



05/09/2024  
1393-01  
23-MED-01-0047  
44240

# **NEGOTIATED AGREEMENT**

**between the**

**Amherst Teachers Association**

**and the**

**Amherst Exempted Village Schools  
Board of Education**

**Effective**

**From June 30, 2023 thru June 29, 2026**

Board approved: October 24, 2023

## Mission Statement

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

The Amherst Board of Education and the Amherst Teachers Association agree to not discriminate against any employee on the basis of race, age, gender, handicap, sexual orientation, gender identity or expression, marital status, veteran status, political status, or national origin. Any use of gender biased terms is in no way intended to discriminate on any basis.

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Amherst Exempted Village School District

ATA Negotiated Agreement June 30, 2023 - June 30, 2026

Article I - Compensation

Amherst Teachers Association 2023-2024 Salary Schedule Base Increase: 2.5%									
43,082	Base								
	1 BA Index	2 BA+10 Index	3 BA+20 Index	4 BA+30 Index	5 MA Index	6 MA+10 Index	7 MA+20 Index	8 MA+30 Index	9 MA+45 Index
0	43,082	44,030	44,934	45,408	45,882	46,787	47,735	48,769	49,803
1	44,805	45,882	46,916	47,476	47,993	48,941	49,932	50,923	51,914
2	46,571	47,778	48,984	49,587	50,190	51,181	52,215	53,249	54,283
3	48,467	49,759	51,138	51,827	52,474	53,551	54,628	55,705	56,782
4	50,363	51,870	53,378	54,154	54,929	56,006	57,126	58,247	59,367
5	52,387	54,068	55,748	56,609	57,428	58,591	59,754	60,918	62,081
6	54,498	56,308	58,160	59,108	60,056	61,262	62,512	63,761	65,010
7	56,653	58,677	60,745	61,779	62,813	64,106	65,398	66,691	67,983
8	58,936	61,133	63,416	64,580	65,700	67,035	68,371	69,663	70,956
9	61,305	63,718	66,174	67,466	68,715	70,137	71,516	72,937	74,359
10	63,718	66,389	69,103	70,525	71,903	73,368	74,833	76,298	77,763
11	66,260	69,146	72,162	76,987	78,667	80,261	81,855	83,449	85,043
12	68,931	72,076	75,307	76,987	78,667	80,261	81,855	83,449	85,043
13	70,008	73,153	76,384	78,581	80,218	81,812	83,406	85,043	86,637
14	70,008	73,153	76,384	78,581	80,218	81,812	83,406	85,043	86,637
15	71,085	74,230	77,461	79,141	80,821	82,415	84,009	85,603	87,198
16	71,085	74,230	77,461	79,141	80,821	82,415	84,009	85,603	87,198
17	72,162	75,307	78,538	80,218	81,898	83,492	85,087	86,681	88,275
18	72,162	75,307	78,538	80,218	81,898	83,492	85,087	86,681	88,275
19	72,162	75,307	78,538	81,295	82,975	84,570	86,164	87,758	89,352
20	73,239	76,384	79,615	81,295	82,975	84,570	86,164	87,758	89,352
21	75,393	78,538	81,769	84,526	86,207	87,801	89,395	90,989	92,583
22	76,470	79,615	82,846	85,603	87,284	88,878	90,472	92,066	93,660
23	76,470	79,615	82,846	85,603	87,284	88,878	90,472	92,066	93,660
24	76,470	79,615	82,846	85,603	87,284	88,878	90,472	92,066	93,660
25	78,409	81,554	84,785	87,542	89,222	90,816	92,410	94,004	95,598
Grandfathered									
Title I:	\$ 36.62	\$ 37.43	\$ 38.19	\$ 38.60	\$ 39.00	\$ 39.77	\$ 40.57	\$ 41.45	\$ 42.33
					Paraprofessional Schedule: *				
ESY:	\$ 36.62	Step 0 18.31 .000425 of ATA base salary							
		Step 1 19.08 Paraprofessional							
Home Instruction:	\$ 36.62	Step 2 19.81 Longevity: **							
		Step 3 20.12							
Title I:	\$ 30.16	Step 4 20.98 Step 12 5%							
		Step 5 22.08 Step 15 \$0.25							
		Step 6 22.72 Step 20 \$0.25							
		Step 7 24.30 Step 25 \$0.25							
		Step 8 25.43							
		Step 9 26.51							
		Step 10 27.12							
		Step 11 27.68							
* Note: Effective beginning in 2023-2026, Paraprofessionals with 15 or more years of Paraprofessional experience in Amherst will be placed on Step 2; Paraprofessionals with 10 or more years of Paraprofessional experience in Amherst will be placed on Step 1, and all other Paraprofessionals will be placed on Step 0. ** Paraprofessionals will be eligible for longevity after they complete Step 11 on the Paraprofessional salary schedule.									

ATA Schedule wParas 2023-2024

Amherst Exempted Village School District

ATA Negotiated Agreement June 30, 2023 - June 30, 2026

Article I - Compensation

Amherst Teachers Association 2024-2025 Salary Schedule Base Increase: 2.75%									
44,267 Base	1 BA Index	2 BA+10 Index	3 BA+20 Index	4 BA+30 Index	5 MA Index	6 MA+10 Index	7 MA+20 Index	8 MA+30 Index	9 MA+45 Index
0	44,267	45,241	46,170	46,657	47,144	48,074	49,048	50,110	51,172
1	46,037	47,144	48,206	48,782	49,313	50,287	51,305	52,323	53,341
2	47,852	49,092	50,331	50,951	51,571	52,589	53,651	54,714	55,776
3	49,800	51,128	52,545	53,253	53,917	55,024	56,130	57,237	58,344
4	51,748	53,297	54,847	55,643	56,440	57,547	58,698	59,849	61,000
5	53,828	55,555	57,281	58,167	59,008	60,203	61,398	62,593	63,788
6	55,997	57,857	59,760	60,734	61,708	62,947	64,231	65,515	66,799
7	58,211	60,291	62,416	63,479	64,541	65,869	67,197	68,525	69,853
8	60,557	62,815	65,161	66,356	67,507	68,879	70,251	71,579	72,907
9	62,992	65,471	67,994	69,322	70,605	72,066	73,483	74,944	76,404
10	65,471	68,215	71,004	72,465	73,881	75,386	76,891	78,396	79,901
11	68,082	71,048	74,147	79,105	80,831	82,469	84,107	85,745	87,383
12	70,827	74,058	77,378	79,105	80,831	82,469	84,107	85,745	87,383
13	71,933	75,165	78,485	80,743	82,425	84,063	85,700	87,383	89,020
14	71,933	75,165	78,485	80,743	82,425	84,063	85,700	87,383	89,020
15	73,040	76,272	79,592	81,318	83,044	84,682	86,320	87,958	89,596
16	73,040	76,272	79,592	81,318	83,044	84,682	86,320	87,958	89,596
17	74,147	77,378	80,698	82,425	84,151	85,789	87,427	89,065	90,703
18	74,147	77,378	80,698	82,425	84,151	85,789	87,427	89,065	90,703
19	74,147	77,378	80,698	83,531	85,258	86,896	88,534	90,171	91,809
20	75,253	78,485	81,805	83,531	85,258	86,896	88,534	90,171	91,809
21	77,467	80,698	84,018	86,851	88,578	90,216	91,854	93,491	95,129
22	78,573	81,805	85,125	87,958	89,684	91,322	92,960	94,598	96,236
23	78,573	81,805	85,125	87,958	89,684	91,322	92,960	94,598	96,236
24	78,573	81,805	85,125	87,958	89,684	91,322	92,960	94,598	96,236
25	80,565	83,797	87,117	89,950	91,676	93,314	94,952	96,590	98,228
Grandfathered									
Title I:	\$ 37.63	\$ 38.45	\$ 39.24	\$ 39.66	\$ 40.07	\$ 40.86	\$ 41.69	\$ 42.59	\$ 43.50
					Paraprofessional Schedule: *				
ESY:	\$ 37.63	Step 0 18.81 .000425 of ATA base salary							
		Step 1 19.60 Paraprofessional							
Home Instruction	\$ 37.63	Step 2 20.36 Longevity: **							
		Step 3 20.68							
Title I:	\$ 30.99	Step 4 21.56 Step 12 5%							
		Step 5 22.69 Step 15 \$0.25							
		Step 6 23.35 Step 20 \$0.25							
		Step 7 24.97 Step 25 \$0.25							
		Step 8 26.13							
		Step 9 27.24							
		Step 10 27.86							
		Step 11 28.45							
* Note: Effective beginning in 2019-2020, Paraprofessionals with 15 or more years of Paraprofessional experience in Amherst will be placed on Step 2; Paraprofessionals with 10 or more years of Paraprofessional experience in Amherst will be placed on Step 1; and all other Paraprofessionals will be placed on Step 0. ** Paraprofessionals will be eligible for longevity after they complete Step 11 on the Paraprofessional salary schedule.									

ATA Schedule wParas 2024-2025

Amherst Exempted Village School District

ATA Negotiated Agreement June 30, 2023 - June 30, 2026  
Article I - Compensation

Amherst Teachers Association 2025-2026 Salary Schedule Base Increase: 3%																			
45,595	Base	1	2	3	4	5	6	7	8	9									
	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45										
	Index	Index	Index	Index	Index	Index	Index	Index	Index	Index									
0	45,595	46,598	47,556	48,057	48,559	49,516	50,519	51,614	52,708										
1	47,419	48,559	49,653	50,246	50,793	51,796	52,845	53,893	54,942										
2	49,288	50,565	51,842	52,480	53,118	54,167	55,261	56,355	57,450										
3	51,294	52,662	54,121	54,851	55,535	56,675	57,814	58,954	60,094										
4	53,301	54,896	56,492	57,313	58,134	59,274	60,459	61,644	62,830										
5	55,444	57,222	59,000	59,912	60,778	62,009	63,240	64,471	65,702										
6	57,678	59,593	61,553	62,556	63,559	64,836	66,158	67,481	68,803										
7	59,957	62,100	64,289	65,383	66,478	67,845	69,213	70,581	71,949										
8	62,374	64,699	67,116	68,347	69,532	70,946	72,359	73,727	75,095										
9	64,882	67,435	70,034	71,402	72,724	74,229	75,688	77,192	78,697										
10	67,435	70,262	73,134	74,639	76,098	77,648	79,199	80,749	82,299										
11	70,125	73,180	76,372	81,478	83,256	84,944	86,631	88,318	90,005										
12	72,952	76,280	79,700	81,478	83,256	84,944	86,631	88,318	90,005										
13	74,092	77,420	80,840	83,165	84,898	86,585	88,272	90,005	91,692										
14	74,092	77,420	80,840	83,165	84,898	86,585	88,272	90,005	91,692										
15	75,232	78,560	81,980	83,758	85,536	87,223	88,910	90,597	92,284										
16	75,232	78,560	81,980	83,758	85,536	87,223	88,910	90,597	92,284										
17	76,372	79,700	83,120	84,898	86,676	88,363	90,050	91,737	93,424										
18	76,372	79,700	83,120	84,898	86,676	88,363	90,050	91,737	93,424										
19	76,372	79,700	83,120	86,038	87,816	89,503	91,190	92,877	94,564										
20	77,512	80,840	84,260	86,038	87,816	89,503	91,190	92,877	94,564										
21	79,791	83,120	86,539	89,457	91,236	92,923	94,610	96,297	97,984										
22	80,931	84,260	87,679	90,597	92,375	94,063	95,750	97,437	99,124										
23	80,931	84,260	87,679	90,597	92,375	94,063	95,750	97,437	99,124										
24	80,931	84,260	87,679	90,597	92,375	94,063	95,750	97,437	99,124										
25	82,983	86,311	89,731	92,649	94,427	96,114	97,801	99,488	101,175										
Grandfathered																			
Title I:	\$	38.76	\$	39.61	\$	40.42	\$	40.85	\$	41.27	\$	42.09	\$	42.94	\$	43.87	\$	44.80	
ESY: \$ 38.76											Paraprofessional Schedule: *								
Home Instruction: \$ 38.76											Step 0 19.38 .000425 of ATA base salary								
Title I: \$ 31.92											Step 1 20.19 Paraprofessional								
											Step 2 20.97 Longevity: **								
											Step 3 21.30								
											Step 4 22.21 Step 12 5%								
											Step 5 23.37 Step 15 \$0.25								
											Step 6 24.05 Step 20 \$0.25								
											Step 7 25.71 Step 25 \$0.25								
											Step 8 26.92								
											Step 9 28.06								
											Step 10 28.70								
											Step 11 29.30								
* Note: Effective beginning in 2025-2026, Paraprofessionals with 15 or more years of Paraprofessional experience in Amherst will be placed on Step 2.																			
Paraprofessionals with 10 or more years of Paraprofessional experience in Amherst will be placed on Step 1, and all other Paraprofessionals will be placed on Step 0. ** Paraprofessionals will be eligible for longevity after they complete Step 11 on the Paraprofessional salary schedule.																			

ATA Schedule wParas 2025-2026

Amherst Exempted Village School District

ATA Negotiated Agreement  
June 30, 2023 - June 30, 2026  
Article I - Compensation

SUPPLEMENTAL SCHEDULE		COLUMN	1	2	3	4	5	6
			Experience Years					
SEASON	SUPPLEMENTAL POSITION		0	1	2 - 4	5 - 8	9 - 12	13 +
FALL	Football - Head Coach		16	17	18	22	23	24
	Football - Varsity Asst. Coach		11	12	13	15	16	17
	Football - 9th Grade Head Coach		9	10	11	13	14	15
	Football - 9th Grade Asst. Coach		8	9	10	12	13	14
	Football - 8th Grade Head Coach		8	9	10	12	13	14
	Football - 8th Grade Asst. Coach		6.5	7.5	8.5	10.5	11.5	12.5
	Football - 7th Grade Head Coach		8	9	10	12	13	14
	Football - 7th Grade Asst. Coach		6.5	7.5	8.5	10.5	11.5	12.5
	Cross Country - Head Coach		10	11	12	15	16	17
	Cross Country - Asst. Coach		5	6	7	9	10	11
	Golf Boys - Head Coach		7.5	8.5	9.5	11.5	12.5	13.5
	Golf Boys - Asst. Coach		5	6	7	9	10	11
	Golf Girls - Head Coach		7.5	8.5	9.5	11.5	12.5	13.5
	Golf Girls - Asst. Coach		5	6	7	9	10	11
	Band Director		16	17	18	22	23	24
	Band Director - Asst.		9	10	11	13	14	15
	Percussion Advisor		3.5	4	4.5	5	5	5.5
	Flag Corps Advisor		3	4	5	6.5	7.5	8.5
	Majorette Advisor		1.5	2	2.5	3	3	3
	Tennis Girls - Head Coach		8.5	9.5	10.5	12.5	13.5	14.5
	Tennis Girls - Asst. Coach		6	7	8	10	11	12
	Volleyball - Varsity Head Coach		10	11	12	14	15	16
	Volleyball - Asst. Coach		7	8	9	11	12	13
	Volleyball - 9th Grade Head Coach		5.5	6.5	7.5	9.5	10.5	11.5
	Volleyball - Jr. High Head Coach		5.5	6.5	7.5	9.5	10.5	11.5
	Soccer - Head Coach		9	10	11	13	14	15
	Soccer - Asst. Coach		6	7	8	10	11	12
	Weight Room Advisor		3	4	5	7	8	9
WINTER	Basketball - Varsity Head Coach		16	17	18	22	23	24
	Basketball - Varsity Asst. Coach		11	12	13	15	16	17
	Basketball - 9th Grade Head Coach		8	9	10	12	13	14
	Basketball - Jr. High Head Coach		7.5	8.5	9.5	11.5	12.5	13.5
	Wrestling - Varsity Head Coach		14	15	16	18	19	20
	Wrestling - Varsity Asst. Coach		8	9	10	12	13	14
	Wrestling - Jr. High Coach		7.5	8.5	9.5	11.5	12.5	13.5
	Pep Band Director		3	4	5	7	8	9
	Weight Room Advisor		3	4	5	7	8	9
	Swimming - Varsity Head Coach		14	15	16	18	19	20
	Swimming - Varsity Asst. Coach		8	9	10	12	13	14
	Hockey - Varsity Head Coach		10	11	12	15	16	17
	Hockey - Varsity Asst. Coach		7	8	9	11	12	13
SPRING	Track - Varsity Head Coach		15	16	17	20	21	22
	Track - Varsity Asst. Coach		8.5	9.5	10.5	12.5	13.5	14.5
	Track - Jr. High Head Coach		6.5	7.5	8.5	10.5	11.5	12.5
	Track - Jr. High Asst. Coach		5.5	6.5	7.5	9.5	10.5	11.5
	Baseball - Varsity Head Coach		10	11	12	15	16	17
	Baseball - Varsity Asst. Coach		7	8	9	11	12	13
	Baseball/Softball - 9th Grade Head Coach		5.5	6.5	7.5	9.5	10.5	11.5

Amherst Exempted Village School District

ATA Negotiated Agreement  
June 30, 2023 - June 30, 2026  
Article I - Compensation

SUPPLEMENTAL SCHEDULE		COLUMN					
SEASON	SUPPLEMENTAL POSITION	1	2	3	4	5	6
		Experience Years					
		0	1	2 - 4	5 - 8	9 - 12	13 +
	Tennis Boys - Varsity Head Coach	8.5	9.5	10.5	12.5	13.5	14.5
	Tennis Boys - Varsity Asst. Coach	6	7	8	10	11	12
	Softball - Varsity Head Coach	10	11	12	15	16	17
	Softball - Varsity Asst. Coach	7	8	9	11	12	13
	Softball - Jr. High Head Coach	6	7	8	10	11	12
	Weight Room Advisor	3	4	5	7	8	9
Year	Technical Director	8	9	10	11.5	12.5	13.5
Round	Technical Consultant	1.5	2	2.5	3	3	3
	Dramatics Advisor	9	11	13	19	21	23
	Dramatics - Asst. Advisor	5	7	9	13	15	17
	Dramatics - Jr. High	4.5	5.5	6.5	9.5	10.5	11.5
	Cheerleader - Varsity Advisor	10	11	12	14	15	16
	Cheerleader - JV Advisor	2.5	3.5	4.5	6.5	7.5	8.5
	Cheerleader - 9th Grade Advisor	2.5	3.5	4.5	6.5	7.5	8.5
	Cheerleader - 8th Grade Advisor	2	3	4	6	7	8
	Cheerleader - 7th Grade Advisor	2	3	4	6	7	8
	Athletic Director - Assistant	9	10	11	13	14	15
	Athletic Director - Jr. High	9	10	11	13	14	15
	Yearbook Advisor	8	9	10	12	13	14
	Newspaper Advisor	7	8	9	11	12	13
	National Honor Society Advisor	3	4	5	7	8	9
	Academics Coach	3.5	4.5	5.5	7.5	8.5	9.5
	Freshman Class Advisor	3	4	5	7	8	9
	Sophomore Class Advisor	3	4	5	7	8	9
	Junior Class Advisor	4	5	6	8	9	10
	Senior Class Advisor	3	4	5	7	8	9
	Student Council Advisor - Jr. High	3	4	5	7	8	9
	Science Olympiad Advisor	3.5	4.5	5.5	7.5	8.5	9.5
	Outdoor Education Advisor	1	1	1	1	1	1
	Mentor	3	3.5	4	4	4	4
	Yearbook Advisor - Jr. High / Nord	1.5	2.5	3.5	5.5	6.5	7.5
	Newspaper Advisor - Jr. High	1.5	2.5	3.5	5.5	6.5	7.5
	LPDC (Local Professional Development Commitment)	1.5	2	2.5	3.5	4	4.5
	Ski Club Advisor	1.5	1.5	1.5	1.5	1.5	1.5
	Scholastic Awards Banquet Coordinator	2	3	4	6	7	8
	Department Chairs (7 or more Members)	9	10	11	13	14	15
	Department Chairs (6 or less Members)	7	8	9	11	12	13
	Student Council Advisor - High School	7	8	9	11	12	13
	Special Olympics Advisor	5	6	7	9	10	11
	Washington DC Trip Chaperone	1	1	1	1	1	1
	Gamers Club Advisor	2	2	2	3	3	3
	Link Crew	2	2	2	3	3	3
	Gallery of Success/Alumni	9	10	11	13	14	15
	eSports Advisor	8.5	9.5	10.5	12.5	13.5	14.5
	Eco League Advisor	2	2	2	2	2	2

We agree for the 2019-2020 school year, current Step 3 supplemental positions that are in line to move to Step 4 will be paid the 2018-2019 Step 4 percentage (for the 2019-2020 school year), then transition to the new Supplemental Schedule.

## **ARTICLE I COMPENSATION**

### **1.03 Discretionary Fund**

- A. Applications for discretionary funds will be made to Association building representatives and building principals for consideration. Recommendations will be submitted to the Superintendent for final approval. A copy of these recommendations will be sent to the Association President.
- B. For the discretionary funds, 13.33% of the B.A. base will be approved for each Pre-K – 3, 4-5, and 6-8 building, and 1% of the B.A. base will be approved for the high school (9-12) building.
- C. These funds shall be applied to supplemental contracts for activities not listed on the extra-duty salary scale.
- D. The supplemental contracts shall be for no less than one hundred dollars (\$100.00) and for no more than three hundred dollars (\$300.00) per activity.

### **1.04 Teacher Subbing**

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

### **1.05 Home Instruction, Title I Tutors and Extended School Year Services**

- A. The hourly rate will be 0.0007 of the minimum base salary for Title 1 Tutors. Current Title 1 Tutors employed prior to July 1, 2010, shall be "grand-parented" and continue to be paid at 0.085% of the minimum base salary, at the earned training level as per the adopted salary schedule. Any break in service will eliminate the higher rate for such Title 1 Tutors. For purposes of this section, a "break in service" occurs only if and when a current Title 1 Tutor ends a contract year in the employment of the Board, but is not in the employment of the Board on the first work day of the succeeding contract year.

In accordance with Article III, Section 3.06 (C), current Title 1 Tutors whose contracts are suspended pursuant to a reduction in force shall not be considered to have a break in service unless or until:

1. they are recalled and do not accept reinstatement;
  2. upon expiration of 26 months on the reduction in force list without being recalled; or
  3. upon employment by another school district for a full school year.
- B. The hourly rate for home instruction shall be 0.085% of the B.A. minimum base salary.
- C. The rate of pay for teachers performing extended school year services for special education students will be 0.085% of the minimum base salary, at the earned training level.

#### **1.06 Special Needs Paraprofessional**

The hourly rate for a special needs paraprofessional shall follow the salary schedule for paraprofessionals.

#### **1.07 Summer School**

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

#### **1.08 Stipend for Curriculum Development**

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

#### **1.09 Jury Duty**

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

### **1.10 Unauthorized Absence from School**

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

1. The divisor for determining per diem deductions for unauthorized absences shall be the number of contract teacher work days, currently one hundred eighty-five (185) for teachers new to the system and one hundred eighty-four (184) for returning teachers.
2. Any period of unauthorized absence not in excess of one-half day shall be considered an absence of one-half school day. Any period of absence in excess of one-half school day, but not exceeding one full school day, shall be considered an absence of one full school day.
3. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all available authorized leave nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

### **1.11 Insurance**

- A. Group hospitalization and medical insurance is available to all personnel regularly employed by the Board. Covered benefits for employees are set forth in the LERC Premium Plan Document. in accordance with the LERC "Working Spouse Rule" Language in the Appendix, any employee's spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 50% of the premium cost for the lowest cost plan, must enroll in that coverage and the Board's health insurance plan will coordinate as secondary payer for any and all services provided. For those bargaining unit members who are married and have working spouses who are enrolled in an outside insurance who will be removed by LERC by virtue of the increase from 25% to 50%, i.e. those spouses who were covered by Amherst's medical insurance but now no longer qualify due to the increased percentage will be reimbursed, on a monthly basis in the amount of up to one hundred fifty dollars (\$150), for any month that they are no longer covered by District insurance by virtue of such exclusion for the period ending June 29, 2026, at which point no further reimbursement will be provided. Requests for reimbursement with verified documentation justifying the cost and reimbursement amount shall be submitted to the Treasurer by September 1 of each year or within thirty (30) calendar days from any midterm removal by virtue of the verified action of the spouse's employer. Failure to provide accurate and/or updated information will result in a forfeiture of all funds paid in reimbursement and subject the bargaining unit member to potential disciplinary action. All excluded spouses will remain as covered on a secondary basis on the District's LERC plan.

- B. Current full-time employees hired prior to July 1, 2011, and receiving district provided insurance at 18% will increase that contribution to 20% effective beginning 2020-2021. Bargaining unit members hired on or after July 1, 2011 will contribute twenty-five percent (25%) toward the cost of Board provided group hospitalization and medical insurance. All employees will receive a five percent (5%) discount if they participate in the Amherst Employee Wellness Plan (see Appendix). When husband and wife are Board employees, only one employee will pay for their share of a family premium or each may choose single coverage, and each will pay for their share of premium. Effective July 1, 2014, employees may select coverage under the LERC Minimum Value Plan at 100% cost to the Board.
- C. For the duration of this contract, the Board will pay two-thirds (2/3) of the dental composite premium and the employee will pay one-third (1/3) of the dental composite premium if the employee elects dental insurance. If both husband and wife are Board employees, the Board shall pay eighty-seven percent (87%) of the cost of the premium. It is agreed the plan implemented will be recommended by the Health Care Committee.

An employee, as per this negotiated agreement and the Family Medical Leave Act, shall be eligible for benefits to be paid for a period not to exceed twelve weeks, with such employee responsible for payment of his/her premium contribution. At the end of the twelve-week period, the employee must return to work or begin paying the full cost of premiums for insurance coverage.
- D. Vision insurance is available to all bargaining unit members who elect it. The Board shall pay eighty percent (80%) of the cost, and the member shall pay twenty percent (20%).
- E. The Board shall provide group term life insurance of \$50,000 for each full-time bargaining unit member and \$30,000 for each part-time bargaining unit member.
- F. No change in insurance coverage will be made without approval of the Association.
- G. The Board will pay fringe benefits for all part-time certified staff proportional to the number of hours worked per week divided by thirty-five (35). The employee may pay the difference to receive full fringe benefits. An additional five percent (5%) will be added to the cost of board-provided group hospitalization and medical insurance for part-time licensed staff who do not participate in the Amherst Wellness Plan (See Appendix).
- H. All aspects of the coverage of the current medical/dental policy, as specified in an appendix to this agreement, will be maintained, regardless of the carrier.
- I. Employee insurance contributions will be divided over twenty-four (24) pays.
- J. A committee (Health Care Committee) composed of the president of the ATA and a member of the Board of Education, five (5) representatives appointed by the president of the association, and three (3) representatives of the board and a

representative of O.A.P.S.E., shall be created and charged with considering health insurance matters and to investigate plan design changes to lower premium costs. The Health Care Committee shall annually elect a chairperson. Regular minutes of all meetings of the committee shall be kept and shared with all members. All decisions of the committee shall be achieved by consensus (i.e., all represented parties on the committee shall agree with the decision in accordance with principles of the interest-based problem-solving model). The Health Care Committee shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and such other data as the members of the committee believe will facilitate the committee's processes. The Health Care Committee's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, looking for various cost containment options, selection of an outside consultant, and recommending an insurance plan.

Each year the committee shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year (July 1 through June 30). Each year the Health Care Committee will consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible. In the event the Health Care Committee is not able to achieve consensus on any such changes by May 1, the plan will continue unchanged for the succeeding benefit year. If the Health Care Committee recommends changes in program design, premium sharing, or other modifications, including consideration of a "waiver/opt out" provision, such changes shall be implemented following approval by the full membership of the Association and the Board.

- K. A section 125 Flexible Spending Plan will be maintained for employees to cover their contributions to their insurance.

### **1.12 Severance Pay**

- A. Teachers who elect to retire and meet the requirements of R.C. 124.39 (i.e., qualified retirement from active service with ten or more years of service with the state, any political subdivision, or any combination thereof) shall be paid a lump sum equal to one-third (1/3) of the accrued but unused sick leave credit, to a maximum of eighty-five (85) days.

Not meeting these qualifications and/or not having been an employee of the Amherst Schools for a minimum of ten (10) years, will eliminate any and all severance pay to the employee, except as may otherwise be required by law.

Additional severance payouts for qualified employees (i.e., service retirement and 10 years with the District) will be increased in the following circumstances:

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

2. Add ten (10) days of severance pay-out for teachers retiring with 370 or more accrued sick leave days; and
3. Add fifteen (15) days of severance pay-out for teachers retiring with 470 or more accrued sick leave days.

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

- B. When a teacher dies before retiring, this benefit shall be paid within six months to his designated beneficiaries.
- C. The employee shall receive severance pay in one payment on or before the 75<sup>th</sup> day following retirement. Employees electing to tax defer all or part of their severance pay must notify the Treasurer's Office, in writing, 30 days prior to their retirement.
- D. For retiring employees providing an irrevocable written resignation for that purpose to the Superintendent prior to December 1 of the year of retirement, the Board will provide an additional payment of \$1,000. For teachers who submit an irrevocable written resignation for purposes of retirement after December 1, but prior to February 1, the Board will pay \$200 as an incentive for such early notification. In the event the school year is extended for any reason after the teacher's submission of the irrevocable letter, the Board will allow the teacher to amend his/her date of retirement to reflect the adjusted end of the extended school year.

### **1.13 Enhanced Severance/Retirement Incentive**

Any teacher retiring at thirty (30) years of actual service will be provided with one-half (1/2) of his or her total accrued sick leave accumulation up to a maximum between one-hundred forty (140) and one-hundred fifty-five (155) days (i.e., up to fifty-five (55) additional days beyond the maximums provided in Article 1.12 above). Each teacher wishing to obtain the enhanced severance amount must provide the Superintendent with an irrevocable letter of resignation for purposes of retirement no later than March 15<sup>th</sup> of the teacher's thirtieth (30<sup>th</sup>) year of STRS credited actual service.

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

### **1.14 Tuition Reimbursement**

- A. Bargaining unit members shall be reimbursed at the rate of \$75.00 per semester hour for tuition paid to legitimate colleges and universities. Bargaining unit members shall be reimbursed a rate of \$100 per semester hour for graduate coursework offered by the Amherst Schools in partnership with a legitimate college or university. Bargaining unit members with a bachelor's degree who earn a master's degree shall be compensated with a one-time reimbursement of \$250.00 upon verification from the college or university.
- B. In order to receive tuition reimbursement under terms of this contract item, a staff member shall:
  - 1. Apply to the Superintendent for PRIOR approval of the course he intends to take, including the time tuition costs required by the course; and
  - 2. Submit a purchase order requesting payment, with the approval form, official transcript, and receipts showing proof of payment of tuition costs, to the office of the Superintendent. Reimbursement will be made within a year of the completion of the course.
- C. The payment normally shall apply only toward work beyond the B.A. level, although special consideration may be given to undergraduate courses (e.g., computer science) through which a staff member will benefit the school district by expanding his educational background.
- D. No individual may receive tuition reimbursement for coursework taken prior to his first day of actual work in the Amherst schools.
- E. See appendix for form.

#### **1.15 Tuition-Free Attendance for Children of Amherst Employees**

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

#### **1.16 Mileage Reimbursement**

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

**1.17 Educational Options Program**

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

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

**1.18 Tax-Sheltered Annuity**

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

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

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

#### **1.19 I.E.P. Compensation**

Intervention Specialists and SLP's with responsibility for writing IEPs in numbers above 75% of the state-established caseload ratios shall be compensated at 1/2 hour per I.E.P. at the tutor rate. This compensation will be paid one time each year, the last pay in June.

#### **1.20 Supplemental Contract Committee**

- a. The Supplemental Contract Committee's purpose is to study and review issues related to supplemental positions and to recommend changes for consideration by the Board and the Association. The Committee is also responsible for recommending criteria and a process for determining which student activities and/or staff responsibilities may be considered to establish a supplemental position.
- b. The membership of this Committee shall include four (4) bargaining unit members chosen by the Association President and up to four (4) Administrators, unless mutually agreed to otherwise by the Superintendent and the Association President.
- c. The committee will be co-chaired by one (1) Administrator and one (1) representative of the Association. The Committee shall meet at least two (2) times per school year.

#### **1.21 Teacher Compensation 2023 - 2026**

Compensation for the three (3) years of this Agreement shall be as follows:

2023-2024	2.50% base salary increase
2024-2025	2.75% base salary increase
2025-2026	3.00% base salary increase

## ARTICLE II TEACHER ABSENCES

### 2.01 Sick Leave Accumulation and Use

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

Any teacher required to be absent because of illness in the immediate family wherein the bargaining unit member is a caregiver, shall be granted up to five days of sick leave per illness, and such leave shall be charged against the number of days of accumulated sick leave then to the teacher's credit. The Superintendent, upon receipt of an affidavit setting forth the circumstances, justifying the need for additional days, shall grant such additional days as may be required because of illness involving the employee's father, mother, husband, wife, son, daughter, domestic partner, stepparents, stepchildren, or foster children.

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

- D. Bereavement leave: Any teacher required to be absent because of death in the immediate family shall be granted up to six (6) days of leave per death. The first three (3) days of such leave shall not be charged against the number of days of accumulated sick leave then to the teacher's credit. The remaining three (3) days of the initial six (6) days and any extensions granted shall be deducted from the accumulated sick leave to the teacher's credit. For purposes of this paragraph, "immediate family" shall be defined as father, father-in-law, mother, mother-in-law, grandparents, spouse's grandparents, grandchildren, husband, wife, son, daughter, domestic partner, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, stepparents, or stepchildren. Any teacher required to be absent because of the death of non-immediate listed family members shall be granted up to five days of sick leave per death, and such leave shall be charged against the number of days of accumulated sick leave then to the teacher's credit.
- E. A teacher who transfers from one Ohio school district to another Ohio school district shall be credited with the unused balance of that teacher's sick leave.

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

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

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

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

- I. In the case of a catastrophic illness or injury to a teacher who has or will exhaust accrued sick leave as a result of such illness or injury, the President of the Association and the Superintendent will meet to discuss options, including the possible donation of sick leave by other teachers. Decisions made under this provision are not subject to the grievance process.
- J. In case of a member's pregnancy, sick leave shall be limited to a period of 30 work days (day 1 of the maternity leave is the day after the birth of the baby), unless the member provides a statement from her doctor justifying an extension of the sick leave. Bargaining unit members who are the non-birthing parent are presumed eligible for sick leave for a period of ten (10) consecutive workdays commencing on the day after the birth of a child. Additional paid sick leave must meet the requirements for such leave and any requested extensions of non-birthing parent sick leave must be accompanied by appropriate documentation from a physician. Unpaid family leave may be used in accordance with the FMLA for eligible members.

## **2.02 Assault Leave**

- A. In the event that an employee is absent due to physical disability resulting from an assault, which occurs in the course of Board employment, the employee shall be granted assault leave, which shall in no event extend beyond forty (40) days.

- B. An application for assault leave shall be on prescribed forms supplied by the administration and shall be signed by the employee, and, if applicable, the licensed physician of the employee.
- C. Assault leave granted under this policy by the Superintendent shall not be charged against earned sick leave or leave granted under other leave policies adopted by the Board.
- D. To qualify for assault leave, in addition to the item set forth above, the employee must file a claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. If Workers' Compensation benefits are granted, the amount of these benefits shall be subtracted from the assault leave benefits (per diem rate of pay) paid by the Board.
- E. If an employee becomes permanently disabled due to an assault, he shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his retirement.

### **2.03 Teacher Absence Reporting Procedures**

- 1. Teachers will utilize the District's electronic absence reporting system. To assure the timely securing of a substitute, every effort will be made to provide notification of absence as soon as possible.
- 2. Situations which cannot be covered by this item will be handled on an individual basis upon application to and decision by the Superintendent.

### **2.04 Personal or Business Emergency**

- A. Each teacher shall be credited with two (2) days of unrestricted personal leave at the beginning of each school year for reason of business that cannot be conducted outside the school day. In addition, a teacher who has accumulated 30 days of sick leave will be granted one (1) bonus day of unrestricted personal leave at the beginning of the school year. A teacher who has one hundred eighty (180) days or more of accumulated sick leave shall receive an additional fourth (4th) unrestricted personal day each year. These days may not be accumulated. The teacher may elect to receive a \$100 stipend in lieu of using the bonus day.
- B. Such leave shall not be accumulated, but unused personal leave days shall be credited to accumulated sick leave at the end of each school year. When these days are credited to accumulated sick leave, it will be done on a prorated basis for all part-time personnel.
- C. Such leave shall not be deducted from accumulated sick leave.
- D. The notification of absence for personal leave in this section shall be made utilizing the District's electronic absence reporting system. Whenever possible, notification should be made forty-eight (48) hours prior to the date of such leave.

- E. In the case of an emergency, the teacher will call the appropriate school office and request emergency personal leave. The Superintendent may grant additional personal leave for emergency situations.
- F. Paid personal leave may not be used on parent/teacher conference days, or on the opening and closing days for students. Excluding the days stated in the preceding sentence, not more than three percent (3%) of the members of the bargaining unit will be granted paid personal leave on any one (1) day. If the request is denied by the Superintendent on the basis that more than 3% have requested this leave, the Superintendent shall provide verification, within forty-eight (48) hours, of the number of requests received for the day in question. Requests shall be approved by the Superintendent or his designee, in the order in which they are received. The Superintendent may grant additional personal leave above the 3% limit for emergency situations.

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

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

- G. Falsification of a statement for the use of personal leave will in loss of pay for said day. Continued occurrences of falsification will result in suspension without pay and/or termination.
- H. There shall be a maximum of 5 unpaid leave days per employee per school year which must be approved by the Superintendent. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all available authorized leave nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

## **2.05 Professional Leave**

- A. Professional leave is that leave granted a teacher employed by the Board to attend a conference, workshop or other professional meeting, which may contribute to the teacher's professional growth. A conference or workshop is a meeting so designated by the sponsoring group. When funding is available, the budget for professional meetings shall be divided, in equal amounts, by semester. All applications for professional leave must receive the prior approval of the building principal, the Superintendent, and the treasurer before any District funds are committed. At the first faculty meeting of each year, the staff shall be notified, in writing, of the building budget and the District special education budget in exact dollars for professional leave for that year.

- B. Upon application, the coach/adviser who works most directly with an athlete/student participating in a local, regional, or state competition will be granted professional leave for that event.
- C. A teacher shall submit a record of the following expenses (which shall be reasonable): mileage, receipted registration, lodging, and meals. For any conference expense, which exceeds the maximum amounts outlined in paragraph F of this section, the teacher shall pay.
- D. Two consecutive school days shall be the maximum allowed for one conference, except for three for the OEA delegate assembly. Provisions relating to conference attendance are applicable at any time while a teacher is under contract, including summers and other vacation periods. All summer conference expenses for attendance at approved summer conferences will be payable after the beginning of school in the fall of the year.
- E. After the conference, the teacher may be expected to submit a written report to the department or group who may benefit from the conference, the principal, and Superintendent. The teacher may be required to present an oral report to the staff, principal, Superintendent, Board, parent(s) or student group.
- F. Conference reimbursement shall be as follows:
  - 1. Registration shall be paid by the Board, at the request of the building principal, and the total registration fee will be paid upon the approval of the Board. In the event a staff member fails to meet the cancellation requirements of the workshop or conference, the staff member is responsible for the complete cost of registration for not attending the event.
  - 2. Travel reimbursement shall be paid at the standard IRS rate for automobile mileage.
  - 3. Lodging reimbursement/payment will be provided in full for approved professional leave, excluding any taxes. In the event a staff member fails to meet the cancellation requirements of the room reservation, the staff member is responsible for the complete cost of the hotel charge for not attending the event.
  - 4. The maximum daily payment for meals shall be as follows:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$40.00
  - 5. If the distance is such that a teacher finds it necessary to arrive the evening prior to the conference activities, the extra overnight cost shall be included in the itemized list in the requisition by the employee.

6. Itemized receipts for all meals and all other expenses must be submitted with the request for payment.
- G. Reimbursement for professional leave directly relating to coaching shall be made by the athletic department according to athletic department policies and guidelines, and the conditions and limitations contained in Article 2.05 F, 1-6.

## **2.06 Attendance at Association Meetings**

- A. Association members elected to District, state, or national offices of ATA-affiliated organizations shall be permitted, without loss of pay, except where the salary is paid by the organization, to attend meetings of these organizations, not to exceed ten (10) days. These offices may include President, vice-president/president-elect, and executive committee member.
- B. In addition, duly authorized delegates shall be permitted to attend, without loss of pay and with substitutes provided at Board expense, the following meetings:
  1. The Ohio Educational Association (OEA) representative assemblies,
  2. The North Eastern Ohio Education Association (NEOEA) representative assemblies, and
  3. The National Education Association (NEA) representative assemblies.
- C. The Board shall not be liable for any expenses incurred at above conferences.

## **2.07 Absences Within the School Day**

- A. Teacher absence from school for a period not to exceed forty-five (45) minutes in one school day, shall be approved by the principal under the following conditions:
  1. That the absence be for personal business or social necessity, for example, medical treatment or attendance at a funeral; or
  2. That the absence not leave the class unsupervised during his absence:
    - a. the teacher of a self-contained class shall arrange that his class be joined with that of another teacher; or
    - b. the teacher whose work is departmentalized shall arrange that his class will be under the direct supervision of a faculty member not otherwise assigned.
- B. The teacher requesting absence from school for a period not to exceed forty-five (45) minutes in one school day shall arrange for such absence as outlined above and shall report such arrangements to and request permission, for absence from the principal at the teacher's earliest convenience.

- C. Such approved absences under the conditions listed above shall be utilized in a professional manner and is intended for episodic rather than routine use for the reasons set forth above.
- D. Under the conditions outlined above, no deduction from salary or from accumulated sick leave shall be made.
- E. During unassigned periods, teachers may leave the building with approval of the building administrator.

#### **2.08 Extra-Duty Absence**

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

#### **2.09 Substitutes**

- A. Whenever possible, a substitute shall continue to serve in the same assignment in the case of a teacher's extended absence, defined as any period over two consecutive days.
- B. A substitute teacher employed for a teacher on any leave or extended illness shall be automatically non-renewed at the end of each school year, shall have none of the recall rights outlined in 3.06 C of this negotiated agreement, and shall not appear on any reduction-in-force list.
- C. A substitute teacher employed to fill an approved leave of absence for a period of at least sixty (60) days in the same assignment will receive all other benefits that regular teachers are afforded.
- D. If, after being employed to fill an approved leave of absence or extended illness, a substitute teacher is subsequently hired as a regular teacher and continues service in the Amherst schools without interruption, that teacher's original hire date, for purposes of seniority, shall be the date on which he was hired for the substitute employment that initiated his continuous teaching service in the Amherst schools.

#### **2.10 Leave of Absence**

- A. After five (5) consecutive years of teaching service in the Amherst schools, a teacher shall be granted, upon request, a leave of absence for professional, educational, or other purpose, without pay. A leave of absence shall consist of a minimum of one school year or the remaining portion of the school year. Leaves extended for longer than one school year must be in semester increments. Notification to return or a request for an extension must be sent to the Superintendent by March 15. The teacher shall resume the contract status held prior to the leave upon return to service.

- B. After presenting to the Superintendent an acceptable plan for professional growth, a teacher may apply to the Board for a leave of one or two semesters with partial salary and same percentage of fringe benefits as 1.11. The partial salary shall be the difference between the teacher's regular salary and the replacement teacher's salary, but in no case shall the payment be more than 50% of what the teacher's earnings would have been. Payment of partial salary and reimbursement for fringe benefits shall be paid to the teacher upon his or her return to contractual services in the Amherst schools. The teacher must agree to return to service in the Amherst schools for one (1) contract year. The teacher shall resume the contract status held prior to the leave upon return to service and shall be given a position comparable to the one held prior to the leave. This leave will be limited to no more than (3%) of the total teaching staff and will be granted to a teacher after the completion of five (5) additional years of teaching, except that a second or subsequent leave will not be granted to the same individual when other members of the staff have filed a request for such leave.
- C. Upon a teacher's election or appointment to public office, the Board shall grant him a leave of absence not to exceed two years, without compensation.
- D. A year of sabbatical leave devoted to professional growth shall count as a year of credit for placement on the salary schedule.
- E. Non-professional Leave
  - 1. Any leave of absence whose primary purpose is other than for preparation, training, or retraining in a teaching or educational specialization area relating to elementary or secondary education shall be considered nonprofessional leave.
  - 2. It is not possible to specify all types of nonprofessional leave. Some examples of nonprofessional leave are:
    - a. a leave taken to initiate or pursue a business enterprise, career, or position either self-employed or with any employer other than the Amherst schools;
    - b. a leave taken for domestic or foreign travel; or
    - c. a leave taken for personal reasons.
  - 3. Nonprofessional leave shall be for a maximum of one (1) year. Nonprofessional leave may be extended for an additional year beyond the stated one (1) year maximum, at the discretion of the Superintendent following consultation with the ATA.
  - 4. The following types of leave shall be exempt from the provisions of this section: sick leave, assault leave, personal or business emergency leave, attendance at association meetings, absences within the school day, parental leave, leave related to election or appointment to public office, bereavement leave, leave

taken to care for an ill or infirm member of the immediate family as defined in 2.01 C above.

5. Requests for nonprofessional leave must be made in writing to the Superintendent.

## **2.11 Family and Medical Leave Act**

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

## **2.12 Parental Leave**

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

- A. A teacher in the Amherst schools shall be entitled to a leave of absence, without pay, for the reason of pregnancy. Parental leave shall constitute a minimum of one grading period or a length mutually agreeable between the teacher and the Superintendent.
- B. If a certified staff member becomes pregnant and wishes to continue her employment in the Amherst schools, she shall make formal application to the Superintendent for a leave of absence at least 30 days prior to the commencement of the leave. Upon application, leave shall be granted by the Board for a term of not more than two (2) years. Said application shall indicate the anticipated date of beginning such leave and the date of returning from such leave. No teacher shall return from parental leave at a date earlier than that set forth in the application without approval of the Superintendent unless the teacher miscarries, the child is stillborn, or the child dies within the period of the leave of absence. Nothing herein shall preclude an employee from advancing the date of the beginning of leave of absence previously approved, providing notice is given to the Superintendent two

weeks prior to the beginning date so advanced. This two-week notice shall be waived in the event of proven emergency.

- C. If at any time during the term of pregnancy, the Superintendent is of the opinion that such employee is unable to perform her duties satisfactorily by reason of said pregnancy, the Superintendent may request such employee to furnish to him a certificate in writing by her physician that such employee is physically and mentally able to continue her service.
- D. A teacher adopting an infant child shall be entitled, upon request, to a leave of absence without pay, to commence at any time during the first year after receiving custody of said child or prior to receiving such custody, if necessary to fulfill the requirement of adoption.
- E.
  - 1. If the leave requested is for one year or less, the teacher returning to active employment after a parental leave shall be reinstated to the same grade level (at the elementary level) or area of certification (at the secondary level) within the same building held immediately prior to such leave. If that position no longer exists, the teacher will be assigned to a substantially equivalent position for which he/she holds valid certification. Title 1 tutors shall only be reinstated to their position if the position is funded for the succeeding year. For job-sharing teachers on a parental leave, reinstatement shall be as listed above to the same or a substantially equivalent position that is or may become available.
  - 2. If the leave requested is for more than one year, the teacher returning to active employment after a parental leave shall be reinstated to the assignment held immediately prior to such leave unless the Superintendent deems it in the best interest of the school system to reassign such teacher elsewhere. Any teacher so reassigned elsewhere shall be given the opportunity, upon request, for a personal conference with the Superintendent and shall be released, upon written request to the Superintendent, from his/her contract of employment.
- F. Insurance benefits normally provided by the Board shall be continued for a period not to exceed twelve weeks in accordance with the Family Medical Leave Act and, thereafter, during the period of leave at the expense of the teacher.
- G. Substitutes are excluded from this provision.
- H. An employee who has need of foster care leave or serious health care leave in the immediate family shall contact the Superintendent. Provisions for foster care leave and serious health care leave shall comply with the provisions of P.L. 103.3, the Family and Medical Leave Act of 1993.

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

**2.13 Peace Corps/Exchange Teacher Leave**

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

### **ARTICLE III CONDITIONS OF EMPLOYMENT**

#### **3.01 Calendar and Length of School Day**

##### **A. Professional Development**

1. The contract year shall not include more than one hundred eighty (180) days of instruction. Returning teachers shall have a minimum of four (4) contract days for professional development, and teachers new to the system shall have an additional day for professional development held prior to the first day of instruction.
2. The Professional Development Committee (“PDC”), consisting of the President of the ATA and five (5) representatives appointed by the President of the Association or his/her designee (one representative from each building and an at-large representative), the Superintendent or his/her designee and four (4) representatives of the Board and Administration, shall meet as determined by the PDC, but not less than quarterly, in order to facilitate and enhance the provision of meaningful, coordinated professional development opportunities. Agendas will be developed collaboratively. All decisions/recommendations of the Committee shall be achieved by consensus (i.e., all represented parties on the committee shall agree with the decision/recommendation utilizing the interest-based criteria for consensus).
3. Professional development days will be organized as follows:
  - a. The first and second professional development days will be held prior to the first day of instruction. The third professional development day will be held on the first day of the second semester.
  - b. The first-day program will include building meetings of no more than two (2) hours, with the remainder of the day for teacher-directed work activities.
  - c. The second day programming will include a District meeting and professional development programming following consultation with the Professional Development Committee.
  - d. The third day will address targeted professional development needs for one-half of the day, following consultation with the Professional Development Committee, as well as one-half day of designated time for growth report/data analysis, developing instructional groups, collaboration and staffing of students, preparation of grades, record keeping, completing other state mandates, and other teacher-directed professional development activities.

- e. The fourth staff professional development will be held on the day following the last student day.
  - f. Additional professional development days may be scheduled after consultation with the PDC.
  - g. For attendance at approved professional development workshops over the summer months or at other non-contractual times, teachers will be compensated at the rate of 0.085% of the base salary per hour.
- B. Teachers shall work a seven and-one-half (7-1/2) hour work day, which includes a thirty (30) minute unpaid, duty-free lunch. In grades K-4, teachers shall arrive at least 15 minutes before classes begin and shall stay at least 15 minutes after classes end. Each building principal and staff may cooperatively develop a system to fit this flextime provision.
- C. Before the end of each school year, the building principal will inform the faculty what the tentative starting and ending times of the student day will be for the following school year.
- D. If there is a change in the starting and ending times of the student day during the summer, the Superintendent will inform the staff in the first paycheck in August.
- E. Bargaining unit members are required to attend one (1) staff meeting per month, not to exceed 60 minutes. Optional emergency meetings may be called at the discretion of the building administration. No later than the opening day staff meeting, building administrators will provide bargaining unit members with a schedule of that year's regular staff meeting dates which is subject to modification in consultation with the ATA building representatives. Building administrators shall provide bargaining unit members with each meeting's agenda at least 24 hours in advance of the scheduled meeting. In the event that a staff member is unable to attend a scheduled staff meeting, he/she shall provide prior written notice to the building administrator for approval, which will not unreasonably be withheld.
- F. The scheduling of annual parent conferences and Open House, which shall be scheduled to take place during the contractual work year, shall be made following consultation between the ATA Building Representative(s) and the Building Administration. Schedules for the ensuing school year will be completed by March 1<sup>st</sup>. All bargaining unit members are required to attend a scheduled one (1) hour Open House for their assigned building. Members need only attend one Open House. In the event that a member is unable to attend Open House or a parent conference, they will provide prior written notice to the building administrator for approval, which will not be unreasonably denied. In exchange for this additional activity, the District will continue to provide for a two (2) hour early release for staff on the last student day before winter break.
- G. In the event of inclement weather, the first consideration will be to use a delayed start.

- H. The number of permitted calamity days beyond five (5) will be made up by the District and added to the end of the calendar year unless otherwise agreed to by the Board and the ATA.

### **3.02 Record-keeping**

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

### **3.03 Promotion and Retention**

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

### **3.04 Assignment of Aides**

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

### **3.05 Assignment of Teachers**

- A. Teachers who choose to submit their preferences for grade level and or subject assignments to their principals and Superintendent should do so, in writing, by February 1<sup>st</sup>.
- B. Building administrators shall make grade level and/or subject assignments by the last teacher workday for the current school year, in writing. After the last teacher workday, building administrators will make teachers aware of any changes in grade level and/or subject assignments as soon as possible.
- C. Any teacher reassigned after May 30<sup>th</sup>, as provided above, may be released from his/her contract upon application to the Superintendent.

- D. If a teacher is assigned due to certification to a position he has not taught for over eight years, a refresher course in the area is required. The entire cost of this course will be reimbursed to the teacher within four weeks following presentation to the Superintendent of the transcript showing satisfactory completion. Maximum payment will be the total cost of the course.
- E. Employment of Retired Certified/Licensed Staff
1. On occasion, it may benefit the educational process to employ certified/licensed staff who have retired from full service. Retired staff members, already receiving benefits from S.T.R.S., may be employed to teach under a one-year limited contract. However, the Board is not obligated to offer employment to any S.T.R.S. retiree.
  2. No S.T.R.S. retiree shall be employed to fill a position for which a teacher on the recall list is properly certified/licensed.
  3. Each reemployed S.T.R.S. retiree from Amherst shall be placed at her/his appropriate academic training column, but shall be placed at an experience step between 0 and 13 to be bargained by the administration with the individual Amherst S.T.R.S. retiree at the time of hiring.
  4. The reemployed Amherst S.T.R.S. retiree shall be employed, in the first and in each subsequent year of reemployment, on a one-year limited contract. Each one-year limited contract shall automatically expire upon completion of the year and it is not necessary for the Board to conduct evaluations in accordance with this Agreement or ORC 3319.111, 3319.112, or 3319.113 (unless otherwise required by law) or to take formal action to not re-employ the bargaining unit member pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract. Retirees may be evaluated at least once during the school year. However, any timelines and/or dates specified in this Agreement do not apply to the evaluation process for members employed under the terms of this Article.
  5. For any subsequent years of re-employment, the retiree shall be advanced one experience step but shall continue on a one-year limited teaching contract during each possible year of re-employment following retirement. At the end of each year of re-employment, if the re-employed retiree is not interested in returning in that capacity for the following year, she/he is encouraged to advise the District in writing by February 1<sup>st</sup>.
  6. The re-employed Amherst S.T.R.S. retiree may participate fully in the health insurance program offered by the Board, and shall pay the amount of monthly contribution required of other members of the Association's bargaining unit who participate in single or family health insurance coverage, as appropriate.

7. The re-employed Amherst retiree shall not acquire or accrue seniority after re-employment. In addition, employment of retired staff is expressly conditioned upon a waiver of continuing contract status upon re-employment.
8. Re-employed teachers are not eligible to participate in any future retirement incentive or severance pay.
9. The ATA President shall be informed of the terms and conditions of re-employment at the time of hiring of any re-employed Amherst S.T.R.S. retiree.
10. Subject to the foregoing and to be in compliance with Revised Code Section 3307.353, the re-employed retiree shall be deemed a member of the Association's bargaining unit effective with her/his initial year of re-employment service with the board.
11. Pursuant to the authority provided by ORC 4117.10, and the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede and replace the statutory law of Ohio pertaining to that issue. Also, the provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement.

### **3.06 Staff Reductions**

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

#### **A. Seniority Lists**

1. Each teacher in the Amherst schools shall be placed on the seniority list in areas for which he/she is licensed/certified. Seniority shall be determined by the length of continuous service in the Amherst schools. Among those with the same length of continuous service, seniority shall be determined by:
  - a. The date of the Board meeting at which the teacher was hired, and then by;
  - b. The length of continuous teaching service prior to employment in the Amherst schools, and then by;
  - c. Coin flip.
2. Length of continuous service will be interrupted and affected by authorized leaves of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of his/her return.
3. If, after being employed to fill an approved leave of absence or extended illness, a substitute teacher is subsequently hired as a regular teacher and continues

service in the Amherst schools without interruption, that teacher's original hire date, for purposes of seniority, shall be the date on which he/she was hired for the substitute employment that initiated his/her continuous teaching service in the Amherst schools. (2.09D).

4. Title I Tutors do not accrue seniority on the teachers' seniority list. If a Title I Tutor is employed as a regular teacher, his/her seniority as a Title I Tutor does not carry over to the teachers' seniority list in Amherst service or other service.
5. The seniority list described above shall be made available to the Association President, the Superintendent, and each building principal, annually, on or before February 1<sup>st</sup>. (3.06 D).

B. Attrition

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

C. Suspension of Contracts

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

1. Before implementing a reduction in force by the suspension of contracts, the Board shall give written notice to the Association, through its President, of its intent to effect a reduction in force through the suspension of contracts. Within ten (10) days of receiving said notice, the Association shall be given the opportunity to address the Board in an open meeting for the purpose of presenting its view on the proposed reduction-in-force list.
2. With respect to OTES/OSCES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards-based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.
3. Comparability will be determined in accordance with the effectiveness rating categories as defined by O.R.C. 3319.112 for OTES teachers and 3319.113 for OSCES school counselors.

4. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:
  - a. Retired/rehired Amherst teachers
  - b. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
    - i. Comparable evaluations as defined in accordance with provisions of this agreement.
    - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
  - c. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
    - i. Comparable evaluations as defined in accordance with provisions of this agreement.
    - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
  - d. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES/OSCES teachers).
    - i. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
    - ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
      - a. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
      - b. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.
      - c. Displacement: Any OTES/OSCES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction in force may displace another (less

senior) member in an area of the suspended teacher's certification/licensure as follows:

- i. Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then
  - ii. Displacement of the least senior teacher in the same effectiveness rating category, if available.
5. A teacher whose name appears on the reduction-in-force list shall be offered reemployment when a position for which he/she is certified/licensed becomes available. Title I Tutors hired before July 1, 2014, will qualify for recalls in that position only.
  6. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly certified/licensed to teach. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

7. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.

If a vacancy occurs through accident, resignation, or approved leave of absence for which a person on the recall list is licensed/certified, that individual shall be recalled to the vacant position, except that such teacher need not be recalled until the beginning of the next semester. No new teacher shall be employed by the Board while there are teachers on the reduction-in-force list who are licensed/certified for any open teaching position.

8. The Board shall give written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address, as it appears on the Board's record, shall be conclusive when used in connection with an offer of reemployment or other notice to the teacher. If a teacher fails to accept the offer of reemployment in writing within fifteen (15) days, or within five (5) days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, said teacher shall

be considered to have rejected said offer and shall be removed from the reduction-in-force list.

9. A teacher on the reduction-in-force list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following his/her suspension.
10. A limited contract teacher will remain on the reduction-in-force list for a period of twenty-six (26) months following his/her suspension. Continuing contract teachers remain on the recall list indefinitely. If a teacher on the reduction-in-force list accepts employment for a full school year with another school district, the teacher shall notify the Superintendent immediately and will be removed from the reduction-in-force list. After being removed from the reduction-in-force list, a teacher must make application for employment in accordance with established procedures if he/she desires to be considered for employment in the Amherst schools.
11. In the event of the need for reduction-in-force involving teachers with the same hiring date, a lottery will be held at the Board office. A representative of the association will be present during the lottery.

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

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

E. Suspension and Non-Renewal for Performance Reasons

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

F. Title 1 Tutors

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

5. The contracts of Title I Tutors employed on or after July 1, 2014, will be for a period of one (1) year and shall expire automatically without further notice or right to re-employment. Any and all subsequent re-employment of a Title I Tutor initially employed on or after July 1, 2014, shall be subject to this same condition.

**G. Special Needs Paraprofessionals**

1. All special needs paraprofessionals will be issued contracts in accordance with the provisions of Ohio Revised Code Section 3319.081, i.e., initial employment shall be for a period of not more than one (1) year. If such employees are rehired, their three (3) subsequent contracts shall be for a period of two (2) years each followed by a continuing contract. Non-renewal of limited contracts will be in accordance with Ohio Revised Code Section 3319.083, i.e. notice before June 1<sup>st</sup>, and will be excluded from 4.02 of the negotiated agreement.
2. All special needs paraprofessionals qualify for seniority on the special needs paraprofessional seniority list.
3. Recall of the special needs paraprofessional shall be by 3.06 of the negotiated agreement.
4. Special needs paraprofessionals shall be evaluated once each school year using the Classroom Observation form in the negotiated agreement.
5. Special needs paraprofessionals do not accrue seniority on the teachers' seniority list. If a special needs paraprofessional is employed as a regular teacher, his/her seniority as a special needs paraprofessional does not carry over to the teachers' seniority list in the Amherst service or other service.

**3.07 Vacancies and Transfers**

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

A “transfer,” whether voluntary or involuntary, refers to movement from one building and/or area of certification/licensure to another.

1. Notice of Vacancies
  - a. During the school year, vacancies shall first be announced internally through the District website, by electronic mail to the District email account of all bargaining unit members and by posting in the school buildings. Teachers desiring consideration to fill the announced vacant positions shall have five (5) days from the date of the announcement to indicate their interest to the

Superintendent through a letter of intent (in lieu of an application). The vacancy notice shall clearly set forth a description of, and the qualifications for, the position, including duties, and salary.

- b. After five (5) days from the date of the internal posting, the administration may determine to post the position externally.
  - c. In the absence of extenuating circumstances, no vacancy shall be filled until such vacancy shall have been posted for at least five (5) days.
  - d. During the summer months, announcements will be posted in the Central Office, through electronic mail, and on the District website.
2. Posting of a vacancy shall not be construed as requiring the Board to fill such a position, but as creating an opportunity for bargaining unit members to indicate an interest in transferring to such position.

3. Filling Vacancies

- a. Teachers who possess the proper certification/licensure for the vacant position who provide a letter of intent (in lieu of an application) will be given first consideration for the vacancy over any outside applicants. "First consideration" is defined to mean that the candidacy of interested qualified current teacher(s) will be reviewed prior to the decision of whether or not to consider of the candidacy of any outside applicants. Part-time teachers (including all Title Tutors) will be given interviews, when requested, for potential full-time positions by the end of March. Postings for these potential positions will be made.
- b. In filling such vacancy, consideration shall be given to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In addition, current teachers will be provided with a preference over outside candidate(s) in those circumstances when, in the determination of the Administration, the qualifications of such outside candidate(s) under consideration and those of the current teacher applicant(s) are deemed to be equal. In those instances, the successful applicant(s) will be selected from among internal candidates. No part of this Section shall be construed to mean that seniority is the main consideration for employment or advancement. Assignments and/or hiring decisions will be made without regard to sex, race, creed/religion, color, age, gender, gender identity, sexual orientation, national origin, or disability.
- c. Any teacher who is interviewed and denied the opportunity to fill a vacancy may request an explanation from the Superintendent/designee.

4. Any vacancy arising after July 10<sup>th</sup> will be posted but may be filled by a long-term substitute following the Superintendent's consultation with the Association President. If filled by a long-term substitute, the position will be posted in advance of the following school year.

B. Involuntary Transfers

1. Transfers are routinely made on a voluntary basis. However, the educational needs of the District may require that involuntary transfers be made. As such, involuntary transfers must be for legitimate educational and/or operational purposes. Prior to implementation of an involuntary transfer, the Superintendent/designee will meet with the Association President/designee to discuss the propriety of such transfer and/or to review possible options.
2. Involuntary transfers will be made after voluntary transfers and non-transfer reassignments are completed and following consideration of available and interested volunteers. In making involuntary transfers, the interests of the individual teachers affected will be considered to the extent that these considerations do not conflict with the instructional requirements and best interests of the District, buildings, and the pupils.
3. No assignment of new teachers shall be made until all pending written requests submitted to the Superintendent for the stated reassignment or transfers have been given due consideration.
4. Involuntary transfers will be made through written notification to the teacher by the Superintendent setting forth the identification of the new position and the educational and/or operational purposes for the involuntary transfer.
5. After receipt of the notice, if the affected teacher so elects, a conference between the teacher, principal and/or Superintendent/designee, and an ATA representative, if requested by the member, will be scheduled and held within five (5) workdays of the request.
6. Any teacher involuntarily transferred for reasons relating to changes in enrollment will be given priority for transfers returning to his/her prior position.
7. When it is necessary to transfer a teacher due to a reduction in force for decreased enrollment, that teacher shall be given priority in reassignment as per 3.06.
8. Upon finalization of an involuntary transfer from one building to another, the member and principal in the destination building shall confer to discuss the transition. Any transition activities approved by the principal which occur outside of the contractual workday and/or work year shall be compensated at the hourly rate of .085% of BA 0. Upon request, the District will provide assistance to the transferred teacher with moving classroom items and materials to the new building.

**3.08 Academic Freedom**

- A. The Board and the Association agree that effective teaching is best promoted when each teacher is free to pursue, in his/her class, the most effective teaching possible within the accepted and established educational program of the Amherst schools.
- B. Academic freedom shall be guaranteed to students, and no arbitrary limitations shall be placed by teachers upon the study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning when pursued in accordance with board policy, rules and regulations, Board-adopted courses of study, and administrative approval.
- C. The Board shall encourage full freedom, within the law of inquiry, teaching, and research. In the exercise of this freedom, the faculty member may discuss controversial issues within his/her own specialization at a level of sophistication appropriate to the maturity of the pupils. Such issues should be identified as controversial, and all sides presented fairly and objectively. In his/her role as a citizen, the faculty member has the same freedom as other citizens.
- D. The nature of American democracy demands that citizens be able to listen to all sides of a controversial issue, sort out the facts, and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues, which are within their intellectual grasp and are under current debate in our society.
- E. The presence and/or use of any communications device during the meeting of a class shall be subject to the permission of the teacher.

**3.09 Counselor-Client Confidentiality**

In order to preserve the counselor-client position concerning the confidentiality of a relationship, the Board and the administration will respect the confidentiality of a counselor-client relationship to the extent provided by law.

**3.10 Political Rights**

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

**3.11 Personnel File Rights**

- A. A teacher shall be permitted to inspect all the contents of his/her personnel file, with the exception of references and college placement materials.
- B. Any subjective material not shown to a teacher within thirty (30) days after receipt or composition shall not be allowed as evidence in any disciplinary action against a teacher.
- C. No evaluation, correspondence, or other material making subjective reference to a teacher's competence, character, or manner shall be kept or placed on file without the teacher's knowledge and opportunity to attach his/her own comments. Derogatory statements from nonprofessional sources shall not be included in any file.
- D. If a member of the public requests to inspect the personnel file of any teacher, the teacher shall be provided with notification of the public records examination and the identity of the person, if known, inspecting the personnel file. Nothing herein shall prevent the District from complying with the requirements of the Ohio Public Records Law (Ohio Revised Code Section 149.43).
- E. Any information being added to said employee's personnel file will require notification of said employee. Only the Superintendent or said designee may place information in said file.
- F. If the employee disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, he/she may request that the school district investigate the current status of the information within a reasonable time of receiving the request. The District must make a reasonable investigation to determine if the disputed information applies to the provision of the law. (See Chapter 1347 of the Ohio Revised Code).
- G. Any member of the bargaining unit may place pertinent documentation in his/her file by requesting the Superintendent to do so.

**3.12 Lesson Preparations**

No secondary teacher shall be required to have more than three (3) lesson preparations; however, teachers may elect a fourth (4<sup>th</sup>) preparation in agreement with the administration after consultation with the Association building representative.

**3.13 Transient Teachers**

- A. Teachers of elementary art, music, and physical education shall plan cooperatively with the building administrator(s) to arrange an appropriate number of minutes per week of planning and preparation time. A major portion of this time shall be scheduled either before or after student hours.

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

### **3.14 Tutor/Paraprofessional Planning Time**

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

### **3.15 Telephones for Teacher Use**

There shall be a telephone provided for teachers' use in each school building. This telephone shall be located in such a place as to ensure privacy and shall be made available for teachers' use at all times during the school day.

### **3.16 Equipment Use and Repair**

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

### **3.17 Class Size**

- A. The Board will work to limit class sizes, considering the availability of funds, space, and other needs of the District. The Board also recognizes that the number of students impacts the workload of teachers, so additional compensation will be provided when the teacher's-student load reaches to following limits:
  - 1. If a teacher's assigned class roster in grades K-3 exceeds 26 students, the teacher will be paid a stipend of \$300 per semester for each student over 26 with the exception of physical education and performing arts. In the event that physical education and/or performing arts classes have additional students with special needs added, the Teacher will consult with Building Administration to ensure that appropriate adult supervision is available to provide for the inclusion and participation of all students enrolled in the class.

2. If a teacher's assigned class roster in grades 4-5 exceeds 28 students, the teacher will be paid a stipend of \$300 per semester for each student over 28 with the exception of physical education and the performing arts. In the event that physical education and/or performing arts classes have additional students with special needs added, the Teacher will consult with Building Administration to ensure that appropriate adult supervision is available to provide for the inclusion and participation of all students enrolled in the class.
  3. In grades 6-8, if the average class size for a teacher exceeds 28 students, the teacher will be paid a stipend of \$300 per semester for every whole number over the average, with the exception of physical education and the performing arts.
  4. In grades 9-12, if the number of students per section in core curriculum, or in foreign language or health courses is over 30, the teacher will be paid a stipend of \$300 per student per semester; however, any teacher who does not receive such a stipend will nevertheless be paid \$300 for each student in excess of 168 total students in any semester (but no teacher may be paid for both). This paragraph does not apply to physical education and/or performing arts courses.
  5. The calculation of the number of students referred to in previous sections 1, 2, 3, and 4 will be made at the midpoint of each semester. The number shall be agreed upon by the building administrator and ATA representative in that building.
- B. Students shall not be placed in any classroom in larger numbers than the teaching facilities or available stations will allow. Nor shall they be placed in a classroom unless: a) they have adequate equipment; b) they can be safely supervised; and c) they are placed in arrangements suitable to the subject being taught. In circumstances where science labs in the high school exceed twenty-four (24) students for the majority of any semester, the assigned certified science teacher will be compensated one hundred and fifty dollars (\$150) for any overaged class as set forth above. Should class sizes in these labs exceed thirty (30), the provisions of 3.17 A.4. of this Agreement shall also apply.
- C. At midpoint of each semester, all staff will be emailed a publication noting the class size of each teacher, with subjects and grade identification, for the entire system. This shall be completed by the end of the first grading period.

### **3.18 Notice of Schedule Changes**

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

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

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

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

### **3.19 Planning/Conference Time and Duties**

Planning/conference time for regular classroom teachers in grades Pre-K-5 shall include any time, exclusive of the thirty (30)--minute lunch, which a teacher is not assigned responsibility for students. The minimum amount of time for planning/conference time shall be four hundred twenty-five (425) minutes per five (5) day week, which will include forty (40) consecutive minutes per day within the teacher day. Loss of said time due to special programs or unusual circumstances may not be replaced.

Planning/conference times for classroom teachers in grades 6-12 shall include any time, exclusive of the thirty (30)-minute lunch, which a teacher is not assigned responsibility for students. The amount of time for planning/conference will include a block of consecutive minutes per day within the student day not less than the length of a regular class period as defined by the building administration but not less than 40 minutes. Should a regular class period be projected to exceed 60 minutes, the parties agree to negotiate this provision for purposes of establishing required planning/conference times prior to implementation. Loss of said time due to special programs or unusual circumstances may not be replaced.

#### **Duties**

Efforts will be made to keep the number of teachers assigned to non-instructional duties during the school day to a minimum.

The Board recognizes the value of having teachers assigned to instructional-related duties when possible. Instructional duties may include, but are not limited to academic study halls, help groups, interventions, guided student activities, and other activities as deemed appropriate by the building administrator.

By February 1<sup>st</sup>, any licensed teaching employee may submit a proposal in writing for the following school year for a student-centered activity in place of a non-instructional duty (such as study hall or lunch) for consideration by the building administration.

### **3.20 Curricular Materials**

- A. Curricular materials (defined as all educational resources used for classroom instruction aligned with the courses of study/standards, not excluding textbooks) shall be brought up to date with new adoptions or new editions upon the recommendation of curriculum committees who will make recommendations to the Superintendent as funds are available.
- B. In the interests of the more satisfactory, economical, and efficient means of ordering curricular materials, teachers shall be consulted when any change in a

request is made. Specifically, a cut, cancellation, or change in company shall be discussed with the affected faculty until a consensus is reached before such change is made. In the absence of a consensus, the curriculum committee will determine the outcome. In a purchase of supplies, there shall be no conflict with central purchasing procedure. Teachers shall be notified when a change must be made.

- C. In any curriculum adoption, each student and teacher shall be provided with appropriate resources and materials. Recommendations shall be made to the Superintendent by the curriculum committee.

D. Reception of Complaints to Curricular Materials

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

### **3.21 Summer School**

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

### **3.22 Evaluations and Recommendations by Teachers**

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

### **3.23 Observation and Evaluation in the Amherst Schools**

#### **A. OTES/OSCES**

For OTES/OSCES teachers, the District will utilize the Board's standards-based teacher and school counselor evaluation system set forth in the Amherst Teacher Evaluation Handbook, which has been mutually developed by the parties. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

Any revisions to the Board's standards-based teacher and school counselor evaluation system must be bargained prior to implementation to the extent required by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

#### **B. Appraisal Review Committee**

The Appraisal Review Committee (ARC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to necessary changes to and/or subsequent revision of the Board's standards-based evaluation system, in addition to assistance with respect to the development of student learning objectives as well as making recommendations to the Board and Association for approval to changes to this Article for Non-OTES/OSCES teachers, as provided for in section 5.04(A), above.

##### **1. Composition**

The Committee shall be comprised of six (6) bargaining unit members appointed by the Association President and three (3) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, middle, junior high, and high school as well as special education and the arts.

##### **2. Operational Procedures**

a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.

- b. Members of the Committee must be OTES trained prior to beginning their work.
- c. The Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs
- e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.
- f. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
  - One (1) task of the committee shall be to determine those conditions that would likely have an adverse impact on HQSD, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc.
  - In addition, the Committee will assist in the evaluation of locally developed HQSD according to Board Policy and ODE requirements. The Committee will establish the evaluation instrument(s) and determination of HQSD for the evaluation of teachers and review - at a minimum annually – the effectiveness of HQSD.
  - The ARC will analyze and review the potential of utilizing peer coaches to assist teachers to improve performance.
  - The ARC will also work to align the non-OTES/OSCES staff with the OTES/OSCES framework.
  - The ARC will develop recommendations for any necessary modifications to the OTES/OSCES systems in response to statutory and regulatory revisions.
  - The ARC will continue to revise and update the Amherst Teacher Evaluation Handbook as needed.

### 3. Compensation

Any Committee work required outside of the work day will be paid at an hourly rate based upon .085 percent of the base salary as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

### 4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

Except as otherwise indicated, for non-OTES/OSCES members of the bargaining unit, the following will continue to be implemented:

C. Non-OTES/OSCES

For Non-OTES/Non-OSCES certified/licensed staff (school psychologist, paraprofessional, speech/language pathologist, occupational therapist,), the District will utilize the Board's standards-based evaluation rubrics and evaluation systems set forth in the Amherst Teacher Evaluation Handbook which has been mutually developed by the parties. Non-OTES/Non-OSCES staff will follow the OTES procedures and use all approved evaluation forms. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

See the Amherst Teacher Evaluation Handbook for all related evaluation forms, including, but not limited to: Teacher Performance Evaluation Rubric, Teacher Performance Rating Definitions, School Counselor Evaluation Rubric, Non-OTES/OSCES Evaluation Rubrics (as applicable), (school psychologist, paraprofessional, speech/language pathologist, occupational therapist), Professional Growth Plan, Improvement Plan.

D. Superseding Statute

To the extent they do not conflict with the requirements of the statute, the evaluation procedures set forth herein shall supersede and replace the procedures contained in Ohio Revised Code Section 3319.111.

**3.24 Master Teacher**

- A. The Master Teacher Committee ("Committee"), shall be responsible for overseeing and verifying candidate eligibility and using state-designated forms to properly process Master Teacher candidates. The Committee will approve only those who meet the eligibility standards set forth by the Ohio Department of Education.
- B. Teachers who are National Board Certified following the completion of the required section of the application, shall be designated as Master Teachers. Ohio Teachers of the Year and Presidential Award in Excellence in Math and Science Teaching recipients (within the last five (5) years) shall be designated as Master Teachers.

- C. The Committee shall consist of two (2) administrators and three (3) teachers from the Local Professional Development Committee (“LPDC”). The administrators shall be appointed by the Superintendent, or his designee, and the teachers by the Association President. All members of the committee shall serve three (3) year terms. The Committee chairperson will be an administrator and will be responsible for attending and facilitating Committee meetings, maintaining and storing required records (including meeting notes), receiving candidate applications, preparing candidate applications for blind readings, notifying applicants of Committee decisions, and submitting required information to the EMIS Coordinator. The Committee shall be trained during work time. The Committee shall be given release time to complete its work.
- D. Two (2) teacher members of the Committee will be responsible for scoring each application. If the two (2) assigned Committee member teachers disagree regarding the recommendation of an applicant, then the Superintendent or Designee from the Committee will read and score the application.
- E. The Committee will inform each applicant of its decision in writing, including his/her final score. If the applicant disagrees with the Committee’s determination, s/he may appeal the decision. The appeal must be submitted within thirty (30) calendar days of the Committee’s notification. Upon receipt of an appeal, the Committee will assemble a panel consisting of one (1) licensed educator selected by the Committee; one (1) licensed educator selected by the educator seeking resolution; and one (1) licensed educator selected by mutual agreement of the Superintendent and the Association President. These three (3) individuals will function as a panel to review the Committee decision and either uphold or overturn the decision. This meeting shall be held within sixty (60) calendar days from receipt of the written appeal. The Committee will render its final determination within fifteen (15) calendar days. No decision will be subject to the grievance procedure.
- F. Upon earning the Master Teacher designation, the Amherst Exempted Village School’s LPDC will award the Master Teacher with 6 CEUs, which is the equivalent to two (2) semester hours. A teacher can apply Master Teacher CEUs to those needed to renew his/her license once per license period. Master teacher CEUs cannot be applied toward an increase on the salary schedule.

### **3.25 Resident Educator Program**

- A. The Resident Educator Program means a program of intensive support provided by a school district pursuant to Ohio Revised Code 3319.22 to meet the unique needs of an individual in the first four years of employment under a classroom teaching license.
- B. Please refer to Teacher Resident Program Guidelines for job descriptions, expectations, hiring process, evaluation tool, self-assessments, organization structure, program improvement plan, mentor professional earning goal setting tool, etc.

C. Mentorship positions will be posted in accordance with Section 3.07A of the Negotiated Agreement.

D. Definitions

1. Resident Mentor: Works only with teachers new to the District that will be required to complete a Resident Educator program, or comes into the District with a partially completed Resident Educator program which needs to be completed.
2. Teacher Advisor: Works with any new teacher in the District that is not required to complete any part of a Resident Educator program as defined by Ohio Revised Code 3319.22. The Teacher Advisor is a voluntary position or can be paid through discretionary monies if approved by the building principal. The Teacher Advisor is assigned by the building principal and directed by the building principal. The Teacher Advisor is expected to assist a new teacher identify specific areas of skill enrichment and building/district awareness. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support the individual professional achievement.

E. Compensation

Compensation for the Resident Mentor:

1-2 Resident Educators: 3.75% of base  
3+ Resident Educators: 5.25% of base

F. General

1. The Resident Mentor will not be a part of the evaluation process of the resident educator.
2. Resident Mentor Evaluations:
  - a. All Resident Mentors will be evaluated at least one time per school year, by the Assistant Superintendent and/or his/her designee.
  - b. Please see the Mentor evaluation form for reference.
  - c. Each written evaluation will include specific recommendations regarding any improvements needed in the performance of the mentor being evaluated and regarding the means by which the mentor may obtain assistance in making such improvements.

- d. A follow-up conference may be offered within one week following the written evaluation form submitted to the Resident Mentor.
- e. The Resident Mentor has the opportunity to read and sign the evaluation form and make written comments.
- f. The Assistant Superintendent and/or his/her designee should provide to the Resident Mentors a copy of the evaluation tool prior to the end of September.
- g. The evaluator will keep the signed original of the evaluation tool and will give copies to the Resident Mentor and Superintendent.
- h. Self-evaluations for Resident Mentors will be required every year. The self-evaluation would be completed and shared with the Assistant Superintendent or his/her designee. The administration would have the opportunity to request subsequent self-evaluations as deemed necessary and beneficial. Improvement goals could be established before subsequent evaluations take place. Self-evaluations will become a part of the Resident Mentor's permanent record.
- i. It is the District's intent to promote positive working relationships with principals, Resident Mentors and Resident Educators on a consistent basis, however, at times, the District will have the opportunity to:
  - i. Resident Mentors can be reassigned resident educators to meet the needs of Resident Educator Program at the discretion of the Assistant Superintendent and/or his/her designee.
  - ii. Resident Mentors can be removed anytime during the school year, due to poor evaluations or the termination of assigned Resident Educator.
- j. The Resident Educator will be provided with at least four (4) half-days for release time to work and meet with Resident Mentor and Assistant Superintendent and/or his/her designee. Program requirements, collaboration, and planning can take place during this released time.
- k. For Resident Mentor selection and program procedures, please refer to Program Standard 4, Mentor Quality Guiding

Questions. Resident Mentors are required to be trained through ODE provided training (2-3 days) and paid for by the District.

### **3.26 Students With Special Needs**

- A. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped disabled by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's education plan will be developed in accordance with their individual special needs.
- B. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:
  - 1. The education benefits both academic and non-academic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
  - 2. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g., unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
  - 3. The cost of necessary supplementary services.
- C. Any teacher involved in educating a student who is being served under an IEP or 504 plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development (where possible), implementation or revision of that plan. The IEP/504 plan will designate the individual to whom the teacher should go to discuss questions and concerns related to subsection B2, above, or seek revisions or interventions.
- D. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; the District will be proactive in:
  - 1. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;

2. Providing in-service training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment.
  3. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
  4. Providing the individualized supplementary aids and services, including personnel that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.
- E. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students.
- F. Specialized Health Care Procedures
1. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the child.
  2. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student, unless otherwise required by the terms of the students IEP and/or 504 plan.
- G. Any issues relating to:
1. a student's eligibility for special education or accommodations under the IDEA or Section 504;
  2. the contents or appropriateness of a student's IEP/504 plan; or
  3. the student's placement;
- are not grievable.
- H. Review of Student Placement: A teacher who is to implement any part of an IEP and who has reason to believe that the student's placement is inappropriate may request an IEP team meeting.
- I. There shall be no more than 12 I.E.P. learning disability and/or developmentally handicapped students within a regular classroom. An inclusion team may agree by consensus to combine groups for instruction.

- J. Special Education Waivers: The President of the Association will be notified at any time the District applies for any Ohio Department of Education waiver for special education service ratios.

### **3.27 Use of Tobacco Products**

Use or consumption of tobacco products is forbidden on school grounds in accordance with state law and Board policy.

### **3.28 Safety and Security**

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

- C. **Building Visitation**

To protect the integrity of the educational process and to enhance building security, each school will have specific guidelines set forth in the building handbook based upon Board policy and Administrative Guidelines regarding classroom visitation and observation. The Administration will enforce these regulations.

### **3.29 Local Professional Development Committee**

- A. For purposes of this section a teacher is defined as an individual who is employed under a teaching certificate/license.
- B.
  - 1. Structure - The Amherst Schools Local Professional Development Committee (LPDC) shall be one committee. The committee shall work with employees certified/licensed who are employed to teach/serve in grades PreK-12.
  - 2. The LPDC shall develop and modify as necessary the Amherst Schools Local Professional Development Committee Handbook.
- C. **Size and Composition**
  - 1. The Amherst Schools' Local Professional Development Committee shall be composed of four (4) teachers (grades PreK-5) and three (3) teachers (grades 6-12), appointed by the ATA president, who are members of the legally recognized bargaining unit and/or certified/licensed. In the event there are not (4) or (3) to serve at the respective grade levels, a teacher will be appointed by the ATA President to complete the Committee with (7) members.

2. The Committee shall have one building principal appointed by the Superintendent who is certified/licensed to serve on the Committee and the two additional Committee members may be an administrator or any Amherst-employed individual selected by the Superintendent.
3. Length of term:  
All terms shall be three (3) years.
- D. It is further agreed that any discussion concerning compensation for teachers who elect to use CEUs (Continuing Education Units), PDUs (Professional Development Units) or any other form of credit shall be the responsibility of the Amherst Teachers Association and the Amherst Board of Education.

### **3.30 Criminal History Record Check (As Required by R.C. 3319.39)**

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

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

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

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

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

### **3.31 Credit Flex**

- A. The Credit Flexibility Committee shall be convened to review all plans and applications that are submitted by students wishing to participate in the District's Credit Flexibility Plan. The committee will include the High School Principal, one

- (1) High School Guidance Counselor, a department representative, and the identified Teacher of Record (“TOR”) at a minimum.
- B. Committee membership is voluntary. Credit Flexibility Committee members who are bargaining unit members will be compensated at the stipend rate of 0.085% of the base salary per hour for Committee meetings held outside of the normal work day.
  - C. The TOR who is an available bargaining unit member, is defined as the person responsible for final determination of the grade and whether credit should be granted. This TOR position is voluntary. This TOR will be a member of the Credit Flexibility Committee.
  - D. The TOR will be compensated at the rate of 0.085% of the base salary per hour for work conducted outside of the contractual work day in conjunction with the approved Credit Flexibility guideline. Summer work is voluntary and will be compensated at this same rate and must be determined in advance according to the Credit Flexibility Guideline.
  - E. Only bargaining unit members certified in the core, HQT, or credentialed subject area can be the TOR. If no bargaining unit member is available or willing, a credentialed school counselor or building administrator can serve in that role.
  - F. The TOR will only be required to evaluate student work as approved by the committee. It is not expected that the TOR will be required to create supplemental materials for independent study students, internships, community partnerships, etc. In cases where the TOR is required to create supplemental materials, the teacher will be granted release time.
  - G. For any work that requires the TOR to travel to an offsite location, the TOR will submit and be compensated for mileage at the IRS approved rate of travel.
  - H. Credit Flexibility teacher reassignments of the TOR will not take place in the middle or any time during the plan implementation.
  - I. The TOR will not be evaluated for Credit Flex students. Credit Flexibility students will not impact evaluation outside of the current terms negotiated in the Negotiated Agreement.
  - J. The Credit Flexibility Committee will review the Policy enacted by the Board titled: Amherst Exempted Village School District Credit Flexibility Guidelines once a year. Revisions will be made, if needed, upon the Committee’s recommendations to assure any and all state and/or federal criteria are being met.

### **3.32 Third-Grade Reading Guarantee**

The Board will pay once for the cost of teachers taking the examination to obtain the necessary credentials for meeting the third-grade reading guarantee.

**3.33 College Credit Plus**

- A. District-offered College Credit Plus courses shall be considered part of the regular course offerings for each department in the High School.
  - 1. The opportunity to teach any CCP course offered by the District during the regular school year shall be offered first to members of the bargaining unit who are qualified to teach the specific course. If there are no interested or qualified bargaining unit members, the District may seek adjunct professors from the participating IHE to offer needed courses.
  - 2. Teachers may choose whether to become qualified to teach CCP courses. Once the teacher is qualified to teach a CCP course offered by the District, the teacher may be assigned to teach the class consistent with the assignment of non-CCP classes.
- B. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. Any evaluation performed by the IHE shall be kept separate from the employee's personnel file, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation.
- C. All bargaining unit members who participate in the CCP program shall be provided professional leave necessary to complete the IHE application process and attend required visits to engage in planning with the cooperating college instructor. This shall be compensated at the hourly rate set forth in 3.01 A.3.g. if it occurs during non-contractual time. In addition, any bargaining unit members who teach a CCP course will be provided with a stipend of \$300 per semester.

## **ARTICLE IV CONTRACTS AND PAYMENT PROCEDURES**

### **4.01 Contract Information**

A. All contracts issued by the Board shall contain the following information:

1. Name of teacher, District and Board; and
2. Designation as “one-year limited,” “two-year limited,” “continuing” contract, or “substitute for leave of absence”; and
3. Date and signature.

B. Annual Compensation

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

C. Training and Experience Increment

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

D. Contract Days

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

### **4.02 Length of Contract**

A. A teacher new to the Amherst schools will serve on a one-year contract until three years of continuous and current service are completed; thereafter, two-year limited contracts will be given until a person qualifies for continuing contract status.

B. Continuing Contract: Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by September 15 of the school year in which the teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility either:

1. A Professional, Permanent or Life teacher’s certificate issued upon application submitted to the State Board of Education prior to September 1, 1998, or

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

2. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
  - a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
  - b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
3. For teachers initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
  - a. Holds a professional, senior professional or lead professional license;
  - b. Has held an educator's license for at least seven (7) years; and
  - c. Has completed either of the following;
    - i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
    - ii. If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.
4. The March 1<sup>st</sup> deadline for either option listed above in lines 1 – 3 will be deemed satisfied if the teacher provides verification on or before that date that necessary coursework has been satisfactorily completed and/or that licensure information sufficient to meet these requirements has been submitted to the Ohio Department of Education.

The teacher must have taught for at least three of the last five (5) years in the Amherst Exempted Village School District (for example, if a teacher has applied in September of his/her third year of teaching in the District, he/she will be eligible for tenure consideration in the Spring of that year assuming all other

criteria have been met). If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Amherst Exempted Village School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board, tenure is approved prior to the expiration of this two-year period.

**C. Extended Limited Contract**

If a teacher is eligible for a continuing contract, and has not previously attained continuing contract status elsewhere, the Superintendent may recommend that the board reemploy the member pursuant to an extended limited contract for a term not to exceed two years. If the Superintendent intends to make such a recommendation to the Board, he/she will notify the member and the Association President in writing of same at least ten (10) days prior to the Board meeting at which the recommendation will be considered. If the Board accepts the Superintendent's recommendation, the bargaining unit member will be notified of same by June 1. In addition, prior to the end of the school year the Superintendent will provide the member with a plan of improvement that sets forth the reasons why he/she recommended an extended limited contract and suggestions directed at the member's professional improvement. If the Board rejects the Superintendent's recommendation for an extended limited contract, the member will be considered non-renewed at the expiration of his/her current contract, provided the member receives notice of the board's action by June 1. This provision expressly supersedes and replaces the procedures contained in O.R.C. 3319.11 concerning the issuance of an extended limited contract.

**4.03 Fair Dismissal**

**A. Non-Renewal**

Any limited contract teacher whose contract is to be recommended for non-renewal by the Superintendent shall be given written reasons and an opportunity for a conference with the Superintendent. If the Superintendent thereafter indicates his/her intention to proceed with a non-renewal recommendation, a teacher and his/her representative(s) may meet with the Board in executive session to discuss the recommended non-renewal prior to formal Board action. If the Board acts to non-renew a limited contract teacher, written notice must be provided to the teacher on or before June 1. Thereafter, the teacher may challenge the non-renewal in accordance with the provisions of 3319.11(G). To the extent this process otherwise varies from those set forth in R.C. 3319.11, the parties agree that this provision supersedes and replaces that statute.

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

his/her return to teaching when this information becomes available to the Superintendent.

C. Teacher Termination – Continuing Contract Teachers

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

1. "Unsatisfactory teaching performance" is a performance pattern evidencing the failure of a teacher to remedy a deficiency or deficiencies identified in the evaluation process set forth in section D below where such deficiency or deficiencies demonstrate that the teacher is ineffective in the performance of assigned teaching duties, exclusive of supplemental contract duties.
2.
  - a. Before acting to terminate any teacher's contract for unsatisfactory teaching performance, the Board shall comply with the process set forth in section D below. The procedures set forth in section D below will be followed only in instances where termination for unsatisfactory teaching performance is contemplated.
  - b. Before presenting a recommendation to the Board for termination of a teaching contract for unsatisfactory teaching performance, the Superintendent, upon the recommendation of the building principal, will provide the teacher with a written notice, which notice will include the following:
    - i. The specific deficiency or deficiencies identified in the process set forth in section D below that have not been corrected and which demonstrate ineffectiveness of performance of teaching duties; and
    - ii. The process prescribed and recommended pursuant to section D to correct specific deficiency or deficiencies identified.

D. When the Administration has identified concerns with the teacher's performance such that termination for unsatisfactory teaching performance is contemplated, the teacher will be so advised in writing. The teacher may request that a copy of this notice be provided to the Association President. The following procedure will be followed:

1. Method of Appraisal and/or Evaluation:
  - a. The program of professional staff appraisal and/or evaluation will be accomplished using the observation and evaluation instruments in the Evaluation Handbook.

- b. The program of professional staff appraisal and/or evaluation consists of observations of the teacher's performance of assigned teaching duties, exclusive of supplemental contract responsibilities. To be employed in a termination procedure for unsatisfactory teaching performance, such appraisals and/or observations must be written and shared with the teacher.
  - c. Classroom observations will be conducted only by the teacher's principal or by an administrator. Only administrative personnel such as the principal, assistant principal, Superintendent, or director of special education may complete evaluations or observations.
  - d. In the event of a substantive disagreement between the teacher and the evaluator, which arises pursuant to this evaluation program, such disagreement shall be submitted to the Superintendent or his designee. Upon the request of the teacher, a different administrator shall be included in the evaluation program.
2. Frequency of Observations:
- a. Before the board initiates a contract termination for unsatisfactory teaching performance, the teacher will have been observed in a classroom setting a minimum of three times in three different months within the past twelve calendar months.
  - b. No more than four observations during a semester will be conducted unless the individual teacher and the evaluator agree upon additional observations.
3. Report of Observations:
- a. A copy of the written report(s) of the observations will be given to and discussed with the teacher in a conference conducted within five (5) school days following the observation(s).
  - b. During the conference, any observation(s), which is reflected in the written report(s) will be discussed with the teacher. If the teacher is not satisfied with the written report and conference, then the teacher may request another conference and subsequent written report of the conference with the observer and another district administrator. If the teacher requests an additional conference and is to be accompanied by another person to that conference, then the observer is entitled to have another administrator in attendance.
  - c. By signing copies of the written report, a teacher acknowledges only that the teacher has read and received a copy of the report.

- d. The teacher shall be given the opportunity to submit a written response to the report, which response will be placed in the teacher's personnel file. This response will be made within five (5) school days from receipt of the report and will be attached to the original report.
- e. A copy of the written observation and/or evaluations, along with any teacher response, will be filed with the Superintendent's office within ten (10) school days after the teacher's receipt of the report.
- f. The evaluation documents and any teacher responses, a full record of the recommendations for improvement made to the individual teacher, the assistance suggested and offered to the individual teacher, and any subsequent changes reported in the individual's performance will be maintained in the personnel file for each individual.

4. Teacher Rights and Obligations to Demonstrate Improvement:

- a. After reading and discussing the written appraisal or evaluation with the appraiser or evaluator, the teacher will be given specific and detailed suggestions and recommendations regarding means to improve performance and offered specific assistance to obtain such improvement. It shall be the joint responsibility of the teacher and principal to develop a written plan to overcome any reported deficiencies. At the teacher's request, a teacher of his/her choice may be offered the opportunity to participate in the development of this plan. The principal may request consultation assistance from another member(s) of the administration in the development or implementation of the written plan.
- b. Following development of the written plan, the principal is responsible for offering specific assistance in accordance with the plan to the teacher in the implementation of the plan. The teacher is responsible for implementation of the provisions of the written plan, which are designed to improve his/her performance, and is responsible for maintaining his/her teaching performance at acceptable levels.
- c. The teacher will be offered the assistance specified in the written plan and will be afforded a reasonable period of time, not less than three months, to correct the specified deficiencies. If an individual fails to correct the specified deficiencies, the individual shall be notified in writing of the failure.
- d. If, after the implementation of such written plans on two (2) separate occasions, the teacher has not achieved the desired goal, then the principal may recommend to the Superintendent termination of contract for unsatisfactory teaching performance.
- e. Following such recommendations, the Superintendent shall convene a meeting involving the principal, other administrators involved in the

evaluation process, the teacher, and a representative of the teacher's choice, which may include another local teacher or the uni-serv consultant. The Superintendent shall be advised of the teacher's intent to involve the uni-serv consultant, and if such consultant will be in attendance, the board retains the right to involve a representative of its choice.

- f. Any grievance filed pertaining to this article can be filed only to contest alleged noncompliance with the procedural aspects set forth herein. Decisions and reasons in support of a teacher's evaluation or appraisal, deficiencies identified in the process, suggestions and recommendations for improvement, and conclusions with respect to teaching performance are not grievable but may be contested in the referee hearing and any subsequent appeals. It is expressly understood that the grievance procedure may not be employed to challenge a termination decision taken in accordance with the procedures set forth in revised code sections 3319.16 and 3319.161. However, any termination decision may be appealed to the courts as provided by law.

E. Superseding Statute

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

**4.04 Extra-Duty Positions**

- A. All extra-duty positions shall be included in the extra-duty salary schedule and must be listed as percentages of the base salary with the standard increments for experience.
- B. All extra-duty positions will be automatically non-renewed.
- C. Adjustments in the extra-duty salary schedule must be submitted to negotiations by either the board or the association.
- D. In considering reemployment of a person in an extra-duty activity, a determined effort should be made by the immediate supervisor to advise the person of strengths and shortcomings so that the person will have an opportunity to improve them. A written report shall be submitted by the principal concerning reemployment. The Superintendent shall review before the Board the steps taken and shall then make a recommendation concerning the reemployment of the individual. The Board will then be in a position to make its decision.
- E. Any person who is hired as head coach or advisor in an activity shall be placed on the extra-duty salary schedule in such a way as to be paid at least one percent more than the individual was paid as an assistant in that same activity within the system.

- F. An Amherst extra-duty employee promoted to the next higher level in the same activity will be credited, as the employee begins serving in the new position, with the experience increments earned at the previous level. If an extra-duty employee is promoted two or more levels from one year to the next in a given activity, the employee shall be credited with experience increments at the discretion of the Superintendent.
- G. Any person who is employed on an extra-duty contract and who has experience in the same activity from another school system shall be given one-half (1/2) of any years' experience credit on the extra-duty scale for the same activity. It shall be the responsibility of the employee to document outside extra-duty experience.

#### **4.05 Extended Service**

- A. The high school counselors shall be given fifteen (15) days each of extended service. The junior high counselors shall be given twelve (12) days each of extended service. The K-5 counselors shall be given up to ten (10) days of extended service, if requested.
- B. The Superintendent or his designee and the Association President or his designee will continue to evaluate requirements related to extensive curriculum planning and/or revision and make appropriate recommendations related to extended service payments.
- C. Classroom teachers requested by an administrator to work outside their 184 or 185 contracted days shall be compensated up to three days at a rate of \$100.00 per day. Article 4.05D does not apply to evening activities during the 184 or 185 contracted days, extra-duty contracts, summer school contracts, extended service days, and/or discretionary fund activities.
- D. For the purposes of writing IEPs, intervention specialists shall receive two days of release time. Teachers eligible for the release time may choose either to be paid for two days at \$100 per day (total \$200), or take the two days as release time, but may not combine pay and release time options.

#### **4.06 Regulations Governing Payment of Salaries; Interpretation of Salary Schedule**

- A. No change in an existing salary schedule shall reduce any teacher's basic salary in effect at the time of the schedule change.
- B. The salary schedule of the Amherst schools is a single schedule based upon equal payment for equal training, experience, and duty.
- C. Records of all previous teaching experience and transcripts of all educational training must be on file with the Superintendent by September 15 of each year before salary payment is made to any teacher.

- D. It is to be understood that an appointment as a member of the teaching staff is an appointment as a teacher in the school system. All appointments and assignments shall be made subject to the right to transfer any or all teachers from grade to grade, from school to school, or from one ranking to another whenever the good of the school system may require, and subject to all the rules and regulations of the Board, now in force or hereafter adopted, governing such employment.
- E. Credit granted to an incoming teacher shall be as follows:
1. In accordance with state law, full credit for all of the first five (5) years of actual teaching experience must be granted for those teachers employed new to the District. Credit may be granted up to twelve (12) years for all previous actual teaching experience at the discretion of the Superintendent.
  2. Further credit may be granted, based upon the qualifications of the applying teacher, up to the limit of the salary schedule. The degree of credit shall be within the discretion of the Superintendent and the Board after consultation with the ATA.
- F. Teaching experience of one hundred twenty (120) days or more during a school year shall be recognized and credited as one full year's teaching experience.
- G. Full credit up to five (5) years shall be given for military service at the rate of twelve (12) months of military service equaling one year of teaching.
- H. Transcripts of additional training must be on file with the Superintendent before additional salary is paid for such additional work or before contract changes are made.
- I. Teachers qualifying by added training for a higher salary bracket shall be placed in the appropriate higher bracket two times a year. The teacher's application with evidence may be submitted either: (1) on or before September 15<sup>th</sup>; or (2) on or before January 15<sup>th</sup>, effective with the current pay period of the regular board meeting.
- J. For the purpose of interpreting the salary schedule in making the report on the Foundation Program, the following credit-hour equivalents shall be employed:
- |             |  |
|-------------|--|
| One year    | 30 semester hours or 45 quarter hours  |
| Two years   | 60 semester hours or 90 quarter hours  |
| Three years | 90 semester hours or 135 quarter hours |
| Four years  | Bachelor's degree                      |

- B.A.+10 Bachelor's degree plus ten (10) additional semester hours or fifteen (15) quarter hours. These hours are to be secured after receipt of degree.
  - B.A.+20 Bachelor's degree plus twenty (20) additional semester hours or thirty (30) quarter hours. These hours are to be secured after receipt of degree.
  - B.A.+30 ("Five years" for reporting on Foundation Program) Bachelor's degree plus thirty (30) semester hours or forty-five (45) quarter hours. These hours are to be secured after receipt of degree.
  - M.A. Master's degree actually awarded.
  - M.A.+10 Master's degree plus ten (10) additional semester hours or fifteen (15) quarter hours. These hours are to be secured after receipt of the master's degree.
  - M.A.+20 Master's degree plus twenty (20) additional semester hours or thirty (30) quarter hours. These hours are to be secured after receipt of the master's degree.
  - M.A.+30 Master's degree plus thirty (30) additional semester hours or forty-five (45) quarter hours. These hours are to be secured after receipt of the master's degree.
  - M.A.+45 Master's degree plus forty-five (45) additional semester hours or sixty-seven and one-half (67.5) quarter hours. These hours are to be secured after receipt of the master's degree.
- K. Full credit shall be given for graduate and undergraduate hours beyond the bachelor's degree, with undergraduate courses to be approved in writing in advance by the Superintendent. At least one-half (1/2) of the graduate and undergraduate hours shall be in the teacher's field of teaching and/or area of certification/licensure. If transfers of responsibility are made after initial employment or after master's credit has been granted, such transfers shall in no way impair the salary status of any teacher so transferred.

#### **4.07 Pay-Period Options**

- A. Teachers shall be paid twenty-four (24) equal pays through automatic deposit. Title I Tutors will be paid on an hourly rate through time sheets.
- B. Teachers' will receive electronic notification of pay through their designated email account.

- C. Each teacher has the option to receive his/her pay normally received during the summer in one lump sum at the end of the teacher work year. The teacher must notify the Treasurer in writing prior to March 1<sup>st</sup>.
- D. Fringe benefits must be paid throughout the entire twelve-month contract year for all teachers who remained in the employment of the District for the entire school year. Upon retirement, teachers will receive fringe benefits up to the date of retirement only.

#### **4.08 Payroll Deductions/Direct Deposit**

- A. Within the limitations of available software, the Board shall provide payroll deduction/direct deposit options to all members of the Association to participate in the following:
  - 1. Insurance (employee contributions to be equally divided over 24 pays)
  - 2. Credit unions/financial institutions
  - 3. Investment firms/tax shelters
  - 4. Professional dues/fair share fees (if/when fair share is legally authorized)
  - 5. OEA Fund
  - 6. ATA Scholarship Fund
  - 7. Other approved deductions
- B. The Treasurer shall send prior or concurrent notice to a teacher specifying any change to be made in deductions from that teacher's salary. Usual adjustments in deductions made at the start of a contract year in order to comply with negotiated contract agreements shall be excluded from this requirement.
- C. Deductions for professional dues and fair share fees (if/when fair share is legally authorized) are made according to the provisions of Article 5.04 G.

#### **4.09 Job Sharing**

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

**4.10 Part-Time Licensed Employee****A. Definition**

A “part-time licensed employee” is a member of the bargaining unit represented by the Association who is regularly employed by the Board to work less than thirty (30) hours per week, excluding Title I Tutors.

**B. All part-time licensed employees shall retain all seniority earned as of June 29, 2019. Effective June 30, 2019, a part-time licensed employee shall receive one-half year seniority for every year worked as a regular part-time licensed employee. Part-time licensed employees shall be subject to staff reduction in accordance with their seniority status and as provided in section 3.06.****C. Salary Schedule Advancement for Part-Time Licensed Employees**

Part-time licensed employees shall advance on the salary schedule according to STRS/SERS guidelines for calculating years of service.

Paid planning/conference time for part-time licensed employees who are teachers shall be provided in an amount pro-rated per week of that for full-time teachers.

## **ARTICLE V PROFESSIONAL ORGANIZATION**

### **5.01 Grievance Resolution**

#### **A. Preface**

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

#### **B. Purposes**

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

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

#### **C. Definitions**

1. A "grievance" shall mean a complaint by a teacher, group of teachers, or the association that there has been a violation or inequitable application of one or more of the provisions of a contract.
2. An "aggrieved person" or "grievant" is the person or group of persons making the complaint.
3. A "party of interest" is the person or group making the complaint and any person who might be required to take action or against whom action might be taken as a result of the resolution of the grievance.

4. A "party of concern" is a party of interest, the grievant's counsel, if any, the association grievance representative, the chairman of the association grievance committee, the Association President, and the Superintendent.
5. The term "days," when used anywhere in Article V, shall mean teacher workdays unless otherwise stated. Thus, weekend days, vacation days, and holidays are excluded.
6. The "Association" is the Amherst Teachers Association, and the "Board" is the Amherst Board of Education.

D. Procedure

1. Level One

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

2. Level Two

- a. Within five (5) days of receipt by the grievant of the disposition rendered by the principal, or if no disposition is rendered within the five (5) days, the grievance may be appealed to the Superintendent or his/her designee, in case of the Superintendent's illness or unavoidable absence. The appeal shall include: (1) a copy of the level one disposition, if any; (2) the grounds for appeal; and (3) the names of all persons officially present at the level-one meeting. Each party of concern shall receive a copy of the appeal from the grievant or a grievance representative.
- b. A meeting to consider such appeal shall be held within ten (10) days of its receipt by the Superintendent or his/her designee. Five (5) days prior to the

meeting, written notice of the date, time, and place of the meeting shall be given to the parties of concern. At this meeting, the grievant has the right to be accompanied and/or represented by representatives of his/her choosing.

- c. Within five (5) days of the meeting, the Superintendent or his/her designee shall communicate to the parties of concern his written disposition, including the reasoning on which the disposition is based.

### 3. Level Three

- a. If the grievant and the Association are not satisfied with the disposition of the Superintendent, or if no disposition is rendered by the Board within 5 days of the level two meeting, the Association, by written notice to the other party, shall have the right to appeal the dispute to an impartial arbitrator. The appeal for arbitration of the grievance shall be filed with the American Arbitration Association within 10 days, unless the parties mutually agree to grievance mediation as set forth below. The arbitrator shall be selected from a list of 15 names provided by the American Arbitration Association in accordance with its voluntary rules and regulations.
- b. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitrators Association, but the board, the Association, the grievant, or a grievance representative shall not be permitted to insert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the appeal to the arbitrator or insert any evidence known but not disclosed prior to the appeal to the arbitrator.
- c. The findings of the arbitrator shall be binding on both parties in interest for any grievance filed under Section 5.01C of the grievance definition.
- d. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of this agreement, nor shall he make any decision contrary to law.
- e. The arbitrator may rule on procedures related to teacher evaluation in Section 3.22 or 4.04 C, but shall not substitute his judgment for that of the evaluator/decision-maker.

### 4. Alternative Grievance Mediation Step

- a. Upon mutual agreement, the parties may seek non-binding Grievance Mediation through FMCS after filing the initial notice of appeal at Level Three (arbitration), but prior to notification to AAA, to explore whether an amicable resolution of the grievance is possible.
- b. FMCS Grievance Mediation will be scheduled at a date/time/location that is agreed upon by the parties who will mutually pursue the first meeting date

available to the mediator, and make good faith efforts to secure a date not later than twenty (20) workdays from the filing of the request for mediation.

- c. During the Mediation process, the grievance will be held in abeyance unless or until Mediation is held (and unsuccessful) or if either party subsequently determines not to continue with Mediation. In either of these circumstances, the Grievant/Association must file with AAA within ten (10) days of the terminating event in order to proceed to arbitration at Level Three.

#### E. General Procedures

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

**5.02 Association Rights and Privileges**

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

**A. Building Use**

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

**B. School Equipment Use**

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

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

**C. Bulletin board space shall be available in every building for use by the Association. Such space shall be located in an area normally frequented by teachers, such as the teachers' workroom. Materials shall be posted at the discretion of the Association.****D. The Association shall be authorized to use school mail service, school public address system, school email system, and the teachers' mailboxes for the distribution of Association material. Such materials shall be distributed at the discretion of Association representatives.****E. Time at Faculty Meetings**

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

**F. Notification of Board Meetings**

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

**G. Board Agenda**

The Association shall receive email notification of when Board agendas are posted on the District website.

**H. Personnel Directory**

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

I. No-Reprisal Clause

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

J. Rights Under the Law

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

K. Association Meeting Days

The administration shall reserve the second Wednesday of each month for Association meetings. Administrators will not schedule meetings on those dates without consulting the Association president. Additional Association meetings may be scheduled in the District with the filing of a building permit three days in advance.

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

M. The Association President will be provided with 45 minutes of release time per day to address Association business. If the Association President is assigned to an elementary building, representatives of the Board and Association will meet to discuss the application of this provision.

**5.03 Orientation Program Time**

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

**5.04 Recognition and Negotiations Agreement**

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

1. The following employees are included in the bargaining unit:

- a. classroom teachers (PreK-12);
- b. full-time permanent substitutes paid on the negotiated salary schedule;
- c. school counselors;
- d. librarians and reading specialists;

- e. part-time or non-supervisory athletic directors;
  - f. non-supervisory psychologists hired after 1990;
  - g. speech and language pathologists;
  - h. Title 1 tutors;
  - i. occupational therapists; and
  - j. paraprofessionals
2. The following employees are specifically excluded from the bargaining unit:
- a. the Superintendent and Assistant Superintendents, directors, and supervisors;
  - b. principals and assistant principals;
  - c. one supervisor/psychologist;
  - d. one full-time athletic director;
  - e. substitute teachers and other casual or occasional employees;
  - f. the Treasurer and assistant treasurers;
  - g. confidential and management-level personnel as defined in Ohio Revised Code 4117.01;
  - h. all other similar certificated personnel (positions); and
  - i. all other employees not specifically included.
- B. The Board recognizes that Association representation will include any newly created positions defined specifically in this section and not specifically excluded in this section or governed by Ohio Revised Code 3319.02. The Board retains and reserves all powers, rights, authority, and responsibilities conferred upon and vested in it by law, except as specifically limited by the express terms of this agreement.
- C. Either the Association or the Board may initiate negotiations six (6) months prior to the expiration of the contract by letter submission forwarded to the other party during January. Within ten (10) working days of the transmittal of said submission letter, the parties shall hold their first negotiating session. At any negotiation session, either party may be represented by no more than six (6) representatives.
- D. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the service of the Federal Mediation and Conciliation Service to assist in negotiations. If a

party calls for mediation involvement, the other party shall join in a joint request. It is agreed that the procedures set forth in this Section constitute the parties' mutually agreed dispute settlement procedure, which supersedes and replaces the procedures contained in ORC 4117.14.

- E. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration. All Board minutes and copies of the monthly financial report will be available to the Association following the approval of the Board.
- F. No action to coerce, censor, or penalize any negotiations participant shall be made or implied by any other member as a result of participation in the negotiation process.
- G. Right to Fair Share Fee

This section is null and void as a matter of law based on Supreme Court decision in Janus v. AFSCME, Council 31, 585, (2018) and will not be implemented, but is preserved in the Appendix and shall be utilized should the law change in future years.

H. Payroll Deduction of Association Dues

1. The Board agrees to deduct from the wages of any employee-member of the Association, the dues, initiation fees, and assessments of the Association, upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member.
2. Deductions of the annual dues, and assessments will be made in as nearly equal pay period installments during the school year and in an amount determined by the Association. Deductions shall begin with the first pay period in October and continue for eighteen (18) pays for Title I Tutors and twenty-two (22) pays for all other members. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member.
3. All monies deducted for such purposes shall be transmitted to the Association not more than five (5) days following the collection via check. Accompanying each check will be a complete listing of the names of the members for which payroll deduction was made.
4. In the event an employee severs employment with the District or cancels their membership outside of the cancellation period defined in this Contract, the Board Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

5. A member who wishes to cancel payroll deduction of dues may do so by notifying the Association President and Treasurer in writing, not less than four (4) weeks prior to the effective date of the payroll change.

I. Association Membership

Association membership is annual with the membership beginning September 1 through August 31. Once a member enrolls such membership shall be continuous for each subsequent membership year unless the individual cancels their membership.

J. Association Membership Cancellation

Any individual who wishes to cancel their membership must notify the Association Treasurer and President in writing between August 1 and August 30. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

K. Teacher Professional Organization (“TPO”)

1. Upon written request by the Association President accompanied by a check in the correct amount, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Amherst Teachers Association and/or affiliate of the Association, upon written notification to the District Treasurer. The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed and the amount to be paid for the work.
2. The Association shall pay the Board for the amount of the supplemental contract and the retirement contributions paid on behalf of the employee(s) at the time such payment is made.
3. To comply with STRS rules and Ohio Administrative Code Section 3307-6-01, the employer and the employee contributions must be made on compensation from the member’s teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary for 250 days.
4. The supplemental contract shall be paid within 30 days of deposit funds by the District Treasurer through regular payroll.
5. All payments will reflect standard deductions for STRS retirement, Medicare and Workers' Compensation. In addition, there will be a 4% administrative processing fee which will be assessed to the ATA, not the individual member on the gross compensation amount.

**5.05 Rights of Individuals**

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

#### **5.06 Severability**

This agreement supersedes and prevails over all laws, rules, policies, and regulations except as specifically set forth in ORC 4117.10(A). In the event there is a conflict between a provision of this agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision, to the extent required by law. All other provisions of this agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

#### **5.07 Contract Amendment**

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

#### **5.08 Complete Agreement**

- A. If, during the term of this agreement, there is a change in any applicable state or federal law, or rule or regulation adopted by any state or federal agency, that would invalidate any provision of this agreement, the parties will meet to negotiate any necessary modifications to the agreement within a reasonable period of time after a demand to negotiate is made by either party.
- B. If, during the term of this agreement, there is a change in any applicable state or federal law, or rule or regulation adopted by a federal or state agency, that requires the board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the effects of such policies upon terms, conditions of employment, and working conditions within a reasonable period of time after a demand to negotiate is made by either party.
- C. If negotiations occur as a result of the application of either paragraph A or B, above, should the parties fail to reach an agreement after sixty (60) calendar days, the parties shall utilize the mutually agreed upon dispute resolution procedure detailed in section 5.04 D. of the Agreement.
- D. Nothing in this section requires either party to agree to a proposal or make a concession.

#### **5.09 Clerical Revision**

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

### 5.10 Duration of Agreement

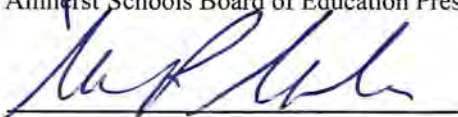
Except as otherwise provided herein, this agreement shall be effective June 30, 2023, and shall remain in effect until June 29, 2026, at which time it shall expire. In the event that the Board and the Association fail to secure a successor agreement prior to the expiration date of this agreement, the parties may mutually agree, in writing, to extend this agreement for any period of time.

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

22 day of February, 2024, at Amherst, Ohio.

Amherst Schools Board of Education

  
Amherst Schools Board of Education President

  
Amherst Schools Superintendent

  
Amherst Schools Treasurer

Amherst Teachers Association

  
Amherst Teachers Association President

  
ATA Chief Negotiator

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**TEACHER SUBBING FORM**

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

Name: \_\_\_\_\_

Building: \_\_\_\_\_

Nature of assignment as per 1.04B: \_\_\_\_\_

\_\_\_\_\_

Amount of time: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Signature of Principal

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## Amherst LPDC - Activity Proposal

Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

**Instructions:**

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

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

\_\_\_\_\_ Check here for Tuition Reimbursement per Negotiated Agreement Article 1.13

Semester hours \_\_\_\_\_ Cost per hour \_\_\_\_\_

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

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

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

Office Use ONLY	
_____ Approved _____ Disapproved (*see attached evaluation)	<div style="display: flex; justify-content: space-between;"> <div>LPDC Chairperson</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Superintendent</div> <div>Date _____</div> </div>

**Make a copy of this for your personal file.**

## Activity Proposal Evaluation Rubric

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

.....

WRITTEN APPEAL (revision)

Date \_\_\_\_\_

Must be submitted within 20 working days of the denial.

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

## Amherst LPDC - Activity Verification

Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Signature of Presenter/Facilitator

\_\_\_\_\_  
Date

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

**Make a copy of this for your personal file.**

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**EQUIPMENT REPAIR REQUEST FORM (3.16)**

Building: \_\_\_\_\_

Date: \_\_\_\_\_

Equipment Name: \_\_\_\_\_

Problem: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

Service Contract Name: \_\_\_\_\_

Date Contracted: \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Principal's Signature: \_\_\_\_\_

## CITIZEN'S REQUEST FOR RECONSIDERATION OF A WORK FORM

Hardcover \_\_\_\_\_  
Author \_\_\_\_\_ Paperback \_\_\_\_\_

Title \_\_\_\_\_

Request initiated by \_\_\_\_\_

Date \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ZIP Code \_\_\_\_\_

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

1. To what in the work do you object? \_\_\_\_\_  
\_\_\_\_\_

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

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

4. Did you read the entire work? \_\_\_\_\_

What pages or selections did you read? \_\_\_\_\_

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

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

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

Date of Informal Step 1 \_\_\_\_\_

Status \_\_\_\_\_

Supervision Signature \_\_\_\_\_

Grievant Signature \_\_\_\_\_

**GRIEVANCE REPORT FORM  
AMHERST SCHOOLS**

Distribution of Form:

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

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

A. Date cause of grievance occurred: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Specific Relief Sought

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	Signature	Date
--	-----------	------

C. Disposition by Appropriate Supervisor

\_\_\_\_\_

\_\_\_\_\_

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

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**APPLICATION FOR DISCRETIONARY FUNDS****ATA Negotiated Agreement****1:03 Discretionary Fund**

- A. Applications for discretionary funds will be made to Association building representatives and building principals for consideration. Recommendations will be submitted to the Superintendent for final approval. A copy of these recommendations will be sent to the Association President.
- B. For the discretionary funds, 13.33% of the BA base will be approved for each PreK-3, 4-5, and 6-8 building and 1% of the BA base will be approved for the High School (9-12) building per year.
- C. These funds shall be applied to supplemental contracts for activities not listed on the extra duty salary schedule.
- D. The supplemental contracts shall be for no less than \$100.00 and for no more than \$300.00

**Criteria for the Discretionary Funds**

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

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

PROPOSED ACTIVITY \_\_\_\_\_

BUILDING \_\_\_\_\_

ADVISOR'S NAME \_\_\_\_\_

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

-----

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ Funding Amount \_\_\_\_\_

cc: Superintendent  
Amherst Teachers' Association President

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## **Amherst School District Wellness Program**

### **Purpose and Goals**

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

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

### **Enrollment**

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

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

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

Proof of completion must be uploaded to the provider by the provider deadline.

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

#### **Non-compliance**

When it is determined that an employee has not met the annual enrollment conditions, the employee will be notified by June 15<sup>th</sup> that they are disqualified and that their medical plan premium that should have been paid that year will be deducted from the employee's remaining paychecks. Where covered members, for documented medical reasons by a physician, are unable to complete the biometric portion of the enrollment process, they will not be penalized and subject to the higher contribution rate. This waiver would have to be requested and verified in writing annually.

#### **Confidentiality**

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

**Lake Erie Regional Council**

Working Spouse Rule Language

Effective July 1, 2023

**Working Spouse Rule Effective 1.1.2022**

**(Existing schools with Working Spouse Rule in place today, effective date is at next CBA agreement)**

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization, or retirement plan, that costs the spouse no more than 50% of the premium cost for the lowest cost plan, must enroll in that coverage and the Amherst Exempted Village School District Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Amherst Exempted Village School District Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after July 1, 2023, or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost to the spouse for single coverage under the lowest cost plan is more than 50% of the premium cost.

Only one member of the marriage (who are both covered by member schools of LERC) may elect family coverage under a district health plan and, in such event, that individual's spouse shall not be eligible to elect any coverage under his/her district's plan (and shall be a dependent under the elected family coverage). The married couple shall have the right to determine under which district's health plan it will have family coverage. If Single coverage is elected by one of the married individuals, the spouse may NOT elect family coverage but may elect single coverage at his/her district (or waive such coverage).

If an employee's-spouse is self-employed or an independent contractor and they offer health insurance to their employees, they must take that coverage

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the Amherst Exempted Village School District.

Every employee whose spouse participates under the Amherst Exempted Village School District's medical/prescription drug insurance coverage shall complete and submit to the

Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by the Amherst Exempted Village School District. Additional documentation may be required.

If an employee submits false information, or fails to timely advise the Plan of a change in a spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group medical/prescription drug insurance, and such false information or such failure results in the Plan providing benefits to a spouse who is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by an employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action, up to and including termination of employment.

## PRESERVATION OF FAIR SHARE FEE LANGUAGE

During the collaborative discussions utilizing the interest-based bargaining model which resulted in a successor agreement, representatives of the parties reached a consensus on the importance of retaining contract language for possible future use relevant to fair share fees. In particular, the following language is presently null and void as a matter of law based on Supreme Court decision *Janus v. AFSCME*, Council 31, 585 U.S. (2018) and will not be implemented but is preserved here should the law change in future years.

### G. Right to Fair Share Fee

1. Payroll Deduction of Fair-Share Fee. Effective July 1, 2009, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the ATA a fair share fee for the Association's representation of such non-members during the term of this Contract. The Association is responsible for advising the Treasurer of the amount of fair-share fees to be deducted from non-members with notice to be provided to the Treasurer of the board by January 15 of each school year.
2. Specifically excluded from the obligation to pay a fair share fee are those bargaining unit members who were not members of the Association as of March 1, 2009. Those individuals will be "redlined" and it is expressly agreed that these individuals will not be required to pay a fair share fee unless or until there is a break in service and such individuals are re-employed by the District.
3. Notification of the Amount of Fair-Share Fee. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the board on or about October 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
4. Schedule of Fair-Share Fee Deductions
  - a. All Fair-Share Fee Payers - Payroll deductions of such fair share fee shall begin at the second payroll period in February except that no fair share fee deduction shall be made for bargaining unit members employed after October 31 until the second pay after notice from ATA, which period shall be the required probationary period of newly employed bargaining unit members.
  - b. Upon Termination of Membership During the Membership Year – The Treasurer of the board shall, upon notification from the Association that a member has terminated membership, commence the deduction of fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

5. Transmittal of Deductions. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
6. Procedure for Rebate. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 C of the Revised Code and that a procedure for challenging the amount, of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association. The Association further represents that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
7. Entitlement to Rebate. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
8. Indemnification of Employer. The Association agrees to hold the Board, including its officers, members and agents and specifically including the Superintendent, Treasurer, and other members of the Administration, harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees or dues, to indemnify the Board (as defined above) for any liability imposed on it as a result of any such suit, claim or administrative proceeding, to provide legal defense for the Board (as defined above) in any said suit, claim or administrative proceeding, and to reimburse the Board (as defined above) for any and all expenses incurred by the Board in any such suit, claim or administrative proceeding, including court costs. The Association shall reserve the right to designate counsel to represent and defend the Board, as defined above. The Board shall give a written notice to the President of the Association not later than twenty (20) working days following receipt by the Board of any written claim made or action filed against the Board by a non-member for which indemnification may be claimed by the Board. The Board, as defined above agrees (1) to give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) to permit the Association or its affiliates to intervene as a party in the action if the Association or its affiliate's application to file briefs amicus curiae in the action.
9. The ATA shall be responsible for meeting the specific timelines as set forth in this Section. If the timelines are not adhered to by the ATA, the Treasurer of the Board shall not be required to follow the strict timelines regarding the beginning dates for payroll deductions. However, the Treasurer of the Board will begin such deductions not later than thirty (30) calendar days after receipt of the required information from the ATA.

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