level of the Grievance Procedure may be waived by agreement of both parties and the grievance shall immediately proceed to the next level.

D. Informal Procedure

The member with a grievance shall first discuss it directly with his/her principal with the objective of solving the matter informally.

E. Formal Procedure

1. Level One -- School Principal

- a. If the aggrieved is not satisfied with the disposition of his/her problem through the informal procedure, he/she may submit his/her claim as a formal grievance in writing to his/her principal. (See Appendix A for form.)
- b. The principal shall hold a hearing within five (5) school days. Within five (5) school days following the hearing, the principal shall render his/her decision and the reasons therefore in writing to the aggrieved person. Copies shall be sent to the Superintendent and the president of the Association.

2. Level Two -- Superintendent

- a. In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within five (5) days after the hearing with the principal, within five (5) school days thereafter, he/she may file the grievance in writing with the Superintendent, requesting a hearing. A copy will be given to the president of the Association.
- b. The hearing with the Superintendent or his/her designee shall be within five (5) school days following the request. Within five (5) school days following the hearing, the Superintendent shall render his/her decision and reasons therefore in writing to the aggrieved person. A copy shall be sent to the president of the Association.

3. Level Three -- School Board

- a. In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within five (5) school days following the hearing with the Superintendent or his/her designee, he/she may file the grievance in writing with the president of the Association within five (5) school days after the decision or lack of decision by the Superintendent or his/her designated representative. Within five (5) school days after receipt of the written grievance, the president of the Association shall refer it to the treasurer of the Board. Within ten (10) school days or the next regularly scheduled Board meeting after receipt of the written grievance, the Board shall meet with the aggrieved person with the objective of solving the grievance.
- b. The hearing shall be held in executive session at the request of either party. The Board will render its decision and reasons therefore in writing five (5) school days following the hearing.

4. Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Board at Level Three and the Association Executive Committee has investigated the grievance situation and has determined that the grievance has merit, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Level Four. The grievant's request for arbitration shall be made within five (5) school days following the receipt of the disposition of the grievance in Level Three. The grievant's request for arbitration shall be by certified mail, with return receipt requested, to the treasurer of the Board. Within five (5) days following receipt of the grievant's request for arbitration by the treasurer, the Board or its designated representative and the grievant or his/her representative shall mutually petition the American Arbitration Association to provide an arbitrator in accordance with its voluntary rules. Once the arbitrator has been

selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall limit his/her decision to the application cited in the grievance. The arbitrator will render a decision as soon as possible after the hearing and such decision will be binding on the parties.

The cost of the arbitrator will be paid by the Board if the decision is in favor of the grievant. If the decision is in favor of the Board, the Association or the grievant will pay the costs. If the decision favors both sides, the cost of arbitration will be divided equally between both parties. The Association will only have an obligation to participate in the payment of the arbitrator, as indicated above, for a grievance(s) that have been approved by the Executive Committee of the Association.

F. Rights of the Member to Representation

No reprisal nor discriminatory action of any kind shall be taken by the Board or by any member of the administration against any party of interest, any Association representative, any member of the Association Executive Committee, or any other participant in the Grievance Procedure by reason of such participation.

Any party of interest may be represented at any or all stages of the Grievance Procedure by a person of his/her own choosing from the bargaining unit, the Association, a representative of the Association, or of the legal profession. When a member chooses to be represented by other than a representative of the Association, he/she shall so indicate by signing a "Waiver of Representation Rights" form which shall be filed with the treasurer of the Board and the president of the Association. This form is included below.

In all cases, the Association president shall receive notification of date, time, and place of hearings and the Association shall be entitled to representation at such hearings in accordance with ORC 4117. Such representation shall be determined solely by the Association. The adjustment of a grievance(s) shall not, under any circumstances, be inconsistent with the terms of this Contract.

WAIVER OF REPRESENTATION RIGHTS

By my signature, I hereby state that I choose not to be represented by the Ashland City Teachers Association or ACTA representative or other Association representative in my grievance initiated _____ (date) concerning _____.

I hereby give notice to the Board and to the Association of this choice.

Signature

Date

G. Miscellaneous

If, in the judgment of the Association Executive Committee, a grievance affects a group or class of members, the Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall begin at Level Two. The Committee may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person(s) does not wish to do so.

Decisions rendered at all levels of the Grievance Procedure shall be in writing setting forth the decisions and the reasons. This material shall be promptly transmitted to all parties of interest and to the Association president.

H. Member Complaint Procedure

When a member makes a written complaint regarding the interpretation, application or misinterpretation or misapplication of the policies, rules and procedures of the Board or administration, to an administrator, said administrator shall make a written response to the member concerning the resolve or tentative resolve no later than seven (7) days from the dated complaint.

ARTICLE III - TEACHING CONDITIONS

A. Contracted Time

1. Length of School Year

Members' contract year shall be one hundred eighty-five (185) days. Said year shall include the following:

- a. Students in attendance: Secondary (7-12) - 179/181
 Elementary (K-6) - 180
- b. Record keeping/workday - 1
- c. In-service - 2
- d. Parent/teacher conferences: Secondary (7-12) - 1 or 2
 Elementary (K-6) - 2

2. Length of School Day

- a. The length of the members' contract day will be seven (7) hours and five (5) minutes. All members will have at least a daily duty-free preparation period consisting of at least forty (40) consecutive minutes except in cases where there is a special school event such as an assembly that causes the schedule to be altered. Such preparation period shall be scheduled during the student day for classroom teachers. Elementary specialists will be provided at least one (1) forty (40) minute (consecutive) preparation period per week during the student day as specified below. To the extent

possible such preparation period will be during the student day. The assignment of extra supervisory responsibilities to specialists shall be no greater than has been the case at the time this agreement was finalized provided, however, that additional organizing and transition time shall be provided between class periods.

- b. Length of student day will be no longer than six (6) hours and fifty (50) minutes at the high school, six (6) hours and forty-five (45) minutes at the middle school, and six (6) hours and forty (40) minutes at the elementary schools.

The beginning or ending time for the student day will be no less than ten (10) minutes after/previous to the beginning/ending of the member contract day.

- 3. To the extent possible, primary specialists' periods will be scheduled in the p.m.
- 4. To the extent possible, elementary teachers who serve as coaches will have their schedules rotated so that when they are not "in season" their preparation times may be at some time other than the last time period of the day.
- 5. Extended Time, Definition and Payment

Any member who is required to work at times other than the member's contract year will be granted an extended-time contract and will be paid at a per diem rate, which is a daily rate based on the member's annual salary for regular teaching duties. Extended-time work performed after June 30 of any year shall be considered an extension of the ensuing school year and shall be computed at the member's rate of pay for the ensuing school year. No per diem payments for regular teaching duties shall be made should the member's regular contract year extend beyond June 30 of any year.

The above statements do not pertain to summer school or driver education payments.

- 6. Parent/Teacher Conferences

Parent/teacher conferences shall be conducted in accordance with the following:

- a. One (1) day (seven [7] hours) of conference time will be scheduled in the secondary buildings (7-12) during any school year, and two (2) days (fourteen [14] hours) for elementary grades (Full Day Kindergarten and 1-6). Conferences will start no earlier than twenty-five (25) minutes after student dismissal.
- b. Such conference will be scheduled as follows:

Elementary (K-6) teachers shall participate in the fall and spring parent/teacher conferences. Two (2) evenings shall be set aside so that teachers may schedule a large number of these conferences. The total time required for teacher attendance on the two conference evenings will not exceed seven (7) hours. For the fall elementary conferences, each elementary teacher is expected to hold conferences with parents at the end of the first grading period. The total number of required conferences held is not to exceed the equivalent number of class size for each grade level. The spring elementary conferences shall be at teacher or parent request and will be held following the third grading period. Additional conferences that cannot be scheduled during the allotted time may be scheduled during the teacher's preparation period, before or after school, or at another time as scheduled by the teacher. An additional day (seven [7] hours) of release time shall be provided to kindergarten teachers for the fall and spring conferences.

Secondary (7-12) parent/teacher conferences for the middle school and high school shall be at the end of the first grading period on two (2) designated evenings, not to exceed seven (7) total hours agreed upon by the faculty and administration. At the respective schools, additional designated evenings/days may be agreed upon by the faculty and administration at each building. The designated dates for parent/teacher conferences may be different dates at the middle school and the high school, as can be accommodated by the District.

Conferences shall be held as needed and/or requested by either teacher or parent. Parents shall be encouraged to attend conferences by staff and administrators.

- c. Secondary conferences will be by appointment and will be scheduled by the principal's office from a list provided by the member. Members will be informed of conference schedules no less than two (2) days prior to the conferences. Elementary conferences will be by appointment and will be scheduled by the principal's office or by the teacher.

In the case of scheduling by the principal's office, the members will be informed of their schedules no less than two (2) days prior to the conferences.

- d. Students will not be in attendance at school during time periods when conferences are scheduled.
- e. Provisions for a thirty (30) minute break from conferences will be incorporated into each member's schedule.

- f. Members shall be released from any and all responsibilities during time periods when no parents are scheduled; however, members shall be at school during the conference time even though no parents are scheduled.
- g. The member contract year shall not exceed the number of days specified in Section A. 1. of this article. School shall not be in session (K-12) the last school day before Thanksgiving Day. The elementary schools shall not be in session the last school day of that week following the conclusion of spring conferences.

B. School Calendar Committee

- 1. A Calendar Committee shall be comprised of the following:
 - a. five (5) members appointed by the Association President
 - b. representatives from OAPSE
 - c. five (5) members appointed by the Superintendent.
- 2. The Calendar Committee shall develop recommendations prior to October 15 to be presented to the Board for consideration. The committee may recommend a two (2) year school calendar. If the Board rejects the Calendar Committee's recommendation, the calendar shall be sent back to the Calendar Committee for further consideration. The Calendar Committee shall have twenty (20) calendar days to consider such further recommendations/alterations.
- 3. The final authority to approve the school calendar rests with the Board.

C. Released Time

Members shall be released from student responsibility while their classes are being conducted by special teachers in music, art, and physical education, or when the member is required to be out of his/her classroom on official school business that does not involve the presence of children. It shall be the responsibility of the classroom teacher to communicate with the special teacher, which may include observation, to maintain the continuity of the instructional program. Said teachers shall be jointly responsible to the building principal for the continuity of the involved program.

When students are permitted to use the library facilities, the classroom teacher shall not be responsible for those students after they have reached the library and are under the supervision of the librarian or library aide.

D. Retention of Substitute Teachers

Every attempt shall be made to retain a substitute teacher for any member on leave from professional duties or when absent from the class while on official school business. If a substitute is not retained, a member, determined by the building principal and who agrees

assume the duties, shall assume the duties of the member on leave. This policy is intended to include elementary teachers who assume the responsibilities of the art, music and physical education teacher on leave when no substitute is retained.

When a substitute teacher is required to fill a vacancy due to a member's use of sick leave or other short-term absence, an attempt will be made to retain a substitute currently licensed/certified in that specific area.

When a substitute is required to fill a vacancy due to a member taking a leave of absence where such leave is (1) of at least 30 school days in duration, (2) the leave is without pay, and (3) is for the remainder of the school year, a long-term substitute will be hired. Said substitute shall be given a contract for the remainder of the current school year.

E. Parental Complaint Procedure

Any and all complaints that are made to the Board, an individual Board member, or to a management level employee shall be referred to the member's immediate supervisor. The immediate supervisor shall make arrangements for the complainant and the member(s) to meet informally regarding the complaint. Every effort should be made to resolve the complaint at said informal conference. If the complainant is not satisfied with the results of this informal conference, he/she may file a formal complaint.

The formal complaint procedure is as follows:

1. The complainant is encouraged to state his/her complaint in writing. However, whether in writing, or not, the complaint may be discussed at a conference between the complainant and the building administrator and resolved if possible.
2. If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a conference with the Superintendent.
3. If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a hearing with the Board in executive session.
4. In all steps of this procedure, the member shall be notified of conferences and hearings and shall have the right to be present unless the member waives the right to be present.

No complaints shall be placed in the personnel file of the member unless:

1. The complaint is filed in writing and a copy is delivered to the member.
2. The involved member has the right to make written response to the complaint and the findings from any and all conferences and hearings.

Any person involved in the conferences and hearings shall have the right to representation of his/her own choosing.

Unwritten complaints will not be used in the evaluation procedure concerning renewal of contract, consideration for promotion, and transfers.

Written complaints shall be investigated fully and completely to determine the accuracy, validity, and timeliness of the complaint. If, as a result of the investigation, it is determined that the member has violated a provision of this contract, a Board policy, a written administrative rule or regulation, or a provision of the Ohio Revised Code appropriate disciplinary measures may be taken. Said disciplinary measures shall be taken only with just cause.

F. Transfer Procedure

It is recognized that from time to time it may be in the best interests of the educational program to transfer members of the instructional staff from one assignment to another or from one building to another. It is further recognized that such transfer may be desired by either the administration or a member of the instructional staff.

G. Voluntary Transfer

Members may request a change of assignment in accordance with negotiated policies on assignments and open positions and the following procedures:

1. Change of assignment requests shall refer to, but not be limited to, the following:
 - a) change of building; b) change of grade level; c) change of subject or area of responsibility; and d.) newly created position within the system.
2. Voluntary transfers shall be initiated by members of the instructional staff and shall be according to the following guidelines:
 - a. Completion of a Voluntary Transfer Form (see Appendix B) in duplicate (one retained by the office of the Superintendent and one retained by the requesting member).
 - b. Request for voluntary transfers shall be filled within ten (10) days of the posting of the notice of opening. The requesting party shall receive within five (5) days following the end of the posting period a response to his/her requested transfer from the Superintendent. Such response shall be 1) approval and date that transfer is to be effective; 2) denial with written reasons; 3) postponement of request with written reasons.
 - c. When said request does not involve a posted position, the requesting party shall receive, within five (5) days, a response to his/her requested transfer from the Superintendent. Such response shall be 1) approval and date that

transfer is to be effective; 2) denial with written reasons; 3) postponement of request with written reasons.

Should a transfer request be initiated prior to a noted opening, or be postponed, it shall remain an active request for a period of twelve (12) months.

H. Involuntary Transfer

If the Superintendent directs an involuntary transfer in building, subject, or grade level, notification thereof shall be given to the involved member(s) by July 25 preceding the effective date of said involuntary transfer. No member shall be involuntarily transferred without just cause. Just cause may include, but is not limited to, teaching deficiency as identified through the evaluation procedure as an ongoing deficiency that has persisted at least one (1) school year and where such transfer should remedy the deficiency. When involuntary transfers are necessary due to a staffing need, a member's area(s) of licensure/certification, length of service in the Ashland City School District, and his/her teaching experience will be used as the criteria in determining if a member is to be transferred. Members being involuntarily transferred will be assigned only to a position for which they are licensed/certified.

In discussing an involuntary transfer, there will be a meeting within five (5) days of a written request of the member(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved member may request representation of his/her own choosing for the meeting. The involved member(s) shall be given the reasons for the transfer in writing prior to the aforementioned meeting.

The assignment of a member can be changed involuntarily only once during any two-year period. Salaried teachers cannot be involuntarily transferred to hourly Small Group Instructor positions.

I. Emergency Transfer

1. Application

a. Building Closure/Grade Relocation To Another Building/Open Enrollment/Special Education Class Placement/Building Consolidation:

Rights shall be provided to members whose positions are eliminated or substantially altered by building closure, grade relocation to another building, redistricting, open enrollment, special education class placement, or building consolidation. Emergency transfers will be processed according to the provisions of this section only.

b. District Reconfiguration:

In the event of a District Reconfiguration, this Emergency Transfer Section shall not be applicable. Parties herein agree to develop a District Reconfiguration MOU by February 1, 2014, that will be signed by both parties prior to close of business on February 28, 2014.

2. Procedure

- a. Members who are subject to this policy shall receive at least two (2) weeks written notice of an informational meeting.
- b. During this time, a selection committee consisting of three (3) administrators to be named by the Superintendent and four (4) members to be named by the President of the Association shall convene.

The purpose of this committee is to oversee the selection of positions. The committee will specify the procedures that will be followed during the selection process and rule on procedural as well as substantive questions that may arise during such process.

- c. Regular classroom teachers affected by this policy will receive a job openings list and a written invitation to attend a position selection meeting with the selection committee to be held by individual conferences during the next week.
- d. Members presently assigned to teach in the areas of Reading Recovery, Special Education, Physical Education, Art, Music and Title I will be assigned to buildings in the district according to need.
- e. Each member affected will be invited to the position selection meeting individual conference according to their length of continuous employment in a bargaining unit position (longest continuous service first) in the district. The positions will be listed from which members may choose.

Any member not selecting a position during this process will be guaranteed a position in the district provided that they meet the qualifications of the position. Members not selecting a position will be notified of openings in the district as they occur. The selection of these positions will be according to the length of continuous employment in a bargaining unit position (longest continuous service first). Any member not selecting a position by July 1st will be assigned a position by the Superintendent according to Article III. Section H. of the Master Agreement. No member shall become unemployed due to building closure, grade relocation to another building, redistricting, open enrollment, special education class placement, building consolidation

and/or the implementation of this procedure. Supplemental contracts shall remain intact as currently exists (at the time of implementation of this provision); however, equal assignment changes may be made to accommodate existing supplemental contract holders. No loss of pay will result from such changes.

3. The administration shall prepare the job openings list for the informational meeting, which shall include the following information for each position: (1) name of the building, (2) grade level and/or subject area, (3) licensure/certification required.
4. The Association President shall receive the following documents: (1) list of affected members with the current teaching assignment, (2) the length of continuous employment in a licensed/certificated position for each affected member, and (3) the job opening list that is to be provided to each of the affected members. The aforementioned documents shall be provided to the Association President five (5) days prior to the job opening list being provided to affected members.
5. Members subject to this procedure will be notified in advance of their scheduled meeting with the selection committee. This notification will provide sufficient time for the member to arrange his/her schedule and responsibilities in order to be present at the meeting. The notification shall include the date, time, and place of meeting. Except in extreme emergencies members will be expected to keep their scheduled meeting appointment. In such emergencies, the member and the selection committee will arrange an alternate meeting as soon as possible in order to ensure that the member retains his/her appropriate place in the selection order.
6. Members affected by a transfer shall be paid for all time required for the purpose of packing effects for transportation by the Board to the new location and for unpacking and organizing at such location (room). Such time required for packing and unpacking/reorganizing shall occur during time that members would normally be scheduled to work if such move occurs during the school year with no extension of the normal member day and year. If the move occurs during the summer break, the necessary time to pack and unpack/reorganize will be paid at member's per diem rate from base pay and not to exceed two days, unless the position requires a member to be in more than one building these members will receive an additional day, if needed.
7. All transfers of members covered by this provision shall be deemed involuntary transfers with inherent protections contained in Article III, Section H, Paragraph 3.
8. Curricular materials for the members affected by emergency transfer will be provided by the Board.

9. Members transferred to new buildings shall be assigned a classroom equipped with furniture for both students and teacher that is at least equivalent to what existed previous to such transfer.
10. The Board's rights under Article V (H) are not affected by this section.

J. Code of Pupil Conduct

1. A committee consisting of ACTA members (selected by the ACTA) and administrative members will be created with equal representation to revise and update the current Code of Pupil Conduct. Each building shall have the opportunity to have representation on the committee. Input may be sought from parents, community members and law enforcement officials if deemed necessary. The Code of Pupil Conduct will be reviewed on an annual basis to determine if further updates are needed. Said review will be completed by March 1st of each school year.

If the Code of Pupil Conduct contained in the School Board Policy Manual is not followed by the administration and/or the Board, ACTA retains the right to grieve said noncompliance.

2. Emergency Removal of Pupil

If a pupil's presence "poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process either within a classroom or elsewhere on the school premises," then:

- a. The Superintendent, principal, or assistant principal may remove the pupil from curricular or extra-curricular activities or from the school premises.
- b. A member may remove the pupil from curricular or extra-curricular activities under his supervision but not from the school premises altogether.
- c. When a member makes an emergency removal of a pupil for more than one class period, the reasons for the removal must be submitted to the principal in writing as soon as practicable thereafter.
- d. If the Superintendent or principal reinstates a pupil removed by a member prior to the hearing following removal, reasons in writing must be given to the member upon request.
- e. A hearing must be held as soon as practicable after the removal, but within seventy-two (72) hours after the initial removal is ordered. The person who ordered the removal must be present at the hearing.

K. Student Discipline

When a member makes a written referral of a student to an administrator regarding a disciplinary problem, said administrator shall make a written response to the member concerning the resolve or tentative resolve no later than three (3) days from the dated referral.

L. Summer School

1. The Board may provide a summer school program at the elementary, middle school, and senior high levels. Posting of positions for said summer school shall be in accordance with Article VII, Section E, of the Master Agreement with the initial posting completed no later than May 15 previous to the summer for which the positions are to be filled.
2. Applications for said postings will be available in the buildings at the same time as the posting occurs. A member must submit the completed application in either hardcopy or electronic format no later than May 25 of the same year in which the position is posted.
3. Preference in hiring shall be given to members currently employed by the Ashland City Schools. If more applications are received than the number of available positions, seniority within the summer school program will be the determining factor. When no applications are received from the previous summer school teachers, seniority within the department will be the determining factor. When a selection cannot be made from department seniority, seniority within the district will be the determining factor.
4. If a portion of the summer school program is contracted to an outside agency, that agency will be required to use regularly contracted members of the school district to staff the summer school programs.
5. Pay for the summer school program shall be stipend based. Teachers in their first or second year of teaching in the summer school program will be paid a stipend of \$1,755; years three through five \$1,855; and years six and above \$1,955.

M. Transportation of Students

A member shall not be required to use a personal vehicle to transport students for any school purpose. In the event that a member chooses to use a personal vehicle to transport students for approved school activities and approval for said trip is given by the principal, or without approval if such transportation is a result of an emergency situation resulting from injury or illness of students, the Board shall provide personal injury liability insurance to the limit of no less than \$300,000.00 per person and no less than \$500,000.00 per occurrence. The building principal must approve all student transportation requests, thereby accepting responsibility for such transportation.

N. Professional Work Center

A professional work center shall be maintained in each instructional building. Such work center shall be located in an accessible area of each building. An adequate supply of materials necessary to utilize the work center and the machines shall be provided for the members. In a private area of each instructional building, there shall be a telephone, other than the office phone, for the use of members. A high volume copier will be located in the High School and Montgomery Elementary School and will be available during workdays until 10:00 P.M. Each building will be provided a minimum of two (2) keys which may be signed out to allow copying at other times. Also, Tri-County ESC may be utilized for bulk copying. Every attempt will be made to have bulk projects returned within four (4) school days. It is understood that a plain-paper copier will be available and maintained in working order for each member's use during the period of time from one-half (1/2) hour before the start of the student day until one (1) hour after the end of the student day for the purpose of duplicating (within the confines of copyright laws) any and all materials, tests, and any other items that the member determines to be relevant and necessary for his/her classroom instruction.

O. Employment Practices

1. The Ashland City School District reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any applicant or employee in terms of wages, hours, or other terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, and Association affiliation or official Association activity.
2. Wages, hours, and other terms and conditions of employment that impact upon a member(s) shall be applied uniformly to all members.
3. Regular teaching assignments will only be made in areas for which the member is or agrees to become properly licensed/certified.

P. Member Responsibility

The Board shall provide a person in each building who is (1) available to assume the responsibility for the care of ill or injured students, (2) responsible for the release of a student(s) during the school day, and (3) available to assume other administrative responsibilities. Said person cannot be a licensed/certified teacher except those members who agree to perform the responsibility of a principal's assistant and who are awarded a supplemental contract for such responsibility. If said person is absent from the building, such responsibility shall be assumed by Central Office personnel upon notification that the assigned person will not be available.

In a situation where Central Office personnel is/are needed, notification shall be made by the school secretary, the principal's assistant, or if the secretary and principal's assistant are unavailable, the involved member. It is understood that this provision does not relieve the

involved member(s) of the responsibility to act in a reasonable and prudent manner until the arrival of Central Office Personnel.

Q. Member Collection Duties

Members will not be responsible after the fourth week of the school year or the fourth week of the second semester for second semester courses for the record-keeping, collection or handling of any supply, book, course, and/or insurance fees with the exception of classes that continuously disperse supplies for special projects.

R. Class Size/Member Work Load

1. The number of students assigned to a member for the purpose of instruction shall not exceed twenty-five (25) for Grades K and 1, twenty-six (26) for Grade 2, twenty-seven (27) for Grade 3, and twenty-nine (29) for Grades 4 through 6. At the end of the 2014-2015 school year, class size will return to one (1) less than referenced above at each level.
 - a. In calculating the number of classrooms needed district-wide at each grade level one week before the beginning of the school year, the number of established classrooms multiplied by the maximum enrollment per class (less seats having to be subtracted due to utilization of some classrooms which are limited in pupil capacity due to inadequate square footage) shall result in no less than six (6) available seats when compared to the projected district grade-level student enrollment lists. The President of the Association shall receive a copy of the above required calculation no less than five (5) days previous to the first day of the school year.
 - b. All inter-district open enrollment students and grade-level retentions are included in these calculations.
 - c. If, on or before the end of the first week following Labor Day, the district's grade-level capacity is completely filled with students enrolled and attending class, an additional classroom will be added if a room is available in one of the elementary buildings housing that grade-level, and students will be assigned to that classroom in a manner which is equitable (fair and impartial) for both teachers and students. The President of the Association shall receive notification regarding the above stated conditions no later than Wednesday of the second week after Labor Day.
 - d. If no classroom space is available as outlined in "c" above or when the district's grade-level capacity is reached at a point in time following the first week of school after Labor Day, the placement of students will occur according to the following considerations.

1. The most senior teacher in that grade-level in the affected building that volunteers to take the student.
 2. An involuntary placement of that student shall be accomplished if there are no teacher volunteers by placing the student with the least senior grade-level teacher in that building.
 3. If, through involuntary placement a building's grade level is filled to capacity, the student will then be placed with the most senior grade-level teacher in another building that volunteers to accept the placement.
 4. An involuntary placement of that student shall be accomplished if there are no teacher volunteers by placing the student with the least senior grade-level teacher in the district.
 5. Grade-level teachers that have an excess of five (5) special needs students (those requiring IEPs) will be exempt from involuntary placement.
- e. A teacher whose classroom enrollment exceeds the limits set in Paragraph 1 of this section due to the application of those procedures shall be paid a stipend of five percent (5%) of the bachelors Step 0 of the licensed/certificated salary schedule [pro-rated annually for the number of days the classroom enrollment is greater than the maximum] with minimum guarantee of two and one-half percent (2.5%). Such stipend shall be paid in one lump sum at the conclusion of the school year.
 - f. The Director of Special Programs and Services shall be responsible for keeping a current and accurate enrollment count by building and grade-level, as well as a list of those teachers willing to accept students voluntarily, so that new students may be assigned appropriately upon their enrollment in the district.
2. New students entering K-6 will be assigned so as to keep class size equitable within each grade and subject area within each building.
 3.
 - a. The number of students assigned to a member for the purpose of instruction at the secondary level (7-12) shall be no more than thirty (30) students per class; however, the facilities must be adequate to accommodate such a number of students, i.e., 30 separate work stations. Physical education and music are not limited by this provision.
 - b. If a member's daily workload exceeds one hundred sixty-five (165) students in Grades 7-12 a stipend of five percent (5%) of the base salary

will be paid. Music and physical education are not limited by this provision.

4. Mainstreamed special education student(s) shall be counted when determining the aforementioned numbers.
5. Secondary teachers shall not be assigned more than six (6) instructional classes (7-8) and five (5) instructional classes (9-12) nor more than three (3) different preparations per day. When and if unanticipated circumstances exist that would require the administration to exceed the aforementioned standards to reasonably resolve the situation the following conditions will be followed:
 - a. First, attempt to resolve by asking for volunteer(s) in the building department affected.
 - b. Second, if no volunteer(s), assignment(s) would be made on a seniority basis from those members who are properly licensed/certified for the assignment (least senior first) in the building department affected.
 - c. Teaching Load: The teaching load shall permit teachers to have time to perform their duties. Except in certain activity-type classes such as physical education and music, the daily student load for each teacher shall not exceed 165 students.
 - d. Music and physical education are not limited by this provision.
 - e. It is understood that combined level classes meeting during the same period constitutes one preparation.
 - f. This provision will not affect split middle school and senior high school assignments.
6. Students at all levels shall be assigned to available classrooms in an equitable manner within each building whenever permitted by the student(s) schedule.
7. Class sizes/member workloads shall be in accordance with this provision and the minimum standards of the Ohio Department of Education.

S. Elementary Specialists

1. A minimum of five (5) full-time equivalent educational service personnel shall be employed for each one thousand pupils in average daily membership in Grades K-6.
2. Every effort will be made to provide music, art, and physical education programs for half-day kindergarten classes; however, at least one (1) of the aforementioned

programs shall be provided for half-day kindergarten classes by an elementary specialist. The determination as to which program will be provided should be based upon personnel and facilities that are available at a given building. The program should be conducted at least once per week and would be no less than twenty (20) minutes in duration.

T. Mentoring Teacher Program/Resident Educator Program

1. General Provisions

- a. There shall be a four-year Resident Teacher Education Program adopted by the Ashland Education Association and the Ashland Board of Education.
- b. The Ohio Resident Educator Program is a four-year program of formative assessment and mentoring support that will culminate in the completion of a statewide summative and Performance-based assessment.
- c. The Resident Educator Program is enacted through 2009 HB 1 legislation. The Resident Educator's program aligns with Ohio's Standards for the Teaching Profession, Ohio's Standards for Resident Educators Program, Ohio Continuum of Teacher Development and Ohio Teacher's Evaluation System.
- d. Formative written data/communications that result from the implementation of this program shall be the property of the Resident Educator ("RE"). Annual Summative Assessment information will be provided to the RE Coordinator so that RE data may be entered into Connected Ohio's Records for Educators (CORE).
- e. Data/communications from the Resident Educator program shall not be used as individual teacher evaluation information. All discussions between the mentor and the RE shall be confidential. The RE is responsible for collecting and maintaining artifacts and evidence that will be used to inform the summative assessment.
- f. A position of Lead Mentor shall be filled from ACTA members. The position shall consist of the following:
 - 1) The Lead Mentor shall be selected from a list of members who have had a minimum of five (5) years of mentoring experience and are current classroom teachers. The Lead Mentor shall be appointed by the ACTA President in consensus with the Superintendent;

- 2) The position shall be for a term of three (3) years that is renewable upon expiration;
- 3) The position shall have a stipend of \$1,750.00 per year payable as per the supplemental pay schedule.

2. Selection/Assignment of Teacher Mentors

- a. Mentors must have a Permanent License, five-year Professional License or two-year Provisional License that has been renewed two or more times.
- b. Mentors must be on Ohio's credentialed Mentors list by completing IM and RE-1 training.
- c. They must have recent classroom experience within the last five years. Three of those years must be within the Ashland City School system.
- d. The Superintendent and/or administrative designees in consensus with Lead Mentor shall select mentor teachers in accordance with mentoring criteria established through Ohio's Mentor Standards for Ohio's Resident Educator Program.
- e. The administration shall distribute a form allowing teachers to apply to be a mentor teacher for the following school year.
- f. Participation as a mentor teacher shall be a voluntary commitment for a one year period. The Superintendent or administrative designee in consensus with the Lead Mentor may request that a mentor resign and/or be reassigned if the mentor and entry teacher relationship is not compatible.

3. Resident Educator Regulations

- a. All new teachers in their first four years of teaching shall be required to participate in Resident Educator Program. Teachers that have previous experience from another state or long-term substitute experience may be able to waive some or all of residency program if their qualifications meet Ohio's requirements for waiver. Amount of time for the waiver will be determined by the Office of Teaching Profession at Ohio Department of Education.
- b. RE's that successfully complete the summative assessment and Performance based assessment may do so within three years and transition to a professional license.

- c. RE's that are unable to successfully complete the summative assessment and/or Performance based assessment during the four year residency program may be provided an additional year of mentoring if the district administration determines that the circumstances warrant. It is the responsibility of the RE to successfully complete all activities in the RE program, collaborate with their mentor, report any difficulties to the RE Coordinator, and transition to their professional license. The district is not responsible for employing RE's that do not successfully complete the requirements and transition to a professional license within the four year residency program unless extenuating circumstances are found to exist.
- 4. Released Time:
 - a. Mentors shall be provided up to seven (7) days of release time to work with RE's to complete the requirements for the RE program. Release time may be needed to complete the RE portfolio, for collaboration, and formative and summative assessments. Every attempt will be provided to allow for common planning time between the RE and Mentor.
 - b. Resident Educators shall have up to seven (7) days of released time to collaborate and complete their portfolio with their mentor, for observations of master teachers, RE in-service meetings and trainings, or programs deemed necessary by their mentor, the RE Coordinator, or their principal. Every attempt will be provided to allow for common planning time between the RE and Mentor.
- 5. Attendance at Training Sessions
 - a. The district shall pay for mentor training for teachers that desire to become credentialed mentors in Ohio's Resident Educator Program. This will include cost for training and travel expenses to training.
 - b. A mentor will be paid a stipend of \$1,050 for the first RE, \$500 for a second RE, \$400 for a third RE and \$400 for a fourth RE. During the second year of residency for a teacher, a mentor will be paid a stipend of \$500 for one RE in the second year of the program and \$350 for each additional RE. In years three and four, a mentor will be paid a stipend of \$450 for the first RE and \$350 for all other RE's beyond the first.
 - c. Teachers selected as mentor teachers, at their option, may and are encouraged to attend Advanced Mentor Training provided by Ohio Department of Education as approved by the Superintendent or Resident Educator Coordinator.

U. Students with Disabilities

1. All members of the bargaining unit who may be required to assume responsibility for students with disabilities shall be provided with in-service training with regard to the special needs and movement of such students.
2. Should it be necessary for such student to be moved from one building level to another, help shall be provided to the member upon request.
3. Arrangements shall be made for the help that would be necessary to assist the member in moving from the building or to a safe location within the building in emergency situations.
4. Upon the request of the affected member, lifting equipment will be provided and/or the assistance of another individual who would help move the student.

V. Individualized Education Plans

Any member who is required to prepare and maintain IEPs (Individualized Education Plans) for identified students with disabilities and conduct IEP conferences shall be provided two workdays release from student contact to prepare the IEPs and one workday release to conduct the related conference(s). Release days, with prior approval of a superintendent or building principal as to location and date, may be used only to work on IEPs.

W. Stop Smoking Program

The Board shall provide, at no costs to any interested member, and at the option of the member, the right to enter a "stop smoking program(s)" that may be available from qualified practitioners. Such option shall be available twice.

X. Drug-Free Workplace

1. All employees shall receive a copy of this provision and a copy of the Board adopted resolution regarding a drug-free workplace.
2. All employees shall refrain from the use, manufacture, distribution, or possession of drugs or alcohol while on the job or on school premises. The Board shall provide a drug-free awareness and education program for all employees.
3. For the purposes of these provisions, the following definitions shall apply:
 - a. "Drug abuse offenses" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.
 - b. "Workplace" is defined as any area under the control of the school district or at any school sponsored activity regardless of location.

4. An employee accused of being in violation of this provision shall be afforded due process and shall not be disciplined without just cause. For the purpose of this section, the initial disciplinary sanction may be the completion of an appropriate rehabilitation program provided by the Board. Offenses may result in further just cause discipline and/or termination in accordance with the Ohio Revised Code and the provisions of this agreement.
5. Any employee convicted of an offense occurring in the workplace under the criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so may result in discipline for just cause.

Y. Local Professional Development Committee

1. Purpose and Authority

In accordance with ORC 3319.22 and OAC 3301-24, the Ashland City Board of Education and the Ashland City Teachers Association shall establish a Local Professional Development Committee (LPDC). The purpose of the Committee shall be to review and approve Individual Professional Development Plans (IPDP) and professional development activities for recertification and licensure as specified in ORC 3319.22 and OAC 3301-24.

The LPDC shall have no authority or affect to revise, delete, add to or modify any article or section of this Negotiated Agreement. Actions of the LPDC are not to be contrary to the Negotiated Agreement or law.

2. The LPDC shall be responsible for developing rules of operation, guidelines and procedures (Plan Document) for review and renewal of said licenses/certificates. Operational procedures of the LPDC shall be covered by the by-laws of the LPDC. However, the policies/procedures/by-laws of the LPDC shall not supersede the Negotiated Agreement.
3. The LPDC shall develop a process in the Plan Document for the employee(s) to appeal the decision of the Committee. The LPDC appeals procedure shall not be grievable under the Collective Bargaining Agreement.
4. The LPDC shall be comprised of four (4) teacher representatives selected by ACTA and three (3) administrative representatives appointed by the Superintendent. The LPDC shall determine length of term(s) and procedures for filling vacancies on the Committee in the Plan Document.
5. When an administrator's IPDP is under consideration, the LPDC may, at the request of the administrator, cause a majority of the Committee to consist of administrative representatives by reducing the number of teacher representatives voting on the IPDP. The LPDC teacher member may not vote on his/her own

IPDP. If an LPDC teacher member's IPDP is up for consideration, one (1) administrative member will not vote to keep the proper balance.

6. The members of the LPDC shall be compensated with a stipend of \$1,250.00 and the Chairperson of the LPDC shall be compensated with a stipend of \$1,750.00 per service year. Said stipend is not a supplemental and is not governed by Article V. The Committee member shall have the stipend paid in two payments. Each payment shall be due at the end of the school semester of said service year.
7. The Board shall provide staff development as needed for Committee members. Additionally, the Board shall set aside a budget for materials and supplies for the use of the Committee.
8. The Board shall provide storage space for records and materials necessary for the Committee to function properly.

Z. Safe Classroom Procedures

The ACTA President/designee will receive a copy of all EPA, OSHA, Health Department, and Fire Department reports as they are available.

AA. Special Assignment

Based upon the needs of the District as determined by the Superintendent, the Superintendent may assign one or more members to a special assignment related to the educational programs of the District. While on special assignment, the member shall remain a member of the bargaining unit. At the conclusion of a special assignment, when the member returns to his/her regular assignment within one year, the member shall be granted the same position held prior to the special assignment. If the special assignment exceeds one year, the member shall be granted the same or similar position as held prior to the special assignment.

Notwithstanding the provisions of Article III (F), (G), or (H), Article V (B), Article VII (E), or any other provision of this Agreement, the Superintendent has sole discretion (1) on whether to create, fill, or discontinue one or more special assignment positions, (2) to select which member shall be assigned to a special assignment position, and (3) the duties of the special assignment.

The opening shall be posted for no fewer than five (5) days during the regular school year and ten (10) days during the summer. If no applications are received within five (5) days during the regular school year and ten (10) days during the summer, it will be assumed there is no interest in the position among the present members. Any member within the system who meets the minimum qualifications may apply and may be granted an interview.

A person hired to fill the posted position must possess all the minimum qualifications for the position.

AB. Cooperative Work Towards Solutions

The Superintendent and ACTA President may establish committees to revise and/or develop new articles for the Negotiated Agreement as necessary. Any proposed revised or new articles are subject to approval by the Board and by the ACTA Executive Committee.

AC. Technology Committee

A Technology Committee will be created to address the technology concerns of teachers. The Committee will consist of six (6) members appointed by the Association on a yearly basis. The Committee will meet at least quarterly with the Superintendent or designee. Such concerns may include, but are not limited to, affording teachers reasonable access to the Internet; enhancing teachers' work and professional stature; assuring technology training opportunities for teachers; on-line testing issues for state-mandated tests; and adequate distribution of technology devices to teachers and students.

ARTICLE IV - LEAVE PROVISIONS

A. Sick Leave

1. Each member will receive fifteen (15) days sick leave per year at the rate of one and one-fourth (1 1/4) days for each month of actual service under contract, twelve (12) months per year. Members who work less than full time will receive full sick leave credit at the fractional rate of their employment.
2. New members and present staff who have exhausted their accumulated sick leave shall be credited, as needed, with up to twenty (20) days annually. Such credited leave will be deducted from final pay of a member, at his/her per diem rate if the member leaves the employment of the Board before earning sufficient sick leave to repay the advance. The Board will continue to pay the school-provided insurance premiums of any member who has exhausted his/her sick leave accumulation and the twenty (20) day advance and who remains on active contract status with the district.
3. All members employed by the Ashland City School District will be able to accrue three hundred (300) days. '
4. Teachers transferring to the Ashland City School District from other public school(s) or public employment in Ohio shall be permitted to transfer accrued sick leave up to two hundred (200) days into the Ashland City School District.

5. Members may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other members, and to illness, injury, or death in the member's immediate family. Sick leave for pregnancy shall be for the period of disability. At the conclusion of a member's disability leave related to pregnancy, the member may request and shall be granted the use of an additional three (3) weeks of accumulated sick leave for the care of/bonding with a well-child.
6. Regarding illness or injury, the member's immediate family shall include: spouse, children, parents, siblings, or anyone who has clearly held same relationship to the member. Regarding death, the member's immediate family shall include: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren, or anyone who has clearly held same relationship to the member.
7. Sick leave may also be utilized for humanitarian purposes such as donating blood for open heart surgery, but not for normal Red Cross blood collection programs.

B. Member Emergency Security Program

The Member Emergency Security Program is designed to assist members who experience a serious accident or major illness for which they do not have adequate sick leave as covered under Article IV, Section A of the Master Agreement.

To be eligible a member must have used all available sick leave, requested and then used the twenty (20) days advance provided for in the Master Agreement and be recovering from a specific illness or injury of twenty (20) consecutive days or more. The amount of sick leave awarded under this program shall not exceed the number of days remaining in that current school year, but may be applied for during each school year through the duration of that specific illness or injury.

Emergency sick leave shall be approved for all members who have:

1. used all available sick leave, earned and borrowed;
2. presented a physician's certificate indicating an absence due to a single illness or accident will last, or exceed, twenty (20) consecutive days (a second opinion may be required);
3. any member who would like to be eligible to use the bank must have donated at least one (1) day of his or her own.
 - a. Sick leave bank may only be used for a maximum of twenty (20) days during the five-year period.

The sick leave pool is formed from the contribution of one day of accumulated sick leave from each member who wishes to participate in the program. Once a day has been contributed to the sick leave pool it cannot be withdrawn.

Members are not eligible to use the sick leave pool if:

1. They have not donated a day of accumulated sick leave.
2. They are voluntarily absent for any reason.
3. It is a routine maternity.
4. The specific injury or illness is not twenty (20) consecutive days or more.
5. They are eligible for any other paid leave or compensation that equals or exceeds their normal salary.

The current number of days in the bank will be equal to the current balance plus the days donated by new members. Members new to the program must make an initial contribution to be eligible.

Any of the requirements of this program shall not have an impact on the administration of sick leave as contained in Article IV, Section A of the Master Agreement.

Licensed/Certificated employees who are not members of the Association bargaining unit may participate in this program under the conditions specified above.

The Donation and Application Form for the emergency security program is at Appendix L.

C. Maternity/Paternity Leave

1. Leave Privileges

In addition to the provisions of sick leave provided in Section A, a member who is pregnant or adopts a child of preschool age, shall, upon request, be granted a leave of absence without pay for maternity/paternity reasons. Such leave shall begin at a time between the onset of pregnancy and the delivery of the child, or if adoption, receipt of custody, and to continue up to one (1) year after the child is born or custody is received. This leave period may be extended for one (1) additional year upon application for extension.

If the member so elects, maternity/paternity leave may begin when the sick leave expires or is terminated, if applicable.

2. Application for Maternity/Paternity Leave

Applications for maternity/paternity leave shall state in writing (See Application for Leave of Absence Form at Appendix C):

- a. Expected date of birth or custody
- b. Date requested leave is to commence
- c. Date member expects to return to service
- d. Name of physician or adoption official

3. Time Period for Filing Application

Application for maternity/paternity leave should be made sixty (60) days, if possible, but no less than thirty (30) days, prior to the requested beginning of maternity/paternity leave or extension of same. The application time period will be waived for adoption.

4. Benefits While on Leave

Sick leave shall not accrue during maternity/paternity leave.

Members on maternity/paternity leave may continue to participate in employee Board-paid group benefits provided they furnish the treasurer with the necessary premium payments in advance of when they are due. Since maternity/paternity leave is without pay, the Board-paid group benefits stated herein do not apply to the State Teachers Retirement System.

5. Reinstatement

Upon return from approved maternity/paternity leave, at the time specified in the application, the member shall be entitled to reinstatement to the same position which he/she held prior to the leave if the leave did not extend beyond two (2) consecutive school years and the position is still in existence. If the said position has been abolished, the returning member shall be appointed to an equivalent licensed/certificated position for which he/she is licensed/certified to teach.

D. Military Leave

Any member of the instructional staff who is required to accept military service in the time of national emergency or who is called to active duty in the armed forces, or who enlists in a branch of the armed services, shall be granted unpaid leave of absence.

During such leave, said member of the instructional staff shall be considered as if he/she had been performing assigned duties by the Board and granted full time in determining seniority or establishing placement on the salary schedule upon return from such service.

Said member must make application with the Board within one (1) year of his discharge and shall be employed at the beginning of the next semester following the member's letter of application. (See Application for Leave of Absence Form at Appendix C)

E. Jury Duty Leave/Court Appearances

When a member is accepted for jury duty, the member shall be paid the difference between his/her jury pay (less the amount paid by the member for subsistence as verified by receipts) and his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

Bargaining unit members may use personal leave for the purposes of court appearances that are not addressed under Section E of this Article. Members shall also be advanced one day of restricted personal leave, for the purposes of court appearances, in the event the member has exhausted his/her personal leave for that year.

When a member's presence is required in a court of law on a school-related matter, whether the occurrence takes place in school or outside of school, as long as the incident is verified by the member to the building administrator to be the result of the performance of official duties or is subpoenaed to appear as a result of other specific incidents that are not related to personal matters, the member shall be paid the difference between his/her court pay less the amount paid by the member for subsistence, as verified by receipts, and his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.

F. Association Leave

See Article VIII - Association Rights, Section D.

G. Personal Leave

1. Personal Leave Days

Personal leave days with pay will be of two types:

- a. Restricted
- b. Unrestricted

2. Restricted Personal Leave

Restricted Personal leave will be granted for:

- a. Business which may not be conducted during non-school hours
- b. Observance of religious holidays

c. Unanticipated emergencies

Requests for personal leave will be in writing to the building principal at least forty-eight (48) hours before the date of the requested leave and will be limited to one (1) day per school year. (Requests for emergency leave must be in writing at least forty-eight [48] hours after the actual emergency.)

A member may borrow one day of restricted personal leave from next year's allocation in emergencies. A member may also borrow an unrestricted day from the member's allocation for the next succeeding school year. Any such borrowed days that are not recaptured, shall be deducted from the member's last paycheck (for example, if the member leaves employment in the district before the next school year after having borrowed days).

3. Unrestricted Personal Leave

Two (2) days of unrestricted leave will be provided for staff members upon request to the building administrator at least forty-eight (48) hours before the start of the requested unrestricted leave.

a. Stipulations:

- 1) No more than four (4) staff members per building may utilize unrestricted leave on the same day.
- 2) Unrestricted leave may not be used for the expressed purpose of extending a personal vacation associated with a holiday. Unrestricted leave that will be on the last workday before a holiday may, however, be approved for certain circumstances such as business that cannot be conducted at any other time. Requests for such leave, excluding use of personal or unrestricted leave for emergency situations, shall be in writing to the Superintendent no less than forty-eight (48) hours in advance. Weekends are not considered vacation periods.

4. Personal leave is non-cumulative beyond the school year in which it is available.
5. The Board will purchase, upon application of the member, an entire three-day allocation at \$150.00 per day; two (2) days of personal leave accumulation at \$125.00 per day; and one (1) day personal leave accumulated for \$100.00 per day. In the alternative, unused personal leave may be converted to sick leave upon written request of the member at the end of the school year. All use of said personal leave is forfeited upon its purchase by the Board. Lesser amounts can be purchased by the Board at the member's application, but in no case will the total exceed three (3) days. This payment shall be limited to Board purchase of one-half (1/2) of the personal leave regular benefit when a member has unpaid leave

of more than ninety (90) workdays but less than the full school year. Members who do not work any days in a school year shall have no personal (staff) leave purchased by the Board. Borrowed days may not be used in this provision which allows the purchase or conversion of sick leave.

6. The Request for Absence Form is located at Appendix D.
7. Refer to Section E. of this Article for the use of personal leave related to jury duty and court appearance.

H. Leave of Absence

1. Upon written request, a member shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be for a maximum of two (2) consecutive school years. Upon subsequent request, such leave may be renewed. Members are encouraged to apply for extended leaves of absence at the earliest possible date in order for the District to arrange for classroom coverage during the members' absence.
2. A written application must be made to the Superintendent on the Leave of Absence form (see Appendix C) at least forty-five (45) calendar days prior to the effective date of the leave. This requirement shall be waived in cases of emergency.
3. Members of the instructional staff who take any leave under this section shall be eligible to continue in Board-provided insurance plans by paying the regular premiums to the treasurer prior to the due date.
4. At the expiration of the approved leave, the member shall resume the contract status which he/she held prior to such leave. If the member returns within one year, the member shall be granted the same position held prior to the leave. If the member's leave exceeds one year, the member shall be granted the same or similar position as held prior to the leave. If a member is assigned to a position other than the one previously held, the position will be one in which the member is currently licensed/certified.
5. Unrequested leaves of absence for reasons of illness or other disability shall be granted in accordance with ORC 3319.13.

I. Member Assault Protection Leave

Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a member who is absent from his/her assigned duties because of a disability resulting from an assault. Said leave shall not be charged against sick leave

earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Ashland City Board of Education pursuant to Section 3319.08 of the Ohio Revised Code. Said member shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence.

A member shall be granted assault leave according to the following rules:

1. The incident, resulting in the absence of the member, must have been related to his/her professional responsibilities.
2. Upon notice to the principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
3. If the member receives medical attention and/or is absent from his/her assigned duties more than five (5) days, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave payment is made.
4. A member shall not qualify for payment of used assault leave until the Assault Leave form (see Appendix D) has been submitted.
5. Payment for assault leave shall be at the assaulted member's rate of pay in effect at the time of the assault or at the rate for which the member may become eligible in accordance with the Ohio Revised Code. Payment for assault leave will be made for up to one hundred seventy-five (175) days. After 175 days if the assaulted member is still not eligible for disability retirement, he/she will be required to use accumulated sick leave. If after exhausting accumulated sick leave, the member is not able to return and is not eligible for disability retirement, the Board will advance additional assault leave to allow the member to become eligible for disability retirement.
6. Payment shall be discontinued when the member elects to retire (service or disability) or is no longer under contract with the Ashland City Board of Education.

J. Return from Approved Unpaid Leaves of Absence

1. The Board may request that a member who is on an approved unpaid leave of absence for the entire school year provide information no later than May 1 indicating his or her plans to return to his/her job for the following school year upon the expiration of such leave.

2. A member who is on unpaid leave of absence for less than a full school year must notify the administration by July 10 prior to his/her expected return.
3. The effective date of return from unpaid leave shall be the first school day that the member works after the unpaid leave.

K. Family and Medical Leave

The Board agrees to comply with the provisions of the Federal Family and Medical Leave Act. However, the twelve (12) month calendar for FMLA purposes shall be defined as an individualized rolling year, i.e., commencing with the first day of an approved FMLA leave.

ARTICLE V - CONTRACTS

A. Notification of Employment

Contracts and notification of salary for the ensuing school year will be sent to members as soon as administratively practical after the April Board meeting each year. In all cases, such notification will be made in conformity with the requirements of Ohio law. (See Appendix E for the Notice of Teacher's Salary Form.)

B. Assignment

The Superintendent of schools will make assignment and transfer of staff members in accordance with ORC 3319.01.

If change in building assignment or subject area or elementary grade level is to be made, notification thereof shall be given by June 15. Changes thereafter will not be made routinely. If changes are to be made, the member will be given reasons therefore by the person(s) effecting the change and shall be given opportunity to respond thereto. A change of assignment that is made prior to June 15 or a reassignment made prior to July 25 shall be subject to Section H (Involuntary Transfer) of Article III.

C. Tenure

Continuing service status shall be granted in the Ashland City Schools in accordance with the state law.

D. Deadline for Resignations

Resignations shall be in accordance with Ohio Revised Code 3319.15.

E. Non-Renewal

1. Non-renewal of the member on limited contract may occur under any of the following conditions:
 - a. Unprofessional behavior. When it is believed that a member is in violation of the Code of Ethics of the Education Profession, the Association will be notified immediately and the matter will be referred to a committee which will be composed of four members, two to be appointed by the Board or its designee and two to be appointed by the president of the Association.

Decision of this committee must be supported by majority of members of the committee.
 - b. Unacceptable teaching performance. The evaluation procedures as outlined herein shall be followed.
 - c. Conviction by a court of law of a felony.
 - d. Other just cause (except as excluded in V [F] [2] [a]).
2. Procedures to be followed when the Superintendent intends to recommend non-renewal of a member's contract:
 - a. By May 1, the member will be given written notification by the Superintendent that a recommendation will be made to the Board not to renew the member's contract. Accompanying this notification will be a listing of the deficiencies or reasons that this recommendation will be made.
 - b. When item a, immediately above, has been followed, the member involved will have the right of the following steps in order:
 - 1) Representation by counsel of the member's own choosing.
 - 2) Perusal with or without counsel of the member's personnel file.
 - 3) A meeting before the Superintendent.
 - 4) An executive session before the Board.
 - 5) Court appeal pursuant to O.R.C. 3319.11..
 - c. The exercise of all rights stated above will be initiated by the member involved.

- d. The Superintendent will not make recommendation to the Board to not renew said member's contract until the opportunity for a meeting(s) according to Section E, item 2-b-(3) & (4) of this provision has been afforded or until the member involved makes a signed statement that he/she waives these rights.
- 3. If the Superintendent recommends the nonrenewal of a member's contract, the Board shall offer the member a meeting in executive session as provided in Section E, item 4(b).
 - a. first, the member shall be given a written statement that clearly specifies the reason(s) for the Board's intended action,
 - b. and then provide the member with the opportunity for a meeting before the full Board in accordance with pertinent parts of number 4(b) below.
- 4. Right to Meeting
 - a. The meeting with the Superintendent will take place following written request by the member involved. The written request must be made within three (3) days following receipt of notification required by Part 2(a) above.
 - b. The meeting will be before the Superintendent and must be held within three (3) days following the member's request. The Superintendent's decision must be made within forty-eight (48) hours following the meeting. If the member is not satisfied with the Superintendent's decision or if the Board gives notice of intent not to renew the member's contract (in accordance with Part 3 above), the member shall be entitled to a meeting in executive session before the Board. Written request for such meeting shall be made to the treasurer of the Board within three (3) days following receipt of the Superintendent's decision or notification from the Board. The Board shall convene such a meeting on or before the date of its next regular meeting and decision shall be made within twenty-four (24) hours following the meeting.
 - c. Any decision by the Board will be a matter of public record and will be entered into the minutes of the Board of Education. A copy will be given to the member involved.
 - d. The member will have the right to court appeal pursuant to O.R.C. 3319.11.
- 5. The nonrenewal procedure set forth herein shall supersede and replace that provided in O.R.C. 3319.11(G)(1) through (6).

F. Individual Members' Contracts – Multiple Year

Contracts for teaching in the Ashland City Schools shall be of two (2) types:

1. Continuing (shall not apply to supplemental responsibilities)

Continuing contracts shall be awarded to those staff members who become eligible through licensure/certification and service requirements established by Ohio statute upon the recommendation of the Superintendent of schools and approval by the Board. Per the Evaluation Committee's (ACTA/ACS) recommendation, continuing contract status shall be awarded to eligible staff members on April 30th. If in the midst of a limited contract a member becomes eligible for a continuing contract, and the Superintendent recommends and the Board approves, the limited contract shall be interrupted and the member be granted a continuing contract commencing the following school year. (See Appendix F for Continuing Contract Form.)

For a member who initially earned a teaching license/certificate prior to January 1, 2011, to be eligible for an initial continuing contract, all three (3) of the following criteria must be met:

Part I -have taught within the District for at least three (3) of the last five (5) years.

Part II -have either one of the licensure requirements:

Hold a professional, permanent or life certificate (old law)

Hold a professional educator license (new law)

Part III -have met one of the following:

If a masters degree was held at the time of initially receiving a certificate or license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

or

If no masters degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

For a member who earned an educator license on or after January 1, 2011, to be eligible for a Continuing Contract, all three of the following criteria must be met:

Part I -A member holds a professional educator license, senior professional educator license, or lead professional educator license issued under Section 3319.22 of the Revised Code.

Part II -The member has held an educator license for at least seven years,

Part III -have met one of the following:

If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

OR

If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

If an employee believes he/she has, or will meet, these requirements, the building principal must be notified, in writing (including e-mail), by September 30, of the interest in being evaluated. The principal must let the Superintendent know the teacher wishes to be considered for continuing contract. Two (2) formal evaluations must be completed and the principal must notify the Superintendent by the end of March so the Board of Education can act by April 30th.

2. Limited Regular Teaching Contracts (shall not apply to supplemental responsibilities)

Limited regular teaching contracts (see Appendix G for Teacher's Limited Contract form) shall be approved by the Board on the recommendation of the Superintendent as follows:

- a. One-year contracts will be granted for the initial year of employment and, if reemployed, for the second and third year of employment in the system.
- b. Three-year contracts will be granted after three years of uninterrupted service in the school system if the member is recommended for reemployment.
- c. Five-year contracts will be granted after six years of uninterrupted service or more in the school system if the member is recommended for reemployment.

- d. Need for Professional Improvement (members under limited contracts and not eligible for a continuing contract).

When a member is at the end of a limited contract and is eligible for a multi-year limited contract (Parts b and c above) a one (1) year contract may be issued if the provisions of the evaluation procedure (Article VI) have been adhered to and written specifications detailing the identified deficiencies have been provided to the member by April 1 prior to consideration by the Board. Said specifications shall constitute just cause. At the end of such one (1) year limited contract the member shall be considered for said multi-year contract or a continuing contract if eligible.

G. Supplemental Limited Contracts for Supplemental Responsibilities

1. Limited Contract Supplemental Responsibilities

Limited contracts for supplemental responsibilities shall be considered for approval by the Board upon the recommendation of the Superintendent as follows:

- a. All supplemental limited contracts including regular supplemental and extended time contracts shall automatically expire at the end of the activity or by April 30 of each school year, whichever is later. The procedural due process and evaluation requirements contained in ORC 3319.11 and 3319.111 shall not apply to supplemental or extended time contracts. While supplemental contracts are non-renewed, they will not be routinely posted. Special duty contracts will be routinely non-renewed and posted.
- b. Persons who hold supplemental positions employed on or after July 1, 2000 shall continue in their current supplemental position unless notified that they will not be reemployed on or before June 1.
- c. Persons who hold supplemental contracts for the 1999-2000 school year shall continue in those positions under the terms and conditions of the previous Negotiated Agreement.

Continuous coaching or co-curricular service in the same sport or activity will be maintained under the previous system.

- d. The number and subject matter of each supplemental contract position shall be based on the recommendation of the President of the Association, the building Principal, the Athletic Director (where an interscholastic sport is involved), and the Superintendent or their designee and approval by the Board. In making such decisions, a number of factors shall be considered, including student and instructional interest in the subject matter with the

paramount consideration being the best educational interests of the District.

- e. A subcommittee will be formed for athletics only to determine base numbers of each supplemental position. Number increases/decreases that justify an increase or decrease in positions will be recommended by consensus by the subcommittee. The subcommittee will have equal representation from ACTA (selected by ACTA) and the administration.

2. Supplemental Duties Defined

Supplemental duties shall be defined as those duties which are performed during time in excess of the workday, work week, work year, or in addition to the member's regular duties. Members performing supplemental duties shall be provided with a job description, and issued written, individual, limited contracts that include:

- a. duration of supplemental contract
- b. title of supplemental position
- c. amount of supplemental compensation or hourly rate by payment section

3. Filling Supplemental Positions

All minimum qualifications for the supplemental position shall appear on the posting notice. Members who meet stated qualifications on the job posting shall be given preference in filling such position(s). Posting and filling of supplemental positions shall be in accordance with Article VII, Section E of this contract.

4. Acceptance of Supplemental Positions

Acceptance of a supplemental contract shall be voluntary.

5. Compensation for Supplemental Positions

Compensation for supplemental duties shall be as set forth in this contract provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work and without regard for age, sex, race, creed, religion, national origin, handicap, or marital status. All supplemental contracts shall be aligned in up to five (5) groups for payment purposes. Each group shall receive payment in each pay period, with each groups' pay schedule (beginning and ending dates) designated by mutual agreement between the administration and the Association.

6. Evaluation for Supplemental Positions

Supplemental Positions shall be evaluated one time per year using Form D (Appendix I).

H. Reduction in Force

1. When by reason of decreased enrollment of pupils, return to duty of regular members after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or financial reasons, a reasonable reduction of bargaining unit positions may be made by the Board. Such reduction shall be made by suspending contracts of members in accordance with the provisions of this section and Section 3319.17 of the Ohio Revised Code.

The ACTA will continue to work with the Board by carefully considering the impact attrition may have on the necessity of suspending contracts in a Reduction-in-Force situation. The parties recognize that previous discussions have resulted in positive outcomes, but do not necessarily intend to bind themselves by past practices or agreements. The parties' express intent is only to work cooperatively in such situations.

a. Definitions

- 1) Reduction in Force: The elimination of a current bargaining unit position over and above seven (7) positions lost to attrition, as defined as a loss of a position due to retirement and/or any other severance of service.
- 2) Position: One position is determined by the previous status of the member fulfilling contractual (either written or by Board action) responsibilities on a full-time, part-time, or per diem basis, i.e., the responsibilities performed by a member who is employed to perform responsibilities for six (6) or more hours per day or is paid at a full-time rate shall be considered a full position, the responsibilities performed by a member who is employed to work three (3) hours per day and is paid a salary and/or per diem rate that is one-half of what is normally paid for a full-time assignment shall be considered one-half (1/2) position.
- 3) Decline in Student Enrollment: A decline in student enrollment (ADM) shall be determined first on a district-wide basis and then also within the area of licensure/certification which is to be reduced.
- 4) Reasonable Reduction: A loss of thirty (30) students may justify a reduction of one (1) position if such decline has occurred during

the twelve month period prior to the date that a determination is made by the Board that a position(s) is/are to be reduced.

- 5) Suspension of contract that results from a return of a member(s) after a leave of absence shall not result in a reduction in force.
- 6) Suspended contract shall mean employed but on an inactive status without pay and/or fringes; however, the member would be entitled to the benefits as specified in this subsection 5 of this Article.

2. The procedures for a reduction are as follows:

- a. Implementation of a reduction in force (hereinafter, RIF) program shall be effective on August 1.
- b. On or before April 1 preceding the date of implementation, the Association president shall be notified of the Board's intent to consider a RIF program.
- c. A meeting(s) shall be held between the representatives of the Association and representatives of the Board to review appropriate data and determine the need for a RIF program. If it is agreed that such reduction is justified according to the provisions in H.1., such reduction shall be made in accordance with this section.
- d. Procedures for determining seniority list(s):
 - 1) In the event of a RIF, the board shall not give preference to any teacher based on seniority, except when making decisions between teachers who have comparable evaluations. "Comparable evaluations" will mean teachers whose evaluations rate them within the same ranking/improvement status descriptors. The status descriptors are:
 - a) accomplished
 - b) skilled or developing
 - c) ineffective
 - 2) For the purpose of determinations between teachers with comparable evaluations, seniority list(s) shall be maintained by the district. The list(s) shall be prepared for all members according to continuous employment in the district within each and every area(s) of licensure/certification and shall be in compliance with Section J of this article. This list(s) shall be maintained and updated on an annual basis prior to January 15. All approved "leave of absence" will be applied toward continuous employment

for seniority purposes. The list(s) shall include the following information:

- a) Date of initial employment (first day worked in a bargaining unit position).
- b) Date of application for employment.
- c) Areas of licensure/certification (eligible for as of October 1).
- d) Current teaching area(s).

The Association president shall receive one (1) written and one(1) electronic copy of the seniority list(s) by January 15 of each year.

- e. A formalized list shall be prepared indicating the specific number of positions to be reduced within each area of licensure/certification. The licensure/certification area(s) of member(s) who will be returning from approved leave of absence will be separately indicated as a part of the aforementioned formalized list. The number of members who will be returning, within an area of licensure/certification, will be indicated. This statement shall be prepared prior to May 1 during the calendar year in which implementation is to occur. The Association president shall receive one (1) written and one(1) electronic copy of said list on or before May 1.
- f. The suspension of contracts that would result from the return of members whose Board-approved leave of absence is expiring shall be initiated on a position-by-position basis. The contract suspension, if necessary, shall affect the position in the area of licensure/certification in which the returning member was teaching prior to the leave, unless the returning member can be assigned to an open position for which the member is licensed/certified. When the latter occurs, no contract suspension will occur. Said suspensions, with regard to such returning members, shall not result in a reduction in force. Contracts that are suspended as a result of members returning from Board-approved leaves of absence shall be processed first and shall be in accordance with the procedures stated in part g. 3) below.
- g. Contracts that are to be suspended as the result of members returning from Board-approved leaves of absence or a reduction in force will be accomplished by applying the following steps on or after May 1 of the year of implementation.
 - 1) Any return from leave or reduction in force as indicated in parts e and f shall be covered to the extent possible through normal attrition (leave of absence, resignations, retirement, etc.)

- 2) If suspension of contract(s) by the Board is/are necessary to accommodate the returning member(s) or position reduction, the position(s) to be reduced, as established in 2.e., will be applied to the seniority list (least senior working in that area of licensure/certification) and based on a comparable evaluation).
 - 3) The member(s) who presently hold those position(s), as determined in part 2 above, is/are the member(s) whose contract(s) is/are to be suspended, unless it is possible, for the involved member(s), to bump a member(s), with a comparable evaluation and less seniority in another area for which the involved member(s) is or can become properly licensed/certificated by August 1 of the year of implementation.
- h. If evaluations are comparable and ties occur in seniority, regarding years of service, such tie(s) will be broken in accordance with the provisions of Section J of this article.
- i. A member(s) whose contract(s) is suspended as a result of a RIF program shall be given written notification by registered mail. This notification shall occur prior to May 30 of the year that the RIF program is to be implemented and shall indicate the date that the Board acted to suspend the member's contract.
- j. Contract suspensions will be effective on August 1 of each year of implementation.
3. Reemployment of members whose contracts were suspended by the RIF program shall be in accordance with the following procedures:
 - a. Member(s) whose contract(s) is/are suspended shall be placed on a recall list stating years of continuous service in the district and subject(s) licensed/certified to teach.
 - b. A member on the recall list shall be offered a contract, for positions for which he/she is licensed/certificated, (or has become licensed/certificated as set forth on said recall list, as positions become available. Notification will be made by registered mail.

It is the responsibility of the involved member(s) to advise the Board of the address where they can be reached.

- c. A member who is offered a contract under the provisions of this policy must respond within fourteen (14) days of the receipt of said offer. If the member does not accept a contract, fails to respond in the time stated, or if

the offer of a contract is returned unopened, that member will be offered the next available opening for which he/she is properly licensed/certificated.

- d. No members new to the district will be employed until all properly licensed/certificated members on the recall list have been offered a contract for the position in accordance with the provisions of this policy.
 - e. Upon reemployment, all rights related to salary, fringe benefits, and seniority shall be fully restored.
- 4. Transfers of members employed but not affected by the RIF program shall be limited to areas of licensure/certification not affected by said program. If a position(s) initially reduced is/are reinstated or if a new position(s) is/are established, or if any position(s) that become open, these position(s) will be offered first to member(s) who are properly licensed/certificated and whose name(s) appear on the recall list (as developed in Section 3). Transfers may be made to or within an area affected by the RIF program after the position(s) have been offered to all properly licensed/certificated members on said recall list.
 - 5. Members not employed as a result of the RIF program will be given first consideration as casual day-to-day or long-term substitute teachers as the need occurs.
 - 6. So long as the current health benefit policy permits, laid-off members shall have the right to pay the total premium for group life, hospitalization, and other group benefits for a period not to exceed thirty-six (36) months. During the aforesaid time period, members whose contracts have been suspended and who have not been recalled shall have the same contractual status as members who are on an approved unpaid leave of absence.
 - 7. Administrative and supervisory personnel are excluded from the provisions of this article.

I. Board Policies and Administrative Rules and Regulations

The Board will provide in each elementary school building and the middle school building at least one (1) copy of Board policies and administrative rules and regulations. At least two (2) copies will be available in the high school building. At least one (1) copy will be available in the office of the Superintendent. All copies will be kept up to date. Members and teacher applicants may sign out these copies in order to familiarize themselves with such policies and regulations. The administrative staff will inform job applicants of the availability of these documents.

J. Seniority

1. Seniority Defined

- a. Seniority shall mean the length of continuous employment in a bargaining unit position as follows:
 - 1) Seniority shall begin to accrue from the first day worked in a teacher position or any extension of such position.
 - 2) Seniority shall accrue for all time a member is on active pay status or is receiving workers' compensation benefits.
 - 3) Time spent on inactive pay status (unpaid leave or layoff) shall count toward the accrual of seniority.
 - 4) Full-time members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Contract.
 - 5) Part-time members shall accrue seniority pro-rated against the minimal full-time standard as defined by this Contract.
 - 6) No member shall accrue more than one (1) year of seniority in any work year.

2. Equal Seniority

- a. A tie in seniority shall occur when two (2) or more members have the same amount of seniority credit as determined by the seniority list.
- b. Ties in seniority shall be broken by the following method to determine the most senior member:
 - 1) The member with the first day worked; then
 - 2) The member with the earliest date of employment (date of hire); then
 - 3) By lottery, with the most senior member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

3. Loss of Seniority

Seniority shall be lost when a member retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board.

4. Posting of Seniority List

The seniority list shall be posted twice annually, by October 1 and January 1 of each work year. The Board shall prepare and post on the designated bulletin board in each building/work site a seniority list indicating (by area of licensure/certification) the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each member. Said list shall be provided to the Association president on or before the date of posting.

- a. The names of members on the seniority list shall appear in seniority rank order within areas of licensure/certification, with the name of the most senior member appearing at the top of the listing and the name of the least senior member appearing at the bottom of the listing.
- b. The names of members who are licensed/certified, or otherwise minimally qualified in more than one (1) area, shall be included on the listing for all areas of licensure/certification.
- c. The names of part-time members shall appear on the seniority list but shall be listed in accordance with seniority as defined in (1)(a)(5).

5. Correction of Inaccuracies

Each member shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

K. Program Elimination

When a total educational program is eliminated by action of the Board, contracts of affected members shall be suspended in accordance with the procedures contained in Section H. 3. of this article. Said suspension procedures would include bumping rights when the educational program is a part of the overall academic program (licensure/certification required).

For the purposes of this section, a total educational program shall mean all courses contained within or a part of a given discipline, i.e., English, Mathematics, world languages, elementary education, special education, etc.

It is understood that when a total program that has been eliminated is to be reinstated such reinstatement would involve the total program that was in existence prior to said elimination. Recall rights as are specified in Section H. 3. of this article, would be available to all affected member(s) whose contracts were suspended and who were previously employed in an educational program that was a part of the academic program of the district. Those members who were employed in the extracurricular area(s) would have recall rights to the activity/responsibility(ies) for which he/she was previously involved.

ARTICLE VI - PROFESSIONAL STAFF EVALUATION

Purpose

A qualified, well-trained and highly-motivated staff is essential for the success of all students. A comprehensive and collaborative evaluation system is a means to achieve that end. This teacher evaluation process, based on the Standards for Ohio Educators, is designed to refine teacher practice as well as to acknowledge individual strengths. This can best be achieved in a supportive and cooperative atmosphere where administrators use the Descriptions of Practice to provide specific feedback to support teachers in their professional development. Therefore, the emphasis in evaluation should be on continued improvement for all employees.

However, the differences in individuals and in teaching styles are beneficial and should be preserved within reasonable parameters. Also, academic freedom for teachers and differences in educational philosophy must not be inhibited by the evaluation process.

A. Evaluation Process

The new Ashland City School District evaluation process reflects current trends and research. The evaluation process:

1. Is based on professional standards and benchmarks of performance;
2. Fosters accountability through adherence to accepted measurement principles in the evaluation system;
3. Emphasizes teacher self-assessment and reflection;

B. Evaluation System based on Standards for Ohio Educators

The Ashland City School District and The Ashland City Teachers Association have collaborated to construct an evaluation system based on the Standards for Ohio Educators. After thoughtful analysis of a range of evaluation systems and tools, the ACSD and the ACTA concur that the Standards for Ohio Educators provide a common language and an understanding of the scope and complexity of teaching. The Standards describe the varied aspects of teaching:

1. Student learning and development and respect for the diversity of students.
2. Understanding the content area.
3. Use of varied assessments to inform instruction, evaluate, and ensure student learning.
4. Plan and deliver effective instruction that advances the learning of each student.
5. Create learning environments that promote high levels of learning and achievement.
6. Collaborate and communicate with students, parents, and other educators to support learning.
7. Assume responsibility for professional growth, performance and involvement as a member of a learning community.

C. Multiple Data Sources

The evaluation process relies on multiple data sources to gain a full, fair and accurate picture of a teacher's performance. These include formal and informal observations, artifacts, student growth measures and self-reflection. Multiple data sources increase validity and reliability while decreasing subjectivity.

D. Licensed/Certified Administrators

Licensed/Certified ODE credentialed Administrators who are employees of the District or who spend a significant amount of time working with District employees shall be responsible for observing and evaluating members.

E. Final Summative Rating of Teacher Effectiveness

If the Final Summative Rating of Teacher Effectiveness is Ineffective and/or a teacher is being considered for nonrenewal, said teacher must be formally observed three times. The observations must be completed by May 1. The written summative evaluation must be given to the member by May 10.

F. Continuing Contract Members

All other members will be formally observed twice. Evaluators will make every effort to complete the first formal observation by the end of December. The second formal observation must be completed by May 1. The written summative evaluation must be given to the member by May 10.

G. Observations and Conferences

1. All formal classroom observations shall be at least thirty (30) continuous minutes in duration. The observer shall complete the Teachers Classroom Observations Form (see ACTES) for each observation performed. There shall be at least ten (10) school days between formal observations.

2. Conferences

- a. All formal observations shall be preceded by a conference between the evaluator and the member in order for the member to explain plans and objectives for the work situation to be observed.
- b. The observation results, as well as any other job performance issues, will be documented and discussed at a face-to-face post-observation conference. This conference will be conducted within ten (10) working days after the observation unless the administrator or the member is absent.

H. All observations and other

All formal observations, documented walk-throughs and SGM data will be consolidated into the evaluation (see ACTES). A copy of any such referenced documents shall be given to the member in accordance with Section E and F above and Section J below.

Conditions of Evaluation

1. Members will not be formally observed for the purpose of written evaluations on the day before or after a vacation, on a day after an absence due to illness or leave, on days of in-service (early release days are not to be considered in-service days), or on the last day of a marking period.
2. A member may request a documented walk-through at any time.
3. A member shall be evaluated pursuant to Ohio Revised Code 3319.111, 3319.112 and Board Policy. The ACTES Handbook will define the details of the evaluation process.
4. No misleading, inaccurate, or undocumented information may become part of a member's performance evaluation report.
5. First-year teachers in the Ashland City School District or teachers employed under a limited contract during the year that limited contract is expiring will be evaluated by an Ashland City Schools Administrator.'

I. Should a member disagree

Should a member disagree with an observation or the summative evaluation form, the member may file a written response which shall be attached to the appropriate form.

J. Copies of all completed observations

Copies of all completed observation and summative evaluation forms shall be distributed to the evaluator and to the member. Only the original of the formal observations, documented

walk-throughs, SGM data, and Summative Evaluation forms shall be included in the teacher's personnel file.

- K. The member may take one Association representative

The member may take one (1) Association representative to any and all conferences in this procedure.

- L. When the overall performance of a member is ineffective

When the overall performance of a member is Ineffective, the evaluator shall check the appropriate rating on the Teacher Evaluation Report (see the ACTES). The member shall have the right to request a conference with his/her evaluator following receipt of the Teacher Evaluation Report.

- M. If the Final Summative Rating of Teacher Effectiveness is ineffective

If the Final Summative Rating of Teacher Effectiveness is Ineffective, the evaluator shall inform the member and work collaboratively with the teacher to develop an evaluator-led Teacher Improvement Plan [TIP in the ACTES].

- N. If there is the possibility for nonrenewal

If there is the possibility for nonrenewal, denial of continuing contract, or any other adverse personnel action, the member shall be given the reasons in writing at least seven (7) days prior to any official Board action.

- O. ACTA/ACS

NOTE: All parties agree that the remainder of procedures related to professional staff evaluation will be housed within the ACTES Handbook, not the contract.)

ARTICLE VII - MEMBER RIGHTS

- A. Professional Behavior

1. Member Responsible for Observance of Regulations

The Rules and Regulations of the Board are written to be consistent with the provisions of law, but not to incorporate same. Members are expected to know and shall be held responsible for observing all provisions of law pertinent to their activities as employees of the Board. Copies of the Rules and Regulations shall be made available to the members at their respective schools.

2. Conduct of the Member

The personal conduct of each member shall be of such nature as not to reflect unfavorably upon the member, upon the Board as the employer, or upon the pupils; however, this restriction shall not infringe upon the Constitutional rights of the member.

B. Professional Growth

All members shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training which they possess, opportunities for members shall be especially rich and varied.

The Superintendent shall provide members with opportunities in areas such as the following:

1. Released time and leaves of absence for travel and study.
2. Visits to other classrooms and other schools.
3. Conferences involving other personnel from the district, county, state, region, or nation.
4. Membership on committees drawing personnel from such sources.
5. Training in classes and workshops offered within the district.
6. Further training in institutions of higher learning.

Absence of members for the purpose of attending professional meetings or workshops will normally be restricted to no more than two (2) members from any single department.

C. Attendance at Professional Meetings

Attendance at professional meetings will be granted in accordance with the following procedure:

1. Approval Procedure
 - a. Request to attend professional meetings must be on approved "Request to Attend Professional Meetings" form (See Appendix K).
 - b. Building principal must recommend approval.

- c. Final approval or disapproval will be made by the Superintendent or his/her designee. Approval shall not be unreasonably withheld and shall be in accordance with all terms and conditions of this Contract.

2. General Conditions

- a. Members will be allowed to attend two (2) professional meetings per school year. The total number of school days used for attending professional meetings using the Master Agreement Professional Meeting Fund shall not exceed seven (7) days per member. Approval for a second professional meeting for a member will not be approved when first time requests are being disapproved.
- b. Approval shall be based upon the applicability of the meeting to the member's current assignment, licensure/certification area, building or district needs.
- c. The Board shall include a line item Appropriations Account for member attendance at professional meetings in the annual amount of \$50,000'. Such total amount will be prorated to each of the three levels (K-6, 7-8, and 9-12) based upon the number of members at the respective level. Further, the amount allotted for each level will be prorated for each one-fourth (1/4) of the school year, i.e., one-fourth (1/4) of total available during the first twelve (12) weeks of the school year, etc. Amounts not used will be brought forward and would be available during the next one-fourth (1/4) year; however, funds not disbursed during the fiscal year will not be carried forward to the next fiscal year. This provision is not intended to guarantee each member the aforementioned amounts for professional meetings, i.e., when funds have been exhausted the Board is not obligated to provide reimbursements, nor does it limit funds to a maximum of the aforementioned amounts.
- d. Every bargaining unit member is eligible for a maximum of one (1) out-of-state conference every two (2) years when funded by the general fund.
- e. If the district quarterly review indicates a decrease in general fund, comparable percent decrease in the professional meeting leave dollar pool will be implemented.
- f. Reimbursement will be permitted for expenses that are directly related to the approved professional meeting.

3. Reimbursement Allocations (Receipts Required)

- a. Lodging: up to six (6) days.
- b. Meals: up to seven (7) days, limit of \$45.00 per day.
- c. Transportation
 - 1) Mileage: current IRS Federal rate within 750 miles radius. Air or surface transport to the dollar limit provided for by maximum allocation (see Article IX, A.6.e.).
- d. Registration: conference fee (if fee includes meals, substitution meals will be at member's own expense).
- e. Miscellaneous expenses (with proper receipts).

D. Personnel Files

The official personnel files for the Ashland City Schools shall be maintained in the Central Office. Said files shall be maintained by the Superintendent. The Superintendent shall be responsible for developing necessary rules regarding access to the system, proper placement of material and the security of the system. The Superintendent shall inform all office employees who may work with this system of all maintenance and security rules and the disciplinary measures that will be taken for failure to comply with said rules.

Further, the Superintendent shall make necessary provisions to assure that information is maintained with accuracy, relevance, timeliness, and completeness.

The purpose of this system is to serve as the repository of records that are necessary and relevant to the individual member's employment, promotion, retention, reimbursement, and professional responsibilities.

Access to the personnel files of an individual which are deemed by Ohio law as a public record shall be permitted in accordance with that law. Access to records which are not deemed by Ohio law as public shall be restricted in a manner that is consistent with law.

When any person who is not employed by the Board of Education requests access to a personnel file of a member, the member will be provided notice of such request via school email or phone as soon as the request is made.

The member shall have access to all personal information contained in the system with the exceptions as provided by law during regularly scheduled office hours within a reasonable period of time after an official request has been made. There shall not be a charge for the access to the system.

Upon request by the member, the Superintendent shall:

1. Inform of the existence of any personal information in the file;
2. Permit the member and his/her attorney to inspect all personal information in the file;
3. Inform the member regarding the types of uses made of the information including the identity of the users of the information;
4. Grant the right to be accompanied by a person of his/her choice when examining information contained in the file;
5. Upon written approval of the member, grant access to the member's attorney or other representative; and,
6. Furnish the member with a copy of any information contained in the system (notwithstanding exceptions by law) at no charge.

The member(s) shall have the right to read and shall receive a copy of (at no charge) all information, except transcripts, that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and the date on the material. The signing of the material does not indicate that the member agrees with the content of the document. Further, the member shall have the right to respond, in writing, to any material that is to be placed in the system prior to such placement. Said response shall be attached to and shall become a part of the document that is to be placed in the system. The response shall be included should dispersal of the document be made.

No parent complaints will be placed in the personnel file of a member unless and until the provisions of Article III, part E have been complied with.

No anonymous letters or material will be placed in the system.

The member shall have the right to dispute the accuracy, relevance, timeliness, or completeness of information contained in the system. The Superintendent must make an immediate investigation as to the appropriateness of the disputed information and immediately notify the member of the results of the investigation and the action to be taken. The Superintendent shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate.

E. Notification to Licensed/Certified Staff of Vacancies

Positions opening for instructional, administrative, and supplemental positions will be advertised to licensed/certified staff by posting vacancies on a designated bulletin board in each building and electronically via school email during the school year. During the

summer months, such notices will be posted on the bulletin board in the Central Office, as well as on the designated bulletin board in each building, and electronically via school email. Copies of any such notices shall be sent to the president of the Association in self-addressed, stamped envelopes furnished by the Association.

The notice shall clearly set forth the minimum qualifications for the position and the procedure for application.

The opening shall be posted for no fewer than five (5) days during the regular school year and ten (10) days during the summer. If no applications are received within five (5) days during the regular school year and ten (10) days during the summer, it will be assumed that there is no interest in the position among the present members. Any member within the system who meets the minimum qualifications may apply and may be granted an interview.

A person hired to fill the posted position must possess all the minimum qualifications for the position.

F. Curriculum Development Process

The Director of Curriculum, or Superintendent's designee, shall contact the secondary department chairperson(s)/grade level facilitator(s) in order to commence with the curriculum development process.

The secondary department chairperson(s)/elementary grade level facilitator(s) shall contact department/grade level teachers who are interested in serving on the Curriculum Development Team (CDT). The members and number of members serving on the CDT shall be determined through consensus reached by the Director of Curriculum and the department chairperson/grade level facilitator.

Meeting times and dates for the CDT shall be determined through mutual agreement among the members. The CDT shall determine whether to use released-time or the curriculum writing supplemental contract for completing the curriculum writing process. All members of the CDT shall use the same approach (released time or supplemental contract) in completing the process.

The process to be employed by the team shall be determined through mutual agreement among the members (*i.e.*: time-line, *etc.*).

In addition to developing the related curriculum, the CDT shall have the following responsibilities:

1. Review/revise the department/grade level philosophy, mission and goals;
2. Survey involved (department/grade level) members regarding the effectiveness of current programs, courses, course of study guides and textbooks;

3. Serve as the clearinghouse for related curriculum concerns;
4. Examine/evaluate current programs;
5. Make recommendations for new course offerings;
6. Begin and finalize the textbook adoption process;
7. Survey involved (department/grade level) members regarding the need for related supplemental and ancillary materials;
8. Share with other department/grade level members regarding the new course of study guides, course offerings and proposed new textbooks prior to the presentation of these items to the Board of Education;
9. Make recommendations for new textbook adoptions;
10. Assist the Director of Curriculum, or the Superintendent's designee, in making presentations to the Board of Education relating to new courses, course of study guides and/or textbook adoptions;
11. Develop a time-line for appropriate teacher training regarding the use/implementation of the newly adopted materials;
12. Confer with the members of the department/grade level to determine the professional development needs of the department/grade level and work with the Director of Curriculum or Superintendent's designee to design and offer in-district related professional development opportunities.

The CDT may also elect to complete other related functions, such as creating resource or instructional guides. The need for such action shall be determined by a needs assessment survey completed by the members of the department/grade level and reviewed by the CDT.

Copies of all recommendations made by all CDTs shall be sent to the ACTA president and the Superintendent of schools.

G. Placement of Students With Disabilities in Regular Classrooms

1. The regular classroom teacher will be given the opportunity to participate in a staffing meeting with the building principal, parent, and special education teacher when placement of a student with disabilities in a regular classroom is to occur. Such staffing would normally occur prior to said placement, but when circumstances did not permit, such staffing will occur at the earliest possible time but no more than five (5) school days after such placement.

2. Student(s) with disabilities being placed in a regular classroom shall be assigned in a manner that will provide the handicapped student with the least restrictive educational environment and further will not cause an environment that will be educationally restrictive for other students.
3. If the regular classroom teacher feels that the student with disabilities is not progressing satisfactorily or is creating an unfavorable educational climate in the regular classroom, the teacher should so advise the principal who will give the teacher the opportunity to meet with parent, principal and appropriate special education personnel to discuss the problem.

H. Academic Freedom

1. Academic freedom is essential to the fulfillment of the educational purposes of Ashland City Schools and will, therefore, be afforded to a member(s) of the bargaining unit.
2. It is mutually recognized that freedom carries with it responsibility; academic responsibility which is determined by the basic ideals, goals, and institutions of the local community. Discussion and analysis of controversial issues must be fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board, the Board-adopted course(s) of study, by the Curriculum Committee, and the provisions of the Master Contract. Within the preceding frame of reference and as it pertains to the course to which a member is assigned, academic freedom in the schools is defined as:
 - a. The right to teach and learn about controversial issues which have economic, political, scientific, or social significance.
 - b. The right to select and use materials which are relevant to the levels of ability and maturity of the students and to the purposes of the school system.
 - c. The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas.
 - d. The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted in a normal classroom environment.
 - e. The right of members to free expression of conscience with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom. The member's personal views will be clearly identified as opinion.

3. Guidelines for selection of controversial issues to be studied in the classroom are:
 - a. The issue must be suitable for students of the maturity and background represented in the class.
 - b. The issue must be directly related to the course of study, the course content, and help achieve course objectives except that topics related to an unanticipated occurrence/event of substantial importance and interest may be presented and discussed as a part of a member's course content.
 - c. The issue should provide the student an opportunity to study controversial issues.
 - d. The issue must provide the student competent instruction balancing the various and/or conflicting points of view in an atmosphere free from bias and prejudice.
 - e. The issue must provide the students their right to form, identify, and express their own opinions on controversial issues as long as a balanced presentation is made on conflicting positions.
 - f. The issue must be free of emotional criticism and the promotion of a cause within the classroom.
4. Instructional materials shall be selected and made available to interested persons according to the following guidelines:
 - a. Basic textbooks for each course and/or grade level shall be recommended by the appropriate course and/or grade level members with final approval by the Board.
 - b. Additional instructional materials may be selected by individual members for additional use in the classroom. Such materials are to be relevant to the levels of ability and maturity of the students, be consistent with community values, and the content of the course and to the purposes of the school system. Such materials must be supplemental in nature and will not replace primary materials.
 - c. Members may utilize outside speakers or resource persons where appropriate. Topics presented must be related to the course of study or as otherwise specified in 3(b) above.
 - d. All instructional materials, methods, lesson plans, or other creative or copyrightable work written, composed, created, or designed by a member during their employment shall remain the property of said member.

e. Persons wishing to review the materials listed above may do so according to the following conditions:

- 1) Basic textbooks and other instructional materials supportive to the basic textbooks can be reviewed in the Administrative Offices during normal work hours.
- 2) Additional instructional materials selected by individual members may be reviewed in the school building in which the individual member is assigned to teach by making an appointment with said member or the member and the building administrator.

5. The Board recognizes that occasional objections to instructional and library materials may be made by the public despite the care taken to select valuable materials for student and teacher use and the qualifications of people who select the materials. In dealing with any such objections, the principles of freedom to read and communicate diverse ideas and of the professional responsibility of the staff to select reading and instructional materials will be defended.

- a. The parent of a student having concerns about the continued use of basic textbooks and other instructional materials shall first be encouraged to discuss his/her concerns with the member who is teaching the course and/or class in which the student is enrolled and in which the material is being used. Other persons residing within the boundaries of the school district who have a concern about the use of basic textbooks and other instructional materials shall be encouraged to discuss their concerns with the appropriate building principal.

I. Enrollment of Children of Members

Members will use the district open enrollment form to enroll their child/children in the Ashland City Schools. Such enrollment requests shall be considered prior to any other requests and shall not be denied so long as the open enrollment policies of the district are met. The Board shall allow members of the bargaining unit who do not live within the boundary of the school district to enroll their child/children in the Ashland City Schools without a tuition charge to such member. Transportation from outside the district shall be the responsibility of the member. The enrollment process will allow each member who is interested in enrolling his/her child/children to specify a first, second, and third choice of school buildings. Such choice(s) will be controlled by availability of space, etc., and the final decision will be made by the Superintendent.

J. School Activities Pass

Each member shall receive, upon written request, a pass that would allow the member to be admitted free of charge to any Board-sponsored Ashland City Schools program or

event. For events that have reserved seating only, the pass must be presented prior to the day of the event to reserve a seat.

K. Supplies/Teacher Expense (Background Checks)

1. The Board shall provide annually, pro-rated by the FTE numbers, funding for the purpose of purchasing educational materials, supplies, equipment, or instructional aids and may include teacher BCI/FBI background checks.
2. Such funding shall be equal to \$238.00 per member per year.
3. This payment shall be in one (1) lump sum payment without tax deduction(s) and in a separate check from the member's regular or supplemental pay. The member must provide itemized vendor receipts as proof of payment.
4. Receipts must be received in the Treasurer's Office by no later than April 15.
5. The member shall receive his/her reimbursement within fifteen (15) school days.

L. Just Cause

A member(s) shall not be disciplined, reduced in rank or compensation, demoted, non-renewed, or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Contract.

1. Progressive Discipline. Progressive discipline will be followed and includes:
 - a. verbal reprimand (only a record of receipt of verbal reprimand will be placed in official file);
 - b. written reprimand;
 - c. counseling where appropriate at Board expense;
 - d. three-day suspension with or without pay where appropriate;
 - e. termination. The teaching contract of a member of the bargaining unit shall only be terminated pursuant to ORC 3319.16 under statutory just cause standards. Bargaining unit member cannot grieve under current contract just cause for a termination. In such cases, the employee has the right to appeal such decision through the courts pursuant to ORC 3319.16, but may not appeal using the negotiated grievance procedure.
 - f. Progressive discipline may begin at the most appropriate step based on the seriousness of the infraction.

2. Discipline Other than Suspension.

- a. Prior to disciplinary action given to a member, the administration shall first have a meeting with the member.
- b. The member shall be given advance notice of the meeting and shall be informed that: (1) the meeting is to determine whether disciplinary action will be taken; (2) the nature of the concern.

3. Teacher Suspension Procedure.

- a. The Superintendent or his or her designee has the right to suspend a member with or without pay for disciplinary purposes. The length of the suspension shall be appropriate based upon the disciplinary infraction and shall not exceed three (3) days and is not renewable.
- b. Prior to any suspension, the Superintendent or his or her designee shall conduct an investigation of the incident or infraction(s) upon which any such suspension will be based. The results of the investigation shall be reduced to writing and given to the member along with a recommendation for a possible suspension with or without pay.
- c. Within five (5) days of the member's receiving written notification of a possible suspension with or without pay, the member may request and shall be granted a meeting with the Superintendent or his or her designee. This meeting shall be held within five (5) days of receipt of the request. The member shall have the right for Association representation at the meeting.

M. Site-Based Decision Making Provision

A committee of six (6) persons will be formed, three (3) appointed by the Superintendent and three (3) appointed by the Association President, to revise the current site-based, decision-making process into a more streamlined and workable process.

ARTICLE VIII - ASSOCIATION RIGHTS

The Ashland City Teachers Association, as the exclusive bargaining representative for members, shall have the following sole and exclusive rights and privileges that are to be afforded to a teachers' organization or potential teachers' organization:

A. Representation in collective bargaining

Representation in collective bargaining for the members of the Ashland City Schools.

B. Payroll deduction of professional dues

Payroll deduction of professional dues for the members of the Ashland City Teachers Association to the United Teaching Profession (defined as the National Education Association, Ohio Education Association, North Central Ohio Education Association), in equal amounts, commencing the first pay in October and continuing for eighteen (18) pay periods with the written authorization of the member.

C. Agendas, minutes, and financial statements

Agendas, minutes, and financial statements, and other official documents or papers used in the course of public portion of official Board meetings will be made available to the Association by the treasurer of the Board. The president of the Association will be notified of the time and place of all regular and special Board meetings.

D. Association Leaves

1. ACTA

Association officers and/or delegates who request leave to attend meetings of State Representative Assemblies, other State Association meetings, or to attend other Association business will be granted up to four (4) professional leave days per year, except for the Association president who will be granted six (6) professional leave days in a school year. No more than two (2) Association members will be approved to attend the same meeting, except that a maximum of six (6) official delegates will be granted Association leave to attend the OEA Representative Assemblies. The Board shall not pay the expenses of Association members, except for providing the substitutes necessary to fill the vacancies.

2. Elected Regional, State and/or National Board Members or Officers

Thirty (30) days shall be made available for use by elected regional, state and/or national board members or officers to attend meetings of their professional organizations, i.e., the NCOEA, OEA and NEA, as approved concurrently by the ACTA President and the Superintendent. Additional days may be approved by the Superintendent. The District shall be reimbursed at the teacher's per diem rate (salary and benefits).

E. Use of mail boxes

Use of mailboxes within each building and use of the system's interbuilding mail service.

F. Free building use for Association

Free building use for Association meetings that do not interfere with previously scheduled school activities. Notice of such requested use shall be given to the

appropriate building administrator as far in advance as possible. Expenses required by irregular custodial needs shall be paid by the Association.

G. Phone use for Association business

Phone use for Association business, payment of any long distance calls for Association business will be assumed and paid for by the Association, so long as such does not interfere with school business.

H. Office machine use

Office machines use (with adequate training by the secretarial staff) (so long as such use does not interfere with school business). The Association shall pay for supplies used in accordance with a schedule of usual, customary, and reasonable costs provided by the Business Manager.

I. Names and building assignments

Names and building assignments of all new members as soon as available and up to three mailings during August to new members mailed by administrative offices with materials provided by and postage paid by the Association.

J. Financial and insurance information

Financial and insurance information upon request by the Association president.

K. Announcements at faculty meetings

Announcements at faculty meetings, whether building or district-wide, including new member or district-wide orientation meeting(s) at the beginning of the school year.

L. The Superintendent and other Administrators

The Superintendent and other administrators will meet informally at least twice during the year with a committee of Association members and/or representatives selected by the Association president for the purpose of discussing topics of concern. Additional meeting(s) may be requested by either the Superintendent or the president of the Association.

M. Election of ACTA

Election of ACTA Building Representatives at the faculty meeting in May.

N. Fair Share Fee

The Board agrees to automatic payroll deduction, as a condition of employment, for all bargaining unit member(s) who elect not to become members of the United Education Profession, or who elect not to remain members of said profession.

The treasurer of the Board shall, upon notification from the ASSOCIATION that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the total amount of the fee as specified by the Association less the amount previously paid toward membership through payroll deduction.

Payroll deduction of such fair share fees shall begin with the first payday after January 15 of each year except that no deductions shall be made for newly-hired bargaining unit member(s) until the second paycheck, which period shall be the required probationary period for newly-employed bargaining unit member(s). Such payroll deduction(s) shall be in equal installments and shall continue through the same time period as do deductions for membership.

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board no later than October 1 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Board further agrees to accompany each such transmittal with a list of the names of the members for whom all such deductions were made, the period covered, and the amounts deducted for each.

Upon timely demand, non-members may appeal to the ASSOCIATION the payment of the fair share fee pursuant to the internal procedure adopted by the ASSOCIATION. An employee (non-member) may have, upon such request, a rebate of the portion of the fair share fee that was expended in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. It is the responsibility of the ASSOCIATION to determine the amount of this rebate as called for in the provisions of ORC 4117.

The ASSOCIATION agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The ASSOCIATION shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (1) give full and complete cooperation and assistance to the ASSOCIATION and its counsel at all levels of the proceeding, (2) permit the ASSOCIATION or its affiliates to intervene as a party if it so desires, and/or (3) to not appease the ASSOCIATION or its affiliates' application to file briefs amicus curiae in the action;
4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

The above fair share fee provision shall be an exclusive right of the ASSOCIATION not granted to any other employee organization seeking to represent members in the bargaining unit represented by the ASSOCIATION.

O. Administrative Hiring Committees

When an administrative position is posted, an administrative hiring committee shall be formed for the purpose of screening and selecting a candidate for recommendation to the Superintendent for hiring.

The interview/selection committee will include members chosen by the Superintendent, or designee, and at least two (2) members appointed by the ACTA leadership.

P. Interviewing/Hiring Process for Bargaining Unit Positions

Interviews for all bargaining unit positions shall be completed through a committee design, including decision-making guidelines, and adhere to the following step-by-step process. The process shall include key stakeholders in the decision-making process.

Step 1 The department chairperson(s)/grade level teacher(s) and a building administrator will meet to develop a timeline for interviewing grade-level teacher(s). A decision will also be made at that time as to the members who will be part of the interview team.

Step 2 Information about each candidate will be shared with each interview team member. Members of the interview team shall, through mutual agreement, identify the process by which to rank the candidates. Based on the results of the rankings, members of the interview team shall determine which candidates to interview.

In addition, the interview team will determine the number of rounds of interviews to hold.

Step 3 The candidates will be contacted by a building secretary to schedule the interviews.

Step 4 Once all rounds of interviews have taken place, the members of the interview team will confer to identify the candidate of choice. The team will then recommend a candidate to the Superintendent for hiring.

In the event that the candidate of choice declines the offer or the Superintendent rejects the candidate, the interview team shall make further recommendations until the position is filled. The team shall have the ability to recommend the reopening of the search for a qualified candidate.

ARTICLE IX - SALARY, COMPENSATION AND FRINGE BENEFITS

A. Regular Salary

1. All members shall be paid according to the index salary schedule and related provisions of this article.
2. The base rate of the salary schedule shall be the bachelor's degree column, step 0.
3. a. The BA-0 salary shall be Thirty-one Thousand Nine Hundred Forty-six Dollars (\$31,946.00).

Members will receive step increases as follows:

2013-2014 100% of one step
(to resolve pending arbitration) payable within 30 days of ratification of both parties

2014-2015 100% of one step

2015-2016 100% of one step

\$500 stipend payable to each bargaining unit member within 30 days of ratification of both parties.

No step increase will be recognized after 2015-2016 unless it is included in future collective bargaining and results in an agreement.

4. The annual salary of each member shall be paid in twenty-six (26) installments on every other Friday. When a payday occurs during a vacation period during the school year, pay shall be made the last school day before such vacation period, if funds are available or can be borrowed.

5. Salary Schedule(s)

- a. Salary Schedule Index: The salary schedules for the 2013-2014, 2014-2015 and 2015-2016 school years are located at Appendix L, and Appendix M and Appendix N respectively.

6. General Information Relating to Salary Schedule:

- a. Revision of Schedule

Revision of the Salary Schedule shall follow the guidelines established in the Negotiations Agreement.

- b. Credit for Advancement on the Salary Schedule

- 1) Academic credit for advancement on the Salary Schedule beyond the B.A. Degree column shall be accepted from an accredited college or university under any of the following conditions:

- a) Credit received is graduate level and/or part of a program that leads to a Master's Degree related to the Education Field.

- b) Credit received is from a program of professional growth and development related to the member's present teaching position. Undergraduate credit as above stated, or undergraduate credit necessary to qualify for graduate level courses, shall be acceptable for advancement to the BA+10 and BA+20 columns.

- c) Credit meets the requirements of the Ohio Revised Code for placement in the 150 hours column.

- 2) Credits from courses, programs, workshops, or seminars that cannot be applied under item (1) above may be acceptable, but require prior approval of the Superintendent. Requests for approval shall be in writing to the Superintendent. The Superintendent, or acting Superintendent, shall make written response to the member making the request within fourteen (14) calendar days of receipt of said request.

- 3) Granting of such credit and advancement on the Salary Schedule shall be effected at the start of the quarter following the filing of appropriate official transcripts in the office of the Board of Education by the member, which shall be evidenced by the issuing of a receipt to that member.

c. Outside teaching experience

Upon initial hire, a member shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by a state or the U.S. Government and for all active military service in the Armed Forces of the U.S. to the maximum step provided on the salary schedule. All such placement shall be based upon proper credentials and official verification provided/authorized by the member.

A full year of experience credit shall be granted for each year during which a member is employed by any single board of education for one hundred twenty (120) or more days.

d. Payment for travel, travel time

Travel time during the school day shall not be considered lunch time. Travel necessary for the performance of instructional duties shall be compensated at the mileage rate approved by the IRS for business travel during the current year. Payment shall be made following submission of the mileage report which shall indicate the miles traveled and the purpose of each trip.

e. The Mileage Report Form is located at Appendix P.

7. Retirement

a. Retirement withholding: The Board shall withhold retirement payments in equal amounts from each salary check which a member receives.

b. Severance pay:

Any member employed in the Ashland City School System after September 1, 2013 will be subject to Option 2 listed below for severance pay. For the duration of this contract plus one year, any member employed in the Ashland City School System on or before September 1, 2013 shall have the choice of one of the options listed below for severance pay (whichever provides for the maximum payout for severance):

1. One (1) single severance payment which shall be considered a retirement stipend and shall equal the number of accumulated sick leave days, but not to exceed fifty-five (55) days times the member's daily rate of pay during his/her final year of teaching conditioned upon the member actually making application and accepting retirement from the appropriate retirement system and receiving benefits therefrom, and further conditioned upon the fact that the member accepts this stipend in lieu of all accumulated sick leave benefits.

2. One (1) single severance payment which shall be considered a retirement stipend and shall equal a percentage of the accumulated sick leave days as outlined below:

<u>Days Accumulated</u>	<u>Percent Paid</u>	<u>Max # of Days</u>
First 0-150	25%	38 days
Next 151-249	35%	34 days
Next 250-300	50%	25 days
Max. pay-out of days =		97 days

The maximum number of days for each category of accumulated sick days shall be added together and multiplied by the member's daily rate of pay during his/her final year of teaching conditioned upon the member actually making application and accepting retirement from the appropriate retirement system and receiving benefits therefrom, and further conditioned upon the fact that the member accepts this stipend in lieu of all accumulated sick leave benefits.

- c. Early Retirement Incentive: MOU attached hereto and incorporated herein by reference.

8. STRS Pick-Up

The Board herewith agrees to pick-up (assume and pay) premiums to the STRS on behalf of the members in the bargaining unit under the following terms and conditions:

- a. An amount shall be picked up and paid on behalf of each member equal to five percent (5%) of the member's compensation without reduction or deduction from the member's gross salary. Compensation, as used in this article, will be defined to include regular salary earnings, extended and supplemental salary earnings, and the amount of the STRS pick-up as described in this Part a;
- b. The remainder of member's STRS premium (currently 5.00%) shall be picked up and paid by the Board by reducing the annual compensation of the member by an amount equal to that picked up and paid as a result of this Part b;
- c. The Board shall compute and remit all applicable premiums to STRS based on the combination and total of "a" and "b" above;
- d. The total pick-up percentage shall apply uniformly to all members and no member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up;

- e. The pick-up shall apply to all compensation including gross salary, supplemental earnings, and the appropriate premium pick-up (Part a above) earned thereafter;
 - f. For IRS purposes only, annual compensation listed on the W-2 form shall be the member's annual compensation reduced by 5.00% (currently) or as may be otherwise required by this provision.
9. Member(s) with Responsibilities for Tutoring Students with a Specific Learning Disability (S.L.D.)

Such member(s) shall be placed on the member salary schedule contained in this article, effective with the start of the 2005-06 school year based upon step 0 of that schedule and the educational training of each involved member. Initial placement of any such new member would be step 0 of the salary schedule at the educational training level of such new member. Thereafter, movement on the salary schedule would be as is required by this contract and the Ohio Revised Code except that no teaching experience of current members will be used toward the longevity increments, nor will teaching experience previous to a new member's employment with Ashland City Schools be used towards the longevity increments.

B. Supplemental Salary Schedule

Supplemental Salary Schedule – Index Figured on Member's Salary Schedule Base.

- 1. Any instructional staff member involved in a negotiated extra duty activity, and whose participation is approved by the Board, shall receive compensation for that extra duty. (See Appendix Q for Supplemental Salary Schedule.)
- 2. Approval and compensation for activities added between negotiations may occur with the prior consent of the ACTA.
- 3. At the end of the supplemental duty period, the principal and the coach/advisor should have a conference to review the season/assignment.
- 4. Supplemental contracts shall be issued not later than the regularly scheduled Board meeting prior to the commencement of the supplemental duty. Contracts for positions that are not filled until after the start of such supplemental activity shall be extended at the earliest possible time, but in no case later than the next scheduled regular or special Board meeting.
- 5. All supplemental position openings shall be posted and filled in accordance with Article VII, Section E and Article V, Section G, 1, a.

C. Insurance Program

1. Health Insurance Coverage (Effective July 1, 2013)

- a. The Board shall continue to provide hospitalization, surgical, and major medical insurance, through a carrier licensed by the State of Ohio, for members and their dependents. For members employed at least 0.50 FTE, members shall pay 10% of the individual or family premium, whichever the member elects. In all cases, the employee premium contribution shall be calculated off of 100% of the expected claims level for the applicable plan year.

For members employed at least 0.20 but less than 0.50 FTE, the Board shall pay 50% of the individual or family premium, whichever the member elects, except that members who were employed during the 1993-94 school year for less than 0.50 FTE shall be eligible to receive such insurance (under the stated conditions) in accordance with paragraph 2 above.

- b. During the term of this Agreement, the health insurance plans (i.e., medical, pharmaceutical, dental and vision) in force at the District shall be those that are in effect as of July 1, 2011. The Medical Mutual, SuperMed Plus Plan attached hereto and made part of contract by reference.
- c. A member eligible for and enrolled in family coverage as of the enrollment period in December 2005 who declines all coverage (single and family) for a full calendar year (July 1 – June 30), and supplies written verification of coverage secured elsewhere, shall receive a one-time payment of thirty-five hundred dollars (\$3,500) at the second payroll in June and an added thirty-five hundred dollars (\$3,500) for each year (July 1 – June 30) thereafter if he/she declines in writing during the May enrollment period all coverage (single and family) with the District.

This waiver shall not apply where a member's spouse is also employed by the District.

2. The Board shall provide each member with a term life insurance policy providing for 1) a death benefit of fifty thousand dollars (\$50,000.00) and 2) an additional benefit of fifty thousand dollars (\$50,000.00) based upon accidental death and dismemberment coverage.
3. The Board shall provide, through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds specifications for each member and his/her eligible dependents. The full cost of this coverage and any increases thereof shall be paid by the Ashland City Board of Education.

4. General Provisions

a. Copies of Benefit Contract

The Board shall provide the Association president with one (1) copy of each signed contract entered into between the Board and the Insurance Company(ies) which provides the benefit(s) specified in this Contract. Copies of existing contract(s) shall be provided to the Association within twenty-four (24) hours of ratification of this Contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided to the Association within one (1) week after they are received by the Board.

b. Copies of Benefit Descriptions

Within thirty (30) days of the effective date of this Contract, the Board shall provide each member with a written description, prepared by the carrier, of each insurance plan provided by this Contract.

c. Benefit Description for New Employees

An employee employed after the effective date of this Contract shall be provided, at the time of employment, with a written description prepared by the carrier, of each insurance plan that provides benefits specified by this Contract.

d. Copies of Improvements in Existing Benefits

Within thirty (30) days of the effective date of any improvement(s) in an insurance plan provided by this Contract, each member shall receive a written description prepared by the carrier, of the improved plan.

e. Reserve Fund and Investments

Reports on the District's health insurance reserve fund(s) shall be given by the District at each Health Care Committee (HCC) meeting. Investment income from the assets of the fund shall be retained in the fund. Money in excess of the incurred but not reported (IBNR) reserve fund shall be set aside for premium fluctuation and activities in support of the purpose and mission of the HCC (e.g., incentives for completing annual health risk appraisals, reimbursement for fitness center membership and participation, etc.). The HCC shall make recommendations to the Treasurer of the Board of Education on the desired level of excess funding.

5 . Health Care Committee:

- a. The parties agree to establish a standing health care committee (hereafter referred to as the “HCC”). The purpose of the HCC is to gather and review information related to health insurance coverage and utilization and make recommendations to the negotiating teams regarding the effective management of health insurance costs and the improvement of employee health status. Information relative to these tasks include health plan certificates and riders, health plan funding information, health insurance consultant/agent and health plan procurement information, health plan performance reports, health risk programs of the District and health plans, and aggregate health risk appraisal/assessment information. All formal recommendations of the HCC shall be transmitted to each party of the HCC for further consideration.
- b. The mission statement of the HCC is to create within the workplace environment a forum whereby representative membership on the committee will engage in a continuing educational process and review of health insurance benefits on behalf of the employees and their dependents. The primary goals of the HCC shall be determined by consensus of committee members.
- c. The HCC has authority to request and gather relevant information, recommend the selection of a health insurance consultant/agent using an RFQ process, evaluate the performance of the health insurance consultant/agent and disseminate its recommendations to the negotiations teams. All recommendations of the HCC shall be made by consensus. The HCC shall be comprised of three (3) members of ACTA, three (3) members of OAPSE, one member of the Board of Education and the District Treasurer and Business Manager. Members, other than the Treasurer and Business Manager, shall be appointed by their respective groups for a term of three years. Teams shall attempt to stagger terms in the HCC so as to limit the turnover of two (2) or more members in any one group. Should a member become incapable of fulfilling their term, the appointing authority shall appoint a new member within thirty (30) calendar days of notification. As administrator of the health insurance plan, the Business Manager will chair the committee. In the event the Business Manager cannot fulfill those duties, an interim chair will be appointed by consensus of the committee.
- d. The HCC shall meet at least quarterly during the term of the Agreement. Minutes will be kept at each meeting which reflects HCC deliberations and recommendations. An annual report will be issued by the HCC that provides contextual information relative to District health plan costs, employee health status and HCC deliberations and recommendations.

- e. During the term of this Agreement, the HCC will create standards regarding health insurance and health care education, health insurance consultant/agent and health plan procurement, and health insurance consultant/agent and health plan evaluations. The implementation of such standards shall be contingent upon ratification/adoption by the respective parties.
6. Section 125 Plan (“Cafeteria Plan”)
- a. By November 1, 2005, the Board shall establish a “Cafeteria Plan” that is designed to (a) allow members who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, (b) allow members to elect to receive additional cash in lieu of Board paid health care coverage (as agreed to by the Board and the Association), and (c) allow members to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described in paragraph 3 below. In accordance with the foregoing, the Payment in Lieu of Insurance Coverage provisions of this Agreement shall be made through the Cafeteria Plan.
 - b. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code (“IRC”) Section 125 and applicable regulations. Accordingly, each member will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period of each year and may not be revoked during the current plan year unless there is a change in the member’s circumstances that, in accordance with IRC Section 125, permits the member to change his or her election under the plan (*e.g.*, divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer’s office.
 - c. Under the Cafeteria Plan, each member will be allowed to make a pre-tax “salary reduction” election up to a maximum amount of \$4,000 per year (exclusive of member contributions for health coverage), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129. In addition, each member will be allowed to make a separate pre-tax “salary reduction” election up to a maximum amount of \$3,600 per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (Under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another

employer. To comply with the requirement of IRC Section 125, amounts remaining in the FSAs at the end of each plan year will be forfeited. In the event a member separates from employment during a plan year with a remaining balance in the FSA account, the member may continue to receive reimbursements from the account through the end of that plan year.

- d. The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Treasurer's office and/or a third party administrator. All administrative fees and any other costs associated with the Plan will be offset by a service fee charged to each participating member's account. The Board shall be permitted to administer, interpret and operate the plan as the Board shall deem necessary for compliance with IRC Section 125 and applicable regulations (including proposed regulations) and rulings thereunder. To the extent required for compliance with IRC Section 125, the Board also may provide for restrictions on the timing of the benefit elections of members and dependents under the health care plans of the Board. The Board does not guarantee the tax consequences of the Cafeteria Plan or that reimbursements from the FSAs will be tax-free, and the Treasurer's office will report taxable income and prepare and file W-2 and other tax forms with governmental agencies as it believes it is required to do by law.

D. Tuition Reimbursement

This Board shall appropriate an \$35,000 in each year of this contract for the purposes of tuition reimbursement. These funds will be distributed to members taking courses that would assist them in the teaching profession or for advanced educational degrees or licensure/certification. The amount will be divided equally among members successfully completing ("C" or better) courses at accredited colleges and universities based on a semester credit hour prorated amount (1 ½ quarter hours = 1 semester hour) during the time period September 1 – August 31 of each year. Such funding would be limited to six (6) semester hours or nine (9) quarter hours per member per year.

Example: Thirty-five thousand dollars (\$35,000.00) divided by total eligible credit hours taken during the period September 1 – August 31 = \$ amount per semester credit hour times the number of hours submitted for approval. Reimbursement will not exceed the cost of courses taken by the member.

Members will turn in proof of successful completion ("C" or better) and a receipt prior to October 30. Members will receive no more than the cost of such courses taken during the aforementioned time period.

E. Other Compensation for Meetings

1. Meetings called by Administrators

a. Notice

No staff meetings shall be scheduled without at least three (3) days' notice, except in cases of emergency. Members shall be excused for contract supplemental duties requiring their presence elsewhere. Other reasonable requests for excusing a member shall be considered by the administrator.

b. Length of Meeting

A bargaining unit member will not be required to remain longer than one-half (1/2) hour beyond his/her normal scheduled departure time to attend a parent, staff, other meeting called by administrators, nor be required to arrive more than one-half (1/2) hour before their normal arrival time.

c. Day Restrictions

Except in case of emergency, no member shall be required to attend any meeting or event after the end of the student day of the last workday of any workweek.

d. Scheduled Building Meetings

No more than three (3) building level meetings shall be required before or after the teacher workday during a calendar month except for MFE, IEP, BLT, IAT or Section 504 meetings. Members may request an alternative/make-up meeting opportunity at a time outside of the contracted day which shall be granted by the principal/administrator.

e. Administrator-led Meetings Outside of Contracted Day Compensation.

Teachers will record participation in meetings of this section outside of the contracted day on a timesheet (Appendix R) to be submitted to the building principal/administrator by May 30th. Time shall be prorated up to a maximum of three (3) hours and thirty (30) minutes at the individual teacher's per diem rate.

ARTICLE X - EMPLOYMENT OF RETIREES AS TEACHERS

A. Definition of Retiree

A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by licensure/certification and background for public school teaching in Ohio, and who retired from service from a District in Ohio.

B. Where a Teaching Vacancy Exists

Where a teaching vacancy exists which the Board may fill by hiring a properly licensed/certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent.

C. A Retiree shall be paid

A Retiree shall be paid in accordance with the negotiated salary schedule and shall be placed on the salary schedule at least at Step 5 at the appropriate column based upon the teacher's education level.

D. A Retiree shall Receive

A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Negotiated Agreement regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.

E. A Retiree shall accumulate and may use sick leave

A Retiree shall accumulate and may use sick leave in accordance with the provisions of the Negotiated Agreement, but shall not be entitled to severance pay under the provisions of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

F. A Retiree shall not be entitled

A Retiree shall not be entitled to participate in Board insurances provided to the bargaining unit members under the provisions of the Negotiated Agreement, but shall receive a One Hundred Dollar (\$100.00) monthly reimbursement for documented insurance costs, if STRS provides medical coverage. If STRS discontinues all medical

insurance coverage of retirees and after the retiree has exhausted all COBRA benefits, the Board will provide coverage for the retiree per the Negotiated Agreement.

G. A Retiree shall not accumulate Seniority

A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the provisions of the Negotiated Agreement.

H. A Retiree is Eligible for a supplemental contract

A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes O.R.C. §3313.53.

I. A Retiree shall not be Eligible for benefits

A Retiree shall not be eligible for benefits regarding purchase of service credit that may be provided in the Negotiated Agreement.

J. Subject to these provisions

Subject to these provisions, retired teachers who are reemployed are part of the bargaining unit.

ARTICLE XI - SMALL GROUP INSTRUCTORS (SGI)

A. Only the following Articles of this Contract shall apply to SGI:

1. Article I
2. Article II
3. Article III, Sections B, C, D, E, J, K, M, N, O, P, Q, S, T, U, V, W, X, Y, Z, AA, AB AC
4. Article IV
5. Article V Sections A, B, C, D, E, G, H (except as limited herein), I, J (except as limited herein), K
6. Article VI
7. Article VII
8. Article VIII
9. Article IX, Sections B, C, D, E
10. Article X
11. Article XII
12. Appendices

B. Employment/Filling Vacancies

1. Each SGI will be notified of salaried teacher position openings including any and all summer postings. An SGI who desires salaried employment shall be considered and interviewed prior to any teacher new to Ashland City Schools.
2. If an SGI is subsequently hired to fill a non-SGI bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of experience including those years employed as an SGI.

However, such prior service shall not count for years of service for seniority purposes under Article V(H), Reduction in Force. Seniority under Article V(H), Reduction in Force, shall begin to accrue upon transfer to the new position.

C. Contract Status and Layoff Procedures:

1. SGI contracts are one-year limited contracts. The evaluation/nonrenewal provisions of 3319.11 ORC and 3319.111 ORC shall apply to SGI, specifically including that the SGI must be notified of nonrenewal and given reasons in writing by the Superintendent.
2. Seniority shall be determined in the same manner as outlined in Article V(J). Additionally, if an SGI has taught in Ashland City Schools, the tutoring and teaching time should be added together to determine seniority. SGI's are on a seniority and recall list separate from salaried members of the bargaining unit.

D. Salary

SGI's shall receive \$21.00 an hour.

E. Use of SGI's both the Board of Education and ACTA recognize the value and unique circumstances involving the use of SGI's. It is not the intent to use SGI's as regular classroom teachers. However, to meet certain needs, the parties agree to the following parameters on the use of SGI's:

1. Absent urgent circumstances, an SGI shall not replace or be used in place of a regular classroom teacher. (For example, an SGI may be used when a teacher will be temporarily absent from the classroom and no substitute can be obtained.)
2. Any SGI used in place of a regular classroom teacher will be compensated at the SGI rate plus an additional Twenty-Five Dollars (\$25.00) for one-half day and Fifty Dollars (\$50.00) for a full day on a timesheet basis.
3. Any SGI temporarily replacing a classroom teacher due to exigent circumstances will return to SGI duty and the regular teacher will resume classroom duties upon return.

4. Any SGI will not be used to cover teacher prep periods or other teacher's lunch period, to cover lunchtime duties, to work with groups larger than ten (10) students, to move to another building to assist with testing or any other duties so as to diminish the services within the building in which they are regularly assigned, or any other duties that do not fall under the purpose stated above.
5. Other jobs and duties shall be per the job description of the SGI on August 9, 2013.
- F. If Title I funding will not continue to support the program, SGI may be released from employment without further process.

ARTICLE XII - DURATION OF AGREEMENT

The terms and conditions of this Contract shall be effective on July 1, 2013, and shall continue in full force and effect until June 30, 2016, at which time it shall expire.

The terms and conditions as set forth in this Contract indicates the understanding that exists between the parties to this Contract; however, it is further agreed that nothing contained in said Contract should be interpreted to deny the Association or the members of any rights, benefits, privileges, etc., that might be forthcoming as the result of laws of the State of Ohio or interpretation(s), rulings and precedence of such laws.

Any and all provisions of the immediately preceding contract that existed between the Board and the Association and that were not a part of the agenda for negotiations shall be brought forward in their existing form and content and shall be a part of this new successor contract.

Any Memorandum of Understanding not specifically renewed or incorporated in this Collective Bargaining Agreement shall be void upon the ratification of this Agreement.

In Witness Whereof, the parties executed this Contract on the 16th day of February, 2015.

ASHLAND CITY BOARD OF EDUCATION

By

Date

By

Date

By

Date

ASHLAND CITY TEACHERS ASSOCIATION

By

Date

By

Date

Grievance Report Form
(To be filed in triplicate)

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

LEVEL ONE
(Submitted to Immediate Supervisor)

A. Date cause of grievance occurred _____

B. 1. Statement of grievance:

2. Relief sought:

C. _____
Signature of Aggrieved _____ Date _____

D. Disposition by supervisor:

Signature of Supervisor _____ Date _____

LEVEL TWO
(Submitted to Superintendent)

A. Position of Aggrieved or Association:

Signature of Aggrieved _____ Date _____

B. Disposition by Superintendent (or designee):

Signature of Superintendent or designee _____ Date _____

LEVEL THREE
(Submitted to Board of Education)

A. Position of Aggrieved or Association:

Signature of Aggrieved

Date

B. Disposition by Board of Education:

Signature of President of Board of Education

Date

LEVEL FOUR
(Submitted to Arbitrator)

A. Position of Aggrieved or Association:

Signature of Aggrieved

Date

B. Disposition of the Arbitrator:

Signature of the Arbitrator

Date

REQUEST FOR VOLUNTARY TRANSFER

Name _____ Date _____

Current Position: (List grade, subject, and building)

Position Sought: (List grade, subject, and building)

Superintendent's Response: (Approval, denial with reasons, postponement with reasons)

APPLICATION FOR LEAVE OF ABSENCE

NAME _____ DATE _____

SCHOOL OR DEPARTMENT _____

I hereby request a Leave of Absence without pay beginning
ending

Month	Day	Year	Month	Day	Year
-------	-----	------	-------	-----	------

for the reason checked below:

☐ Illness*	☐ Professional Educational Study*
☐ Other disability*	☐ Personal Reasons*
☐ Maternity/Paternity*	☐ Other (please specify)
☐ Military*	

The applicant is advised to examine and comply with applicable provision of the Negotiated Agreement before submitting such application.

Other required information: _____

*Without pay (insurance continues by submitting premium to treasurer).

Applicant's Signature☐ Approved ☐ Disapproved

Superintendent
(per Board of Education resolution)

ASHLAND CITY SCHOOLS

Revised November 2013

REQUEST FOR ABSENCE FORM

NAME _____ SCHOOL / DEPT _____

Please print

EMPLOYEE JOB TITLE _____

DATE(S) OF ABSENCE _____ TOTAL DAYS OFF _____

(DO NOT put more than one week absence per form)☐ **Personal Illness / Injury / Medical Appointment**☐ **Family Illness / Injury / Medical Appointment** Name & Relationship (Optional) _____☐ **Family Death***☐ Immediate Family or ☐ Other Relative Name & Relationship (Optional) _____☐ **Vacation Days (if applicable)**☐ **Personal Leave (please check one below)**☐ Unrestricted☐ Restricted (cannot be conducted during non-school hrs)☐ Restricted (observance of religious holiday)☐ Restricted (unanticipated emergency)☐ **Jury Duty** Attach documentation & send court check.☐ **Due to Assault** *State nature of injury justifying absence for assault. If medical attention is required, attach licensed physician's written statement of nature & duration of injury.☐ **Other** (if Union Business, please explain in "Employee Explanation" area)**Employee Explanation / Clarification**
(Optional)

*As defined in each Association's Collective Bargaining Agreement

I hereby verify that this absence was due to the reason checked and/or as explained or clarified. I request that this absence be authorized in accordance with the rules and regulations of the Ashland Board of Education.

Employee _____ Date _____

Signature

Building Principal / Supervisor Date _____ ☐ Approved ☐ Unapproved_____
Business Manager - Classified Date _____ ☐ Approved ☐ Unapproved_____
Superintendent -- Licensed / Certified Date _____ ☐ Approved ☐ Unapproved

Press Hard You Are Making Four (4) Copies

WHITE (ORIGINAL) PAYROLL

YELLOW CENTRAL OFFICE

PINK DEPT. / SCHOOL

GOLDEN ROD EMPLOYEE

NOTICE AS TO TEACHER'S SALARY

Ashland City School District
Ashland, Ohio

TO _____	DATE _____
LIMITED	NEW
	RENEWAL
	CONTINUING

The Board of Education of the Ashland City School District, Ashland County, Ohio, notifies you that your salary for the school year which will begin _____, 20____ will be _____ dollars.

Payable in twenty-six (26) installments every two weeks,

Beginning _____, 20____

Ending _____, 20____

THE BOARD OF EDUCATION

TRAINING OR DEGREE	DEGREE HOURS	ADDITIONAL HOURS
--------------------	--------------	------------------

Years of Experience

Outside Ashland _____

In Ashland _____

Military Service _____

Total Years Experience _____

Credit Allowed _____

Base Salary _____

Special Service Allowance _____

TOTAL SALARY _____

Revised Code Section 3319.12: Each Board of Education shall cause notice to be given annually not later than July 1 to each teacher who holds a contract valid for the succeeding year, as to the salary to be paid such teacher during such year.

ASHLAND CITY SCHOOLS
Ashland, Ohio 44805

TEACHER'S CONTRACT -- CONTINUING

1. An AGREEMENT entered into between the BOARD OF EDUCATION of the Ashland City School District, Ashland County, Ohio, and _____, who, holding a PROFESSIONAL, PERMANENT, or LIFE CERTIFICATE, hereby agrees to teach in the public schools of said District from the date of this Contract until _____ he resigns, elects to retire, is retired pursuant to Section 3307.37 of the Revised Code, or until this Contract is terminated or suspended as provided by law. The parties agree to abide by the Rules and Regulations of the Ashland City Board of Education now in effect or hereinafter adopted for the government of the Schools of said District.
2. In consideration of the services rendered by the TEACHER, the BOARD OF EDUCATION agrees to pay said TEACHER an annual salary as prescribed by the salary schedule of the School District now existing or hereafter adopted in twenty-six (26) equal installments.
3. The initial compensation to be paid under this Contract, for regular teaching duties, according to existing salary schedules, shall be as set forth in the salary notification which is attached hereto and made a part hereof.
4. In accordance with Section 3319.12 of the Revised Code, said BOARD OF EDUCATION shall cause notice to be given annually not later than July 1 as to the salary to be paid said TEACHER during the next succeeding school year.
5. The days of employment shall be in number according to the negotiation agreement with the Ashland City Teachers Association.
6. The duties of the TEACHER shall be the regular teaching duties of a/an _____ (elementary, middle school and/or senior high) teacher.
7. And it is further agreed that the provisions of Section 3319.15 (termination of contract by teachers) and Section 3319.31 (certificate of teachers) of the Revised Code of Ohio and the obligations of the TEACHER and the BOARD OF EDUCATION under the Teachers' Retirement Laws of Ohio are a part of this Contract.
8. This CONTINUING CONTRACT was approved by the Board of Education of the Ashland City School District, Ashland County, Ohio, at the meeting held _____, _____.

This CONTINUING CONTRACT shall become effective when signed by the TEACHER and approved by the BOARD OF EDUCATION.

THE BOARD OF EDUCATION

Accepted this _____ day of _____, _____.

TEACHER

Please sign both copies, retain the original for your file, and return the copy to the treasurer of the Board of Education by the _____ day of _____, _____.

ASHLAND CITY SCHOOLS
Ashland, Ohio 44805

TEACHER'S CONTRACT -- LIMITED

1. This AGREEMENT entered into between the BOARD OF EDUCATION of the Ashland City School District, Ashland County, Ohio, and _____, who hereafter agrees to teach in the Public Schools of said District for a _____-year term beginning on _____, _____, and ending on _____, _____. The parties agree to abide by the policies and implementing Rules and Regulations of the Ashland City Board of Education now in effect or hereinafter adopted for the government of the Schools of said District, and said policies and implementing Rules and Regulations will be made available to the TEACHER.
2. In consideration of the services rendered by the TEACHER, the BOARD OF EDUCATION agrees to pay said TEACHER an annual salary as prescribed by the salary schedule of the School District now existing or hereafter adopted in twenty-six (26) equal installments.
3. The initial compensation to be paid under this Contract, for regular teaching duties, according to existing salary schedules, shall be as set forth in the salary notification which is attached hereto and made a part hereof.
4. In accordance with Section 3319.12 of the Revised Code, said BOARD OF EDUCATION shall cause notice to be given annually not later than July 1 as to the salary to be paid said TEACHER during the next succeeding school year.
5. The days of employment shall be in number according to the negotiation agreement with the Ashland City Teachers Association.
6. The duties of the TEACHER shall be the regular teaching duties of a/an _____ (elementary, middle school and/or senior high) teacher.
7. And it is further agreed that the provisions of Section 3319.15 (termination of contract by teachers) and Section 3319.22-3319.31 (certificate of teachers) of the Revised Code of Ohio and the obligations of the TEACHER and the BOARD OF EDUCATION under the Teachers' Retirement Laws of Ohio are a part of this Contract.
8. This LIMITED CONTRACT was/will be approved by the Board of Education of the Ashland City School District, Ashland County, Ohio, at the meeting held/to be held _____, _____.

This LIMITED CONTRACT shall become effective when signed by the TEACHER and approved by the BOARD OF EDUCATION.

THE BOARD OF EDUCATION

Accepted this ____ day of _____, ____.

TEACHER

Please sign both copies, retain the original for your file, and return the copy to the treasurer of the Board of Education by the _____ day of _____, _____.

BOARD OF EDUCATION
ASHLAND CITY SCHOOLS
Ashland, Ohio 44805

SUPPLEMENTAL CONTRACT LIMITED

This limited contract entered into by and between _____ of _____ (city), Ohio, hereinafter referred to as "Teacher", and the Ashland City Board of Education of Ashland, Ashland County, Ohio, hereinafter referred to as "Board", WITNESSETH:

In addition to Teacher's regular teaching duties, said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board:

_____.
The parties agree to abide by and maintain the rules and regulations adopted by such Board. Such additional duties shall be performed by Teacher during the 20__-20__ year period.

In consideration of the duties to be performed by said Teacher, the Board promises and agrees to pay Teacher the sum of \$_____ annually, payable as follows:

This limited contract entered into at _____, Ohio, this ____ day of _____, _____.

(Please sign all copies --
retain the original and
return all others to the
Superintendent's office.)

Teacher

BOARD OF EDUCATION

Ashland City Schools

Record of Member Performance Supplemental Responsibilities

Name_____

Date_____

Activity_____

Building_____

- I. Areas of Satisfactory Performance** - All areas of the particular job responsibility that are being performed in a satisfactory manner are to be indicated below.

- II. Specific Area(s) Where Improvement is Required** - The area(s) to be improved should be decided upon by the member and the evaluator and shall be clearly and carefully defined. If no area(s) for improvement are identified, this should be so noted.

- III. Specific Plans for Improvement** - The method or program by which the improvement will be accomplished should be agreed upon by the member and evaluator. This program for improvement should be directly related to the area(s) identified in Section II above. (Additional pages may be used.)

- IV. Status of Previously Identified Area(s) for Improvement** - The evaluator, as a result of follow-up observations, should note the status of the program of improvement, i.e., satisfactorily completed, program to continue, program partially completed, etc. It is necessary that the involved member have a clear understanding of what remains to be accomplished or that the program has been satisfactorily concluded.

V. Evaluator's Recommendation - (when appropriate)

- ☐ Performance meets District Standards
☐ Performance meets District Standards - Program for Improvement (Section IV above)
should be continued
☐ Performance does not meet District Standards

VI. Comments by the Member

The member's signature indicates that all phases of the evaluation have been conducted with the full knowledge of the member, but does not necessarily indicate concurrence with the content of the evaluation.

Member's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Ashland City Schools
Ashland, Ohio

NOTIFICATION OF INTENT TO ATTEND PROFESSIONAL MEETING

To be submitted to the Director of Educational Services office thirty (30) days prior to the date leave is to commence.

Date Submitted: _____

To: Principal/Immediate Supervisor
Director of Educational Services

Application is made to attend the following professional meeting:

_____ State _____ National _____ Other (Check One)

Type of Meeting: _____
Conference - Workshop - Institute - Convention

To be held at: _____
(Give the total address)

Date(s) of Meeting: _____
(List days to include time traveling to and from)

Sponsoring Organization: _____

PLEASE CHECK REASON FOR ATTENDANCE

- | | |
|---|--|
| <p>_____ 1. District program needs</p> <p>_____ 2. Building program needs</p> <p>_____ 3. Member of the organization</p> <p>_____ 4. Participant in the program</p> | <p>_____ 5. Delegate to the meeting representing
(list organization) _____</p> <p>_____ 6. Attendance requested by _____</p> <p>_____ 7. Other (explain) _____</p> |
|---|--|

MEETING EXPENSES:

ESTIMATED

FINAL

1. Registration	\$ _____	\$ _____	
2. Lodging	\$ _____	\$ _____	
3. Meals	\$ _____	\$ _____	
4. Travel -- note method as:			
Private Vehicle _____ Mileage _____			
Commercial Air _____			
Other _____	\$ _____	\$ _____	
5. Miscellaneous -- note items	\$ _____	\$ _____	
6. Total expenses	\$ _____	\$ _____	

Signature of Applicant

Date

I have evaluated the request in terms of the needs of this building/office and do recommend that it be approved.

Signature - Principal Date

Signature - Director of Educational Services Date

EMERGENCY SECURITY PROGRAM
(Sick Leave Pool)
DONATION AND APPLICATION FORM

Name _____
School _____

Date _____

D I hereby donate one (1) day of my accumulated sick leave so that I may be involved
O in the Emergency Security Program. I have also read the guidelines of the program
N and understand the intent of the program.
A
T
I
O
N

Signature of Donator

NOTE: The remainder of this form is completed only when the member wishes to
utilize sick leave days available in the Emergency Security Program.

_____ New Application _____ Renewal Application

A Reason(s) for Making Application: _____
P _____
P _____
L _____
I _____
C _____
A Expiration Date of accrued and/or advance sick leave: _____
T _____
I _____
O _____
N Name and address of attending physician(s): _____

Expected date of return to work: _____

Signature of Applicant

Appendix L

Members' Salary Schedule Index (Effective July 1, 2013)

	BA	+10	150 HR +20	MA	+10	+20	+30	+40	P.H.D./ ED
Step 0	1.0000	1.0300	1.0600	1.1000	1.1400	1.1800	1.2200	1.2600	1.3000
Step 1	1.0400	1.0700	1.1000	1.1500	1.1900	1.2300	1.2700	1.3100	1.3500
Step 2	1.0800	1.1100	1.1400	1.2000	1.2400	1.2800	1.3200	1.3600	1.4000
Step 3	1.1200	1.1500	1.1800	1.2500	1.2900	1.3300	1.3700	1.4100	1.4500
Step 4	1.1600	1.1900	1.2200	1.3000	1.3400	1.3800	1.4200	1.4600	1.5000
Step 5	1.2000	1.2300	1.2600	1.3500	1.3900	1.4300	1.4700	1.5100	1.5500
Step 6	1.2400	1.2700	1.3000	1.4000	1.4400	1.4800	1.5200	1.5600	1.6000
Step 7	1.2800	1.3100	1.3400	1.4500	1.4900	1.5300	1.5700	1.6100	1.6500
Step 8	1.3200	1.3500	1.3800	1.5000	1.5400	1.5800	1.6200	1.6600	1.7000
Step 9	1.3600	1.3900	1.4200	1.5500	1.5900	1.6300	1.6700	1.7100	1.7500
Step 10	1.4000	1.4300	1.4600	1.6000	1.6400	1.6800	1.7200	1.7600	1.8000
Step 11	1.4400	1.4700	1.5000	1.6500	1.6900	1.7300	1.7700	1.8100	1.8500
Step 12	1.4800	1.5100	1.5400	1.7000	1.7400	1.7800	1.8200	1.8600	1.9000
Step 13			1.5800	1.7500	1.7900	1.8300	1.8700	1.9100	1.9500
Step 14				1.8000	1.8400	1.8800	1.9200	1.9600	2.0000
Step 19	1.5200	1.5500	1.6200	1.8500	1.8900	1.9300	1.9700	2.0100	2.0500
Step 24	1.5600	1.5900	1.6600	1.9000	1.9400	1.9800	2.0200	2.0600	2.1000
Step 27	1.6000	1.6300	1.7000	1.9500	1.9900	2.0300	2.0700	2.1100	2.1500

Members' Salary Schedule – Effective July 1, 2013

	BA	+10	150HR +20	MA	+10	+20	+30	+40	P.H.D./ ED
Step 0	31,946	32,904	33,862	35,140	36,418	37,696	38,974	40,251	41,529
Step 1	33,223	34,182	35,140	36,737	38,015	39,293	40,571	41,849	43,126
Step 2	34,501	35,460	36,417	38,335	39,612	40,891	42,168	43,446	44,724
Step 3	35,779	36,737	37,696	39,932	41,210	42,488	43,765	45,043	46,321
Step 4	37,057	38,015	38,974	41,529	42,807	44,085	45,362	46,640	47,918
Step 5	38,335	39,293	40,252	43,126	44,404	45,682	46,960	48,238	49,516
Step 6	39,612	40,571	41,529	44,724	46,002	47,279	48,557	49,835	51,113
Step 7	40,890	41,849	42,807	46,321	47,599	48,877	50,155	51,432	52,710
Step 8	42,168	43,126	44,084	47,918	49,196	50,474	51,752	53,030	54,307
Step 9	43,446	44,404	45,362	49,516	50,793	52,071	53,349	54,627	55,905
Step 10	44,724	45,682	46,641	51,113	52,391	53,669	54,946	56,224	57,502
Step 11	46,002	46,960	47,919	52,710	53,988	55,266	56,544	57,821	59,099
Step 12	47,279	48,238	49,197	54,307	55,585	56,863	58,141	59,419	60,697
Step 13			50,474	55,905	57,183	58,460	59,738	61,016	62,294
Step 14				57,502	58,780	60,058	61,335	62,613	63,891
Step 19	48,557	49,516	51,752	59,099	60,377	61,655	62,933	64,211	65,488
Step 24	49,834	50,793	53,029	60,697	61,974	63,252	64,530	65,808	67,086
Step 27	51,113	52,071	54,308	62,294	63,572	64,849	66,127	67,405	68,683

- Note: (applicable to Part 3.c.)
- Columns listed as BS+10, BS+20, or 150 HR.#20, etc., are in Semester Hours. Members attending universities or colleges on the "quarter hour" system should multiply 2/3 times their quarter hours to compute hours for salary purposes.
 - The Board of Education reserves the right to revise the above schedule as per Ohio law and local agreements.
 - Experience for Steps 0-14 defined in Accordance with Article IX, Section A, Part 6c.
 - Steps 19, 24, and 27 are for the purpose of longevity increments and experience shall be defined as total teaching experience in any chartered public or chartered private school.
 - To qualify for the Ph.D./Ed.D. column such degree must be from an accredited institution and must be directly related to licensed/certified teaching field(s) and/or education.
 - In addition to the above schedule, an additional five percent (5%) of salary is paid into the teachers' retirement plan by the Ashland City Schools.

Appendix N

Members' Salary Schedule – Effective July 1, 2015

	BA	+10	150HR +20	MA	+10	+20	+30	+40	P.H.D./ ED
Step 0	31,946	32,904	33,862	35,140	36,418	37,696	38,974	40,251	41,529
Step 1	33,223	34,182	35,140	36,737	38,015	39,293	40,571	41,849	43,126
Step 2	34,501	35,460	36,417	38,335	39,612	40,891	42,168	43,446	44,724
Step 3	35,779	36,737	37,696	39,932	41,210	42,488	43,765	45,043	46,321
Step 4	37,057	38,015	38,974	41,529	42,807	44,085	45,362	46,640	47,918
Step 5	38,335	39,293	40,252	43,126	44,404	45,682	46,960	48,238	49,516
Step 6	39,612	40,571	41,529	44,724	46,002	47,279	48,557	49,835	51,113
Step 7	40,890	41,849	42,807	46,321	47,599	48,877	50,155	51,432	52,710
Step 8	42,168	43,126	44,084	47,918	49,196	50,474	51,752	53,030	54,307
Step 9	43,446	44,404	45,362	49,516	50,793	52,071	53,349	54,627	55,905
Step 10	44,724	45,682	46,641	51,113	52,391	53,669	54,946	56,224	57,502
Step 11	46,002	46,960	47,919	52,710	53,988	55,266	56,544	57,821	59,099
Step 12	47,279	48,238	49,197	54,307	55,585	56,863	58,141	59,419	60,697
Step 13			50,474	55,905	57,183	58,460	59,738	61,016	62,294
Step 14				57,502	58,780	60,058	61,335	62,613	63,891
Step 19	48,557	49,516	51,752	59,099	60,377	61,655	62,933	64,211	65,488
Step 24	49,834	50,793	53,029	60,697	61,974	63,252	64,530	65,808	67,086
Step 27	51,113	52,071	54,308	62,294	63,572	64,849	66,127	67,405	68,683

- Note: (applicable to Part 3.c.)
- Columns listed as BS+10, BS+20, or 150 HR.#20, etc., are in Semester Hours. Members attending universities or colleges on the "quarter hour" system should multiply 2/3 times their quarter hours to compute hours for salary purposes.
 - The Board of Education reserves the right to revise the above schedule as per Ohio law and local agreements.
 - Experience for Steps 0-14 defined in Accordance with Article IX, Section A, Part 6c.
 - Steps 19, 24, and 27 are for the purpose of longevity increments and experience shall be defined as total teaching experience in any chartered public or chartered private school.
 - To qualify for the Ph.D./Ed.D. column such degree must be from an accredited institution and must be directly related to licensed/certified teaching field(s) and/or education.
 - In addition to the above schedule, an additional five percent (5%) of salary is paid into the teachers' retirement plan by the Ashland City Schools.

ASHLAND CITY SCHOOL DISTRICT MILEAGE REPORT

NAME _____

DATE _____ BLDG _____ REQ/PO _____

[illegible]

TOTAL MILES DRIVEN _____ X CURRENT IRS RATE _____ = \$ _____

EMPLOYEE SIGNATURE _____ DATE _____

BLDG. ADMINISTRATOR/SUPERVISOR SIGNATURE_____

Appendix P

<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>ATHLETICS</u>				
<u>Baseball</u>				
Head Varsity	1	.13	.15	.17
Assistant	2	.09	.10	.11
9th Grade	1	.07	.08	.09
<u>Basketball (Boys)</u>				
Head Varsity	1	.19	.21	.24
Assistant Varsity	2	.11	.13	.15
9th Grade	1	.08	.09	.10
8th Grade	2	.07	.08	.09
7th Grade	2	.07	.08	.09
5 th & 6 th Grade	1	.035	.04	.045
<u>Basketball (Girls)</u>				
Head Varsity	1	.19	.21	.24
Assistant Varsity	2	.11	.13	.15
9 th Grade	1	.08	.09	.10
8 th Grade	2	.07	.08	.09
7 th Grade	2	.07	.08	.09
5 th & 6 th Grade	1	.035	.04	.045
<u>Cross Country (Boys)</u>				
Head Varsity	1	.10	.11	.13
Assistant Varsity	1	.06	.07	.08
Middle School	1	.05	.06	.07
Middle School Assistant	1	.045	.055	.065

Appendix P

<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>Cross Country (Girls)</u>				
Head Varsity	1	.10	.11	.13
Assistant Varsity	1	.06	.07	.08
Middle School	1	.05	.06	.07
Middle School Assistant	1	.045	.055	.065
<u>Football</u>				
Head Varsity	1	.19	.21	.24
Assistant Varsity	6	.11	.13	.15
9 th Head Coach	1	.08	.09	.10
9 th Assistant	2	.07	.08	.09
7 th & 8 th Head	2	.07	.08	.09
7 th & 8 th Assistant	4	.06	.07	.08
5 th & 6 th	1	.035	.04	.045
<u>Golf</u>				
Head	1	.13	.15	.17
Assistant Varsity (Boys)	1	.06	.07	.08
Assistant Varsity (Girls)	1	.06	.07	.08
<u>Soccer</u>				
Head Varsity (Boys)	1	.13	.15	.17
Assistant Varsity (Boys)	2	.09	.10	.11
Head Varsity (Girls)	1	.13	.15	.17
Assistant Varsity (Girls)	2	.09	.10	.11
<u>Softball Coaches</u>				
Head Varsity	1	.13	.15	.17
Assistant	2	.09	.10	.11
9 th Grade	1	.07	.08	.09
<u>Swimming</u>				
Head, Boys & Girls	1	.13	.15	.17
Assistant, Boys & Girls	1	.09	.10	.11

Appendix P

<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>Tennis</u>				
Boys Head Varsity	1	.10	.11	.13
Girls Head Varsity	1	.10	.11	.13
Boys Assistant Varsity	1	.06	.07	.08
Girls Assistant Varsity	1	.06	.07	.08
<u>Track</u>				
Boys Head Varsity	1	.13	.15	.17
Girls Head Varsity	1	.13	.15	.17
Boys Assistant Varsity	2	.09	.10	.11
Girls Assistant Varsity	2	.09	.10	.11
Head Middle School Boys	1	.06	.07	.08
Head Middle School Girls	1	.06	.07	.08
Girls' Assistant Middle School	1	.045	.055	.065
Boys' Assistant Middle School	1	.045	.055	.065
Indoor Track (1 for girls, 1 for boys)	2	.045	.055	.065
<u>Volleyball</u>				
Head Varsity	1	.13	.15	.17
Assistant Varsity	2	.09	.10	.11
Middle School	2	.05	.06	.07
<u>Wrestling</u>				
Head Varsity	1	.15	.17	.19
Assistant Varsity	3	.09	.10	.11
Middle School	1	.06	.07	.08
Middle School Assistant	1	.055	.065	.075
5th & 6th Grade	1	.035	.04	.045

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<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>Support Positions</u>				
Equipment Manager	1	.11	.13	.15
Varsity Football Cheerleader Advisor	1	.045	.055	.065
Varsity Basketball Cheerleader Advisor	1	.045	.055	.065
9 th Grade Football Cheerleader Advisor	1	.025	.03	.04
9 th Grade Basketball Cheerleader Advisor	1	.025	.03	.04
Middle School Football Cheerleader Advisor	1	.025	.03	.04
Middle School Basketball Cheerleader Advisor	1	.025	.03	.04
High School Faculty Manager	2	.08	.10	.12
Middle School Faculty Manager	1	.08	.10	.12
Director of Sweet 16	1	.045	.055	.065
Assistant Dir. of Sweet 16	1	.03	.04	.05
Weight Room Supervisor	1 #	.035	.04	.045
<u>Intramurals</u>				
Middle School	8	.035	.04	.045
The intramural activities provided will be determined by student interest and mutually agreed upon by the administration and the ACTA.				
Sr. High (These 3 positions include Ski Club.)	3	.035	.04	.045

= 1 per season

Appendix P

<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>Music</u>				
<u>Band</u>				
Director, Marching (Sr. High)	1	.19	.21	.24
Sr. High Assistant Marching Band	2	.07	.08	.09
Symphonic Band Director	1	.095	.105	.12
Concert Band Director	1	.055	.065	.075
Middle School	1	.055	.06	.065
Jazz Band A	1	.06	.07	.08
Jazz Band B	1	.03	.04	.05
Middle School Jazz Band	1	.03	.04	.05
Elementary Band	1	.02	.025	.03
<u>Orchestra</u>				
Director	1	.08	.09	.10
<u>Choral</u>				
A Capella Choir	1	.07	.08	.09
Middle School Choir	1	.04	.045	.05
Middle School Ensemble	1	.03	.04	.05
High School Sing and Swing Company	1	.03	.04	.05
Elementary Choir (one per building)	1	.02	.025	.03
High School Symphonic Choir	1	.03	.04	.05

Appendix P

<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>Academic Organizations</u>				
Latin Club	1	.025	.03	.035
Spanish Club	1	.025	.03	.035
French Club	1	.025	.03	.035
National Honor Society	1	.025	.03	.035
T.N.T.	1	.025	.03	.035
Power of Pen	1	.025	.03	.035
Mock Trial	1	.035	.04	.045
<u>Academic Team Advisor</u>				
Middle School	1	.035	.04	.045
Senior High	1	.035	.04	.045
<u>Audio Visual Director</u>				
Sr. High	1	.025	.03	.035
Middle School	1	.025	.030	.035
<u>Channel 72</u>				
Programming Coordinator	1	.08	.09	.10
<u>Auditorium Managers</u>				
Little Theater	1	.08	.09	.10
McDowell Auditorium	1	.08	.09	.10
<u>Building Supervision</u>				
Middle School A.M.	2	.04	.045	.05
Middle School P.M.	1	.06	.07	.08
Elementary A.M.		.03	.035	.04
Elementary P.M.		.03	.035	.04
Sr. High Bus Supervisor (A.M. & P.M.)	2	.10	.11	.12

Appendix P

<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>Class Advisor</u>				
Senior Class	1	.06	.07	.08
Junior Class	1	.06	.07	.08
<u>Curriculum Writing</u>				
		.01 .005	per year course per semester course	
<u>Department Chairpersons</u>				
<u>Elementary</u>				
Building Chairpersons (One per building)	5	.04	.045	.05
Building Science Coordinator		.025	.03	.035
Grade Level Facilitators	16	.03	.04	.05
<u>High School Department Chairpersons</u>				
English	1	.06	.07	.08
Math	1	.06	.07	.08
Science	1	.06	.07	.08
Social Studies	1	.06	.07	.08
<u>High School</u>				
Career Coordinator	1	.025	.03	.035
<u>Middle School Department Chairpersons</u>				
English	1	.04	.05	.06
Math	1	.04	.05	.06
Science	1	.04	.05	.06
Social Studies	1	.04	.05	.06
Special Education	1	.04	.05	.06

Appendix P

<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>Secondary Department Chairpersons</u>				
Business Education	1	.06	.07	.08
Foreign Language	1	.06	.07	.08
Industrial Arts	1	.06	.07	.08
Career Tech	1	.06	.07	.08
<u>System-Wide</u>				
Art	1	.06	.07	.08
Physical Education	1	.06	.07	.08
Guidance	1	.06	.07	.08
Special Education	1	.06	.07	.08
Music	1	.06	.07	.08
<u>Dramatics-Debate</u>				
Play Directors:				
Spring Play	1	.05	.055	.06
Fall Play	1	.05	.055	.06
Middle School Play	1	.04	.045	.05
Technical Director	1 per each of above play	.01	.015	.02
Forensics/Speech	1	.06	.065	.07
<u>Outdoor Education</u>				
Director	1	.08	.09	.10
<u>Productions</u>				
<u>Follies</u>				
Director	1	.045	.05	.055

Appendix P

<u>Activity</u>	<u>Number of Positions</u>	<u>Years of Responsibility</u>		
		<u>1-2</u>	<u>3-4-5</u>	<u>6 and over</u>
<u>May Fiesta</u>				
Director	1	.06	.07	.08
Stage Director	1	.045	.05	.055
Choreographer	1	.035	.04	.04
Technical Director	1	.02	.025	.03
<u>Musical</u>				
Director of Production	1	.055	.065	.075
Choral Director	1	.04	.045	.055
Stage Director	1	.04	.045	.055
Choreographer	1	.04	.045	.055
Technical Director	1	.04	.045	.055
Orchestra Director	1	.04	.045	.055
<u>Publications</u>				
The GUIDE (yearbook)	1	.11	.12	.13
The PANORAMA (newspaper)	1	.06	.07	.08
<u>School Safety</u>				
<u>Patrol Advisor</u>				
Elementary Schools	1 for each elementary school	.025	.03	.035
<u>Student Council Advisors</u>				
Senior High	1	.045	.055	.065
Middle School	1	.035	.04	.045
Saturday Detention Program	1 or 2 (need to be determined by the principal on a weekly basis)	.0006 per hour – salary schedule BA-0 amount		

Appendix P

The Board and Association agree that the provisions of ORC 3319.12 will be adhered to as it may impact upon this Supplemental Salary Schedule. Said section shall be considered to be a part of this Agreement as it applies to Article IX, Section B, only.

NOTE: All forms in the body of the contract will be moved to the Appendix section of the successor contract.

Appendix Q

BUILDING: _____

EMPLOYEE _____
BLDG. PRINCIPAL _____
CENTRAL OFFICE _____

**ASHLAND CITY SCHOOLS
DISTRICT NETWORK AND INTERNET ACCESS GUIDELINES**

The purpose of this document is to provide administrative guidelines for district network and Internet access for educational purposes. This access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

All staff members will have access to the district network. This will connect all computers available for staff use to a server located in the district. This district network serves a limited educational purpose (e.g., word processing, data base, educational software and library access).

Definitions:

As defined by this policy, the term technology includes, but is not limited to: all computers, printers, scanners, peripheral equipment; networks; Internet resources including electronic mail and file transfer protocol; multimedia, video, laser, cable, TV, telephone, and fax equipment; all software and files, including all user files generated from the use of resources listed herein; as well as the supplies used to maintain technology.

The term “staff” includes teachers, paraprofessionals, administrators, permanent substitutes and any adult responsible for supervising students. The term “user” includes staff members and anyone who makes use of the District’s technology. Substitutes hired on a per diem basis are not eligible for Internet use privileges.

The intent of these guidelines is to ensure compliance with all district network and Internet acceptable use policies approved by the District:

District Network:

A. The use of the district network is a privilege which may be revoked. Appropriate reasons for revoking privileges include, but are not limited to, the altering of the system software and the placing of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages. The District reserves the right to remove files and limit or deny access if necessary.

B. The District reserves all rights to any materials stored in files which are generally accessible to others and will remove any material which the district, at its sole discretion, believes may be unlawful, obscene, pornographic, sexist, abusive, or otherwise objectionable. Staff members are not to use district technology to obtain, view, download, or otherwise gain access to such materials.

Internet/e-mail:

A. All access provided through the Internet is intended for educational use by the district’s registered users. Any use of these resources for commercial-for-profit or other unauthorized purposes (e.g., advertisements), in any form, is expressly forbidden.

B. Each user is responsible for the appropriate use of his/her access privilege, i.e. account, password. Any problems or misuse which may arise are the responsibility of the user and may be grounds for loss of access privileges, and other discipline.

C. Staff members should check their e-mail frequently, delete unwarranted or unwanted messages promptly and report inappropriate messages to the technology coordinator.

Inappropriate Use:

Any misuse of the district network and/or Internet/e-mail access may result in suspension of access privileges and/or other disciplinary action determined by the District. Misuse shall include, but not be limited to:

1. Any illegal activity that violates federal, state or local law is strictly forbidden;
2. Any activity that violates Ashland City School District policy or the State of Ohio Code of Conduct is strictly forbidden;
3. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
4. Intentionally obtaining or creating material that is profane, obscene, indecent, sexually explicit, or otherwise unsuitable or objectionable in the judgment of the district;
5. Intentionally developing and/or transmitting inappropriate graphics;
6. Transmitting sexual or ethnic slurs and/or jokes (unless reporting to network administrator);
7. Misrepresenting other users on the network and/or Internet;
8. Intentionally disrupting the operation of the network through abuse of the hardware or software;
9. Using e-mail and/or Internet to promote or encourage hate mail, profanity, vulgarity, or discriminatory, offensive, or harassing remarks;
10. Extensive use for non school-related communication;
11. Illegal installation of copyrighted software, or any other illegal activities;
12. Unauthorized downloading, copying, or use of licensed or copyrighted software;
13. Allowing anyone access other than the account holder;
14. Providing personal information about others (e.g., telephone numbers, passwords, pictures, home addresses, social security numbers);
15. Plagiarizing works found on the network and/or Internet;
16. Using the Internet/e-mail for commercial activities, product advertising, personal financial gain or lobbying (other than for public educational issues).
17. Intentionally transferring a file which infects the network with a virus and causes damage. The user may be liable for any and all repair costs to make the network once again fully operational and may be subject to other disciplinary measures as determined by the District.

With prior knowledge by administration, a special exception may be made for certain material or literature prohibited by this section or guidelines, if the purpose of access is to conduct research.

Disclaimer:

The District does not guarantee that network and Internet/e-mail access will meet any specific requirements of the user, or that it will be error free or uninterrupted; it shall not be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.

The District reserves the right to log Internet use and to monitor e-mail. The district may periodically make determinations whether specific uses of the network and Internet/e-mail are consistent with the acceptable-use policy.

The District will archive all staff e-mail for a period of time determined by the Public Records committee.

Waived Expectation of Privacy:

1. By authorizing use of the district network, the District does not relinquish control over material on the system or contained in files on the network. Staff should not expect privacy in the contents of personal files on the district network.
2. Routine maintenance and monitoring of the district network may lead to a discovery that a staff member has violated this policy, another District policy or the law.
3. An individual investigation or search may be conducted at any time by school authorities with contracted service providers.
4. Staff should be aware that data other materials in files maintained on the district network may be subject to review, disclosure or discovery.

The District will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities and activities not in compliance with District policies conducted through the district network.

Violations/Sanctions:

Anyone who violates these guidelines or other Board of Education policies or rules in connection with the use of district network or Internet/e-mail access, is subject to disciplinary action as described in the negotiated agreement which may include, but is not limited to, denial of the privilege of district network or Internet access, suspension, or termination of contract and referral to law enforcement authorities when deemed necessary.

Legal References:

Children's Internet Protection Act of 2000 (H.R. 4577, PL 106-554

Elementary and Secondary Education Act of 1965, as amended (20 U.S.C.6801 et seq., Part F

ORC 1329.54-1329.67

3313.20

3319.321

Ashland City School District Board of Education policy references:

7530, 7540, 7540.01, 7540.02, 7504.04

ASHLAND CITY SCHOOLS
Staff Acceptable Use Policy Form

I understand and agree to abide by the District Network and Internet Access Guidelines. I understand that should I commit any violation, my access privileges may be revoked, and disciplinary action and/or appropriate legal action may be taken. I hereby release the Board of Education and its administrators from any and all claims of any nature arising from my use or inability to use the district network and Internet/e-mail resources.

(Please sign and return your building principal or supervisor)

Printed Staff Member Name: _____

Signature of Staff Member

Date _____

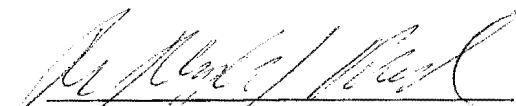
Ashland City School Ashland City Treasurer Association Negotiated Agreement
Certificate

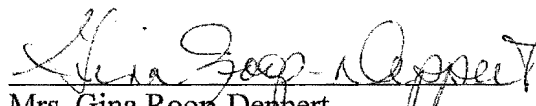
The undersigned, Treasurer of the Board of Education of the Ashland City School District, Ashland, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Years 2013-2016 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

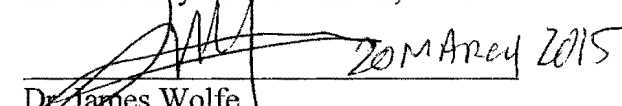
The undersigned Treasurer and President of the Board of Education of the Ashland City School District, Ashland, Ohio, and the Superintendent of Schools of the Ashland City School District, Ashland, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing tax levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: 7/26/15


Dr. Douglas J. Marrah
Superintendent of Schools
Ashland City School District, Ohio


Mrs. Gina Roop-Deppert
Treasurer, Board of Education
Ashland City School District, Ohio


Dr. James Wolfe
President, Board of Education
Ashland City School District, Ohio

MEMORANDUM OF UNDERSTANDING
RE: EARLY RETIREMENT INCENTIVE

This agreement and memorandum of understanding ("MOU") is entered into between the Ashland City School District Board of Education ("Board") and the Ashland City Teacher's Association ("ACTA") and shall be effective upon the execution by representatives of both parties. This memorandum is to continue for a specific period of time, language designed to encourage and expedite the retirement of teachers when first becoming eligible for retirement under STRS in the Ashland City School District. In furtherance of this goal, the parties agree as follows:

1. Any teacher who first becomes eligible for retirement during the 2014-2015 school year and who decides to retire with thirty (30) years of service will receive a \$20,000 incentive under the following conditions:
 - A. The \$20,000 incentive will be given when a teacher who is first eligible (i.e. 30 years) for full retirement under STRS regulation, submits a letter of resignation to retire, and the teacher completes the current contract year.
 - B. For the purpose of this memorandum, "qualification" is defined as being eligible for retirement pursuant to STRS rules and regulations and the ability of the teacher to receive full retirement healthcare benefits from STRS.
 - C. All fractional parts for years of experience are dropped to determine whether a teacher is eligible for the incentive.
 - D. If a teacher has thirty (30) days or fewer for retirement, the teacher will be given an assignment to fulfill STRS employment requirement/regulations

for retirement purposes. An assignment would be made in an area correlated to their licensure or certification in the period of July through October.

E. A separate for the retirement incentive will be issued in the first payroll in September or the month after the completion of any assignment referenced in subparagraph D, whichever is later.

F. There will be no rehire/retire of any bargaining unit member who qualifies for the retirement incentive. This restriction would not limit the ability of the retired member to substitute teach in accordance with STRS regulations.

2. This MOU is intended to apply for a designated period of time and will expire/sunset on the last day of the 2015-2016 school year.

This Memorandum of Understanding is entered into to address the specific issue mentioned herein and no others. This Memorandum of Understanding is not binding or precedent setting with respect to any future position or action of the board or the ACTA. This Memorandum of Understanding is entered into voluntarily and with full knowledge of its significance as evidenced by the signature of the respective representatives below.

Ashland City Teacher's Association

Ashland City School District
Board of Education

By: _____

By: _____

Date: _____

Date: _____