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MASTER CONTRACT

BETWEEN THE
AUSTINTOWN EDUCATION ASSOCIATION
AND
AUSTINTOWN LOCAL SCHOOL DISTRICT

August 29, 2021 – August 28, 2024

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ARTICLE I RECOGNITION

1.01 Recognition

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

1.02 Definition of Bargaining Unit

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

1.03 Exclusions

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

1.04 Definitions

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

1.05 Representation Election Procedure

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

1.06 Bargaining Unit Work

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

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Request for Negotiations

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

2.02 Scope of Negotiations

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

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

2.03 Meetings

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

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

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

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

2.04 Exchange of Proposals

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

2.05 Negotiations Team

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

2.06 Exchange of Information

- A. Interim reports of progress may be made to the Association by its representatives and to the Board by its representatives.
- B. While discussions are in progress, any release prepared for the news media shall be approved by both groups. In the event impasse is declared by either party, such limitation shall be waived; however, press releases shall be provided to the other party at the time of release.

2.07 Power and Authority

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

2.08 Agreement

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

2.09 Mutually-Agreed-Upon Dispute Settlement Procedure

2.091 Impasse/Mediation

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

2.092 Cost of Mediation

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

2.093 Right to Strike

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

2.10 Suspension of Provisions

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

2.11 Amendments to Contract

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

ARTICLE III GRIEVANCE PROCEDURE

3.01 Purpose

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

3.02 Definitions

- 3.021 Grievance:** A claim based upon an event or condition, which affects the welfare or conditions of employment of a member of the bargaining unit or group, and/or a violation, misinterpretation, or misapplication arising from the language of this agreement or an alleged breach thereof.
- 3.022 Grievant or Aggrieved:** The person(s) making the claim or the Association.
- 3.023 Party in Interest:** The person or persons or the Association making the claim and/or any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 3.024 Grievance Chairperson:** The Association shall notify the Superintendent of the name of the Grievance Chairperson at the beginning of each school year or as the Grievance Chairperson should change.

3.03 Rights of Parties

- 3.031 Representation:** A grievant shall have the right to request a representative of the Association accompany and represent him/her at all steps of this procedure.
- 3.032 Grievance Processing:** Parties in interest will meet before, following, or at a mutually agreed upon time during the regular school day with the least possible interference with their regular duties. If necessary to process the grievance, the parties in interest shall be released from regular duties without loss of pay.
- 3.033 Witnesses:** Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance, including the right to cross-examine witnesses.
- 3.034 Record Keeping:** All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of any employee involved.
- 3.035 No Reprisal:** No reprisal of any kind shall be taken by the Board or any of its agents against any grievant, any representative, any member of the Association or such other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant, the grievant's representative or the Association against the employer or any of its agents.

3.036 Adjustment of Grievances: Nothing contained herein will be construed as limiting the right of any member of the bargaining unit having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Contract and that the Association has been given the opportunity to be present at such adjustment. However, the Association shall have the right to be present at all formal steps of the grievance procedure.

3.037 Sole Remedy: The sole remedy available to any member of the bargaining unit for any alleged breach of this Contract or any alleged violation of rights contained herein shall be pursuant to the grievance procedure. Nothing contained in this Contract will deprive any member of the bargaining unit of any legal right which he/she presently has, provided that if a member elects to pursue any legal or statutory remedy, such election will bar any further proceedings for relief under the provisions of this Contract. Such condition shall not apply in the event that a judge or other legal authority orders the parties to use this grievance procedure to resolve a contractual dispute.

3.038 Grievances filed June 1 or after: In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3.039 Association Grievance: If a grievance affects a group or class of members of the bargaining unit, the Association may submit such grievance directly to the Superintendent at Step 2 (Article 3.062). The Association may also process a grievance through all levels of the procedure even though the aggrieved persons do not wish to do so.

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

3.04 Time Limits

Time limits specified herein are considered maximum; however, they may be extended by mutual agreement of the parties. Failure by the employer at any step of the grievance procedure to meet the time limits specified herein, unless specifically extended, shall

permit the grievance to be processed at the next level. Failure of the grievant to meet the time limits specified herein will result in the termination of the grievance process.

3.05 Informal Procedure

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

3.06 Formal Procedure

3.061 Step 1–Immediate Supervisor

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

3.062 Step 2–Superintendent

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

3.063 Step 3–Board (Optional)

If the grievance is not resolved at Step 2, or if the time limits are not met, the Association may process the grievance to the Board within fifteen (15) workdays after the Superintendent's written response should have been rendered. Upon conclusion of the hearing, the Board shall have five (5) workdays in which to provide its written decision to the Association. At the option of the Association, Step 3 may be waived and the grievance submitted instead to arbitration in accordance with Section 3.064 of this Article, unless the Board objects thereto within three (3) workdays following the Superintendent's receipt of the Association notice of intent to submit the grievance to arbitration.

3.064 Step 4—Arbitration

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

Step 3 answer or the Superintendent's or designee decision if the Association and Board have waived Step 3, then the grievance will be deemed withdrawn.

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

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

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

ARTICLE IV ASSOCIATION RIGHTS

4.01 Exclusivity

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

4.02 Association Membership

All bargaining unit members shall have the option to become a member of the Austintown Education Association and execute an authorization for dues deductions and assessments on a form provided by the Association.

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

4.03 Payroll Deduction of Dues

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

4.04 Indemnification

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

4.05 Mailboxes, Bulletin Boards

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

4.06 Use of Facilities/Equipment

The Association has the right to use school facilities and equipment upon request and upon approval of the Superintendent or building principal. The Association shall be permitted to use school buildings for official membership and executive committee meetings after school hours at a time and place that does not interfere with the normal and other scheduled use of such buildings except Saturdays, Sundays, and holidays. No fees will be charged the Association unless additional services or personnel are needed.

4.07 Communications

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

4.08 New Employee Information

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

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

4.10 Released Time for Association Representative(s)

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

4.11 Leave of Absence for State or National Elected Office

Upon request of the Association, a member of the bargaining unit elected to a State or National office of an affiliated professional organization shall be granted a leave of absence without Board expense, for up to two (2) years with the possibility of renewal for additional two (2) terms. Seniority shall be accrued during such leave. Salary schedule steps shall not accrue during such leave.

4.12 Right to Conduct Association Business

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

4.13 Communication to Employees

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

4.14 Communication to Board of Education

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

4.15 Board Policies

Board policies will be accessible on the District Website.

4.16 Board Minutes, Agenda, Addenda

- A. On the last work day before the Board meeting, the Administration will provide an email to the President of the Association with a copy of the Board's agenda including minutes. Any public record of the Board shall be made available to the Association upon request to the Board or the Superintendent, consistent with Board policy and governing law.
- B. During the school year, it shall be the practice of the Administration to e-mail copies of the Board's agenda, including Board-approved minutes and addenda, to the AEA building representative and officers within 24 hours of the Board meetings.

4.17 District Directory

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

ARTICLE V WORKING CONDITIONS

5.01 Personnel File

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

5.011 Central Office File

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

1. Application for employment, including references
2. Transcript of college credits showing the official record of the degree granted (original or certified copy), and updated information
3. Payroll information (supplemental salaries, W-4 forms, deduction information, etc.)
4. Copy of the latest contract properly signed.
5. All material from the Principal's file, to be incorporated once annually at the end of the school year
6. Any other employment-related material required to be kept by law, Board policy or otherwise relevant to the operation of the district. (However, this shall not include any material that must be kept in a separate file under the law, such as certain medical information.)

5.012 Principal's File

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

1. Evaluation records
2. Commendations and/or discipline records
3. Any and all of the material as defined in 5.014
4. Any other employment-related information deemed relevant by the Principal

5.013 Right to Review

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

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

5.014 Anonymous Material

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

5.015 File Material

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

5.02 Complaint Procedure

5.021 Written Complaint

When an oral complaint is made by a student(s) or the parent(s) of a student or any other member(s) of the public concerning a bargaining unit member (including time while performing supplemental duties), in order to be pursued, it shall be reduced to writing and signed by the person making the complaint. Likewise, a written complaint shall also be signed by the person making the complaint. A bargaining unit member shall be informed of any written complaint by his/her principal within three (3) working days, or as soon as possible in the event of a teacher or principal absence, or the complaint shall become null and void. There shall be no record of oral complaints except as provided herein. The member of the bargaining unit and the principal shall attempt to resolve the complaint. The bargaining unit member shall have the right to Association representation at any or all meetings which might be held subsequent to the initial notification of the complaint.

5.03 School Day

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

5.04 Planning/Conference Periods

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

5.05 Noontime Supervision

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

In developing a noontime supervision plan, a rotation of no more than forty 45 days per year per classroom teacher * will be assigned, and the committee shall consider other teacher noontime responsibilities including but not limited to the following:

- Content Meetings/TBT
- Student Intervention
- Grade Level Meetings
- IEP/504/IAT Meetings

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

5.06 Contract Year

A. The school year shall not exceed 177 days scheduled between and including August 25th and June 8th: as follows:(last student day will be a ½ day for students and ½ teacher records day); up to five (5) professional development and/or continuous improvement days; one (1) day for up to six (6) administrator-driven meetings before/after the work day; one (1) NEOEA day and one (1), 6 hour parent-teacher conference day and one (1), 3 hour parent/teacher conference for K-5 and a 3 hour professional development during the second conference week for 6-12, to be set by each school by August 25th. Within the contract year, there shall be a spring break of no less than five (5) consecutive weekdays. Additional days as agreed to by the Association shall be compensated at the employee's per diem rate. Makeup of a calamity day(s) may extend the contract year only after consultation with the Association and opportunity to develop alternative plans.

B. Teachers shall have the option to attend the NEOEA Day program, attend a locally sponsored in-service program, remain in his/her respective building to utilize the day as a planning/records day, or attend a one day, district-wide trade day. This date will be determined and shared with members each year by the end of the current school year. Requirements for this trade day will follow the options described above. Once the date is shared with members, no exceptions, changes or make-ups to the date will be permitted.

5.07 School Calendar

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

5.08 Bargaining Unit Workrooms

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

5.09 Classroom Budget Allowances

- A. Members of the bargaining unit shall have the opportunity for input when the annual building and/or appropriate department consumable supply order is submitted by the principal. No reasonable request shall be denied without a valid reason given. Each member of the bargaining unit may requisition miscellaneous consumable supplies for his/her classroom from the appropriate account.
- B. Each bargaining unit member in grade K-6 shall have the opportunity to purchase classroom materials by September 30 annually up to \$60 per bargaining unit member.

5.10 Academic Freedom

Academic freedom is essential to the fulfillment of the purposes of the Austintown School System. Employees will be protected from censorship or restraint which unreasonably interferes with their obligation to expose students to controversial issues and to help students express their own views on such issues provided that an employee notifies their building administrator in advance, when possible, of exposing students to such issues or otherwise discussing such issues with students.

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

5.11 Staff Involvement in Educational Programming/Textbook Adoption

If there is a change to the educational programming/textbook adoption in any core area of study (math, science, social studies, ELA), the Board will establish a committee to address developments or modifications in the District's educational programming/textbook adoption. The committee will include but not be limited to teacher leaders, instructional coaches, as applicable, in the affected core content areas/grades, and at least one volunteer teacher from each affected building of elementary, intermediate, middle school, and high school. The Association President will be responsible for choosing those teachers from each affected building. In addition, the Association President (or his/her designee) may participate in the committee as an additional volunteer member. After the committee has narrowed an educational program/textbook selection to two (2) options, the bargaining unit members who will use the program/ textbook will receive one (1) vote on the final selection. The option receiving a majority of the votes will be the adopted program/textbook.

5.12 Class Size

The Board and Association recognize that the teacher-pupil ratio is an important aspect of an effective educational program. The Board shall continue to strive to

maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space and funding available. The Board and the Association agree that the following standards are desirable:

- A. Elementary classes:
 - K-2nd grade: 23 students
 - 3-5 grade: 25 students
- B. Combined total in teacher's regular classes in middle and secondary schools (based on five-day week): 125 students for five classes per day and 150 students for six classes per day.
- C. Every effort will be made by the Board to maintain class enrollments according to the available number of pupil stations in grades 7-12 for art, industrial tech, skills for life, and/or Family and Consumer Science.
- D. In certain activity type classes such as physical education and music, the above standards do not apply.
- E. In cases of e-learning programs, the above standards do not apply.
- F. In co-taught classrooms in grades 6-12, no class roster should exceed a maximum of 40% of students with exceptionalities in the class in one class period.

5.121 Inclusion/Student Placement

5.1211 Each school year, administration shall ask for volunteers to be assigned a co-teach classroom. If there are not enough volunteers, co-teach classrooms will be assigned to a classroom teacher on a rotational schedule at the K-2 level.

5.1212 Throughout the school year, each student with an individualized education plan (IEP) assigned to a regular classroom shall be equitably assigned to classrooms at each grade and/or subject level based upon the RTI and co-teaching model (see appendix F) including students with pending evaluations.

The parties will follow the guidelines below when scheduling students with an IEP, in consultation with the Director of Special Education:

- A. Kindergarten
 - After district screening results have been scored, classrooms shall be formulated by the Kindergarten teachers and building administrator.
- B. Grade levels 1-5

A Placement Committee composed of administrator, all intervention specialists, one guidance counselor and classroom teacher(s) (to include one inclusion and one non-inclusion teacher), will meet to assess proper placement of grade 1-5 students with special needs based upon the RTI and co-teaching model, as well as overall student population needs. The AEA president will select the AEA members that make up this committee. The Placement Committee will strive to maintain an equitable distribution of students for both academics and behaviors

C. Grade levels 6-812

A placement committee will be composed of the building administrator(s), lead teachers from special education, English/Language Arts, and Math Departments, one (1) intervention specialist representative from co-taught and cross categorical settings, and one (1) general education teacher from both Math and Language Arts. This committee will meet to properly place special education students according to their individualized education plans. The Placement Committee will strive to maintain an equitable distribution of students for both academics and behaviors.

5.1213

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

5.1214 Staff Training

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

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

5.1215

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

5.13 Teacher Preparation

The Board shall make every attempt to limit to two (2) the number of course preparations required of teachers in grades 6-12, but in no case shall it exceed three (3) preparations unless teachers voluntarily agree for exceptional situations. Within each department, the Board shall strive to maintain teacher schedules that shall be equitable in teaching load, administrative assignments and course content (e.g., advanced courses, labs, academic v. non-academic classes). Teacher leaders and building administrator(s) will meet to collaboratively create the master schedule for their respective departments, to be finalized by the third week in May. When in the case of specialist programs (e.g. intervention specialist, music, fine and performing arts, physical education, foreign language), it becomes necessary for a member to be assigned preps that exceed the maximum of three (3), the teacher shall receive an additional planning period for a total of two (2) planning periods in order to prepare for additional courses. This does not apply to the e-learning program.

5.14 High School Sixth Class Assignment

When the high school is operating on an 8 period day schedule, teachers shall be assigned five (5) instructional periods, one (1) duty period, one (1) planning period, and one (1) abbreviated study hall period per school day, unless a teacher volunteers to do so in writing. This does not apply to the e-learning program.

5.15 Prohibition on Use of Tobacco

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

5.16 Money Collection

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

5.17 Duplicating Equipment

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

5.18 Scheduling Special Classes

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

5.181 Procedures for Scheduling Special Classes

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

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

5.19 Floating Employees

5.191 Eliminate need

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

5.192 Storage/Working Area

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

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

5.193 Minimum Travel Time

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

Less than one mile equals 15 minutes and one mile or more equals 30 minutes

ARTICLE VI FRINGE BENEFITS

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Employees Less Than Full Time : Employees employed prior to July 1, 2006, under contract working half days or more and who have health insurance, shall be eligible for all insurances.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

Medical

A. The Board will pay 90% of the premium and the employee will pay 10% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Prescription Drug – Preferred Provider

1. The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000) for each full time teacher.

Bargaining unit members may purchase additional life insurance at the group rate in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Section 125 – Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage. Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Same Sex Marriage: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE VII PAID LEAVES OF ABSENCE

7.01 Reporting Off

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

7.02 Sick Leave

7.021 Annual Allowance: Except for regular, part-time employees, employees shall be entitled to a minimum of fifteen (15) days sick leave with pay for each year under contract, credited at the rate of one and one-fourth (1-1/4) days per month. This language supersedes any conflicting or contrary language elsewhere in the Agreement. Sick leave will be submitted into HR Kiosk within 48 hours after leave occurs, failure to do so could result in disciplinary action.

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

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

7.0231 Sick Bank

Each bargaining unit member may contribute a minimum of one (1) day and a maximum of five (5) days of his/her accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period every year will be from September 1st through September 30th of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll. The donated day(s) is not returnable.

- A. During the year, additional days may be donated by bank members upon the agreement of the Sick Leave Committee.

Operational Procedures

- A. Use of days from the Sick Leave Bank will be limited to those individuals who have contributed to the bank.
- B. Use of days from the Sick Leave Bank will be limited to catastrophic personal injury or long-term illness of the Bargaining Unit member or the Bargaining Unit member's spouse, or the Bargaining Unit member's dependent children. A doctor's statement is required with the application in order to be considered. For disability associated with the normal course of pregnancy and childbirth, use of the Sick Leave Bank shall be limited to a maximum total of thirty (30) workdays of recuperation time after childbirth. Sick Leave Bank members must use accumulated sick leave first and then may use days from the sick leave bank if needed to reach the maximum total of thirty (30) workdays. Additional use of the Sick Leave Bank beyond the maximum thirty (30) workdays for a disability associated with childbirth shall be permitted only if such absence would otherwise qualify under this provision.
- C. Use of days from the Sick Leave Bank will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days.
- D. The maximum number of days that a person may use per illness is thirty (30) days during a school year. The Sick Leave Bank Committee will meet to review a recipient's continuing eligibility after thirty (30) days of Sick Leave Bank use. Additional days may be granted at the discretion of the Sick Leave Bank Committee with no guarantee of request being granted.
- E. No bargaining unit member shall be actively employed with any other employer, private or public, during the period of time that s/he is receiving benefits from the Sick Leave Bank.
- F. Austintown Education Association members must donate at least one (1) day every year during the enrollment period to be eligible to pull days from the sick bank during the current school year.
- G. The Sick Bank Committee will provide the Austintown Local Schools treasurer an updated copy of the procedures, rules, and regulations of the Sick Bank, along with amendments, prior to their implementation.
- H. Use of the sick leave bank is a private matter to be discussed only with committee members.
- I. Any unused sick leave bank day(s) will roll over from year to year.

Sick Bank Committee

- A. The Sick Leave Bank will be operated on a voluntary basis. A committee shall be formed to administer the Sick Leave Bank and to provide the information whereby the treasurer of the Austintown Education Association will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the Sick Leave Bank. This committee will be titled the "Sick Bank Committee" (hereafter referred to as the SBC). The SBC shall be composed of the following five (8) persons:

1. The Austintown Education Association President or his/her designee (voting member).
 2. The treasurer of the Austintown Education Association as a non-voting member strictly for the purposes of record keeping.
 3. Four (4) bargaining unit members (voting members). These members are to be appointed by the Austintown Education Association President. An effort should be made with these appointments to provide bargaining unit representation from the elementary, intermediate, middle school, and high school levels.
 4. The Superintendent of Austintown Local Schools (voting member).
 5. The Treasurer for Austintown Local Schools (voting member).
- B. Should a vacancy occur on the SBC, a replacement for the vacant position shall be appointed by the authority making the original appointment.
- C. One of the seven (7) SBC voting members will be selected to act as chairperson of the SBC. The Austintown Education Association President will designate the chairperson prior to the first meeting of the SBC.
- D. The SBC will be responsible for developing the forms needed to operate the Bank.
- E. Any votes or modifications made by the Sick Bank Committee must be a (7- 0) unanimous vote.
- F. Guidelines will be reviewed annually by the Sick Leave Bank Committee.

7.024 Transfer Credit: Any sick leave earned and/or unused in prior employment with another public school district or other public agency, shall, upon presentation of evidence stating the number of sick leave days earned and unused from such employer, be transferred to the employee's account at the time of employment in the manner prescribed by state law.

7.025 Accumulation: The maximum number of sick leave days to be accumulated shall be 276 (as computed in the equivalent of hours).

7.026 Unofficial Leaves: Insurance benefits shall discontinue for an employee who has exhausted his/her sick leave and has not officially applied for a Board-approved leave of absence within 14 calendar days of the exhaustion of sick leave. An employee, who qualifies under Article 8.02, Family and Medical Leave, shall follow the provisions therein before insurance benefits are discontinued.

7.03 Personal Leave

7.031 Non-Restricted: Each bargaining unit member shall be granted three (3) paid, non-cumulative days of personal leave each school year. Such leave may be taken for no identified reason and with no restrictions. Not more than 10% of the employees in the bargaining unit in a building (minimum of two) may take such leave on any one day. Personal leave will be submitted into HR Kiosk 24 hours prior to leave occurring.

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

7.04 Assault Leave

7.041 Reporting of Assault

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

7.042 Entitlement to Assault Leave

Whenever a teacher is absent from school as a result of personal injury, excluding mental anguish, caused by an assault arising out of and/or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave. The employee shall forward to the Treasurer's office within 30 days of receipt any compensation paid as a result of said assault by Workers Compensation. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties.

7.05 Worker's Compensation

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

7.06 Inclement Weather

7.061 After five (5) calamity days each year, administration along with the AEA president will decide the need for blizzard bags (Google Classroom assignments) or any additional days that may be needed. Upon return, the blizzard bags or online assignments will be distributed to students for completion.

7.07 Jury Duty and Court Leave

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

- B. Professional employees shall be granted court leave during normal working hours provided they are served with a lawfully issued subpoena. When a member of the bargaining unit is subpoenaed to serve as a witness in a court action involving the Board of Education, or arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). For court proceedings unrelated to the member's employment, the member may take a personal day to cover the absence. In the event that the member has used all of his/her personal days for the year, the Board will advance one (1) personal day to the member from the following year's personal leave allotment. Any additional days of absence required by the subpoena shall be treated as unpaid days. If the member does not return to employment with the District for the following year, the value of the advanced personal day will be deducted from the member's final pay.

7.08 Sabbatical Leave

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

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

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

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

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

7.086 Application for Leave: A member of the bargaining unit shall be granted a sabbatical leave upon submission of a written plan of professional study to the Superintendent and upon approval by the LPDC, which shall establish and follow expedited timelines. Submission of the plan must be prior to March 7 preceding the school term within which the leave is desired; LPDC approval of the plan must be prior to May 15 of that same year. This plan of professional study shall include statements of professional objectives and methods whereby those objectives may be achieved. If extenuating circumstances delay the completion of the plan of professional study, the LPDC may approve an extension of the deadline for no more than one calendar year. Failure to complete or engage in the plan of professional study may convert the sabbatical to an unpaid leave with the bargaining unit member required to repay any monies received during the sabbatical leave period.

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

7.09 Professional Leave

- A. Bargaining unit members are encouraged to attend conferences or workshops or make visitations that contribute to the educational program and their professional growth. The Superintendent may authorize members to attend such functions without loss of pay.
- B. The Board shall appropriate funds for this purpose and the Superintendent or designee shall approve reasonable requests that advance the purpose of professional leave. Selected criteria, established by the administration, shall be used so as to approve those requests that would most benefit the educational program of the Austintown Schools. The Association President shall be provided a copy of the criteria prior to its implementation.
- C. Each member requesting professional leave outside the district must submit via HR kiosk two weeks prior to the scheduled activity. A list of approvals shall be

made available to the Board and/or the President of the Association upon request.

- D. The applicant shall also complete the anticipated expense report contained in HR Kiosk All necessary receipts justifying reimbursement must be attached. Mileage reimbursement shall be at the current IRS rate to a maximum of 600 miles; hotel room maximum of \$150 per day; meals maximum of \$45 per day. Must follow purchasing manual guidelines posted on the Treasurer's page on the district webpage. Registration fees shall be approved.

7.10 Other Paid Leaves

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

7.11 Rights Upon Return to Duty

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

7.12 Leaves and Supplemental Positions

When a bargaining unit member is on leave status, whether paid or unpaid, for the bargaining unit member's regular position, s/he will also be required to forfeit any supplemental position for the same time period, with any pay pro-rated for duties performed prior to the leave.

ARTICLE VIII UNPAID LEAVES OF ABSENCE

8.01 Parental Leave

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

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

8.02 Family and Medical Leave

An employee who has worked twelve hundred and fifty (1250) hours or more during the twelve (12) month period preceding the commencement of the leave shall have the right to take Family and Medical Leave according to the terms of the Board Policy Number 3.03, which is incorporated into this Agreement. FMLA leave entitles the employee to have up to twelve (12) work weeks of unpaid leave for the birth of or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter, or parent if such individual has a serious health condition or for the employee's serious health condition which disables him/her from performing the functions of his/her position. To the extent that the provisions of the FMLA leave are covered by other leaves provided in the negotiated agreement or other Board-approved documents, the twelve (12) weeks of leave and benefit coverage under the FMLA leave policy shall run concurrently with other existing benefits. In the case of parental leave, paid sick leave is limited to eight (8) weeks and must end no later than twelve (12) weeks following delivery or receipt of custody unless medical complications require longer use of sick leave.

Although FMLA leave is available for the birth, adoption or foster care of a child, an employee shall be required to take FMLA leave concurrent with other leaves available under the negotiated agreement for prenatal care pregnancy, illness associated with pregnancy, court appearances, or other circumstances related to the adoption of a child or the placement of a foster care child. The Board of Education shall pay its share of the fringe benefit package to any eligible employee who is granted a parental leave for any portion of the twelve (12) week period not used under any other leave provision within the negotiated agreement. The District will use the applicable Department of Labor FMLA-related forms for the process.

The provision satisfies the Board's notice requirement under FMLA.

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

When bargaining unit member is aware of leave they must request paperwork from the board of education office. All paperwork must be returned within the fifteen (15) day period. Failure to do so may result in delay of the leave taking effect.

Any absences past five (5) consecutive days or more, unless otherwise notified, will automatically prompt FMLA paperwork to be issued.

8.03 Military Leave

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

8.04 Leave of Absence for Illness/Disability

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

8.05 Professional Study Leave

A member of the bargaining unit who has completed at least three (3) continuous years of service, may be granted, upon request, a leave of one (1) school year or one (1) semester if the administration determines that a satisfactory replacement can be found. Such leave shall be without pay or increment for full-time professional study, other than those covered under Sabbatical Leave of Absence.

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

8.06 Other Unpaid Leaves

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

8.07 Rights While on Leave

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

8.08 Reinstatement Rights

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

ARTICLE IX COMPENSATION AND PAYROLL PRACTICES

9.01 Base Salary

The base salary for the 2021-2022 academic years for a person with a Bachelor's Degree and no experience shall be \$34,800 (4% increase). The base salary for the

2022-2023 academic years for a person with a Bachelor's Degree and no experience shall be \$ \$35,148 (1% increase) The base salary for the 2023-2024 academic years for a person with a Bachelor's Degree and no experience shall be 35,499 (1% increase).

9.02 Salary Schedule Structure

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

9.03 Longevity

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

9.04 Salary Schedule Advancement for Professional Growth 9.041 Certification/Licensure Requirement

No professional growth credit shall be permitted to any member of the bargaining unit until he/she holds an RE or professional certificate/license set forth by the Ohio Revised Code and/or the Ohio Department of Education.

9.042 Master's Degree and Beyond/Column Movement

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

- a. Hours must be completed through an accredited graduate school.
- b. Hours must be earned in the general field of education or fall within the range of the instructor's immediate teaching field.
- c. Hours must be graduate level designated courses.
- d. Hours must have received prior approval by the LPDC in writing.
- e. Hours must meet any additional requirements established by the LPDC.

9.0421 Lateral Advancement for Salary Schedule

When a member of the bargaining unit desires to move laterally on the salary scale, s/he must file a "Request for Change of Salary Category Notice" in st the Superintendent's office by June 1 .

Transcripts must be on file in the Superintendent's office no later than September 15th of the same calendar year. Failure to do so will result with staff members not being advanced on the salary schedule until the following year.

9.043 In-service Units of Credit for Professional Growth

9.0431 Definition of Unit

One (1) (CEU) is defined as a ten (10) contact hours.

The time requirements indicated must be met outside the individual's regularly assigned working hours and not during released time.

9.0452 Conditions of In-service

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

9.05 Supplemental Salaries

9.051 Bargaining Unit Preference

A supplemental contract may be granted to a person not of the bargaining unit if no qualified member of the bargaining unit applies for said contract. Qualifications will be determined by the administration and provided in writing to the candidates at posting.

9.052 Written Supplemental Contracts

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

9.053 Supplemental Longevity Payments

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

9.054 New Supplemental Positions

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

9.055 Supplemental Salary Schedule(s)

The District supplemental salary schedules are attached.

9.056 Released Time & Extended Service

1. H.S. Guidance – 7 days extended summer service.
2. Career based intervention teacher(s)- 10 days.
3. M.S. Guidance – 4 days extended summer service.

4. AES Guidance – 2 days extended summer service.
5. AIS Guidance – 2 days extended summer service.
6. Instructional Coach – 5 days extended summer service at \$20.00 per hour and 7.5 hours per day.

9.0561 Clarification of Released Time and Extended Service

Definitions:

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

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

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

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

9.057 Supplemental Salary Payments

The payment schedule for the following supplemental contracts will be made on the first pay of the month as follows:

<u>Fall</u>	<u>Payment Schedule</u>
Cheerleading	September
Cross Country	October
Dance line	November
Football	December
Golf	
Soccer	
Tennis	
Volleyball	
<u>Winter</u>	
Basketball	December
Bowling	January
Swimming	February
Wrestling	March
<u>Spring</u>	
Baseball	March
Softball	April
Tennis	May
Track	June

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

9.06 Severance Pay

At the time of retirement/disability from active service under the State Teachers Retirement Law and with ten (10) or more years of service in Ohio, a bargaining unit member shall be paid for the value of his/her accrued unused sick leave credit. Such payment shall be an amount determined by multiplying twenty-five percent (25%) of the number of sick leave days accrued, not to exceed 42 days (i.e., 1/4 of 168 days), by the employee’s per diem rate exclusive of supplementals, calculated at the time of retirement. In addition, the employee shall be paid ten percent (10%) of the unused sick days greater than 168. If the Superintendent is notified of retirement in writing on or before December 1st, the teacher is granted \$5,000 bonus and will not be subject to OTES evaluation.

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

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

9.07 Hourly Rate

The hourly rate for bargaining unit members providing tutoring, summer school, coverage of classes in lieu of a substitute teacher, and other services requiring certification/licensure. The hourly rate shall be \$20.00.

9.71 Class Coverage

1. If a teacher's students are not present (i.e. field trip, proficiency testing, camp, etc.) the teacher can be asked to cover another class in lieu of a substitute without compensation. If this teacher is deprived of a planning period, they will be compensated at the hourly rate.
2. When a staff member requires coverage and payment for that coverage is requested, one of the following forms must be submitted: Personal, Professional or Sick. Increments of leaves can be no less than 1/4 of a day.

3. Payment for coverages will be calculated according to the following chart:

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

9.72 Method for Providing Coverage

1. All teachers are listed by planning period.
2. All eligible substitute teachers are utilized first.
3. Teachers are selected for substitution in alphabetical to reverse order every other year.
4. Class splits for grades K-5 may be determined by the building administrator, with the teacher receiving \$10 per student for the entire school day in lieu of coverage.

(In K-5, coverage method for numbers 3 and 4 to be determined by building administrator.)

9.08 Substitute Teachers

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

9.09 Car Allowance

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

9.10 Outdoor Educational Program

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

9.11 Pay Periods

Bargaining unit members shall be paid in twenty-four (24) equal installments on the 13th and the 28th of each month.

9.12 Payroll Deductions

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

9.121 Authorized Deductions

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

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

9.122 Professional Dues/Fees

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

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

9.14 Direct Deposit of Paychecks

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

ARTICLE X EVALUATION

10.01 Evaluation

Professional evaluation of bargaining unit employees will be done exclusively by persons employed as administrators in the Austintown Local Schools. Current applicable job titles include, but may not in future years be limited to, Principals, Assistant Principals, Superintendent, Assistant Superintendent, Director of Instruction. In most circumstances, Principals and Assistant Principals will be the evaluators.

- A. Evaluations are conducted in accordance with Board Policy and the standards-based statewide teacher evaluation framework adopted by the Ohio Department of Education.
- B. Notwithstanding any other provision of this Agreement, an employee may grieve only procedural violations of this Article X – Evaluation and the Board Evaluation policy through Step 2 – Superintendent level. Non-procedural actions and substantive decisions related to evaluation, including but not limited to final summative ratings and administrative assessment of classroom performance, shall not be grieved.
- C. OTES
 - 1. For OTES teachers, the District will utilize the Board’s standards-based teacher evaluation system set forth in Appendix A, which includes ODE-recommended forms for the evaluation procedure, which shall be updated annually, if necessary based on ODE revisions.
 - 2. OTES Committee. The OTES Committee will provide additional stakeholder input and facilitate with teachers relative to the development and subsequent revision of the Board’s standards-based evaluation system. The OTES Committee shall function on an ongoing basis to make recommendations to the Board for revisions to the evaluation system.
 - a. Composition. The OTES Committee shall be comprised of four (4) bargaining unit members appointed by the Association President and four (4) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, intermediate, middle, and high school.
 - b. Operational Procedures.
 - i. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
 - ii. Members of the Committee must be OTES trained prior to beginning their work.
 - iii. The Committee will develop the ground rules by which the Committee will operate.

- iv. The Committee will establish by mutual agreement a meeting calendar, tasks for the Committee to complete, and timelines for the completion of specific tasks.
- c. Committee Authority. The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- 3. SLO Committee. An SLO Committee will be established and comprised of four (4) bargaining unit members appointed by the Association President and four (4) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, intermediate, middle, and high school. At least one teacher placed on the SLO Committee should be at least partially evaluated based on a value-added component. If SLOs are no longer utilized under the law, the SLO Committee will be eliminated.
- D. All counselors will be assessed pursuant to the Ohio School Counselor Evaluation System ("OSCES"), as adopted by the state and as reflected in Board policy.
- E. Non-OTES. Evaluation of Non-OTES bargaining unit members shall be in accordance with the Evaluation Procedure jointly developed by representatives of the Association and the Board.

10.02 Athletic Coach Evaluation

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

10.03 Just Cause

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

10.04 Continuing Contract/Non-Renewal

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

ARTICLE XI EMPLOYMENT PRACTICES

11.01 PROGRESSIVE DISCIPLINE

11.01 A bargaining unit member shall not be disciplined without just cause.

A bargaining unit member may request the presence of an Association representative at any conference with an administrator which he/she believes may result in discipline. When such request is made, the conference shall not proceed until a representative is in attendance.

11.02 Any discipline issued to a bargaining unit member will be reasonable and appropriate for the alleged infraction. The disciplinary procedure generally will be progressive in structure as set forth below:

Step 1: Verbal reprimand

Step 2: Written reprimand

Step 3: Suspension with or without pay, not to exceed 10 days

Step 4: Termination in accordance with O.R.C. 3319.16

The Board of Education may skip steps in the progressive discipline framework should it determine the magnitude of the offense warrants a more serious corrective action.

11.03 Prior to issuing a suspension or instituting termination proceedings, the bargaining unit member shall receive a written notice of a hearing related to the potential discipline. The notice shall specify the bargaining unit member is entitled to association representation at the meeting. If necessary, the hearing will be rescheduled to accommodate the presence of an association representative within a reasonable period of time. Following the hearing, the bargaining unit member shall be advised in writing of the discipline to be imposed, if any.

11.04 Bargaining unit members have the right to appeal discipline for Steps 1 through 3 through the grievance procedure as set forth in 11.02. Termination (Step 4) shall occur pursuant to Ohio Revised Code 3319.16.

11.05 Definitions

11.051 Vacancy Defined

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

- a. Death of a bargaining unit member
- b. Resignation of a bargaining unit member
- c. Extended leave of absence (for a full year) of a bargaining unit member that is not specifically provided for elsewhere in this Contract that the employee retains the right to return to the same position.
- d. Creation or restoration of a bargaining unit position

- e. Non-renewal of a bargaining unit member
- f. Termination of a bargaining unit member

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

11.052 Transfer Defined

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

11.053 Voluntary Transfer Defined

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

11.054 Involuntary Transfer Defined

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

11.055 Assignment Defined

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

11.06 Voluntary Transfer Procedure

11.061 Posting of Vacancies During Academic Year

The Superintendent or his/her designee shall, within three (3) workdays after a vacancy exists as defined herein, provide notice of such vacancy for three (3) workdays. The posting shall be sent electronically via e-mail to the Association President and all employees covered by this Agreement and posted on the District's website.

11.062 Posting of Vacancies When School is Not in Session Following the determination of a vacancy, the posting shall be posted on the District Website for four (4) calendar days with a one call to all bargaining unit members. The posting shall include a brief description of the position, certification requirements, and the closing date to bid. A copy of all vacancies must be e-mailed to the AEA President and Vice President immediately following each posting.

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

1. If a vacancy arises during a teacher workday prior to the student year, the vacancy shall be announced that day at a staff meeting, posted on the District Website for a period of 24 hours. The posting will include the date and time of posting and the closing date and time.
2. If a vacancy occurs following the teacher workdays and prior to the beginning of the student year, the position will be posted for 24 hours on the District Website. The posting will include the date and time of posting and the closing date and time.

11.0621 Posting of Vacancies Beginning August 1st.

Beginning August 1st, all vacancies will be posted for three (3) calendar days. However, seven (7) calendar days prior to teacher report day, all vacancies will be posted for twenty-four (24) hours.

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

If a vacancy occurs during the first ten (10) contract days of the school year but after the first all staff meeting, the position will be posted for twenty-four (24) hours. All transfer requests will be considered. The Board shall not be required to post any vacancies that occur as a result of the filling of the initial vacancy during this first ten days of the contract year. The remaining position(s) will be filled from the RIF list (if teacher has proper certification). If no teacher on the RIF list has proper certification, a new qualified teacher may be selected.

11.064 Vacancy Bidding Period

Bargaining unit members shall apply on the District's website for a vacancy prior to the posting expiration date. If no certificated/licensed employee bids on the vacancy within the designated bidding period, the Board may fill the vacancy from outside the bargaining unit. In the event the vacancy posting occurs during summer recess, said position may be filled from outside the bargaining unit after the expiration of the posting.

11.065 Content of Posting Notice

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

11.066 Bargaining Unit Selection Preference

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

1. Successful teaching experience
2. Seniority

11.067 Selection Notice

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

11.07 Involuntary Transfer Procedure

11.071 Notice of Intent to Implement Involuntary Transfer

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

11.072 Not Arbitrary or Capricious

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

11.073 Order of Involuntary Transfer/Displaced Teacher

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

11.074 Written Reasons

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

11.075 Hiring from Outside Bargaining Unit

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

11.08 Filling of a Vacancy During RIF

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

11.09 Notice of Assignment

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

11.10 Administrative or Supervisory Vacancies

Administrative or supervisory level vacancies shall be posted to the bargaining unit as soon as they become known at any time during the school year in accordance with Articles 11.061, Posting of Vacancies During Academic Year; 11.062, Posting of Vacancies When School is Not in Session; 11.064, Vacancy Bidding Period; 11.065, Content of Posting Notice; and 11.067, Selection Notice.

11.11 Supplemental Vacancies

The Board reserves the right to fill or not fill any supplemental contract. Supplemental contracts will automatically expire at the end of each school year unless otherwise stipulated in the contract. The Board will rehire any bargaining unit member currently holding a supplemental position as long as he/she performs the responsibilities in an appropriate manner and the position continues to exist. Any bargaining unit member who is not performing the responsibilities in an appropriate manner as identified by an evaluation specifically identifying deficiencies and a failure to correct those deficiencies may be non-renewed. Whenever a supplemental contract position becomes vacant, the vacancy shall be posted with qualifications in accordance with Article 11.064 Vacancy Bidding Period. A qualified bargaining unit applicant, determined by the administration, shall be hired before a non-bargaining unit member is hired. The questions and qualifications will be shared with the AEA union president before or during the interview process and before a candidate is hired. When more than one bargaining unit member applies for a vacant supplemental position, the Board shall select the most qualified of the applicants.

11.12 Employment Contracts

11.121 Types of Contracts

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

1. Limited Contract
2. Continuing Contract

11.122 Length of Limited Contract

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

11.123 Granting of Continuing Contracts

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

11.124 Length of Continuing Contracts

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

11.13 Certificates/Licenses

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

11.14 Summer School/Evening Classes

Vacancy postings for summer school or evening classes shall be posted in accordance with Article 11.06, Voluntary Transfer Procedure. Compensation shall be paid at the hourly rate in accordance with Article 9.07, Hourly Rate. The Board of Education maintains the right to cancel any class if insufficient enrollment occurs.

ARTICLE XII REDUCTION IN FORCE

12.01 Reduction in Force-Definition

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

12.02 Reasons for RIF

The teaching staff shall not be reduced in number except for the following reasons: (1) a decrease in enrollment; (2) for financial difficulties; (3) suspension of schools; (4) regular teachers returning from a leave of absence; or (5) territorial changes affecting the district. Reduction under any circumstances shall not exceed twelve (12) for the

duration of this contract. Staff positions that are funded by grants will not be included in the limit.

12.03 Notification of Anticipated RIF

12.031 Meeting with Superintendent

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

12.032 Notification to Association President

Before implementing a reduction in force, the Superintendent shall give written notice to the Association President by April 1 of its intent to effect a reduction in force. The notification shall include the reason(s) for the RIF; the position(s) anticipated to be reduced, eliminated, or not filled; the name(s) of the employees anticipated to be affected; the date of the Board action to implement the RIF and the effective date of the RIF. The notice shall include the seniority and contract status within areas of certification for each employee anticipated to be affected. Said notification shall be given prior to May 1 to all bargaining unit members whose name appears on the list.

12.033 Notification to Affected Employee

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

12.04 Implementation of RIF

12.041 Determination of Positions Subject to RIF

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

- A. Position(s) vacated as a result of voluntary resignation, retirement, bargaining unit member on leave, or death will not be filled.

- B. If additional reduction is necessary, bargaining unit members holding limited contracts who possess comparable evaluations shall be laid off in reverse seniority order, i.e., least senior employee is the first to be laid off within area of certification to be affected by RIF.

- C. If additional reduction is necessary, bargaining unit members holding continuing contracts who possess comparable evaluations shall be laid off in reverse seniority order, i.e. least senior employee is the first to be laid off within area of certification to be affected by RIF.
- D. In determining “comparable evaluations” for the purposes of reduction in force, there shall be three categories: (1) Ineffective; (2) Developing; and (3) Skilled/Accomplished. Bargaining unit members shall be “comparable” to each other only if they are in the same category set forth above. The evaluation ratings specified in this section refer to the final summative evaluation ratings assigned to a teacher.

12.042 Not Arbitrary or Capricious

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

12.043 Involuntary Transfers to Retain Senior Bargaining Unit Members

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

12.044 Suspension of Limited Contracts

Layoff shall occur by suspension of contract.

12.045 Seniority List

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

12.046 Certification Change

All members of the bargaining unit have the right to drop or non-renew licensure to prevent assignment or transfer to any unwanted position in the District. Refer to Article 11.13 of this collective bargaining agreement. However, the Director of Instruction must be notified of any certificate elimination no later than June 1 of each school year. Assignments to teaching positions will be based on information available June 2. Any member receiving assignment then dropping certification in the area of assignment will be placed on a suspension list. The member shall remain on the suspension

list until a bargaining unit position opens in an area of certification which the bargaining unit member holds after all eligible members on the RIF list with appropriate certification have been placed in an assignment.

12.05 Limitations

12.051 Bargaining Unit Priority

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

12.052 No Subcontracting

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

12.06 Rights While on RIF Status

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

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

12.07 Recall Rights

12.071 Inverse Order of Security

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

12.072 Notice of Recall

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

12.073 Time on Recall List

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

12.074 Rights Upon Return to Active Duty

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

12.08 Substitute Employment

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

12.09 Final Compensation

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

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

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

12.10 Termination of State or Federally Funded Program

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

ARTICLE XIII SENIORITY

13.01 Seniority Defined

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

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

13.02 Breaking Ties in Seniority

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

13.03 Determination of Service

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

13.04 Year of Service Defined

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

ARTICLE XIV LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE BY-LAWS

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

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

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

In the discharge of its duties, the committee shall:

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

14.03 Membership and Qualifications

14.031 The Austintown Local Schools' Local Professional Development Committee consists of ten (10) members. Five (5) teachers shall be representatives of the active AEA; President/Designee, elementary (K-2), intermediate (3-5), middle school (6-8), high school (9-12) levels. The remaining members shall be a combination of administrators from the district office, one elementary, one intermediate, one middle, and one high school level who shall be selected or appointed by district office administration. Each committee member must have a minimum of three (3) years of teaching experience with the Austintown schools.

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

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

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

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

Chair: The Chair shall be the Superintendent or his/her designee.

If the Chairperson is absent, a pro tem shall be elected for that meeting by those present.

14.05 Duties

The duties of the chair and other committee members shall be as follows:

14.051 The Chair(s) shall:

- A. Preside at all Austintown Local Schools' Local Professional Development meetings.
- B. Call all meetings and set agendas in collaboration with the memberships.
- C. Ensure adherence to the Individual Professional Development Plan review process and procedures.
- D. Serve as LPDC liaison.
- E. Serve as appeals process contact and liaison.
- F. Keep IPDP records up to date and keep a mailing list of all members including names, addresses, and telephone numbers.
- G. Maintain records of all committee activities and procedures involving all individual IPDPs submitted.

14.052 All committee members shall:

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

14.06 Meetings

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

- A. The LPDC will meet a minimum of three (3) but no more than six (6) times per year. Additional meetings of the LPDC may be called by the chairperson with the concurrence of the majority of the members. The meetings shall be posted at least 48 hours in advance.
- B. The chairperson has the right to call members for the purpose of cancellation if no Individual Professional Development Plans (IPDPs), credit proposals, or issues are submitted.
- C. A majority must agree upon any action except for Section 14.071.
- D. The LPDC shall keep confidential all reviews, evaluations, and discussions of IPDPs and/or credit proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved. This policy shall conform to any applicable law(s).

14.062 Compensation

- A. The number of release day meetings in any one year shall not exceed six (6) in number.
- B. Attendance at any meeting scheduled for after school or in the summer shall be compensated at the District hourly teacher stipend rate.

14.07 Reciprocity

The Austintown Local Schools' LPDC shall accept outside district-approved IPDPs for any educator hired by the Austintown Local Schools BOE from another district as fulfilling all necessary requirements of the Austintown Local Schools renewal process. Hours already accumulated in the district of previous employment shall be honored. Exceptional cases are subject to committee review. The educators' IPDP will be requested as part of the application submission process and will be reviewed and

marked as “acceptable” or as “in need of revision according to the following guidelines” at the time of scheduling for an interview.

ARTICLE XV NEW TEACHER/MENTOR TEACHER PROGRAM

15.01 Definitions

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

15.02 Program Development and Screening Committee

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

15.03 Minimal Selection Criteria for Mentor Teachers

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

- E. The applicant must have completed the State Adopted/ESC/District Training.

15.04 Mentor Responsibilities

The mentor teacher shall participate in initial as well as ongoing professional development in mentoring. Mentors must agree to participate in county and/or district mentor training sessions. This training shall include cognitive coaching and knowledge of procedures associated with the state requirements for licensure. The mentor teacher, in concert with the Resident Educator/New Teacher, shall participate in a formative assistance plan that addresses, at a minimum, the state requirements in the Teacher Education and Licensure Standards. (Administrative Code 3301-24-02). At a minimum the mentor is responsible to submit documentation of time, activities, and reflection to the district Lead Mentor on a quarterly basis. Mentors will be paid semi-annually, the first half of the payment in the first pay in February and final payment in the first pay in June. A plan for release time shall be provided by the mentor teacher for approval by the principal so that substitutes may be scheduled.

15.041 Mentor Coordination

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

15.05 Restrictions

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

15.06 Protection

- A. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- B. No Resident Educator/New Teacher shall remain in a Resident Educator program for a period longer than the state requirements.
- C. The mentor teacher shall be held harmless in the event that the employer fails or refuses to certify the completion of the program.

15.07 Compensation

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

15.08 Program Review/Revisions

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

ARTICLE XVI NON-DISCRIMINATION

16.01 Equal Employment Opportunity

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

16.02 Sexual Harassment

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

ARTICLE XVII EFFECTS OF THE AGREEMENT

17.01 Printing and Distribution

As soon as possible after this Contract is signed and ratified by both the Association and the Board, the Board and AEA shall distribute an electronic copy to all employees in the bargaining unit and a printed copy to each new employee hired. Subsequent revisions or amendments will also be available electronically to all members of the bargaining unit.

17.02 Maintenance of Standards

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

17.03 Inconsistencies

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

17.04 Severability

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

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

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

17.05 Duration of Contract

The terms and conditions of this Contract shall become effective at 12:01 a.m. on August 29, 2021, and shall remain in full force and effect until midnight, August 28, 2024. This provision shall supersede any conflicting section or appendix of the collective bargaining agreement. The parties to this Contract, signed this August 31, 2021 date as witnessed below:

FOR THE ASSOCIATION:




President



Bargaining Team Member



Bargaining Team Member



Bargaining Team Member



Bargaining Team Member



Bargaining Team Member

FOR THE BOARD OF EDUCATION:



President



Chief Spokesperson



Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

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APPENDIX A

Base Salary \$34,800
 Base Increase 4.00%
 School Year 2021 - 2022

Years Exp.	NON-DEG	B	B15	M	M15	M30	PHD
0	\$29,580	\$34,800	\$36,192	\$37,584	\$38,280	\$38,976	\$39,672
1	\$31,251	\$36,645	\$38,211	\$39,776	\$40,647	\$41,552	\$42,421
2	\$32,921	\$38,490	\$40,229	\$41,968	\$43,013	\$44,128	\$45,171
3	\$34,591	\$40,334	\$42,248	\$44,161	\$45,380	\$46,702	\$47,920
4	\$36,262	\$42,178	\$44,266	\$46,354	\$47,746	\$49,277	\$50,669
5	\$37,932	\$44,022	\$46,284	\$48,546	\$50,112	\$51,852	\$53,418
6	\$39,603	\$45,867	\$48,303	\$50,739	\$52,479	\$54,428	\$56,168
7	\$41,273	\$47,711	\$50,321	\$52,931	\$54,845	\$57,003	\$58,916
8	\$42,944	\$49,556	\$52,340	\$55,090	\$57,212	\$59,578	\$61,666
9	\$44,614	\$51,400	\$54,358	\$57,317	\$59,578	\$62,153	\$64,415
10	\$46,284	\$53,299	\$56,376	\$59,508	\$61,944	\$64,727	\$67,164
11	\$46,284	\$55,089	\$58,395	\$61,701	\$64,311	\$67,304	\$69,914
12	\$46,284	\$56,829	\$60,449	\$63,893	\$66,677	\$69,879	\$72,663
13	\$46,284	\$56,829	\$62,466	\$66,120	\$69,183	\$72,281	\$75,342
14	\$46,284	\$56,829	\$62,466	\$66,120	\$69,183	\$72,281	\$75,342
15	\$46,284	\$56,829	\$62,466	\$66,120	\$69,183	\$72,281	\$75,342
16	\$46,284	\$56,829	\$62,466	\$66,120	\$69,183	\$72,281	\$75,342
17	\$46,284	\$56,829	\$62,466	\$66,120	\$69,183	\$72,281	\$75,342
18	\$48,720	\$59,265	\$64,904	\$68,555	\$71,620	\$74,717	\$77,778
19	\$48,720	\$59,265	\$64,904	\$68,555	\$71,620	\$74,717	\$77,778
20	\$48,720	\$59,265	\$64,904	\$68,555	\$71,620	\$74,717	\$77,778
21	\$48,720	\$59,265	\$64,904	\$68,555	\$71,620	\$74,717	\$77,778
22	\$48,720	\$59,265	\$64,904	\$68,555	\$71,620	\$74,717	\$77,778
23	\$51,156	\$61,701	\$67,340	\$70,992	\$74,055	\$77,152	\$80,215
24	\$51,156	\$61,701	\$67,340	\$70,992	\$74,055	\$77,152	\$80,215
25	\$51,156	\$61,701	\$67,340	\$70,992	\$74,055	\$77,152	\$80,215
26	\$51,156	\$61,701	\$67,340	\$70,992	\$74,055	\$77,152	\$80,215
27	\$53,592	\$64,137	\$69,774	\$73,428	\$76,491	\$79,588	\$82,650
28	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
29	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
30	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
31	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
32	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
33	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
34	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
35	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
36	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744
37	\$54,685	\$65,230	\$70,867	\$74,521	\$77,584	\$80,681	\$83,744

Base Salary \$35,148

Base Increase 1.00%

School Year 2022 - 2023

Years Exp.	NON-DEG	B	B15	M	M15	M30	PHD
0	\$29,876	\$35,148	\$36,554	\$37,960	\$38,663	\$39,366	\$40,069
1	\$31,563	\$37,011	\$38,593	\$40,174	\$41,053	\$41,967	\$42,845
2	\$33,251	\$38,875	\$40,631	\$42,388	\$43,443	\$44,569	\$45,623
3	\$34,937	\$40,737	\$42,670	\$44,602	\$45,833	\$47,169	\$48,399
4	\$36,625	\$42,600	\$44,709	\$46,818	\$48,224	\$49,770	\$51,176
5	\$38,312	\$44,463	\$46,747	\$49,032	\$50,614	\$52,371	\$53,953
6	\$39,999	\$46,326	\$48,786	\$51,246	\$53,004	\$54,972	\$56,729
7	\$41,686	\$48,188	\$50,825	\$53,461	\$55,394	\$57,573	\$59,505
8	\$43,373	\$50,051	\$52,863	\$55,641	\$57,784	\$60,174	\$62,283
9	\$45,060	\$51,914	\$54,902	\$57,890	\$60,174	\$62,775	\$65,059
10	\$46,747	\$53,832	\$56,940	\$60,104	\$62,564	\$65,375	\$67,836
11	\$46,747	\$55,640	\$58,979	\$62,318	\$64,954	\$67,977	\$70,613
12	\$46,747	\$57,397	\$61,054	\$64,532	\$67,344	\$70,578	\$73,390
13	\$46,747	\$57,397	\$63,091	\$66,782	\$69,875	\$73,004	\$76,096
14	\$46,747	\$57,397	\$63,091	\$66,782	\$69,875	\$73,004	\$76,096
15	\$46,747	\$57,397	\$63,091	\$66,782	\$69,875	\$73,004	\$76,096
16	\$46,747	\$57,397	\$63,091	\$66,782	\$69,875	\$73,004	\$76,096
17	\$46,747	\$57,397	\$63,091	\$66,782	\$69,875	\$73,004	\$76,096
18	\$49,208	\$59,858	\$65,553	\$69,241	\$72,336	\$75,464	\$78,556
19	\$49,208	\$59,858	\$65,553	\$69,241	\$72,336	\$75,464	\$78,556
20	\$49,208	\$59,858	\$65,553	\$69,241	\$72,336	\$75,464	\$78,556
21	\$49,208	\$59,858	\$65,553	\$69,241	\$72,336	\$75,464	\$78,556
22	\$49,208	\$59,858	\$65,553	\$69,241	\$72,336	\$75,464	\$78,556
23	\$51,668	\$62,318	\$68,013	\$71,702	\$74,795	\$77,924	\$81,017
24	\$51,668	\$62,318	\$68,013	\$71,702	\$74,795	\$77,924	\$81,017
25	\$51,668	\$62,318	\$68,013	\$71,702	\$74,795	\$77,924	\$81,017
26	\$51,668	\$62,318	\$68,013	\$71,702	\$74,795	\$77,924	\$81,017
27	\$54,128	\$64,778	\$70,472	\$74,163	\$77,256	\$80,384	\$83,477
28	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
29	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
30	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
31	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
32	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
33	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
34	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
35	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
36	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581
37	\$55,232	\$65,882	\$71,576	\$75,266	\$78,359	\$81,488	\$84,581

Base Salary \$35,499

Base Increase 1.00%

School Year 2023 - 2024

Years Exp.	NON-DEG	B	B15	M	M15	M30	PHD
0	\$30,175	\$35,499	\$36,919	\$38,339	\$39,049	\$39,759	\$40,469
1	\$31,879	\$37,381	\$38,978	\$40,575	\$41,463	\$42,386	\$43,273
2	\$33,583	\$39,263	\$41,037	\$42,811	\$43,877	\$45,014	\$46,078
3	\$35,285	\$41,144	\$43,096	\$45,048	\$46,291	\$47,640	\$48,883
4	\$36,990	\$43,025	\$45,155	\$47,285	\$48,705	\$50,267	\$51,687
5	\$38,694	\$44,907	\$47,214	\$49,522	\$51,119	\$52,894	\$54,491
6	\$40,398	\$46,789	\$49,273	\$51,758	\$53,533	\$55,521	\$57,296
7	\$42,102	\$48,670	\$51,332	\$53,994	\$55,947	\$58,148	\$60,099
8	\$43,806	\$50,551	\$53,391	\$56,197	\$58,361	\$60,775	\$62,905
9	\$45,510	\$52,433	\$55,450	\$58,468	\$60,775	\$63,402	\$65,709
10	\$47,214	\$54,370	\$57,509	\$60,704	\$63,189	\$66,028	\$68,514
11	\$47,214	\$56,195	\$59,568	\$62,940	\$65,603	\$68,656	\$71,318
12	\$47,214	\$57,970	\$61,663	\$65,177	\$68,017	\$71,282	\$74,122
13	\$47,214	\$57,970	\$63,721	\$67,449	\$70,573	\$73,733	\$76,856
14	\$47,214	\$57,970	\$63,721	\$67,449	\$70,573	\$73,733	\$76,856
15	\$47,214	\$57,970	\$63,721	\$67,449	\$70,573	\$73,733	\$76,856
16	\$47,214	\$57,970	\$63,721	\$67,449	\$70,573	\$73,733	\$76,856
17	\$47,214	\$57,970	\$63,721	\$67,449	\$70,573	\$73,733	\$76,856
18	\$49,699	\$60,455	\$66,207	\$69,932	\$73,059	\$76,218	\$79,341
19	\$49,699	\$60,455	\$66,207	\$69,932	\$73,059	\$76,218	\$79,341
20	\$49,699	\$60,455	\$66,207	\$69,932	\$73,059	\$76,218	\$79,341
21	\$49,699	\$60,455	\$66,207	\$69,932	\$73,059	\$76,218	\$79,341
22	\$49,699	\$60,455	\$66,207	\$69,932	\$73,059	\$76,218	\$79,341
23	\$52,184	\$62,940	\$68,692	\$72,418	\$75,542	\$78,702	\$81,826
24	\$52,184	\$62,940	\$68,692	\$72,418	\$75,542	\$78,702	\$81,826
25	\$52,184	\$62,940	\$68,692	\$72,418	\$75,542	\$78,702	\$81,826
26	\$52,184	\$62,940	\$68,692	\$72,418	\$75,542	\$78,702	\$81,826
27	\$54,669	\$65,425	\$71,176	\$74,903	\$78,027	\$81,187	\$84,311
28	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
29	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
30	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
31	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
32	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
33	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
34	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
35	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
36	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426
37	\$55,784	\$66,540	\$72,291	\$76,018	\$79,142	\$82,301	\$85,426

**AUSTINTOWN EDUCATION ASSOCIATION
AUSTINTOWN LOCAL SCHOOL DISTRICT**

GRIEVANCE FORM

Please type or print

Name of Grievant _____

Home Address of Grievant _____

School Building _____

Home Phone _____ School Phone _____

Date Cause of Grievance Occurred _____

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

Remedy Requested

Signature of Grievant

Date

New Leave Request (Internet Form)

Job -- Select Job --
Leave Type -- Select Leave Type --
Reason
Start Date (use MM/DD/YYYY format) **Start Time** 01 . 00 AM
End Date (use MM/DD/YYYY format) **End Time** 01 . 00 AM
Leave Requested In Day(s) .000
Phone Where You Can be Reached For Questions Relating to This Request (330) **Full Notification**
Comments pertaining to this Leave Request
0 of 4000
Supervisor's Name: **Supervisor's Email:**
Request Status: Initiated

File(s) to Attach

t

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

Select File(s) to Attach

APPENDIX D

SUPPLEMENTAL CONTRACTS AUSTINTOWN LOCAL SCHOOL DISTRICT

All supplemental contracts for the 2021-2022 school year shall be based on the base salary of \$34,800. The base salary for the 2022-2023 and 2023-2024 school years shall be based on the base salary of \$35,148 and \$35,499 respectively.

POSITION	
FITCH HIGH SCHOOL ATHLETICS	% OF PAY
ASST. ATHLETIC DIRECTOR	13.0%
HEAD BASEBALL	18.0%
ASST. BASEBALL	11.0%
ASST. BASEBALL	11.0%
ASST. BASEBALL	11.0%
HEAD VAR. BASKETBALL (2)	24.0%
ASST. VAR. BASKETBALL (2)	15.0%
ASST. VAR. BASKETBALL (2)	15.0%
FRESH. BASKETBALL (2)	11.0%
BOWLING (2)	9.0%
CHEERLEADING – VAR & RES	12.0%
CHEERLEADING – FRESH.	5.0%
HEAD CROSS COUNTRY-(2)	14.5%
HEAD VAR. FOOTBALL	20.0%
OFFENSIVE COORDINATOR	12.5%
OFFENSIVE ASSISTANT	10.0%
OFFENSIVE ASSISTANT	10.0%
OFFENSIVE ASSISTANT	10.0%
OFFENSIVE ASSISTANT	10.0%
CO-DEFENSIVE COORDINATOR	12.5%
CO-DEFENSIVE COORDINATOR	12.5%
DEFENSIVE ASSISTANT	10.0%
DEFENSIVE ASSISTANT	10.0%
DEFENSIVE ASSISTANT	10.0%
JV HEAD COACH	7.5%
FRESHMAN HEAD COACH	10.0%
GOLF COACH (2)	9.0%
HEAD SOCCER (2)	18.0%
ASST. SOCCER (2)	11.0%
ASST. SOCCER (2)	11.0%
SOFTBALL	18.0%
ASST. SOFTBALL	11.0%

ASST. SOFTBALL	11.0%
ASST. SOFTBALL (2)	5.5%
HEAD BOYS/GIRLS SWIM COACH	20.0%
TENNIS COACH (2)	10.0%
ASST. TENNIS COACH (2)	9.0%
HEAD TRACK (2)	18.0%
ASST. TRACK (2)	11.0%
ASST. TRACK (2)	8.25%
ASST. TRACK	5.5%
ASST. TRACK – WEIGHT	11.0%
VOLLEYBALL	18.0%
ASST. VOLLEYBALL	11.0%
ASST. VOLLEYBALL	11.0%
HEAD WRESTLING	18.0%
ASST. WRESTLING	8.0%
ASST. WRESTLING	8.0%
ASST. WRESTLING	8.0%
ASST. WRESTLING	8.0%

FITCH HIGH SCHOOL – OTHER DUTIES	
ACADEMIC CHALLENGE TEAM ADVISOR	2.5%
AMERICAN SIGN LANGUAGE- ADVISOR	2.0%
FRENCH CLUB ADVISOR	2.0%
GERMAN CLUB ADVISOR	2.0%
LATIN CLUB ADVISOR	2.0%
SPANISH CLUB ADVISOR	2.0%
FRESHMAN ADVISOR	3.0%
SOPHOMORE ADVISOR	3.0%
JUNIOR ADVISOR	5.0%
SENIOR ADVISOR	6.0%
ART CLUB ADVISOR	3%
BAND DIRECTOR	21.0%
ASST. BAND DIRECTOR	11.0%
FITCH PERCUSSION ADVISOR	3.0%
FITCH LINE/WOODWIND ADVISOR	2.0%
DECA	4.0%
DRAMATICS	10.0%
DRAMATICS – ASST.	5.0%
EDUCATORS RISING	4.0%
FALCON MEDIA TECH ADVISOR	3.0%
FUTURE BUSINESS LEADERS	4.0%
INTERACT CLUB ADVISOR	4.0%
KEY CLUB ADVISOR	4.0%

LINK CREW (3 POSITIONS AT 2%)	6.0%
MOCK TRIAL ADVISOR	2.5%
NATIONAL HONOR SOCIETY ADVISOR	8.0%
ORCHESTRA (GRADES 5-12)	14.0%
RDE ADVISOR – GR. 9	5.0%
RDE ADVISOR – GR. 10	5.0%
RDE ADVISOR – GR. 11	5.0%
RDE ADVISOR – GR. 12	5.0%
SCREEN PRINTING ADVISOR	2%
HEAD SPEECH AND DEBATE	15.0%
CO-ASST. SPEECH AND DEBATE COACH (2)	5.0%
SPIRIT CLUB ADVISOR	5.0%
STEM	4.0%
TALON NEWSPAPER ADVISOR	7.0%
VOCAL MUSIC	16.0%
ASST. VOCAL DIR.	8.0%
YEARBOOK – EDITORIAL/BUSINESS	7.0%

AUSTINTOWN MIDDLE SCHOOL ATHLETICS	
BASKETBALL – 8 TH – (2)	10.0%
BASKETBALL – 8 TH – (2)	10.0%
BASKETBALL – 7 TH – (2)	10.0%
BASKETBALL – 7 TH – (2)	10.0%
CHEERLEADING – 7 TH GR.	4.0%
CHEERLEADING – 7 TH GR.	4.0%
CHEERLEADING – 8 TH GR.	5.0%
CHEERLEADING – 8 TH GR.	5.0%
MS CROSS COUNTRY (2)	10.0%
FOOTBALL – HEAD	10.0%
FOOTBALL – HEAD	10.0%
FOOTBALL – ASST.	9.0%
FOOTBALL – ASST.	9.0%
TRACK – (2)	10.0%
TRACK –(2)	10.0%
TRACK – ASST. – (2)	9.0%
TRACK – ASST. –(2)	9.0%
VOLLEYBALL – G – 8 TH GR.	10.0%
VOLLEYBALL – G – 8 TH GR.	10.0%
VOLLEYBALL – G – 7 TH GR.	10.0%
VOLLEYBALL – G – 7 TH GR.	10.0%
WRESTLING – HEAD	10.0%
WRESTLING – HEAD	10.0%
ASST. WRESTLING	8.0%
ASST. WRESTLING	8.0%

AUSTINTOWN MIDDLE SCHOOL – OTHER DUTIES	
ASST. ATHLETIC DIRECTOR	13.0%
BAND DIRECTOR (1)	9.0%
DRAMA (1)	5.0%
RDE (6 th GRADE)	5.0%
RDE – GRADE 7 (1)	5.0%
RDE – GRADE 8 (1)	5.0%
STEM	4.0%
STUDENT COUNCIL/BUILDERS CLUB (1)	3.0%*
TECHNOLOGY CLUB	3.0%
VOCAL MUSIC (1)	8.0%
WEB (3 positions at 2%)	6.0%
YEARBOOK (1)	4.0%

AIS SUPPLEMENTAL	
TECHNOLOGY CLUB	3.0%

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

TEACHER LEADERS	
GRADE K ELA/SOCIAL STUDIES	3.5%
GRADE K MATH/SCIENCE	3.5%
GRADE 1 ELA/SOCIAL STUDIES	3.5%
GRADE 1 MATH/SCIENCE	3.5%
GRADE 2 ELA/SOCIAL STUDIES	3.5%
GRADE 2 MATH/SCIENCE	3.5%
K-2 INTERVENTION SPECIALIST	5.0%
GRADE 3 ELA/SOCIAL STUDIES	3.5%
GRADE 3 MATH/SCIENCE	3.5%
GRADE 4 ELA/SOCIAL STUDIES	3.5%
GRADE 4 MATH/SCIENCE	3.5%
GRADE 5 ELA/SOCIAL STUDIES	3.5%
GRADE 5 MATH/SCIENCE	3.5%
3-5 INTERVENTION SPECIALIST	5.0%
6-8 ELA	5.0%
6-8 MATH	5.0%
6-8 SCIENCE	5.0%
6-8 SOCIAL STUDIES	5.0%
6-8 INTERVENTION SPECIALIST	5.0%
9-12 ELA	5.0%
9-12 MATH	5.0%
9-12 SCIENCE	5.0%
9-12 SOCIAL STUDIES	5.0%
9-12 INTERVENTION SPECIALIST	5.0%
K-12 GUIDANCE	5.0%
K-12 PERFORMING ARTS/ARTS	5.0%
K-12 FOREIGN LANGUAGE	5.0%
K-12 COMPUTER TECHNOLOGY/INDUSTRIAL TECHNOLOGY	5.0%
K-12 HEALTH/P.E./HOME EC.	5.0%

APPLICATION TO USE DAYS FROM SICK LEAVE BANK

Austintown Education Association

CONFIDENTIAL

NAME _____

BUILDING: _____

NUMBER OF DAYS REQUESTED: _____

REASON: _____

NAME OF PHYSICIAN: _____

ADDRESS: _____

TELEPHONE: _____

I have or will have used by _____ all of my own sick leave and exhausted the advances to which I am entitled.

Date

Signature

Return to Sick Bank Committee

Approved: _____

Sick Bank Committee

AEA Treasurer

AEA President

ADVANCEMENT APPLICATION FOR NEW EMPLOYEES TO USE DAYS FOR SICK LEAVE BANK

Austintown Education Association

CONFIDENTIAL

NAME: _____

BUILDING: _____

NUMBER OF DAYS REQUESTED: _____

REASON: _____

Date

Signature

Return to Sick Bank Committee

Approved: _____

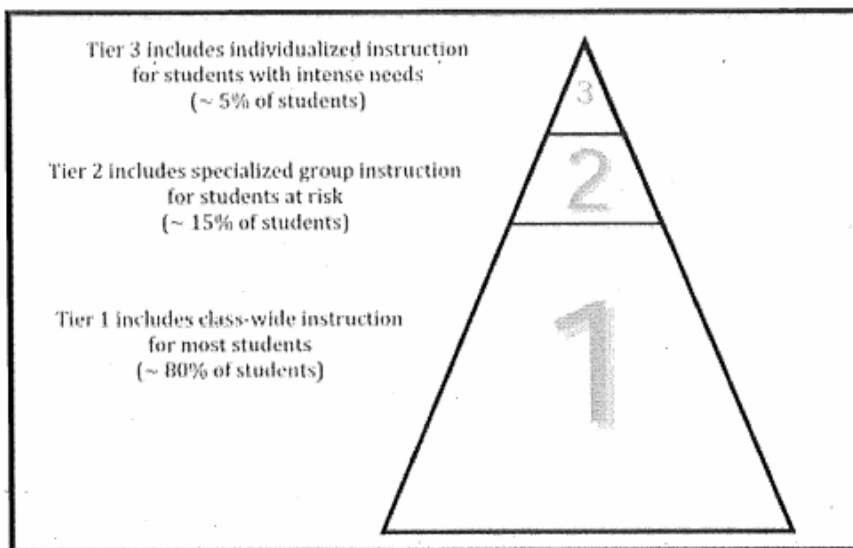
Sick Bank Committee

AEA Treasurer

AEA President

APPENDIX F

A regular classroom should be composed of the percentage of students indicated at each tier.



(source:https://www.researchgate.net/figure/Model-response-to-intervention-tier-structure_fig3_230042925)