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AMENDED AND RESTATED MASTER AGREEMENT

BETWEEN

ASHTABULA AREA TEACHERS' ASSOCIATION

AND

ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION

AUGUST 1, 2023 – JULY 31, 2025

AMENDED FOR THE PERIOD COMMENCING AUGUST 1, 2024 AND ENDING JULY 31, 2025

AND

FURTHER AMENDED FOR THE PERIOD COMMENCING AUGUST 1, 2025 AND ENDING JULY 31, 2027

Recitals

WHEREAS, the Ashtabula Area City Schools Board of Education ("Board") and the Ashtabula Area Teachers' Association OEA/NEA ("Association") entered into an Amended And Restated Master Agreement between Ashtabula Area Teachers' Association And Ashtabula Area City Schools Board of Education August 1, 2023 – July 31, 2025 ("Agreement");

WHEREAS, the Board and the Association amended the Agreement for the period commencing August 1, 2024 and ending July 31, 2025; and

WHEREAS, the Board and the Association now desire to further amend the aforementioned Agreement for the period commencing August 1, 2025 and ending July 31, 2027 as more particularly set forth hereinafter, retaining any and all terms and provisions of the aforementioned Agreement as amended which are not inconsistent herewith.

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Amendments to the Agreement for the period commencing August 1, 2025 and ending July 31, 2027

ARTICLE XXII SALARY SCHEDULE

G. Base Salary

Step 0 - B.S. Degree Salary Classification will be established pursuant to the appropriate appendices as follows:

Effective August 1, 2025 there will be a 2.0% increase to the base salary of all bargaining unit members.

Effective August 1, 2026 there will be a 2% increase to the base salary of all bargaining unit members.

ARTICLE XXVI - DURATION

This Agreement shall be effective from August 1, 2025 to and including July 31, 2027.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned.

ASHTABULA AREA TEACHERS ASSOCIATION

President

ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION

President

Treasurer

Superintendent

APPENDIX C-2
ASHTABULA AREA TEACHERS ASSOCIATION
SALARY SCHEDULE EFFECTIVE AUGUST 1, 2025

STEP	N.D.	BS	BS+10/B.S. 150+	BS+20	MA	MA+10	MA+20	MA+30
0	30,275	36,277	38,092	39,906	41,718	43,533	45,347	47,162
1	31,500	38,092	39,906	41,718	43,533	45,347	47,162	48,975
2	32,725	39,906	41,718	43,533	45,347	47,162	48,975	50,789
3	33,950	41,718	43,533	45,347	47,162	48,975	50,789	52,602
4	35,175	43,533	45,347	47,162	48,975	50,789	52,602	54,417
5	36,400	45,347	47,162	48,975	50,789	52,602	54,417	56,230
6	36,400	47,162	48,975	50,789	52,602	54,417	56,230	58,045
7	36,400	48,975	50,789	52,602	54,417	56,230	58,045	59,858
8	36,400	50,789	52,602	54,417	56,230	58,045	59,858	61,672
9	36,400	52,602	54,417	56,230	58,045	59,858	61,672	63,485
10	36,400	54,417	56,230	58,045	59,858	61,672	63,485	65,299
11	36,400	56,230	58,045	59,858	61,672	63,485	65,299	67,113
12		58,045	59,858	61,672	63,485	65,299	67,113	68,928
13		59,858	61,672	63,485	65,299	67,113	68,928	70,741
14		59,858	61,672	63,485	65,299	67,113	68,928	70,741
15		59,858	61,672	63,485	65,299	67,113	68,928	70,741
16		59,858	61,672	65,299	67,113	68,928	70,741	72,555
17		59,858	61,672	65,299	67,113	68,928	70,741	72,555
18		59,858	61,672	65,299	67,113	68,928	70,741	72,555
19		59,858	61,672	67,113	68,928	70,741	72,555	74,369
20		61,672	63,485	67,113	68,928	70,741	72,555	74,369
21		61,672	63,485	67,113	68,928	70,741	72,555	74,369
22		61,672	63,485	68,928	70,741	72,555	74,369	76,183
23		61,672	63,485	68,928	70,741	72,555	74,369	76,183
24		61,672	63,485	68,928	70,741	72,555	74,369	76,183
25		63,485	65,299	70,741	72,555	74,369	76,183	77,996
26		63,485	65,299	70,741	72,555	74,369	76,183	77,996
27		63,485	65,299	70,741	72,555	74,369	76,183	77,996
28		64,211	66,026	71,467	73,281	75,094	76,909	78,722
29		64,211	66,026	71,467	73,281	75,094	76,909	78,722
30		66,024	67,839	73,280	75,094	76,909	78,722	80,536

APPENDIX C-3

ASHTABULA AREA TEACHERS ASSOCIATION

SCHOOL PSYCHOLOGIST SALARY INDEX AND SCHEDULE
EFFECTIVE AUGUST 1, 2025

STEP	MA+30	INDEX	SALARY
0	47,162	1.1	51,878
1	48,975	1.1	53,872
2	50,789	1.1	55,868
3	52,602	1.1	57,862
4	54,417	1.1	59,859
5	56,230	1.1	61,853
6	58,045	1.1	63,849
7	59,858	1.1	65,843
8	61,672	1.1	67,839
9	63,485	1.1	69,834
10	65,299	1.1	71,829
11	67,113	1.1	73,825
12	68,928	1.1	75,820
13	70,741	1.1	77,815
14	70,741	1.1	77,815
15	70,741	1.1	77,815
16	72,555	1.1	79,810
17	72,555	1.1	79,810
18	72,555	1.1	79,810
19	74,369	1.1	81,806
20	74,369	1.1	81,806
21	74,369	1.1	81,806
22	76,183	1.1	83,802
23	76,183	1.1	83,802
24	76,183	1.1	83,802
25	77,996	1.1	85,796
26	77,996	1.1	85,796
27	77,996	1.1	85,796
28	78,722	1.1	86,594
29	78,722	1.1	86,594
30	80,536	1.1	88,589

APPENDIX C-4
ASHTABULA AREA TEACHERS ASSOCIATION
SALARY SCHEDULE EFFECTIVE AUGUST 1, 2026

STEP	N.D.	B.S.	B.S.+10/B.S. 150+	B.S.+20	M.A.	M.A.+10	M.A.+20	M.A.+30
0	30,275	37,003	38,853	40,704	42,552	44,404	46,254	48,105
1	31,500	38,853	40,704	42,552	44,404	46,254	48,105	49,954
2	32,725	40,704	42,552	44,404	46,254	48,105	49,954	51,805
3	33,950	42,552	44,404	46,254	48,105	49,954	51,805	53,654
4	35,175	44,404	46,254	48,105	49,954	51,805	53,654	55,506
5	36,400	46,254	48,105	49,954	51,805	53,654	55,506	57,355
6	36,400	48,105	49,954	51,805	53,654	55,506	57,355	59,205
7	36,400	49,954	51,805	53,654	55,506	57,355	59,205	61,055
8	36,400	51,805	53,654	55,506	57,355	59,205	61,055	62,905
9	36,400	53,654	55,506	57,355	59,205	61,055	62,905	64,755
10	36,400	55,506	57,355	59,205	61,055	62,905	64,755	66,605
11	36,400	57,355	59,205	61,055	62,905	64,755	66,605	68,456
12		59,205	61,055	62,905	64,755	66,605	68,456	70,306
13		61,055	62,905	64,755	66,605	68,456	70,306	72,156
14		61,055	62,905	64,755	66,605	68,456	70,306	72,156
15		61,055	62,905	64,755	66,605	68,456	70,306	72,156
16		61,055	62,905	66,605	68,456	70,306	72,156	74,006
17		61,055	62,905	66,605	68,456	70,306	72,156	74,006
18		61,055	62,905	66,605	68,456	70,306	72,156	74,006
19		61,055	62,905	68,456	70,306	72,156	74,006	75,856
20		62,905	64,755	68,456	70,306	72,156	74,006	75,856
21		62,905	64,755	68,456	70,306	72,156	74,006	75,856
22		62,905	64,755	70,306	72,156	74,006	75,856	77,707
23		62,905	64,755	70,306	72,156	74,006	75,856	77,707
24		62,905	64,755	70,306	72,156	74,006	75,856	77,707
25		64,755	66,605	72,156	74,006	75,856	77,707	79,556
26		64,755	66,605	72,156	74,006	75,856	77,707	79,556
27		64,755	66,605	72,156	74,006	75,856	77,707	79,556
28		65,496	67,346	72,896	74,747	76,596	78,447	80,296
29		65,496	67,346	72,896	74,747	76,596	78,447	80,296
30		67,345	69,195	74,746	76,596	78,447	80,296	82,147

APPENDIX C-5

ASHTABULA AREA TEACHERS ASSOCIATION

SCHOOL PSYCHOLOGIST SALARY INDEX AND SCHEDULE
EFFECTIVE AUGUST 1, 2026

STEP	MA+30	INDEX	SALARY
0	48,105	1.1	52,915
1	49,954	1.1	54,950
2	51,805	1.1	56,985
3	53,654	1.1	59,019
4	55,506	1.1	61,056
5	57,355	1.1	63,090
6	59,205	1.1	65,126
7	61,055	1.1	67,160
8	62,905	1.1	69,196
9	64,755	1.1	71,230
10	66,605	1.1	73,266
11	68,456	1.1	75,301
12	70,306	1.1	77,337
13	72,156	1.1	79,371
14	72,156	1.1	79,371
15	72,156	1.1	79,371
16	74,006	1.1	81,407
17	74,006	1.1	81,407
18	74,006	1.1	81,407
19	75,856	1.1	83,442
20	75,856	1.1	83,442
21	75,856	1.1	83,442
22	77,707	1.1	85,478
23	77,707	1.1	85,478
24	77,707	1.1	85,478
25	79,556	1.1	87,512
26	79,556	1.1	87,512
27	79,556	1.1	87,512
28	80,296	1.1	88,326
29	80,296	1.1	88,326
30	82,147	1.1	90,361



05/20/2024
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AMENDED AND RESTATED MASTER AGREEMENT

BETWEEN

ASHTABULA AREA TEACHERS' ASSOCIATION

AND

ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION

AUGUST 1, 2023 – JULY 31, 2025

AMENDED FOR THE PERIOD COMMENCING AUGUST 1, 2024 AND ENDING JULY 31, 2025

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ARTICLE I. ASSOCIATION RECOGNITION

A. Recognition

The Ashtabula Area City Schools Board of Education, hereinafter "Board," hereby recognizes the Ashtabula Area Teachers' Association OEA/NEA, hereinafter "Association," as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in § 4117.07 (G) of the Ohio Revised Code.

B. Recognition of the Union shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of Ohio Rev. Code § 4117.05 and § 4117.07.

C. Bargaining Unit Member

Bargaining unit members hereinafter shall mean all certificated/licensed, non-supervisory teachers employed by the Board of Education. The bargaining unit shall not include any personnel employed as management level personnel (Superintendent, Assistant Superintendent, directors, principals, assistant principals Athletic Director), supervisors as defined in Revised Code, Chapter 4117.07 (J) or 4117.07 (K), casual employees or substitute employees that have not completed sixty-one (61) consecutive days in the same position. Positions created after the execution of this Agreement shall be classified and determined by SERB.

The following classifications shall exist for wages and fringe benefits for bargaining unit members:

1. Classroom Teachers

   Employees who hold a standard limited or continuing contract as a teacher

2. Regular Hourly Employees

   The bargaining unit shall include regular hourly employees. Regular hourly employees shall have all rights granted other bargaining unit members under this Agreement, except as is specifically established for regular hourly employees. Regular hourly employees are paid an hourly rate, with a prorated fringe benefit scale. Regular hourly employees are employed only under a one (1) year limited contract.

3. Home instruction tutors and others who work on an as needed basis and paid on an hourly rate, are not included in the bargaining unit.

4. Hereinafter, employee(s) in the defined unit will be referred to as teacher(s) or bargaining unit member(s).

5. All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Agreement unless otherwise specified.

6. All work currently performed by bargaining unit members, as well as future work of a similar nature, with the exception of temporary work, shall be deemed bargaining unit work, and shall not be subcontracted or assigned outside of the bargaining unit.

D. Association Membership

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

E. Membership Cancellation

Any individual who wishes to cancel their membership must notify the Association President in writing between August 1 and August 31. 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.

ARTICLE II. NEGOTIATIONS AGREEMENT

A. Scope of Negotiations

The Board of Education, hereinafter referred to as the "Board," recognizes the Ashtabula Area Teachers' Association, hereinafter referred to as the "Association," for the purpose of arriving at an agreement on proposals concerning all matters pertaining to wages, hours, or terms and other conditions of employment.

B. Negotiations, Meetings, and Procedures

No later than ninety (90) calendar days before the termination date of this Agreement, the Association or the Board shall notify the other in writing of a "Notice to Negotiate." Written notice from the Association shall be served on the Superintendent; and, written notice from the Board shall be addressed to the Association President. The party giving "notice" shall also serve a copy on the State Employment Relations Board (SERB).

No later than thirty (30) calendar days after receipt of such notice, an initial negotiations' meeting will be held. At this meeting, the parties shall submit in definitive writing all of its bargaining proposals to be considered for negotiations. Thereafter, neither party shall be entitled to submit new subject items for bargaining except with consent of the other party. The next bargaining session shall be held within seven (7) calendar days after the initial meeting at which proposals are exchanged, unless the parties agree to mutually extend the time period.

1. Each negotiating team shall be limited to seven (7) members or less.

2. Consultants may be used during negotiations if deemed advisable by either party.

3. Caucuses may be called by either party, and are not to exceed thirty (30) minutes. Other procedures for negotiating meetings (i.e., time, dates) shall be established by mutual agreement.

4. All negotiating sessions shall be closed to the general public. Unless mutually agreed otherwise, negotiating sessions will not be scheduled during the regular teacher workday. No news releases or statements relating to negotiations shall be made or given to the public or news media while negotiations are in process except when mutually agreed to by the parties. Any such release or statement shall be reduced to writing with each party receiving a copy of the statement prior to its release. The provisions of this paragraph of the Agreement regarding news releases or statements are negated when the Dispute Settlement Procedure is implemented by either party or a notice of intent to strike is filed.

5. All negotiating sessions shall be open to elected officers of the Association and members of the Board of Education as observers.

C. Agreement

When a tentative agreement is reached between both teams on all articles, the Association team shall present the tentative agreement and recommend its approval by the membership.

After the Association and the Board ratify the tentative agreement, the Agreement will be accepted by Board Resolution.

The President of the Association and the President of the Board shall sign and receive two (2) copies of said Agreement.

D. Dispute Settlement Procedure

The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session. Either party may submit at any time prior to the expiration date of this Agreement, all unsettled issues in dispute to mediation with the Federal Mediation and Conciliation Service (FMCS) in Washington, D.C.

The parties agree that the aforementioned mediation process will constitute their exclusive settlement procedure; however, the Board acknowledges that the Association retains the right to strike under Section 4117.14 (D) (2), and nothing herein shall be construed to limit the Association's right to strike.

During and subsequent to submission of the ten (10) days notice, mediation shall be utilized by the parties.

E. Every Student Succeeds Act (ESSA)/Elementary and Secondary Education Act (ESEA)

Any compliance with the Every Student Succeeds Act (ESSA) and the_Elementary and Secondary Education Act (ESEA) will not address issues of wages, hours, terms and other conditions of employment. Any compliance shall not alter, modify, violate, or supersede,

except as mutually agreed in writing by AACS and the AATA, this collective bargaining agreement ("Agreement") or any other formal or informal understanding, condition, or practice established between the parties.

AATA hereby acknowledges that any such mutual agreement shall not alter, interfere with, or abrogate the Board's responsibilities and duties to implement and comply with the requirements of ESSA and ESEA.

ARTICLE III. RIGHTS OF THE ASSOCIATION

A. No Reprisals

The Board and the Association agree that they shall not condone bullying, harassment of any kind, or any act of discrimination, based upon any of the following:

- Age
- Race
- National Origin
- Disability
- Religion
- Gender
- Gender Identity
- Gender Expression
- Sexual Orientation
- Marital Status
- Veteran Status
- Political Affiliation
- Union Membership or Activism

The Board shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

B. Mail Distribution

The Association or any of its committees and affiliates, thereof, shall be entitled to use the school mails, E-mail system consistent with Board policy including the Acceptable Use Policy and bargaining unit members' mail boxes for distribution of any materials unless it puts an undue hardship upon the administration.

C. Use of School Facilities

The Association, or any of its committees and affiliates, thereof, shall be entitled to use facilities and equipment, with reasonable notice to Superintendent/Superintendent's designee and/or building principal, when such facilities and/or equipment shall be used for Association(s) business only. Supplies necessary for the use of the equipment shall be furnished or paid for by the Association. When the custodian is on duty, the building may be utilized without cost to the Association. At all other times, the Association may use the building according to the regulations established by the Board of Education.

Duly authorized representatives of the Association and its affiliates may transact Association business on the Employer's property any time before, after, or during the regular work day; provided that such business does not interfere with the assigned duties of an employee.

D. Convocation Day Activities for Bargaining Unit Members

1. The Association President/designee and the Superintendent will discuss arrangements for opening-day activities.

2. Contract review meetings for all bargaining unit members will be held on the opening day of the school year. During Convocation Day activities the Association shall be given one (1) hour for an Association meeting.

E. Association Meetings

Upon request, the building principal will grant permission for meetings outside the workday to be arranged in the building between the professional staff and the faculty representative or other officials of the Association. The Association shall be permitted to make announcements at general staff meetings, building meetings, and District meetings at the end of such meetings and use the public address system for Association announcements subject to usual building procedures.

F. Association/Administration Communications

1. Follow the "Chain of Communication" flowchart (refer to Flowchart – Appendix G).

2. Each building of the District will have a building leadership team. This team shall be comprised of volunteers made up of a cross-section of the teaching staff and the building stakeholders. The focus of the team will be to improve communication and share in decision making for the purpose of improving the educational process and may include but will not be limited to:

    - Liaison between staff and principal
    - Planning finances, scheduling, professional development
    - Continuous Improvement Plan
    - School Improvement
    - Support District goals at the building level through the Ohio Improvement Process

3. To facilitate communication, there will be an annual meeting with the AATA Executive Council, District/building supervisors, District/building administrators, and a member of the BOE by September 30. AACSE representatives may attend if they so choose.

    The Superintendent and the Association representative will set the agenda.

G. Bargaining Unit Member Information

The Board shall provide the following bargaining unit member information, in an electronic format compatible with Microsoft Excel, to the Association President no later than September 30 of each school year and at other times upon request:

- Name
- Home address
- All phone numbers provided to the District
- Personal email address
- Work site
- Grade level and/or assignment
- Date of hire
- Seniority date
- Full time equivalent (FTE) status
- Employment Status (e.g. limited contract, continuing contract)
- Type of Credential (e.g. provisional, professional, permanent)
- An indication of whether the bargaining unit member is participating in payroll deduction of Association dues
- The name of any bargaining unit member who resigned, retired, or was non-renewed from the previous year

H. Board Agreement

The Board agrees:

1. To extend to the Association all rights and privileges extended to the public;

2. To provide a resolutions packet to the Association President or designee at the same time Board members receive them. The President shall also receive a copy of the Board adopted minutes.

3. To seek staff input prior to the designing/remodeling of instructional facilities;

4. To make available to the Association President all documentation of financial records which are public record.

I. Bulletin Boards

The building principals shall designate a bulletin board in each building for the general use of the Association. The bulletin board shall be located in an area readily accessible to and normally frequented by bargaining unit members.

J. Fair Share Fee

In accordance with the United States Supreme Court decision in Janus v. AFSCME, 585 U.S. ____ (2018), requiring the collection of fair share fees has stopped. Any language in this article concerning the collection of fair share fees is void until such date on which either the United States Supreme Court overrules the Janus decision or there are legislative changes. All language in the Article not concerning the collection of fair share fees remains valid.

1. All members employed in the bargaining unit shall either be members of the Association or shall share in the financial support of the Association by paying to the Association a

fair share fee. The Association shall provide a complete list of all bargaining unit members, which will include the amount of annual dues each bargaining unit member will pay, to the Board Treasurer's office by October 5th of each year.

2. The Board agrees to an automatic payroll deduction, unless paid in one (1) lump sum prior to first payroll deduction, as a condition of employment, of an amount which shall not be more than one hundred percent (100%) of the total dues of the Association, from the pay of all bargaining unit members who elect not to become or remain members of the Association.

3. Upon notification from the Association that a bargaining unit member has terminated membership, the Treasurer of the Board shall commence the check-off of the fair share fee with respect to the former bargaining unit member, and the amount of the fee yet to be deducted shall be the same as the annual membership dues, less the amount previously paid through payroll deduction.

4. Payroll deduction of such fair share fees shall begin at the first payroll period following January 15, except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck.

5. Dues rates and fair share fee rates shall be promptly transmitted to the Treasurer of the Board by the Association for the purpose of determining amounts to be payroll-deducted. The Board agrees to transmit promptly all amounts deducted to the Association.

6. The Board further agrees to accompany the initial transmittal with a list of the names of bargaining unit members for whom all such deductions are made.

7. 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 and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

8. Upon timely demand, nonmembers may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such nonmembers may submit such appeals as provided by law.

9. The amount to be deducted from the pay of all non-bargaining unit members shall be not more than one hundred percent (100%) of the total dues as paid by members of the bargaining unit, and such deductions shall continue through the remaining number of payroll periods over which bargaining unit membership dues are deducted.

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

a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a member or a nonmember for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer;

c. The Board agrees to the following:

(1) To give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings;

(2) To permit the Association or its affiliates to intervene as a party when it so desires; and/or

(3) To accept the Association or its affiliate's application to file briefs amicus curiae in the action; and

d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply, except due to court order, or misapplies such fair share fee provision herein.

11. A nonmember in the bargaining unit who pays a fair share fee to, or whose fee is in the process of being collected by the local affiliate in the amount as provided in paragraph 2 above, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, other than those currently designated as member-only benefits.

12. Any nonmember of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association, as the exclusive bargaining agent, and shall be subject to a civil action for damages in the amount of any unpaid service fee and other assessments, to the Association for the annual fair share fee assessment.

The above fair share fee provision shall be an exclusive right of the Association during the term of this Agreement, and it will not be granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

13. The Board of Education shall have no requirement to bring an action against any bargaining unit member under this article.

K. Visitations

The Association President or designee shall, after reporting to the building principal, be allowed to visit schools to investigate working conditions, teaching complaints, and/or

problems specifically relating to this Agreement, and as long as such visitation does not interfere with the instructional day of any bargaining unit member.

L. Unpaid Dues

Bargaining unit members who have not had their monthly payroll deduction of dues deducted for any reason, shall have the missing dues taken out of subsequent pays, half per pay, until such time as the unpaid dues are caught up. The Board Treasurer and the AATA Treasurer shall consult one another to confirm the bargaining unit member has not paid the dues for the month(s) in question.

M. Athletic Advisory Committee

The AATA shall be designated up to three (3) full voting seats on the Ashtabula Area City Schools Athletic Advisory Committee, one (1) from the elementary, one (1) from the junior high, and one (1) from high school. These individuals may not be coaches beyond the level that they represent. AATA shall designate the representatives to fill said seats.

N. Teacher Professional Organization (TPO)

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary, Treasurer, Grievance Chair and other positions as designated by the Association. The total number of individuals receiving payments shall not exceed eight (8) in number. Payment by the Board will be made on an annual basis to be paid in May of each year. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs.

ARTICLE IV. MANAGEMENT RIGHTS

The Board reserves all rights, powers, and authority to operate and manage the school system as expressed in this Agreement and in the Ohio Revised Code. Except as modified or prohibited by the terms and conditions of this Agreement, the Board retains the following rights:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. To direct, supervise, evaluate, or hire employees;

3. To maintain and improve the efficiency and effectiveness of governmental operations;

4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. To determine the adequacy of the work force;

7. To determine the overall mission of the employer as a unit of government;

8. To effectively manage the work force;

9. To take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE V. ASSIGNMENTS, VACANCIES, TRANSFERS, AND PROMOTIONS

A. Assignments

1. Superintendent's Right to Assign

   The Association acknowledges that the Superintendent has the right to direct and assign bargaining unit members as is contemplated by Section 3319.01 of the Ohio Revised Code, except as is provided for in this article.

2. Assignment Request

   A bargaining unit member's request concerning grade and/or subject taught will be given priority consideration when assignments are made.

3. Notification

   Each bargaining unit member will receive notification of assignment by June 30, including specifications of building, grade level and subject. Any subsequent changes in assignment will be in writing.

   Each bargaining unit member will receive salary notice by July 31.

4. Assignment Change

   Any assignment change made without a bargaining unit member's consent will be considered a reassignment and subject to the provisions of that article in this contract.

   Prior to June 1, each affected bargaining unit member will be notified in writing by the building principal that they are being recommended for reassignment to another building.

B. Vacancies

1. Definition

   a. Days

      Days shall be defined as school days except during the summer when days shall be weekdays (Monday through Friday except holidays).

b. Vacancy

A vacancy shall be defined as either a position to replace a bargaining unit member on a leave of absence which is expected to last a full school year or longer, or a bargaining unit position which is either newly created or which is vacant because of death, retirement, resignation, termination or non-renewal and which the Board intends to fill.

c. Promotions

A promotion is defined as one that reflects a difference in job responsibilities and an increase in salary.

2. Posting

A list of vacancies, new positions and/or promotions shall specify building, primary or intermediate grade level and/or subject area when possible, shall be posted for a minimum of five (5) days and bargaining unit members shall have five (5) days after the posting to send their applications to the Superintendent pursuant to the following:

a. Send said list to the Association President, officers, and building representatives.

b. Post said list in the Central Office and building offices and the website;

c. Send said list to those bargaining unit members having submitted a written request to receive said postings;

d. During the summer months, vacancies will be posted at Central Office, the AACS website, and sent to each employee's District email address. The AACS website shall be the official record and the Board shall not be held liable for email postings not received and/or read by bargaining unit members. Bargaining unit members will have five (5) business days to send their applications to the Superintendent.

e. Beginning the first day of the school calendar year a list of vacancies, new positions and/or promotions shall specify building, grade level and/or subject area and will be posted for a minimum of five (5) days.

f. Any position which is not filled within thirty (30) days shall be posted as a part of a subsequent posting as an informational reminder and will remain open until filled.

3. Filling Positions

a. A qualified candidate is one who is properly certified or licensed and meets specified qualifications as stated in the job postings.

b. Any vacancy that was filled under d. 1. or d. 3. below will be reposted by May 15.

c. The five (5) most senior bargaining unit applicants who apply for the vacancy, together with any applicants from outside the District, will be interviewed prior to

the filling of the vacancy. Following the interview, the most qualified candidate will be awarded the position. The most qualified applicant will be determined based upon consideration of all of the following criteria:

i. The applicant's certification or licensure
ii. The applicant's rubric score from the interview based upon the rubric found in Appendix J.

Should the Superintendent determine that two (2) applicants are equally qualified, the applicant with the most seniority will be awarded the position.

d. Vacancy Time Period:

1. Vacancies that occur from the first day of school through March 31 will be posted and filled temporarily for the remainder of the school year by a qualified candidate.

2. Vacancies that occur from April 1 through sixteen (16) days prior to the teacher's first contractual work day which the Board intends to fill for the upcoming school year will follow the regular posting procedures.

3. Vacancies that occur from fifteen (15) days prior to the teacher's first contractual work day through the first day of school will be filled temporarily for the remainder of the school year by the Superintendent.

e. Vacancies that occurred during d.1. and/or d.3. above shall be filled by a qualified present part-time bargaining unit member, a present hourly bargaining unit member, or a non-bargaining unit member. Vacancies that occur after March 31 of the current school year shall be filled by a qualified substitute for the remainder of the current school year.

Any hourly or part-time bargaining unit member interested in a full-time teaching position shall notify the Superintendent in writing by sixteen days (16) prior to the teacher's first contractual work day of the upcoming school year.

f. A qualified bargaining unit member will be permitted to move as soon as possible into a promotional vacancy which opens during the school year.

g. Each bargaining unit member who applies for any vacancy shall receive a written reply within ten (10) school days acknowledging his/her interview status. The timeframe for notification during the summer shall coincide with the administration's contracted days.

h. Timely notification of the results of the awarding of the position will be given to those who interviewed.

C. Voluntary Transfer

1. Between Buildings

   a. A bargaining unit member who desires a change in building assignment for the next year shall file a written statement no later than April 30 of such desire with the current building principal, Superintendent, and to the administrator of the building being requested. A copy of the request should designate the grade level, subject assignment, and school building to which the bargaining unit member desires to be reassigned. The request should list the buildings in order of preference, if the bargaining unit member has a preference.

   b. The Office of the Superintendent shall acknowledge, in writing, the receipt of the bargaining unit member's request within ten (10) working days of its receipt. The request shall be kept on file.

   c. The Office of the Superintendent shall notify the bargaining unit member requesting the transfer of the disposition of his/her request as soon as possible and not later than the close of school for summer vacation.

   d. A bargaining unit member-initiated request for transfer must be in accordance with the bargaining unit member's certification and training.

   e. A bargaining unit member request for transfer shall be considered on the basis of continuous service to the school system.

   f. If the bargaining unit member's request is denied, he/she shall be informed of the reason(s) for the denial. Upon request, the employee shall be permitted to have a meeting with the administration. At that time, if the bargaining unit member desires, he/she may inform the Office of the Superintendent that he/she wishes his/her request be held for subsequent consideration.

   g. In filling non-promotional vacancies in the system, preference shall be given to a bargaining unit member voluntarily requesting a transfer, and no assignments of new bargaining unit members shall be made until all transfer requests have been considered.

2. Within a Building

   a. A bargaining unit member who desires a change in grade level and/or subject assignment for the next year shall file a written request with his/her building principal, with a copy of the request sent to the Office of the Superintendent. The building principal shall acknowledge the request in writing within ten (10) working days of its receipt.

   b. As soon as possible, and not later than the close of school for the summer vacation, the bargaining unit member shall be notified of the disposition of the request. If the request is denied, the bargaining unit member must be notified of the reason(s) for denial in a personal interview with the principal. At that time, if

the bargaining unit member desires, he/she may request the principal and the Office of the Superintendent retain his/her written request for subsequent consideration.

c. A transfer shall be considered on the basis of seniority which shall be determined by the number of years of continuous service to the school system.

3. Regular hourly bargaining unit members shall have the right to apply for vacant classroom positions.

4. Regular hourly bargaining unit members shall submit a letter to the Office of the Superintendent requesting a transfer to a classroom position. The Office of the Superintendent shall acknowledge the request in writing within ten (10) working days of its receipt.

5. Any regular hourly bargaining unit member who applies for vacant classroom positions shall be entitled to an interview with the person(s) in charge of making a selection.

D. Reassignment

1. At the time it is necessary to make a reassignment, the area of competence, major or minor field of study, length of service in the Ashtabula Area City School system, length of service in the building, grade, or subject from which transfer or reassignment is contemplated, certification or licensure and other relevant factors (such as: teaching philosophy, classroom management, placement on an improvement plan, etc.) shall be considered. When all the above factors are equal, seniority in the school district will be the determining factor. If a reassignment is implemented due to a change in enrollment figures, affected bargaining unit members shall be placed in vacant positions prior to the granting of any voluntary transfer request.

2. The reasons for the reassignment shall not be discriminatory, arbitrary, or capricious.

3. At the time a bargaining unit member is reassigned, the Superintendent will attempt to place the bargaining unit member in an equivalent position which recognizes the current contractual status of the bargaining unit member within the school district.

4. The reassignment must be made to a position for which the bargaining unit member being reassigned has certification/licensure.

5. No bargaining unit member shall be reassigned to a different grade level, subject assignment and/or school building unless the procedures and conditions listed below are met in full.

a. At the time a bargaining unit member is to be reassigned, the bargaining unit member may request a meeting with the building principal and Superintendent to discuss same. An Association representative may also attend the meeting, which will be scheduled within seventy-two (72) hours of the bargaining unit member's request. Bargaining unit members shall receive written notice within three (3) days after the meeting as to the disposition of the reassignment.

b. Upon request by a bargaining unit member who is being reassigned, the Superintendent will provide a written statement as to the reason for the reassignment, which will be provided within seventy-two (72) hours of the aforementioned meeting.

c. A system-wide list of all vacancies shall be made available, promptly, to any bargaining unit member being reassigned.

d. Said bargaining unit member may request that from the list of all vacancies, his/her preferred list be considered when he/she is reassigned.

E. Extra Duty Positions

1. Posting the Position

   a. Positions must be posted for a minimum of five (5) days and applicants will have five (5) days after the posting to send their applications to the Superintendent.

   b. Postings must include all/any specific qualifications needed for the position.

   c. All committee work postings will include the stipend to be paid for each participant.

2. Filling the Position

   a. Applicants must submit a resume with their applications which details how they meet the specific qualifications listed on the posting.
   b. An interview rubric developed by the District will be utilized for all coaching positions.

   c. A current bargaining unit member who has met the qualifications on the posting and has had a successful interview must be recommended for the position.

   d. When a supplemental position is held by a non-bargaining unit member and a bargaining unit member has an interest in the position, the member may apply within ten (10) working days from the end of the final contest or event. The bargaining unit member will be given an interview but will have no expectation of employment for the position. The awarding of the position under these circumstances will not be considered grievable.

F. Letter of Interest

Any personnel interested in a promotional position as indicated in the definition, should make his/her interest known to the Office of the Superintendent through a written application. This may be done in advance of an announced vacancy. An application shall be carried in the active file of applicants and be considered in filling the vacancy.

G. Maintenance of Certification/Licensure

No bargaining unit member may fail to renew or drop their license, certificate, or endorsement, if it is required to complete his/her teaching assignment. Further, no bargaining unit member may fail to renew or drop any license, certificate, or endorsement during the time of a Reduction in Force.

ARTICLE VI. TRAVELING BARGAINING UNIT MEMBERS

A. Scheduling

1. Scheduling of bargaining unit members assigned to more than one (1) building will be arranged by the Superintendent and administrators so that no bargaining unit member will be required to engage in more than two (2) moves of inter-school travel per day.

2. Travel time shall be scheduled for traveling bargaining unit members which provides for the bargaining unit member to drive from one (1) building to another, as well as time to close up at one building and open up at the next building.

3. Elementary physical education, elementary music, and elementary art shall be a minimum of forty (40) minutes per class, except for half-day kindergarten which will be a minimum of thirty (30) minutes per class. In the event that the District implements "state minimum standards" as it relates to the length of the student day, the above listed classes shall be a minimum of thirty (30) minutes per class.

4. Elementary specials that meet only once a week shall be graded by the semester. Interim reports are to be used per Board policy.

B. Reimbursement

Bargaining unit members who are required to use their own automobiles in the performance of their permanently scheduled duties, and bargaining unit members who are scheduled to more than one (1) school per day, will be reimbursed at the Board's approved mileage rate which will be the rate established by the IRS. It will be the responsibility of both parties to be aware of the IRS rate. Date stamped monthly mileage logs are required to be submitted to the bargaining unit member's immediate supervisor no later than the 10th of the month for the traveling in the preceding month.

Bargaining unit members not submitting the date-stamped monthly mileage log to the immediate supervisor by the 20th of the month for the traveling in the preceding month shall forfeit the claim for mileage for the preceding month.

ARTICLE VII. CONTRACTS

A. Information Included on Contract and/or Salary Notice

1. Bargaining unit members with limited contracts and continuing contracts:

   a. Name of bargaining unit member, school district, Board

b. Annual compensation
c. Signatures and date of signatures
d. Date of hire

2. Bargaining unit members with continuing contracts will receive annual salary notifications.

3. Bargaining unit members with limited supplemental contracts:

   a. Name of bargaining unit member, school district, Board
   b. Length of contract
   c. Total compensation
   d. Assignment
   e. Signatures and date of signatures
   f. Calendar schedule for responsibility from _____ to _____.
   g. Number of extra days (if applicable, i.e., guidance counselors, etc.).

4. All individual contracts shall incorporate by reference all Agreement provisions which are applicable to the individual's contract as if they were fully set forth within the individual contracts.

B. Continuing Contract Status

A continuing contract shall be awarded to any teacher pursuant to Ohio Revised Code 3319.11.

C. Fair Dismissal

1. All newly hired bargaining unit members will be on two (2) years probation.

2. At any time during the probationary period, the bargaining unit member may be non-renewed at the discretion of the Board of Education without just cause.

3. A bargaining unit member who has completed two (2) years of employment for the Ashtabula Area City Schools and has not been non-renewed prior to the completion of the second year of employment, may not thereafter be non-renewed, except for just cause.

4. Just cause, for the purpose of fair dismissal, shall be defined as failure to correct documented deficiencies of teaching/contractual duties. This definition does not apply to the meaning of "just cause" for discipline purposes under Article X Discipline.

5. All long-term substitutes shall be non-renewed at the conclusion of each school year without cause.

D. Appeal

Bargaining unit members who are non-renewed for just cause under this article shall have the right to appeal to the Court of Common Pleas or to employ the grievance and arbitration procedures of the collective bargaining agreement.

Once a bargaining unit member either files a grievance or files a complaint in Common Pleas, said bargaining unit member has made an election and is bound by said election.

E. Multiple Year Limited Contracts

Beginning August 1, 2015 all limited contract teachers who have been actively employed with the Board for at least three (3) consecutive years will be eligible to receive multiyear contracts based upon the following schedule, provided the teacher has not received any Ineffective or Developing ratings on his/her summative evaluation and the teacher's contract is renewed:

a. The teacher will receive a two (2) year limited contract starting with the teacher's 4th year of teaching service in the District.

b. After the teacher has successfully completed the two (2) year limited contract and the teacher's contract is renewed, the teacher will receive a two (2) year limited contract thereafter.

ARTICLE VIII. SENIORITY

A. Seniority Defined

1. Seniority shall mean the length of continuous employment in a bargaining unit position.

2. Bargaining unit members shall be placed on a seniority list for each teaching field for which he/she is properly certificated. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list, below continuing contract bargaining unit members, also in descending order of seniority.

3. A bargaining unit member who leaves the bargaining unit of the Ashtabula Area City Schools to enter into the administrative or supervisory area of the Ashtabula Area City Schools, shall have their seniority level frozen at the level they have had attained in the bargaining unit.

4. Seniority shall accrue for all time a bargaining unit member is on active pay status or is receiving workers' compensation benefits.

5. Time spent on inactive pay status (unpaid leave, sabbatical, or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

6. Effective July 1, 2009, hourly bargaining unit members shall begin to accumulate seniority on the same seniority list as certified teachers. An hourly employee may be nonrenewed at the end of the school year and, in such event, the hourly employee will

not have displacement rights. A nonrenewed hourly employee who is reemployed within the first thirty (30) working days of the next school year will retain his/her seniority credit.

7. Prior to the 1990/91 school year, bargaining unit members shall accrue one (1) year seniority for each year worked.

8. Effective with the 1990/91 school year, bargaining unit members shall accrue seniority as follows:

   a. 0 - 4 hours per day, per year equals one-half (1/2) year seniority.

   b. More than 4 hours per day, per year equals one (1) year seniority.

9. Should a regular hourly bargaining unit member be employed as a bargaining unit member and subsequently be reduced in force, said employee, with proper certification, may bump a regular hourly bargaining unit member with less seniority.

10. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list

2. Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member:

   a. The bargaining unit member with the first day worked in the affected classification; then

   b. The bargaining unit member with the earliest date of system wide employment (date of hire) as a bargaining unit member or a regular hourly bargaining unit member; then

   c. Date of Board Action; then

   d. 1. Effective with the 2004-05 school year, by lottery, with the most senior bargaining unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

      2. Effective with the 2006-07 school year all ties in seniority shall be broken by the last four (4) numbers of each member's social security number. The member with the lowest number shall be considered the most senior.

C. Posting of Seniority List

1. The seniority lists shall be posted once annually, by November 1 of each work year. The Board shall prepare and post a seniority list on the designated bulletin board in each building/work site indicating:

   The seniority lists shall include:

   a. Number of years accrued;
   b. First day worked in classification;
   c. Date of system wide employment;
   d. All areas of certification/licensure.

2. The seniority list shall denote all bargaining unit members who may be affected by the lottery as outlined in Article VIII.B.2.d., or had their seniority status determined by a previous lottery.

3. Said list shall be provided to the Association President on or before the date of posting.

D. Correction of Inaccuracies

Each bargaining unit member shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any specific inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list. No protest shall be considered after thirty (30) days of posting of the seniority list and the list shall be considered as final. Inaccuracies discovered after the final printing of the seniority list may be corrected by mutual consent.

E. Loss of Seniority

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

ARTICLE IX. REDUCTION IN FORCE

A. Reasons

1. A reduction in force (RIF) shall be deemed necessary only for the reasons defined in ORC 3319.17, as well as financial reasons.

2. A RIF as contemplated in paragraph A.1. may only occur at the end of a school year and must be effective the next school year.

3. Should the State of Ohio cut funding that would reduce the current five (5) year forecast (or its equivalent), the District may implement a mid-year reduction in force in addition to an end of the year reduction in force.

B. Notification

1. When the Board is contemplating the suspension of any bargaining unit member's primary contract, for reasons other than the return of an employee from a Board approved leave of absence, it will notify the Association President at least forty-five (45) calendar days prior to Board action implementing a RIF. Such notice will be in writing and will include the specific positions(s) to be affected, the proposed time schedule, and the reason(s) for the proposed action. When a reduction in force is necessary due to the return of an employee from a Board approved leave of absence the Board will provide a ten (10) day notification to the Association President.

2. In the event a RIF should occur, the Superintendent shall use his/her authority to assign and transfer bargaining unit members with proper certification in order to minimize the number of bargaining unit members that would be RIFed.

3. Within each area of certification/licensure affected, any reduction in force not achieved by attrition and/or reassignment will be accomplished by first, suspending the teaching contract of teachers with limited teaching contracts and second, by suspending continuing teaching contracts. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform, and is deemed comparable or better as defined below. A displacement meeting shall be held for all affected or potentially affected employees. Bargaining unit members with limited contracts who are reemployed pursuant to ORC Section 3319.17 are subject to the provisions of this Article.

   The Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For purposes of reduction in force all teachers with a final summative evaluation rating of Ineffective will be considered comparable and all teachers with a summative evaluation rating of Developing, Skilled, or Accomplished shall be considered comparable.

4. Any bargaining unit member whose contract will be suspended will be notified in writing at least fifteen (15) days prior to Board action implementing a RIF. Such notice will include the proposed time schedule and the reason for the proposed action. A copy of such notice will be forwarded to the Association President.

C. Recall

1. Any bargaining unit member whose contract is suspended will remain on a recall list for twenty-four (24) months after the effective date of the reduction. Exceptions to this provision will occur only if the bargaining unit member:

   a. waives recall rights in writing;

   b. resigns;

   c. fails to accept recall to a like position held immediately prior to contract suspension; or

d. accepts full-time employment with another district.

2. Any bargaining unit member on the recall list who is not rehired or recalled to active full-time status will be maintained without further notification by the Board on the proper recall seniority list.

3. All benefits to which a bargaining unit member was entitled at the time of contract suspension including unused sick leave, will be restored upon his/her return to employment and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education.

4. A bargaining unit member will not receive increment credit for time spent on contract suspension, nor will such time count toward the fulfillment of time required for acquiring tenure.

5. When there is a vacancy, an open position, or newly-created position, a bargaining unit member whose contract has been suspended and who is certificated to perform the work in question will be recalled with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For the purposes of recall, teachers will be deemed comparable if their last summative evaluation rating is Accomplished, Skilled, or Developing and they shall be recalled in seniority order prior to recalling a teacher with an Ineffective rating. Ineffective rated teachers shall be placed in seniority order below those rated Developing or above.

6. A bargaining unit member will be notified of recall by letter and telephone at his/her last known address.

7. No bargaining unit member new to the District will be employed for the position until all properly certificated/licensed, RIFed bargaining unit members have been offered said position and have rejected a contract for the position in accordance with the provisions of this Agreement.

8. A bargaining unit member on the RIF list will be given priority consideration as a substitute bargaining unit member in the District. Said bargaining unit member will be available to substitute unless otherwise employed.

9. When group insurance policies permit, a bargaining unit member on the recall list may continue to participate in those benefits which are provided to bargaining unit members in active employment provided the bargaining unit member pays the group rates for such benefits. Such payment by an individual will not begin prior to the beginning of the next school year.

10. In the event of a Reduction in Force implemented after the school year starts and prior to the last workday, the affected bargaining unit members shall be eligible for the benefits listed in C.9. above. Payment by the individual so affected shall begin with the first full month subsequent to the effective date of the suspension of the contract.

ARTICLE X. DISCIPLINE

A. Any formal disciplinary actions imposed upon bargaining unit members, including written reprimands which are to be placed in a bargaining unit member's personnel file, suspensions, and terminations, must be for good and just cause and are subject to the grievance and arbitration procedures of this Agreement. The terms "formal disciplinary actions," as used herein, are not intended to include constructive criticism, oral reprimands, or suggestions for professional improvement. In the case of contract terminations, with or without suspension, the bargaining unit member will have the election to follow the provisions and procedures specified in Ohio Revised Code, Section 3319.16 and 3319.161, or to employ the grievance and arbitration procedures of this Agreement.

B. Any suggestions for professional improvement made by any administrator to a bargaining unit member will be done privately. When a bargaining unit member is given a formal reprimand and/or warning, and/or is disciplined for an alleged infraction of rules, delinquency, and/or unprofessional performance, said bargaining unit member will be entitled to have an association representative present who has been selected by said bargaining unit member. The person responsible for disciplining said bargaining unit member will be entitled to have a representative present.

ARTICLE XI. PERSONNEL FILE

A. Each bargaining unit member's personnel file will be kept up-to-date and on file for reference at all times, at the Board office.

B. Each bargaining unit member will have the right, upon request, to review the folder and the Board contents of his/her personnel file, without charge, and receive a copy at Board expense of any documents contained therein. A representative of the Association will, at the bargaining unit member's request, accompany the bargaining unit member in such review. The review will be made in the presence of the Superintendent or the Superintendent's designee. A bargaining unit member will have the right to indicate those documents and/or other materials contained in/on the file the bargaining unit member believes to be obsolete or otherwise inappropriate for retention. If the Superintendent agrees, said documents and/or materials will be destroyed by the Superintendent in the presence of the bargaining unit member. If the Superintendent disagrees that the document should be removed, the question of whether or not the document should be removed may be processed by the bargaining unit member through the grievance procedure. A bargaining unit member shall have the right to have all disciplinary materials from his/her personnel file expunged if a three (3) year period has elapsed without any additional disciplinary material being added to the file.

C. Copies of communications, including evaluations, commendations, and other personnel information which are included in/on the personnel file, will be given to the bargaining unit member at the time of inclusion. The bargaining unit member will have the opportunity to read all materials and/or documents contained in/on the file. Said bargaining unit member will have the opportunity to attach a written statement to materials and/or documents which may be detrimental to the bargaining unit member's conduct, service, character and/or personality. At any time a personnel file is accessed by a non-school employee, the employee will be notified within ten (10) days.

D. Anonymous letters and materials will not be placed in/on a bargaining unit member's file nor will they be made a matter of record. Materials placed in the bargaining unit member's file will carry the date of enclosure and initials of the Superintendent or the Superintendent's designee.

E. No documents or other materials will be placed in the personnel file of any bargaining unit member after severance from the school system.

ARTICLE XII. BARGAINING UNIT MEMBER RESPONSIBILITIES AND RIGHTS

A. Student Discipline

1. The Board/Administration recognizes its responsibility to communicate, will keep the bargaining unit member apprised, and give all reasonable support and assistance to a bargaining unit member with respect to the maintenance of control and discipline in the classroom in accordance with the Student Code of Conduct and Board policy.

2. No bargaining unit member or group of students is required to tolerate any act of willful misconduct, including discourtesy, abusive and vile language, act of violence and/or insubordination. A bargaining unit member shall refer a student for discipline in accordance with the Board's adopted Code of Conduct and Special Education Regulations.

3. The Board shall promulgate rules and regulations which set forth the procedures to be utilized to discipline, suspend, or expel students. Such rules and regulations shall be distributed to students and bargaining unit members at the beginning of each school year.

4. Referrals in grade 7 – 12 buildings shall be in writing or online on forms provided by the administration, shall state the reasons for the referral, and shall be provided to administration at the time the student is sent to the principal's office or as soon thereafter as possible. Administration or the Student Management Room (SMR) shall provide to the employee the disposition of the referral via email.

B. Emergency Removal Procedure

The law provides that notice and hearing requirements may be temporarily waived in an emergency if the student's presence "poses a continuing danger to persons or property, or an on-going threat of disrupting the academic process either within a classroom or elsewhere on the school premises." Determination is to be made as to whether or not the removal of a student requires emergency action or routine disciplinary action. Procedures relating to emergency removal, suspension and/or expulsion will conform to Ohio Revised Code Sections 3313.66 and 3313.661.

1. The Superintendent, principal or assistant principal may remove the student from curricular or extracurricular activities or from the school premises.

2. A bargaining unit member may remove the student from curricular or extracurricular activities under his/her supervision but not from the school premises, altogether. The principal must designate an area where the student is to be sent.

3. If a bargaining unit member makes an emergency removal, the reason(s) for the removal must be submitted to the principal as soon as practicable, thereafter, in writing. The bargaining unit member, with the principal's knowledge, will contact the parent(s) within twenty-four (24) hours.

4. When the Superintendent or principal reinstates a student removed by a bargaining unit member prior to the hearing following the removal, reason(s) in writing must be given to the bargaining unit member upon his/her request.

5. A hearing must be held as soon as feasible after the removal, but within seventy-two (72) hours after the initial removal is ordered. Written notice of the hearing must be given to the student as soon as feasible prior to the hearing. The hearing must be held in accordance with either the suspension or expulsion procedure depending on the probable action that will be taken. An important additional requirement is that the person who ordered, caused, or requested the removal must be present at the hearing.

6. The emergency removal procedure shall be used in the most serious kind of situation. In all other cases, the regular office referral procedure shall be utilized.

7. Copies of the emergency removal form shall be formulated by the Board's administration, with input from the staff, and shall be distributed by building principals to all bargaining unit members at the beginning of each school year. This form appears in the appendices of this Agreement.

C. Assault

1. In the event that a bargaining unit member is assaulted in any manner, or verbally threatened, the student shall be removed from the environment and placed in an alternate setting until the administrator/designee has had ample time to de-escalate the situation and has determined that the student is ready to be reintroduced into the class. By the end of the day the administrator/designee will meet with the bargaining unit member to plan behavioral modification strategies for the student.

2. Upon receiving a request from a bargaining unit member who has been assaulted, the Board will make available its legal counsel to the bargaining unit member to discuss the member's rights and obligations as they relate to the assault. None of these conversations are to be construed as establishing an attorney-client relationship, nor will they be privileged. Board counsel at all times shall represent the Board, not the bargaining unit member. Bargaining unit members are always entitled to consult with the Association's legal counsel regarding any legal questions or concerns.

D. Grading Policy

The bargaining unit member must be able to justify a student's grade with properly documented evidence to support that grade. The administration shall not put pressure on a

bargaining unit member to change a permanent grade given to a student. The administration shall not change said grade without notification and justification, in writing, of the change of grade to the bargaining unit member. Grades will be due no later than 4:30 p.m. on the second work day following the end of the grading period.

E. Student Health

The name of a student having a health impairment, with the impairment stated, shall be given to a bargaining unit member coming in contact with that student during the school day, unless restrictions are present, in writing, from his/her parent(s).

No bargaining unit member will be required to administer first aid or medication prescribed for a student. "In loco parentis" responsibility requires that a bargaining unit member exercise responsible action when confronted with a life-threatening situation.

F. Field Trips

Any student participating in a field trip shall be required to submit, in writing, a field permission form bearing the signature of his/her parent(s) or legal guardian. Permission shall be kept on file for sixty (60) days thereafter.

G. Student Transportation

No bargaining unit member shall be required to transport any student for any reason except when the bargaining unit member, contrary to local school procedures, keeps the student after school without adequate provision for transportation. In this situation, the bargaining unit member will be required to stay with the student until transportation is assured, or the bargaining unit member may be required to transport the student.

H. Parent Visitation/Observation and Outside Observers

1. The principal will require each visitor to comply with state law.

2. Any observation by an outside observer to a classroom must be agreed upon and scheduled by the principal and bargaining unit member at a time mutually agreed upon.

3. Any observation by a parent to a classroom must be scheduled by the principal and the bargaining unit member and will take place within forty-eight (48) hours of a parent's request.

4. The principal's office will notify the bargaining unit member of the visitor's arrival before allowing the visitor to proceed to the classroom.

5. The bargaining unit member reserves the right to have the principal present during any visitation.

6. No electronic devices will be used to make any recording of that observation except by mutual agreement.

I. Parent Complaint

When a complaint is made by a parent concerning a bargaining unit member's conduct, service, character, or personality, the bargaining unit member will be informed by the principal, in a private conference or meeting.

The bargaining unit member and parent, in a private meeting, will attempt to resolve the complaint. The bargaining unit member or parent may request the presence of the building principal and/or any other person of his/her choosing. Meeting with parents will be held outside of instructional time at the teacher's convenience no later than forty-eight (48) hours after said request.

At no time will a bargaining unit member's personnel file be open to the public, unless a request is made to the Board's Records Custodian. No parental complaint will be placed or made a matter of record in the bargaining unit member's personnel file unless the complaint has been reduced to writing pursuant to level 1.c. of the Student Grievance Procedure.

The bargaining unit member will have the opportunity to reply to such complaint in a written statement, to be attached to complaint, entered in the personnel file. When a complaint is determined to be without merit by the bargaining unit member, administrator, and complaining parent, all proceedings will cease and all records of the complaint will be destroyed.

J. Bargaining Unit Member's Instructional Responsibilities

The bargaining unit member is an educator who has concern for the total human development of each student. The following are instructional responsibilities required of a bargaining unit member in each building:

1. A bargaining unit member shall make available to the principal the following:

    a. current lesson plans
    b. grade book
    c. materials used by bargaining unit member
    d. assessment maps and the common assessments identified in the maps
    e. state academic learning standards

    A copy of the plan book and grade book shall be available upon the principal's request.

    In grades 4-12, teachers must maintain and update the current District electronic grade book at least once per week. In grades K-3, teachers will submit grades utilizing the current district electronic grade book each grading period.

    Each teacher will have on file in the principal's office a substitute folder that includes three (3) days of emergency lesson plans, current seating charts, time schedule, duty schedule, and emergency procedures.

2. A bargaining unit member is responsible for preparing plans that are current and complete in each subject area he/she teaches. The plans should include a daily

schedule for each class taught by the bargaining unit member, along with a seating chart for each class. Lesson plans may be reviewed by building administrators, but not graded.

3. A bargaining unit member shall remain in his/her building during his/her planning period except when absence is approved by the building principal. If the principal is unavailable, the bargaining unit member will notify the office that he/she is leaving.

4. A bargaining unit member shall be at his/her classroom door or assigned area at the following times: prior to the student school day, between periods, and at the end of the school day, in patterns established by the school principal.

5. The total bargaining unit member workday will be (7) seven hours and thirty (30) minutes including an uninterrupted one-half (1/2) hour duty-free lunch period.

   a. The bargaining unit member workday may be expanded to an eight (8) hour day, with twenty-four (24) hour notice under the following conditions:

      1. IEP/Intervention meetings.

      2. Principal General Staff Meetings shall not exceed three (3) per month and not more than one (1) per week. The administrator and the BLT shall work together to set the calendar.

   b. Principals will have the right to call emergency meetings without the twenty-four (24) hour notice. What constitutes an emergency will be left to the discretion of the principal.

6. A bargaining unit member will be responsible for student accounting records upon principal request.

7. A bargaining unit member will seek cooperation and assistance from parents when dealing with student academic growth and/or attendance.

8. A bargaining unit member shall comply with Board-adopted programs and policies. Said policies are available in the principal's office.

9. In each building, a telephone will be made available for use by a bargaining unit member throughout the day. This telephone will be located so that a confidential and private conversation is possible. A bargaining unit member should not receive or make a personal call or accept a personal visitation during the assigned-duty part of the school day unless an emergency exists.

10. In order to enhance professional development and further advance the individual bargaining unit member's Individual Professional Development Plan, as well as building, department and district Continuous Improvement Plan goals, every bargaining unit member will identify an individual professional development goal. The goal setting will occur each year.

K. Specialists/Teachers on Special Assignment (TOSA)

1. Specialists

The Association acknowledges that the Board has the right to determine whether or not a specialist will be scheduled.

An elementary bargaining unit member will not be required to be with students when a specialist bargaining unit member is scheduled or expected to be in charge of the class. This time will be considered a planning and conference period for the bargaining unit member.

2. Teacher on Special Assignment (TOSA)

The position of teacher on special assignment has been established for the purpose of addressing a specific need of the District. If the Administration and the Association determine a TOSA is necessary for a given school year, the Administration and the Association will collectively develop the job description. Once the position has an agreed upon job description the position will be posted pursuant to the collective bargaining agreement. Any teacher who fills the position of TOSA will not have duties related to the supervision or evaluation of any bargaining unit member. Should the Administration determine the special assignment is no longer needed, the teacher and the District shall follow the reduction in force procedure listed in this contract.

L. Detention

At the beginning of the school year, each building principal shall submit to each bargaining unit member a copy of that building's procedure for detention of a student after school-day dismissal.

M. Class Size

The Board and the Association agree that low class size is desirable to the learning environment. Therefore, the Board agrees to strive to remain at or below the following regular class size numbers:

K-4	23
5-8	26
9-12	29

All attempts will be made to balance class sizes, including special needs students, within a grade level at each building.

The Board also agrees to limit caseloads for special education teachers per the Ohio Operating Standards for the Education of Children with Disabilities pursuant to the IDEA.

In grades 7-12 all attempts will be made to schedule regular education classes so that the class contains no more than seven (7) identified non-aided special needs unit students and

identified non-aided Emotionally Disturbed students. Any additional student(s) meeting the aforementioned criteria may be added at the discretion of the bargaining unit member.

In the event that a new student is added to the roster of any bargaining unit member, a notification will be sent to the member no later than noon on the day before the student arrives in their class. All other appropriate documents pertinent to educating the student, including but not limited to, IEP's, 504's, IAT plans, and any allergies shall be made available in the student's permanent record file, and the teacher shall be notified, as the Board receives them.

N. Bargaining Unit Member Relief by Qualified Substitutes

1. To help alleviate the problems of securing a certificated substitute teacher, a regular bargaining unit member, with assigned planning and conference period, shall have the option of volunteering to assume classroom duties resulting from the absence of another regular bargaining unit member.

   When it becomes necessary for a bargaining unit member to assume classroom duties as a result of the absence of another regular bargaining unit member pursuant to Article XII N. Bargaining Unit Member Relief by Qualified Substitutes, that bargaining unit member shall be paid as follows:

   a. When a bargaining unit member gives up their planning period to perform substitute duties, such bargaining unit member shall be paid pursuant to the Period Sub rate as defined in Appendix B, Extra Duty Schedule Non-Coaching of the Master Agreement.

   b. When a Teacher is absent and an Intervention Specialist substitutes for that Teacher by providing substitute coverage for the entire day, the Intervention Specialist shall be paid pursuant to the Intervention Specialist Sub rate as defined in Appendix B, Extra Duty Schedule Non-Coaching of the Master Agreement. The Intervention Specialist is required to make up all time with assigned students.

   c. When a Teacher is absent and their class is split between two Teachers, each Teacher shall be paid pursuant to the Split Class rate as defined in Appendix B, Extra Duty Schedule Non-Coaching of the Master Agreement.

2. The Board shall, at the beginning of the school year, enter into a supplemental contract, upon the regular bargaining unit member's individual option, for the purpose of providing bargaining unit member-substitute service. Reimbursement for substitution time shall be as described in Appendix B. The regular bargaining unit member shall have the option of deciding on the substitute duty on any specific day. A regular bargaining unit member who substitutes shall be expected to carry on the regular activity in the class of his/her assignment. In selecting a substitute, preference shall be given to a bargaining unit member who possesses like certification to that of the absent bargaining unit member. This provision shall also apply to those bargaining unit members who are assigned students from a split class in addition to their assigned class load. This section is applicable to grades K-12.

3. A properly certificated substitute teacher shall be provided, when available, for an absent bargaining unit member. Bargaining unit members are permitted to request a specific substitute in circumstances where, prior to the request, the absence is expected to last in excess of one (1) week.

4. In the event that a teacher is asked to assume more than fifteen (15) additional students in a study hall as a result of a teacher absence, the teacher assuming extra students will receive half of the amount of the period substitute pay.

O. Temporary Schedule Change

Prior to a temporary change in the academic schedule, which will affect the instructional/learning process, the building staff will be provided with reasonable notice whenever possible. Bargaining unit member input will be sought for temporary changes in the academic schedule.

P. Labor-Management Council

A Labor-Management Council shall exist for the purpose of improving communications between the staff and administration, subject to the following conditions:

1. This Council shall be comprised of eight (8) members, having a district-wide scope to include four (4) bargaining unit members and four (4) administrators. The four (4) bargaining unit members shall be selected by the AATA President.

2. Labor-Management Council will meet monthly. A schedule of specific dates will be developed no later than September 1 preceding each new school year. Meetings will begin at a mutually agreed upon time for each school year and will not exceed one and one-half (1 ½) hours in length.

3. Agendas will be mutually formulated and agreed upon prior to the established meeting date.

4. Minutes of the meetings will be taken for documentation purposes and for Board of Education information.

Q. Activities Pass

The staff photo ID will be used as the Activities Pass. Until photo IDs are issued, driver's license and paycheck stub (direct deposit slip) will suffice.

R. Planning/Conference Period

All bargaining unit members shall have two hundred (200) minutes each full week during the student day for a planning and conference period. No planning period shall be less than thirty (30) minutes and will occur at least four (4) days a week. The administration and BLT will work together to facilitate planning and conference schedules utilizing existing staff. There will be no reduction in planning-conference time for grades 7-12 as a result of the

implementation of this provision. No more than one (1) planning period per week may be used for Administration led and/or directed meetings.

S. New Bargaining Unit Member Orientation

1. The Board shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendars days of the first day of classes, except when no new bargaining unit members are commencing employment at the start of a school year. Any bargaining unit members hired after the start of the school year shall be provided an in-person orientation prior to winter break or spring break depending upon their date of hire. New bargaining unit members shall be paid his/her hourly rate of pay for all time spent in an orientation that is held outside the member's contract day and/or year.

2. The Board shall provide written notice, to the Association President, of the date, time, and location of all bargaining unit member orientations, not less than ten (10) calendar days prior to any orientation meeting(s).

3. The Association shall be provided up to one (1) hour of uninterrupted time to communicate with bargaining unit members at each new bargaining unit member orientation. All non-bargaining unit members shall excuse themselves during this portion of the orientation. Any Association representative requested by the Association to be present for this portion of the orientation shall be released from other duties to participate without loss of pay or other benefit.

T. Tuition Free Attendance

Bargaining unit members of Ashtabula Area City Schools may enroll and transport, without transportation reimbursement, their children to AACS tuition free contingent upon availability of space in that building. Additionally, children of bargaining unit members shall be allowed to attend the Early Learning Center at one-half (1/2) of the current activity fee.

U. Chronic Communicable Disease Policy

1. Statement of Purpose

A bargaining unit member who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than a bargaining unit member with any other medical disability, and as is provided for herein. No bargaining unit member shall be subjected to indiscriminate testing or which is not in accordance with the law. The Board shall not discharge any bargaining unit member nor otherwise discriminate against any bargaining unit member with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such bargaining unit member has contracted a chronic communicable disease. Any action taken by the Board to temporarily or permanently remove a bargaining unit member who has been exposed to or who contracts a chronic communicable disease will only be undertaken in accordance with this policy. The bargaining unit member shall comply with all laws regarding the civil and constitutional rights of all bargaining unit members.

2. Reports of Suspected Carriers

All reports of suspected carriers shall be directed to the Superintendent. All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported bargaining unit member is suspected of being a carrier. If a report is received which does not meet those requirements, it shall not be acted upon.

3. Testing Criteria

a. No bargaining unit member shall be required to submit to a medical evaluation of his/her physical or mental condition without determination of just cause for said evaluation. The just cause determination shall be made by a tripartite panel which shall conduct a due process hearing and render a written determination which shall be final and binding on the parties.

b. The tripartite panel shall be comprised of a physician selected by the Board, the bargaining unit member's personal physician, and an arbitrator mutually selected by the Board and the Association in accordance with the procedures set forth in the grievance procedure of this Contract. The mutually selected arbitrator shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels to determine probable cause for medical evaluation.

c. The tripartite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of a bargaining unit member. Within ten (10) days after the conclusion of the due process hearing, the panel shall render a written determination and the rationale to the Superintendent and the bargaining unit member.

d. In the event that a health risk becomes apparent and may affect many or all bargaining unit members, as determined by a physician in the appropriate public health district, the Board, with concurrence of the Association, shall be permitted to bypass the tripartite panel and immediately provide for the examination and/or immunization of any or all bargaining unit members to prevent the spread of the disease.

e. All costs of the tripartite panel shall be borne by the Board.

4. Medical Evaluation

a. Within ten (10) days after a determination has been rendered substantiating probable cause for medical evaluation or if a bargaining unit member voluntarily submits to a medical evaluation, a medical review team comprised of (1) a physician specializing in the contagious disease in question, (2) a physician from the appropriate public health district, and (3) the physician designated by the Superintendent as the Board's physician shall be convened by the Superintendent to conduct a medical evaluation of the bargaining unit member 's condition. The medical review team shall provide for the examination of the bargaining unit member and may obtain, upon written, voluntary authorization of the bargaining

unit member, all relevant and pertinent medical information from the bargaining unit member's personal physician.

b. The report rendered by the medical review team shall be restricted to an evaluation of the bargaining unit member's medical condition and shall clearly state:

(1) Whether or not the bargaining unit member has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:

(a) Whether or not the bargaining unit member's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:

(i) The nature of the risk of the bargaining unit member's medical condition (how the disease is transmitted);

(ii) The duration of the medical condition (how long is the carrier infectious);

(iii) The severity of the risk of the medical condition (what is the potential harm to third parties); and

(iv) The probability the disease will be transmitted and will cause varying degrees of harm.

(b) Whether or not the bargaining unit member is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the bargaining unit member is able to meet all of the job requirements in spite of the bargaining unit member's medical condition.

c. The medical review team shall continue to monitor a bargaining unit member's medical condition in the event that the medical review team determines that such a follow-up review is necessary. Such monitoring is intended to permit the medical review team to determine whether or not a bargaining unit member is qualified in his/her job as is set forth in 4 b. (1) (b).

5. Reasonable Accommodation

a. Within ten (10) days of receipt of a medical evaluation report indicating that a bargaining unit member's current medical condition imposes a substantial health risk to others in the school environment or prevents the bargaining unit member from performing all of the bargaining unit member's job requirements, the Superintendent shall provide written notification to the bargaining unit member specifying what action the Board shall take to reasonably accommodate the bargaining unit member's disabling condition.

b. Any attempt to reasonably accommodate the bargaining unit member's disabling condition shall not violate the existing Agreement. If the Association believes the proposed accommodation violates the Agreement, the Board shall meet with appropriate representative(s) of the Association to attempt to negotiate a reasonable accommodation.

c. Any unresolved dispute regarding whether the Board has made a reasonable accommodation or whether the proposed accommodation is in compliance with the Agreement shall be subject to expedited final and binding grievance arbitration.

6. Elimination of Health Risk

a. Whenever a bargaining unit member's health is at risk due to possible exposure to a communicable disease, the Board shall take all measures necessary as ordered by the Ohio Department of Health or local health department, taking into consideration standards established by the Center for Disease Control to eliminate the health risk.

The Board's actions shall be in compliance with this article of the Agreement.

b. If elimination of the health risk requires a bargaining unit member to be immunized, the cost of the bargaining unit member's immunization shall be borne by the Board, unless same is a covered expense by the bargaining unit member's hospitalization insurance. Any difference between the amount paid by the insurance carrier and the actual charge shall be paid by the Board.

The Board shall not be responsible for paying for any immunization costs that are solely attributable to a bargaining unit member's voluntary request for same.

c. If elimination of the health risk requires the implementation of any emergency, temporary, or permanent removal of a bargaining unit member with a chronic communicable disease, the Board shall comply with the provisions of this Agreement and applicable statutes, including ORC Section 3319.13.

7. Disability Retirement

Subsequent to the determination that temporary or permanent removal of disabled bargaining unit member is justified, the Board shall support the bargaining unit member's application for disability retirement, if the bargaining unit member elects to make such application.

8. Confidentiality

a. All reports of suspected carriers, all aspects of the due process hearing to determine probable cause for medical evaluation, and all aspects of the medical evaluation shall be treated as "highly confidential." Any report received or rendered during these procedures shall be released only to the Superintendent and the bargaining unit member. Any discussion of a report by the Board shall be conducted in Executive Session.

b. The Board and all bargaining unit members involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

9. Education

a. The Board shall implement education programs for all school bargaining unit members, students, and the school community regarding chronic communicable diseases and their transmission within sixty (60) days of the implementation of this Agreement. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment.

b. All bargaining unit members shall be provided, within thirty (30) days, all necessary supplies and equipment for handling spilled blood and body fluids to insure proper cleaning and disinfecting. Bargaining unit members shall receive training on the proper use of supplies and equipment upon receipt of same.

10. Bargaining Unit Member Cooperation

Implementation of these procedures as outlined herein shall not prevent the Board from utilizing the disciplinary procedures as agreed to in the Agreement.

11. Mutual Agreement

The Board of Education and the Association hereby acknowledge that the subject policy has been negotiated for the mutual benefit of both parties.

12. Exclusions

The following provisions of this policy do not apply to bargaining unit members suspected of having AIDS or AIDS-related conditions, or an HIV infection: V.3. - Testing Criteria, V.4. - Medical Evaluation.

If a bargaining unit member is suspected of or identified as having or has AIDS, AIDS-related conditions, or an HIV infection, then all protection of O.R.C. 3701.242 and 3701.243 shall apply to the administration of an HIV test to the bargaining unit member.

V. Drug and Alcohol Free Workplace

The Board may require an employee, or prospective employee, to be tested for drugs or alcohol for the following reasons or circumstances:

a) Post-offer, pre-employment testing
b) Reasonable suspicion testing
c) Post-accident testing
d) Return to work assessment

The Board and Association agree to abide by the following procedures and requirements as relates to the aforementioned drug or alcohol testing:

1. Post-Offer, Pre-Employment Medical Examination and Drug Testing

   As part of the Board's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug test conducted by a contractor the Board designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by the Board and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

2. Reasonable Suspicion Testing

   Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing and given to the bargaining unit member at the time the test is requested. The documentation given to the bargaining unit member at the time of the request may not be complete but will contain the reasons substantiating a reasonable suspicion test. A reasonable suspicion test occurs based on:

   a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
   b. A pattern of abnormal conduct or erratic behavior.
   c. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

   The observation made must be by a trained supervisor. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

3. Post-Accident Testing

   Post-accident testing will be conducted whenever an accident, as is hereinafter defined, occurs. For the purpose of this type of testing, the Board considers an accident an unplanned, unexpected, or unintended event that occurs on Board property, during the conduct of business, or during working hours, or which involves a Board owned vehicle or vehicle which is used within the employee's scope of employment, and which results in any of the following:

   a. A fatality of anyone involved in the accident:
   b. Bodily injury to the employee and/or another person that required off-site medical attention away from the Board's place of employment;
   c. Vehicular damage in apparent excess of two thousand dollars ($2000.00);
   d. Non-vehicular property damage in apparent excess of two thousand dollars ($2000.00).

When such an accident results in one of the situations described above, any employee who directly contributed to the accident will be tested for drugs or alcohol use or both.

4. Follow-up Testing after Return-to-Duty from Assessment or Treatment

   This test occurs when an employee who has previously tested positive is not terminated because of a decision made not to terminate under the Rehabilitation Option described in this section of the Agreement. A negative "return-to-duty test" is required before the employee will be allowed to return to work. If the employee fails this test, such an event will constitute grounds for termination of employment.

   At no time shall the District undertake any random drug testing that is not required by Federal or State law.

   Any employee who is required to be tested shall be paid a minimum of one (1) hour or the actual time, whichever is greater.

5. Rehabilitation Option

   In the event that an employee tests positive for a controlled substance or alcohol, the employee may elect to seek rehabilitation through an approved treatment program provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by any employee electing this Rehabilitation Option. Rehabilitation, whether undertaken voluntarily, or in lieu of discipline, shall be entirely at the employee's expense and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies.

6. The Board agrees that all drug and alcohol testing will be performed by testing laboratories which are regularly certified as being in compliance with SAMSHA and all applicable laws, rules and regulations.

7. The Board will attempt to utilize collection facilities which are in close proximity to the employee's workplace, except when immediate medical attention is required (i.e., a serious accident).

W. Professional Attire

Teachers are expected to dress in professional attire commensurate with the activity/environment in which they are involved.

X. Information Systems

If there is a request made by the Superintendent or by means of a public records request to the Board's Records Custodian, for copies of a bargaining unit member's computer files, internet traffic or emails maintained on Board owned or leased servers or computers, affected bargaining unit member must be notified within five (5) business days of the District's receipt of the request except in cases involving suspected criminal conduct. In cases of suspected

criminal conduct, the affected bargaining unit member will be notified of the request for such electronic information upon the completion of the investigation. All use of the Board's owned or leased servers or computers shall be in compliance with the Board's Computer/Online Services (Acceptable Use and Internet Safety) Policy.

Y. Special Education Teachers

Each K-12 special education teacher will be given four (4) student days during each school year without duties, to evaluate, write and prepare for IEP meetings, with no more than one (1) Intervention Specialist per campus using the same student day.

Z. Extra Duty Assignment

No mealtime supervision will be required of an elementary classroom bargaining unit member prior to the start of the teacher workday. Elementary teachers will not be required to do lunchtime supervision.

AA. Equipment

Should the Board implement new curriculum delivery methods or technologies (e.g., text messaging) teachers required to utilize these new methods will be provided the equipment by the Board of Education without cost to the teacher.

BB. Building Leadership Teams/District Leadership Team

Each educational building will maintain a Building Level Team (BLT) consisting of:

- Building administration
- Assigned academic coach
- A building teacher from each grade level at the elementary level (K-6)
- A representative from each of the core areas (Language Arts, Math, Science and Social Studies) at the secondary level (7-8-9-12)
- One (1) additional teacher (Special Ed, Music, Art, PE)
- Others as determined by the BLT

The BLT shall be responsible for the creation of professional development, curriculum creation and modification, input into planning staff meeting agendas, and is responsible for the analysis of District data. The BLT will meet on a monthly basis and shall be an open forum sharing ideas and developing solutions to concerns.

The BLT shall report to the District Leadership Team (DLT) which shall be made up of:

- One (1) representative from each BLT
- All building administrators
- Union President or designee
- Guidance counselor
- Representatives from the Superintendent's Office
- Others as determined by the BLT

The DLT shall be responsible for the coordination of BLT efforts to ensure compliance with state requirements, the District Mission Statement and Board goals. The DLT shall meet on a monthly basis.

CC. Mandatory Safety Training

Members of the AATA shall undergo mandatory online safety training on matters/topics determined by the Board to be necessary, relevant and pertinent (e.g. Active Shooter, Automated External Defibrillators [AED], Bloodborne Pathogen Exposure Prevention, Fire Extinguisher Safety, Homeless Students, Staff Ethics, Anti-Fraud, COVID-19, etc.) which may total approximately six (6) hours, more or less. The training shall be completed by all members of the AATA no later than October 15th of each year.

In consideration for undergoing the aforementioned safety training, all members of the AATA successfully completing the mandatory training will be paid a one-time stipend of One Hundred Twenty Dollars ($120.00) upon completion of the online safety training. The stipend will be paid upon verification by the Board of the completion of training by each AATA member and will be paid the first payroll dated in November.

ARTICLE XIII. TEACHING CONDITIONS

A. Physical Conditions

1. The preservation of safe, wholesome, and pleasant surroundings is of paramount concern both to the Board and the Association. To achieve this goal, the Board shall in each building, in all cases possible, enforce the following:

    a. correct any hazardous condition brought to the immediate supervisor's attention;
    b. establish a prompt process for room repairs;
    c. close classroom and/or school buildings due to an improper heating system if the temperature falls below sixty (60) degrees or rises over eighty-five (85) degrees Fahrenheit;
    d. provide and maintain safe and adequate parking facilities for the building staff;
    e. provide alternate source of water sufficient to meet county health district requirements if water is off for an extended period of time.

2. Each classroom shall be provided with, but is not limited to, in all cases possible, the following:

    a. student stations to accommodate the enrollment;
    b. tack board, chalkboard, and/or white board
    c. safe storage space for instructional materials, equipment, and supplies;
    d. electrical outlets and other accommodations for convenient use of audio-visual equipment;
    e. proper ventilation;
    f. artificial and natural light control;
    g. space for reference materials;
    h. proper lighting for the visual task to be accomplished;

i. locks and keys for all classroom doors; and
j. computers, internet access, printer access (may be networked to other locations within the building)
k. instructional materials, including printer supplies, will be provided through the building's instructional supplies account.

3. Classroom interruptions by public address systems shall be permitted only in emergency cases. Regular announcements shall be made only at the beginning and at the close of the school day. Other classroom interruptions, for administrative or other purposes, shall be held to a minimum.

4. The Board shall provide, in each building, in all cases possible, the following:

   a. Bargaining unit members' rest areas, conference rooms, and lavatories, appropriately furnished, ventilated and maintained, conveniently available for the professional staff. Those facilities shall not be used for regularly scheduled meetings unless an emergency occurs.

   b. A bargaining unit member workroom and storage space of suitable size and location, containing adequate equipment and supplies, to meet a bargaining unit member's needs in preparing instructional materials shall be available. This room, or the bargaining unit member rest area, will include a telephone to be reserved for the exclusive use of the bargaining unit members.

   c. A copying machine, computer, and printer shall be available in each school, at all times, for the bargaining unit members' use for instructional materials. Except for emergency requirements, instructional material shall have priority over non-instructional materials.

   d. The Board shall attempt to create a safe teaching and learning environment for students and staff by providing, when possible, modern technology advancements as part of the safety plan.

5. The Board recognizes that appropriate textbooks, library facilities, reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests to accompany text, questionnaires, software, office supplies and similar instructional materials, are tools of the teaching profession.

   The Board recognizes the value of bargaining unit member participation in the selection and use of instructional materials, and agrees to solicit the advice of the appropriate segment of the teaching staff in the process of selecting instructional materials. The ultimate recommendations rest with the Superintendent and approval rests with the Board.

   The Board agrees that it will expedite its selection and purchasing process to implement the effective utilization of said instructional materials.

6. The Association will encourage its bargaining unit members in all cases possible, to adhere to the following:

   a. leave facilities in an orderly fashion;
   b. discourage vandalism;
   c. maintain restrooms, lavatories, and other facilities by showing concern for neatness and cleanliness;
   d. park vehicles in such a manner that available spaces are used most efficiently;
   e. treat all equipment and materials with respect and care.

7. Bargaining unit members shall be encouraged to assist in the evacuation of the Perry Nuclear Power Plant.

8. Bargaining unit members shall take all steps reasonably necessary to protect the life, health, safety, and welfare of students and bargaining unit members.

9. In the event a bargaining unit member desires to have access to their classroom at times when the building administrator is not present (i.e., evening and weekends), the bargaining unit member may request a building key and alarm code from the building administrator. Such access will be limited to the teacher's classroom, the teacher workroom, and all common areas, excluding the building office.

10. At the start of the student day, buildings will be locked and remain locked during the student day with monitored point(s) of entrance.

11. All bargaining unit members will be required to visibly display Ashtabula Area City Schools' identification badges during the workday.

12. Each student building shall contain a designated location for school nurses to make confidential phone calls.

B. Calendar

1. The school year shall consist of one hundred eighty-five (185) days as listed below. NEOEA Day shall be a day when school will not be in session and will not be included in the official school calendar. Should state law change, the Association and the Board of Education agree that the calendar can be revisited and adjusted.

2. The school calendar will include:

   175 Student Days (which should be considered maximum, with up to three (3) student days waived for Professional Development)
   1 Convocation Day
   1 Bargaining Unit Member Preparation Day (scheduled before the first student day)
   2 Parent Conference Days and 2 Hours Open House TBA
   3 Bargaining Unit Member Records Day scheduled at the end of the first, second, and third nine weeks with the staff development not to exceed three hours and the remainder of the day for teacher records. This

meeting is to be held at the beginning of the teacher work day and will count as one (1) of the three (3) principals' meetings.

3 Professional Development Days.

3. All meetings will be held on Convocation Day and no mandatory meetings are to be held on Bargaining Unit Member Preparation Day.

4. Except for make-up examination purposes, no students will remain in the buildings after 12:00 noon on the last student day of the year.

C. Calamity and Energy Days

1. When the schools are to be closed, the Superintendent or designated representative will authorize media statements as early as possible, but in all cases, no later than thirty (30) minutes prior to the start of the teacher workday. Unless such an announcement is made, school buildings will be open to receive students.

2. Should hazardous weather or other emergencies occur during school hours, which would justify district and/or building closing, a telephone message from the Superintendent or designated representative will authorize such early closing. Only under those conditions can early closing occur.

3. In the event of buildings being closed due to hazardous weather or emergency conditions, bargaining unit members will not be required to report to work.

4. The decision to close any building due to an emergency will be made by the Superintendent or his/her designated representative. Bargaining unit members in the affected building shall not be required to remain on duty once the Superintendent has made the decision to close the building and all of the bargaining unit members' responsibilities have been discharged.

5. The Board will receive suggestions from the Association of any change in policy on the calendar and/or calamity days prior to said change.

D. Conference Days

District-wide Parent/Teacher Conferences will be held on a uniform basis (i.e., same schedule of visitation). Bargaining unit member input will be sought with respect to the parameters of the conference schedule. The ultimate scheduling decision shall be made by the Superintendent.

E. After School Events and Activities

The Board and Association acknowledge the value of the participation and support of bargaining unit members at after school events and activities and agree to encourage the attendance of bargaining unit members at after school events and activities.

F. Professional Day Agenda

Each Professional Day agenda shall be created by a joint AATA/AACS management committee made up of an equal number of members from each side based on the number of administrators on the committee as determined by the Superintendent. The committee shall include at least one (1) member from each level (elementary, junior high and high school). All Districtwide professional days will have certificates provided to participants, who successfully complete the program, for the purpose of verifying continuing education units (CEU's).

G. Supplies

Based upon the supplies allocated to the building by administration, each bargaining unit member shall be provided with an equitable amount of supplies, paper, printing and copying as determined by the Building Leadership team in order to effectively provide a quality education for students.

H. Master Teacher Program

The application to attain, designation of, or lack of Master Teacher status shall have no bearing on the evaluation, employment status, pay or teaching assignment of any bargaining unit member. No teacher shall be required or requested to apply to become a Master Teacher.

I. Non-instructional Duties

Building administrators will assign non-instructional duties (i.e., bus duty, etc.) equitably, based upon time required to complete the duty, amongst the staff of the building.

J. Psychologist Case Load

School Psychologists shall be provided with a list of students who are their responsibility no later than October 1 of each year. The list may be adjusted due to the enrollment and/or dropping of students. The Psychologist will be allowed to schedule ETR's at their discretion so long as all statutory deadlines are met.

ARTICLE XIV. OBSERVATION AND EVALUATION

Non-OTES bargaining unit members will be evaluated, utilizing the appropriate forms located in Appendix A at least once every three (3) years. All evaluations shall be conducted using the appropriate best practices and with all of the applicable rights contained herein.

OTES based bargaining unit member evaluation shall be according to the applicable sections of the ORC except as modified as follows:

1. SCOPE AND PURPOSE

DEFINITIONS

A. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

B. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

C. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

D. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

E. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this Agreement as Appendix A-8.

F. Evaluation Procedure: The procedural requirements set forth in this Agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

G. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "Accomplished", "Skilled", "Developing", or "Ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

H. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

I. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

J. Improvement Plan: A detailed, written plan initiated by the evaluator. The teacher may provide input at the meeting to review the plan. Improvement plans are utilized when a teacher receives an Evaluation Rating of Ineffective or when an administrator utilizes discretion to place any teacher on an improvement plan at any time based on any individual deficiency in the evaluation system. The approved form for the Improvement Plan is attached to this agreement as Appendix A-9.

K. Observation Cycle: Includes a walkthrough, followed by a pre-conference, then a formal observation, and lastly a post-conference.

L. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

M. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

N. Poorly Performing Teacher: A teacher who receives an evaluation rating of Ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

O. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix A-10.

P. Teacher of Record: A teacher who is:

- Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
- Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,
- Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

Q. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix A-8 of this Agreement.

PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

APPLICATION

A. The teacher evaluation procedure contained in this Agreement applies to the following employees of the District:

1. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

B. The District shall not conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

3. Is participating in the teacher residency program established by Ohio Rev. Code § 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;

4. Is a substitute teacher.

2. STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

A. Committee Composition

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the

evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District. The committee shall be comprised of five (5) Association members appointed by the Association President and five (5) members appointed by the Superintendent. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District.

3. After the Association member's term, or removal therefrom, the Association President shall appoint a successor.

B. Committee Operation

1. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

2. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members.

4. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

5. All decisions of the committee shall be achieved by consensus.

6. At each initial committee meeting, the committees shall develop the ground rules by which the committee shall operate.

7. At each meeting, the committees shall select an individual to act as the official scribe for that meeting. All notes and official minutes, if any, shall be stored and available to members of the committee, Association President, and District Superintendent electronically within five (5) days following each meeting of the committee.

8. Members of the committee shall receive release time for committee work and training during the contractual workday or any committee work. When necessary, members will receive compensation for work outside the contractual workday.

9. The committee may establish sub-committees to assist with their work.

10. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President.

11. The committee shall be authorized to utilize a consultant(s) (e.g., educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board of Education.

C. Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

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

3. The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

4. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this Agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

3. EVALUATORS

QUALIFICATIONS AND ASSIGNMENT

A. Each evaluator shall be an employee of the Ashtabula Area City School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

C. Evaluator assignments shall be made pursuant to the following requirements:

1. For those teachers with an evaluation rating of Skilled, Developing, or Ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.

2. For those teachers with an evaluation rating of Accomplished on their most recent evaluation, the teacher may select their evaluator not later than September 1 in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection. Please note: The selection of an evaluator is limited to the administrators available in the teachers' building that they are assigned. Also, the selection process may not cause administrators to have inequitable evaluation workloads.

3. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

4. Should an unforeseen emergency arises; a new evaluator must be chosen in consultation with the teacher.

5. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an Ineffective rating on his/her most recent evaluation.

D. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

4. ORIENTATION AND PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

A. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this Agreement. All professional development will align with the Ohio Professional Development Standards.

B. No later than September 15 of each year, the Board shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD).

C. **Evaluators**

1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the

state-mandated evaluator credentialing or re-credentialing training and have passed said assessment.

2. The evaluators shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedures.

3. Written instructions for evaluators shall be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.

4. Updates to written instructions and group professional development shall occur on an annual basis.

5. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association President within ten (10) days of the District becoming aware of the failure.

D. Teachers

1. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

2. Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized.

3. Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 15, or in the case of a new teacher, not later than thirty (30) days after initial employment with the District.

FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

The Board shall allocate professional development funding annually for orientation, professional development, and training purposes to support the teacher evaluation system. The financial resources to support the professional development shall be provided for, in priority order:

1. Teachers designated to an improvement plan. The evaluator and teacher shall jointly identify training, classes, resources, etc.

2. All other teachers not identified above.

3. The Evaluation Committees shall have funding allocated each year to be used for training purposes. Committee members may vote on how these dollars shall be allocated and the type of training aligned to District/Building goals. All training shall

be held during contract days, unless mutually agreed upon by committee members.

4. All requests for professional development dollars shall be submitted to the District Director of State and Federal Funds, including the cost of the professional development. If the request is denied, the District Director of State and Federal Funds shall provide to the teacher, in writing, the reason for the denial within five (5) working days. If the teacher believes the denial is arbitrary, capricious or unreasonable, the employee may file a grievance, pursuant to Article XVI of this Contract.

5. EVALUATION STRUCTURE AND PROCEDURES

SCHEDULE OF EVALUATION

A. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

B. No teacher shall be subject to more than two (2) Observation Cycles per school year unless the District intends to non-renew said teacher. Teachers on a limited contract may be scheduled for three (3) Observation Cycles but the third may be cancelled should the administrator deem it unnecessary.

C. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

CRITERIA FOR PERFORMANCE ASSESSMENT

A. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included as Appendix A-8 of this contract.

B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

F. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

G. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

H. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

OBSERVATIONS

A. Schedule of Observations

1. The Board shall perform two (2) formal observations in a year in which the teacher is on a full evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed no later than the completion of the first semester. The second formal observation shall be completed no later than April 30th.

2. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than April 30th.

3. One (1) formal observation shall occur in a year in which a teacher is not on a full evaluation cycle.

4. Except during the week before or after Thanksgiving, teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days.

5. A teacher may request a formal observation at any time in addition to those required by this procedure.

6. All formal observations shall be announced.

B. Observation Conferences

1. A pre-observation conference may occur at the teachers request between the evaluator and the teacher not less than five (5) working days prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed.

2. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than five (5) working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

3. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

WALKTHROUGHS

A. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

1. Evidence of planning;

2. Lesson delivery;

3. Differentiation;

4. Resources;

5. Classroom environment;

6. Student engagement;

7. Assessment;

8. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

B. The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) workdays following the walkthrough.

D. At the request of the teacher, a formal debriefing shall occur no later than two (2) workdays after the walkthrough to discuss observations of the evaluator.

E. No more than two (2) walkthroughs shall be conducted in each observation cycle.

F. Walkthroughs shall not disrupt the learning environment in the classroom.

G. Teacher's may request a walkthrough at any time.

HIGH QUALITY STUDENT DATA (HQSD)

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all necessary educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the use of data.

D. The overall rating of a component will not be solely based on student test performance.

E. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this Agreement.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this Agreement.

3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this Agreement.

4. Teachers whose evaluation rating is Ineffective shall have a professional improvement plan developed by their assigned evaluator, pursuant to the

terms of this Agreement. The teacher may provide input at the meeting to review the plan.

5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher peer/coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. The Board shall provide professional development, peering/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. A teacher in their first year of employment with the District shall not be placed on an improvement plan.

D. The improvement plan shall include:

1. Improvement Statement

2. Specific, measurable instructional practices to be observed;

3. Specific, evidence-based resources, and assistance to be provided;

4. Clearly articulated timelines for the completion of the plan; and

5. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

6. Shall utilize the form found in Appendix A-9 of this Agreement.

E. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.

F. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

PEER TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

A. The District may provide teachers on an improvement plan with a trained peer teacher who is not the credentialed evaluator. The peer teacher shall be provided release time to allow for consultations and/or observations with the teacher.

B. Role of the Peer Teacher

1. The peer teacher shall possess continuing contract status and have a minimum of five (5) consecutive years of teaching experience in the District.

a. The peer teacher shall not have a formal evaluation role. The peer's role is to support the growth of the teacher through formative tools and practices.

b. The peer teacher shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license.

c. The peer teacher shall have extensive knowledge of a variety of classroom management and instructional techniques.

d. The peer teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

2. Release Time/Compensation

a. Each peer teacher shall be granted release time for peering activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

b. Notwithstanding any provision in the Master Agreement to the contrary, in addition to the mutually agreed upon release time, each peer teacher shall receive a stipend of five hundred ($500) dollars for each mentee. The stipend is to be paid upon verification of the completion of duties in June of that school year.

3. Protections

a. Other than a notation that a teacher provided additional service as a peer teacher, the teacher's activities as a peer teacher shall not be part of his/her evaluation.

b. A peer teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

c. No peer teacher shall be requested or directed to divulge information from the written documentation or confidential peer/mentee discussions.

d. All interaction between the peer teacher and the teacher shall be regarded as confidential. Any violation of this tenet by the peering teacher shall constitute grounds for immediate removal from the role as peer teacher and no information provided by the peer shall be used in the evaluation of the teacher.

e. At any time, the peer teacher or the teacher may exercise the option to have a new peer teacher assigned to the teacher. No specifics

shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the peer teacher or the teacher. This option may be exercised three (3) times by the peer teacher or the teacher.

f. No data collected through the Ohio Resident Educator or Peer Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

FINALIZATION OF EVALUATION

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

6. Any teacher who receives an evaluation rating of "Skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance

of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

7. Any teacher who receives an evaluation rating of "Accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

8. The Superintendent shall annually file a report to the ODE including only the following information:

   a. the number of teachers for whom an evaluation was conducted;

   b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

   All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

9. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

C. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information is transmitted outside of the District.

DUE PROCESS

A. A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

B. Failure by the District to adhere to any timeline or condition established in this Agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the Collective Bargaining Agreement and/or Ohio law.

C. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the Collective Bargaining Agreement and/or Ohio law.

D. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.

E. The Board shall amend its evaluation policy to conform to the terms of this Agreement.

F. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within twenty (20) days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in Article II of this Agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy. The Association specifically retains the right to strike under Ohio Rev. Code § 4117 at the end of the thirty (30) day dispute resolution procedure period.

6. PERSONNEL ACTION

REQUIREMENTS

The evaluation procedure contained in this Agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three (3) Observation Cycles have been completed.

7. FAIR DISMISSAL

A. All newly hired bargaining unit members will be on 2 years probation.

B. At any time during the probationary period, the bargaining unit member may be non-renewed at the discretion of the Board of Education without just cause.

C. A bargaining unit member who has completed two (2) years of employment for the Ashtabula Area City Schools and has not been non-renewed prior to the completion of the second year of employment, may not thereafter be non-renewed, except for just cause.

D. Just cause, for the purpose of fair dismissal, shall be defined as failure to correct documented deficiencies of teaching/contractual duties. This definition does not apply to the meaning of "just cause" for discipline purposes under Article X Discipline.

E. All long-term substitutes shall be non-renewed at the conclusion of each school year without cause.

8. APPEAL

Bargaining unit members who are non-renewed under this article shall have the right to appeal to the Court of Common Pleas or to employ the grievance and arbitration procedures of this Agreement.

Once a bargaining unit member either files a grievance or files a complaint in the Court of Common Pleas, said bargaining unit member has made an election and is bound by said election.

XV. LEAVES OF ABSENCE

A. Jury Duty/Subpoenaed Witness Leave

A bargaining unit member shall be granted such time as is necessary for jury duty/subpoenaed witness time. Such leave will not be charged against personal leave. Notice of absence must be called in prior to the day of service as a juror/subpoenaed witness. The bargaining unit member shall be paid the bargaining unit member's regular compensation and the bargaining unit member shall retain any remuneration received for serving as a juror. The bargaining unit member must submit written documentation to the Treasurer's office for the dates the member served on jury duty or served as a subpoenaed witness.

B. Personal Leave

1. Definition of Personal Leave:

   Time needed to take care of personal business or personal family obligations that can only be taken care of during school hours.

2. Bargaining unit members will be granted three (3) personal leave days per year and those days may be used in one-fourth (1/4) day increments.

3. Personal leave shall be submitted in writing to the building administrator at least forty-eight (48) hours in advance, unless an emergency occurs.

4. Personal leave may not be used the day before or after a holiday or extended break or NEOEA Day, nor shall a personal day be utilized in the first five (5) or last ten (10) student contact days in the school year. Further, personal leave shall not be taken on Convocation Day or on any in-service day. Exception to this rule may be granted at the discretion of the Superintendent.

5. If a bargaining unit member does not use all of his/her personal days in a school year, one (1) personal leave day shall be carried over to the next year and any remaining full or partial personal leave days will be paid to the bargaining unit member, in the first pay in August, at a rate of one hundred forty dollars ($140) per full day, subject to the bargaining unit member's usual withholdings and deductions.

6. Upon retirement from the District or death, any remaining full or partial personal leave days will be paid to the bargaining unit member or in the case of death, to the bargaining unit member's estate, at a rate of one-hundred forty dollars ($140.00) per full day, subject to the bargaining unit member's usual withholdings and deductions.

C. Sick Leave

1. To the extent a bargaining unit member has accumulated sick leave, a bargaining unit member shall be paid regular compensation for time lost due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other bargaining unit members, or to students, emergency dental care, and for illness, injury or death in the bargaining unit member's immediate family. The following limits apply:

   a. Maternity/paternity/adoption – consistent with FMLA – extension available upon written doctor request.

   b. illness or injury in the immediate family – consistent with FMLA. Exception to this rule may be granted at the discretion of the Superintendent.

2. Each bargaining unit member shall be granted one and one-quarter (1-1/4) sick days per month, or fraction thereof, up to a maximum of fifteen (15) days per year. Accumulation of unused sick leave shall be unlimited.

3. Sick leave may be used in increments of one-quarter (1/4), one-half (1/2), three-fourths (3/4) or one (1) working day.

4. Accumulated sick leave shall be retained during a leave of absence.

5. A bargaining unit member new to the school system and a bargaining unit member who has exhausted all earned sick leave shall be advanced five (5) days sick leave prior to the start of each new school year.

6. An employee who takes a sick day on Convocation Day, any in-service day, and/or any professional development day (including any early release days) may be asked to obtain a written statement from an attending physician setting forth the medical reason for the absence and submit it to the Administration on the day the employee returns to work. In the event that an employee takes a sick day on the Last Staff Day – Professional Day/Records, the employee shall submit the statement within five (5) calendar days of the absence.

7. If sick leave exceeds five (5) consecutive days, a bargaining unit member must have a doctor's excuse with diagnosis and prognosis. If it is determined that there is a pattern of sick leave use (for example, repeatedly being absent on certain days), the bargaining unit member must have a doctor's excuse with a diagnosis and prognosis.

8. Attendance Incentive

   Bargaining unit members who do not use sick leave during the previous month will be compensated seventy five ($75) per month. The use of bereavement, association,

personal, professional time, or other mandated days where an employee would be unable to work shall not be used in the calculation for the attendance incentive.

The incentive will be available for 10 months.

The attendance incentive shall be paid the second pay of the following month.

9. Sick Leave Bank (SLB)

   a. Membership

      (1) The sick leave bank is voluntary for members of the bargaining unit and who have been bargaining unit members, employed for one hundred-twenty (120) consecutive days or certified administrators who were former teachers in the District and who have accumulated SLB days.

      (2) A participating member may draw upon the SLB by making application through the SLB Committee within twenty (20) working days of the employee's last paid day. The SLB Request Form must be presented to the AACS Superintendent or Treasurer if the Superintendent is not available and will be forwarded to the SLB Committee for action. Action on the member's request will be by majority vote of the committee within ten (10) working days of the notification. The SLB Committee shall notify the Treasurer's Office of the participant and the number of sick leave days granted within two (2) working days of the decision. The decision of the SLB Committee shall be final, binding and not subject to the grievance procedure, court action or any appeal.

      (3) To become a participating member of the SLB, a bargaining unit member must donate two (2) sick days during the open enrollment period. The enrollment period shall be August 20 through September 20 each year.

      (4) Donated days will be deducted from the second pay period in October.

      (5) Donated days are not returnable nor do they count against the stipend for non-use of sick days.

      (6) At any time, the number of SLB days falls below one hundred (100) days, each participating member not currently drawing SLB days shall contribute an additional one (1) day to the sick leave bank within thirty (30) days after receiving notification of the same or forfeit membership.

      (7) The sick leave bank shall be available when twenty-five percent (25%) of the bargaining unit participates.

      (8) Bargaining unit members using sick leave bank days will not be compensated for professional development meetings or any other committee meetings scheduled or attended after the regular workday. Furthermore, the bargaining

unit member shall not attend any meeting or duty (teaching or supplemental) while utilizing SLB days.

b. Qualifications for Use of the Sick Leave Bank

(1) Members of the SLB may be granted days for serious illness and/or injury to themselves or immediate family members.

(2) All accumulated sick and personal leave must be exhausted before an individual is eligible for SLB days.

(3) All unused days must be returned to the SLB.

(4) Sick days earned during the absence will be used instead of SLB days.

(5) SLB days will not be used in lieu of disability retirement.

(6) Members who are receiving temporary disability payments from the Workers' Compensation Bureau are not eligible to receive SLB days

(7) A member requesting SLB days for mental/emotional disability must be under the care of a licensed physician and be involved in an active treatment plan.

(8) SLB grants will end as of the last workday of the school year. SLB grants will not automatically be carried over from one school year to another.

(9) No bargaining unit member shall be actively employed with any other employer, private or public during the period of time that she/he is receiving benefits from the SLB.

c. Administration/Review of Cases

(1) A committee shall be formed to administer the SLB. All cases shall be reviewed for final decision by a minimum of five (5) members of the SLB Committee. All voting will be anonymous and in writing. This committee shall consist of:

AACS Treasurer or designee
AACS Superintendent or designee
Building administrator of the applicant (non-voting)
AATA President or designee
Secondary bargaining unit member
Elementary bargaining unit member

In the event a certified administrator submits an SLB Request Form, an administrator other than the applicant will be selected by the Superintendent to participate as a voting member of the SLB committee. In such event, one (1) of the AATA committee members will become a non-voting committee member.

(2) A participating member may draw upon the SLB by making application through the SLB Committee. The SLB Request Form must be presented to the AACS Superintendent or Treasurer if the Superintendent is not available and will be forwarded to the SLB Committee for action. Action on the members request will be by majority vote of the committee within ten (10) working days of the notification. The SLB Committee shall notify the Treasurer's Office of the participant and the number of sick leave days granted within two (2) working days of the decision. The decision of the SLB Committee shall be final, binding and not subject to the grievance procedure, court action or any appeal.

(3) Confidentiality - The SLB Committee shall take all necessary steps to ensure the confidentiality of its decisions.

(4) Certification by Physician

(a) The SLB Committee shall require a physician's certification to verify need for SLB days and attesting to the individual's incapacity to perform assigned duties. This shall accompany the SLB Request Form found in this Agreement (Appendix D-4).

(b) The SLB Committee may require the applicant to secure a second certificate from a physician of the Committee's choice. Expense, if any, of securing the second certificate shall be borne by the member applicant.

(5) In the event that a member is physically unable to make a request to the SLB, a family member or agent may file the request on the member's behalf.

d. Distribution of Days from the SLB

Under most circumstances, the SLB Committee may grant up to a maximum of twenty (20) days per individual per school year.

D. Transfer of Sick Leave Credit

A bargaining unit member that has prior employment with an Ohio public agency, providing that such employment has been within ten (10) years from the time of employment with the Ashtabula Area City School District may transfer all unused balance of sick leave. To receive such credit, a bargaining unit member shall present to the Treasurer a certificate from the public agency in Ohio, from which employed. Such certificate shall indicate the number of unused sick leave days accrued by the bargaining unit member at the time of termination of employment from that agency.

E. Absence Due to Illness and/or Injury in the Immediate Family

The definition for illness and/or injury in the bargaining unit member's immediate family shall be: husband, wife, children, father, mother, grandparent, grandchild or any identified

dependent member of the same household and/or other relatives the Superintendent or Superintendent's designee may approve. The Superintendent may request documentation of the injury and/or illness when there is a suspicion of misuse or abuse. The suspicion shall not be arbitrary or capricious.

F. Death in the Immediate Family

1. The definition for death in the bargaining unit member's immediate family shall be: husband, wife, child, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, members of same household, persons standing in the same stead as any of the above, and/or other relatives whom the Superintendent or the Superintendent's designee may approve. A bargaining unit member will be allowed four (4) consecutive workdays with pay for this type of absence. Such absence shall be charged against the bargaining unit member's sick leave.

2. For death of other relatives, the bargaining unit member shall be allowed two (2) consecutive workdays, with pay, with the approval of the Superintendent. Such absence shall be charged against the bargaining unit member's sick leave.

3. The Superintendent may extend the number of days allowed when the circumstances justify additional absence with pay. Such absence shall be charged against the bargaining unit member's sick leave accumulation.

G. Association Leave

1. The Board shall authorize thirty (30) days of Association Leave with pay per year for use at the discretion of the Association President in order to conduct Association business. Such leaves shall be granted, upon written application, made no less than five (5) school days in advance to the Superintendent. The Association President will notify the Superintendent no later than six (6) days in advance of the names of members who are applying for Association Leave.

2. An Association member who is elected to state and national offices of the Association's affiliated organizations and has requested and received approval by the Board, shall be permitted to attend these meetings without loss of pay. A substitute teacher shall be paid by the Board. Other attendance expenses shall be provided by the Association and/or its affiliates.

H. Assault Leave/Physical Injury Caused by Student or Adult

1. If, in the course of employment, a teacher incurs physical injury caused by a student/adult, which is severe enough to preclude the satisfactory performance of regular teaching duties, the teacher shall be granted leave for the period of incapacitation, except that the length of the leave shall be limited to five (5) days unless a doctor certifies that the incapacity will continue beyond such time. This leave shall not be charged against any other type of leave. This paid leave will be capped at ninety (90) working days except in extraordinary circumstances in which the cap can be extended by mutual agreement of the Superintendent and the AATA President.

2. The teacher shall not qualify for leave except upon submission of an application justifying the granting of leave. If medical attention is required, the teacher shall furnish a certificate from the attending physician stating the nature of the disability and its expected duration.

3. Payment of leave shall be at the regular rate of pay (teacher's regular pay plus any extra-duty, supplemental and/or supplementary pay) in effect for such teacher at the time of the incident, or at the rate which the teacher may become eligible in accordance with the Ohio Revised Code, less any compensation to which the teacher is entitled under the Workers' Compensation Act of Ohio.

4. A teacher who incurs physical injury in connection with the performance of a professional assignment of the Board shall immediately give verbal notice to the building principal. In extraordinary circumstances where immediate notice is not possible, the teacher must give verbal notice no later than twenty-four (24) hours after the injury has occurred, unless he/she is unable to do so due to the extreme nature of their injury. In addition, the teacher shall file a written report signed by the teacher within two (2) working days of the injury.

5. If court action results, said teacher shall be granted leave of his/her professional duties with no loss of pay for necessary time in court.

6. A teacher temporarily disabled as a result of a physical injury described herein shall be returned to the same position held at the time of the incident, or shall be transferred to the first available teaching position carrying equivalent pay and equivalent professional duties for which the teacher is certificated/licensed, if the teacher so desires.

7. Appropriate data regarding the incident shall be gathered by the Superintendent/designee who shall immediately transmit same to appropriate law enforcement officials.

I. Verbal Threat

1. A case of verbal threat toward a bargaining unit member during the performance of his/her duties shall be reported promptly by the bargaining unit member to the Superintendent or his/her designated representative.

2. Appropriate data shall be gathered by the Superintendent/designee. The Superintendent/ designee, or the bargaining unit member, shall immediately notify the appropriate law enforcement officials, and if authorized by law enforcement, the data shall be made available to the bargaining unit member.

J. Workers Compensation

1. Coverage

   All bargaining unit members covered under this agreement are protected under the State Workers' Compensation Act of Ohio, in cases of injury or death in course of or arising out of their employment.

2. Reporting

An injury incurred while performing assigned responsibilities shall be reported on the appropriate accident report form and submitted to the injured bargaining unit member's supervisor within twenty-four (24) hours after the injury when practicable, and an application shall be filed with the Bureau of Workers' Compensation. The Assistant Superintendent or his/her designee shall assist any bargaining unit member in filing a Worker's Compensation Claim. The bargaining unit member shall have the right to apply for wage reimbursement under Workers' Compensation or use accrued sick leave but may not use both.

3. Fringe Benefits

Hospitalization and life insurance benefits provided by this Agreement not covered by Workers' Compensation will be provided at the Board's expense to the injured bargaining unit member for a period of nine (9) months immediately following the date of an injury which is determined to be disabling and prohibits the bargaining unit member from working. After nine (9) months, continuance of the aforementioned benefits will be at the bargaining unit member's expense.

K. Professional Leave and/or Travel

1. A bargaining unit member who desires to attend a professional meeting must submit his/her request at least two (2) weeks in advance of the meeting.

2. A bargaining unit member must receive approval at each level in the school system's organizational chart before the Superintendent will make a decision. At the request of the bargaining unit member, recommendations made by lower level administrators will be shared with the Superintendent.

3. A bargaining unit member who requests compensation for travel outside the school system must file said request on the form "Ashtabula Area City School's Expense Account."

4. A bargaining unit member shall be paid mileage at the approved mileage rate which will be the rate established by the Internal Revenue Service. It will be the responsibility of both parties to be aware of the IRS rate.

5. A bargaining unit member that requests the Board pay for registration fees, including pre-payment expenses, must receive approval by the Superintendent.

6. Approved travel for professional purposes will include reasonable and approved expenses for meals and lodging. Travel to and from a meeting location will be reimbursed at a distance not to exceed four hundred (400) miles or eight hundred (800) miles in total two-way travel. If more than one (1) bargaining unit member is attending a meeting, it is expected that said bargaining unit members shall travel in a common automobile and, thus, travel reimbursement shall occur only once. Exceptions to the above may be approved by the Superintendent.

7. A bargaining unit member shall file an expense account punctually upon returning from outside travel or at the end of each month for inter-school travel.

L. Military Leave of Absence

Military leave shall be authorized in accordance with the Ohio Revised Code.

M. Sabbatical Leave

The Board agrees that the following extended leave policy shall be in effect:

1. A bargaining unit member who shall have five (5) years of consecutive service may, with the permission of the Board and the Superintendent of Schools, take a leave of absence for not less than one (1) semester or not more than two (2) semesters subject to the following restrictions:

    a. The bargaining unit member shall present for approval by the Superintendent, a plan for professional growth in the field of education. Course work shall be directly related to the bargaining unit member's area of certification/licensure unless the plan's intent will result in an additional area of certification.

    b. At the conclusion of the leave, the bargaining unit member shall provide evidence that the plan was followed by providing official documentation.

    c. Failure to follow the above plan will result in the bargaining unit member having to reimburse to the Board all salary and compensation including the cost of fringe benefits paid to the bargaining unit member during the leave.

2. A bargaining unit member must make application for extended leave prior to April 15 for the subsequent school year.

3. An applicant shall be notified of decision prior to the end of the current school year. (The time limitation set forth in paragraphs 2 and 3 herein may be waived by the Board.)

4. An applicant granted leave shall be paid at the rate of the difference between the substitute's pay and the bargaining unit member's expected salary.

5. An applicant granted leave shall be relieved of all responsibilities during the term of the leave.

6. An applicant granted leave is required to return to the District at the end of leave for a period of at least one (1) year, unless the bargaining unit member has completed twenty-five (25) years of teaching in the State, or unless the Board has waived the requirements in writing.

7. A bargaining unit member on such leave shall have the option of purchasing from the Board all fringe benefits (i.e., hospitalization, surgical, major medical, vision, dental, and life insurance.)

8. Not more than one percent (1%) of the certified bargaining unit members shall be eligible for leave at the same time.

9. No bargaining unit member may receive leave under this section more often than once for each five (5) years of service, nor be granted a leave a second time when other members of the bargaining unit member have filed a request for such leave.

10. When a bargaining unit member returns from leave, he/she shall be placed on the salary schedule at the level he/she would have been on had he/she remained actively employed in the Ashtabula Area City School District. All benefits to which he/she was entitled at the commencement of the leave, including accumulated sick leave, shall be restored to him/her. He/she shall be assigned to the same position or a position comparable to that held at the time the leave commenced.

N. Other Extended Leaves of Absence

1. Association Service

   The Board agrees that up to three (3) bargaining unit members designated by the Association, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in Association (local, state, and national) activities.

2. Teaching Service Outside of AACS

   a. A leave of absence without pay for up to two (2) years will be granted to any bargaining unit member who joins the Peace Corps, VISTA, National Teacher Corps, or who serves as an exchange teacher or an overseas teacher, and who is a participant in any such program.

   b. A bargaining unit member with tenure will be granted a leave of absence, without pay, for up to two (2) years, to teach at an accredited college or university.

   c. A bargaining unit member who applies for leave for teaching outside the United States or for college training will make application at least sixty (60) days prior to the beginning of such requested leave, whenever possible. Contractual or other evidence verifying the bargaining unit member's plan for the period of leave will be submitted with the application to the Superintendent.

   d. If the proposed teaching in another school outside the United States involves an exchange and the use of a teacher from outside the Ashtabula Area City Schools, as a replacement for the bargaining unit member on leave, such replacement will be approved by the Superintendent before the requested leave is granted.

   e. A bargaining unit member will provide supporting evidence to the Superintendent upon completion of the service, which indicates that the plan under which the leave was granted was carried out.

3. Educational Advancement

The Board will grant a leave of absence, without pay, to any bargaining unit member who applies, for a period of not more than two (2) consecutive school years for educational purposes. Section 2.e., above, will apply.

4. Public Office Service

The Board will grant a leave of absence, without pay, to any bargaining unit member to campaign for, or serve in, a public office, or to campaign for a candidate for a public office. Such leave will not exceed the length of the campaign or term in office, whichever is appropriate.

5. Military Service

A bargaining unit member whose spouse is inducted or enlists in the military service will be granted a leave, without pay, for the period of said induction or initial enlistment.

6. Family Illness, Maternity, Paternity, Adoption Leave

A bargaining unit member will be granted a leave of absence, without pay, for up to one (1) year for the purpose of: caring for a sick member of the bargaining unit member's immediate family, maternity leave, paternity leave or adoption of a child, upon that bargaining unit member's request. Additional leave may be granted at the discretion of the Board. If this leave has been designated as FMLA leave either upon request of the bargaining unit member or by designation by the Board, this leave shall run concurrently with FMLA leave.

7. Other

A bargaining unit member may be granted an unpaid leave of absence for other reasons approved by the Board.

8. Leave Rights

a. While on any of these leaves, a bargaining unit member will have the option of purchasing from the Board all insurance premiums (i.e., hospitalization, surgical, major medical, vision, dental, and life insurance.)

b. Not more than a total of two percent (2%) of the bargaining unit will be eligible for leaves 1 through 5 in any given year.

9. Personal Illness Leave

a. A bargaining unit member whose personal illness or other disability extends beyond the period covered by accumulated sick leave and any additional sick leave granted by the Board and upon written request, will be granted a leave of absence for a period of not more than three (3) consecutive years. Leaves will be

granted for a maximum of one (1) year at a time. If the bargaining unit member wishes to extend the leave beyond one (1) school year, it will be necessary to reapply. In order to be eligible for such leave, the bargaining unit member must provide written documentation (i.e., medical report) from the bargaining unit member's physician.

b. A bargaining unit member who exhausts the sick leave days warranted under this Agreement and has obtained personal illness leave shall be entitled to have the Board pay the cost of the premiums for the fringe benefit insurance subject to the following:

(1) A bargaining unit member having five (5) years of continuous service with the Board shall be entitled to thirty (30) days' coverage.

(2) A bargaining unit member having ten (10) years of continuous service with the Board will have sixty (60) days' coverage.

(3) A bargaining unit member having fifteen (15) years or more of continuous service with the Board will have ninety (90) days' coverage.

c. If this leave has been designated as FMLA leave either upon request by the bargaining unit member or by designation by the Board, this leave shall run concurrent with FMLA leave.

10. Family and Medical Leave Act

All eligible bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993 (FMLA or Act) in each school year. School year is defined as July 1st through June 30th. The Board shall grant such leave in accordance with the rules promulgated under the Act. For purposes of determining the 1,250-hour eligibility test as defined in the Act, the Board will determine eligibility based on 1,250 hours of service.

The employee shall make application for FMLA leave on the applicable form. Where the employee has earned or accrued sick leave, or any other paid leave under this Agreement, all such paid leave must be used concurrently with FMLA leave. Any employee utilizing FMLA leave that will exhaust his/her sick leave balance shall have the option of retaining up to five (5) sick leave days for use after the conclusion of said FMLA leave. The election must be made with the FMLA application. The Board shall utilize the most current U.S. Department of Labor forms in the administration of FMLA.

The FMLA link can be found on the District website, Staff tab.

O. Death of Student

Trauma leave will be assessed by the Superintendent on a case by case basis.

P. Notification of Return from Leave

Bargaining unit members on Leave of Absence must notify the Superintendent by April 1 of his/her intention to return to duty. If the bargaining unit member fails to comply, the Leave of Absence shall become a resignation.

Q. Absence Without Leave

In the event an employee is faced with circumstances that require him/her to be absent from work, and the employee has exhausted all appropriate leave days (i.e., sick leave, personal leave, etc.), the employee must make a request for leave of absence from his/her immediate supervisor in advance of the contemplated leave of absence. Such a request must be made within a reasonable time in advance of the contemplated absence, and each request will be considered on a case-by-case basis. The failure to notify the employee's immediate supervisor as provided herein, or being absent without leave, may be grounds for disciplinary action.

ARTICLE XVI. GRIEVANCE PROCEDURE

A. Definitions

1. A Contract Grievance Item is a claim based upon interpretation, meaning, or application of this negotiated Agreement. A grievance in this category may be processed, if necessary, through Level Four.

2. A Grievance Other than a Contract Item is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a bargaining unit member or group of bargaining unit members. A grievance in this category may be processed, if necessary, through Level Three.

3. An aggrieved person is the person(s) making the claim for himself/herself or for the Association and shall be a bargaining unit member.

4. A party in interest is the person(s) making the claim and any person who may be required to take action or against whom action might be taken in order to resolve the claim.

5. An Association Representative shall be defined in the grievance procedure as a member of the Professional Rights and Responsibilities Committee or any person(s) designated by the Association President.

6. Days shall mean days school is in session, except during the summer and school recess when "days" shall mean weekdays.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to a grievance. Both parties agree that the proceedings shall be kept as

informal and confidential as is possible. No reprisal of any kind shall be taken by the Board, the Administration, or any Board employee against anyone because of his/her participation in this grievance procedure.

C. Procedure(s)

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level are a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by written mutual agreement. Any grievance may be withdrawn at any level and all grievance discussion and communication shall remain confidential to the extent permitted by law. A summary of discussion and communication shall remain confidential to the extent permitted by law. A summary of the resolution of grievance(s) except for the names of the parties involved may be shared with the administration and the Association.

2. Any discussion or hearing held shall be a closed session, unless mutually agreed to the contrary.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel record(s) of the participant(s).

4. Failure of the Association to file or appeal the grievance within the specified time limits shall cause the grievance to be resolved with the last response from the administration. Failure of the administration and/or Board to respond within established time limits will cause the grievance to be settled in favor of the grievant.

Level One

Building Principal/Supervisor/Treasurer

Building Principal/Supervisor/Treasurer

1. a. The bargaining unit member shall first discuss the matter with his/her Building Principal, Immediate Supervisor or Treasurer. When requested by the bargaining unit member, a representative of the Professional Rights and Responsibilities Committee of the Association, or other chosen representative of the Association, shall accompany the bargaining unit member in discussion with the administrator. This grievance procedure must be initiated within thirty (30) days from the date the alleged grievance was known or reasonably should have been known.

   b. In the event that the response given at Level One, a., is unsatisfactory, the grievant(s) may file, in writing, a formal grievance using the Discussion Form/(Level One) Form contained in Appendix F. Such filing shall be within ten (10) days of the meeting held at Level One, a. The written grievance shall be filed with the appropriate administrator (Building Principal, Immediate Supervisor or Treasurer) who has the authority to grant the relief sought.

2. Within five (5) school days after receipt of the grievance, the principal, administrator, or Treasurer involved shall answer the grievance in writing and forward copies of the decision to the grievant and Association representative.

Level Two

Superintendent

If after receiving an answer at Level One the aggrieved person remains aggrieved, the Discussion Form/(Level One) Form containing the written Response at Level One shall be forwarded to the Superintendent along with a completed Level 2 Grievance Form contained in Appendix F for a Level Two decision in the matter unless the grievance was filed with the Treasurer. Such request must occur within five (5) school days following the receipt of the answer at Level One. The Superintendent and designee(s) shall meet with the aggrieved person and an Association representative, and an OEA representative within ten (10) school days following the receipt of the written grievance. Within ten (10) school days following the conference hearing, the Superintendent shall forward a copy of the Level Two decision to the grievant.

In the event the grievance was filed with the Treasurer, and if after receiving the Level One response, the grievant remains aggrieved, the grievant has the option of appealing the decision to Level Three or Level Four.

Level Three

Mediation (Optional)

If after receiving the answer at Level Two the bargaining unit member remains aggrieved, the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service and the matter shall only proceed to mediation if the Administration agrees to the mediation. This request shall be made within fifteen (15) working days from the receipt of the answer given at Level 2. The Administration shall notify the Association within ten (10) days from the receipt of the request for mediation whether it agrees or refuses to mediate the matter. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) days from the filing. If the mediation effort is unsuccessful or is not initiated and the bargaining unit member remains aggrieved, the Association may proceed to Level Four.

Level Four

Arbitration

If, after receiving the answer at Level II, mediation is unsuccessful at Level III, or if the Administration does not agree to mediate pursuant to Level III, and the bargaining unit member remains aggrieved, the Association shall notify the Board in writing of its intent to submit the grievance to arbitration. The Association shall submit its demand for arbitration to the American Arbitration Association to provide the parties with a list of nine (9) arbitrators from which an arbitrator can be selected. Each party shall strike those names unacceptable

to them and return the list to AAA. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator. Such written request must be made within fifteen (15) school days following one of the following: (1) the receipt of the decision at Level II if the Association has not requested mediation pursuant to Level III; (2) the receipt of the Administration's refusal to mediate the matter pursuant to Level III; or (3) the conclusion of the mediation pursuant to Level III. The arbitrator shall have the authority to hold hearings and confer with any party deemed advisable in seeking to affect the resolution of the grievance. In these proceedings, the aggrieved shall be represented by the Association. Each party shall have the right to subpoena witnesses. The decision of the arbitrator shall be binding on both parties. The losing party shall pay the expenses of the arbitrator. Each, however, shall be responsible for any additional expenses incurred including fees and expenses of its representatives. If an arbitration is withdrawn, the parties shall divide equally the expenses of the arbitrator.

D. Expedited Arbitration

With agreement of both parties, Expedited Arbitration may be employed under the rules and regulations of the American Arbitration Association.

E. Power of the Arbitrator

1. The arbitrator shall:

    a. Be empowered, except as limited below, after due investigation, to make a decision in case of a claim based upon interpretation, meaning, or application as outlined in Section A (1).

    b. Have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

    c. Have no power to change the Board's officially adopted salary schedule and indexes.

    d. Have no power to decide any question, under this Agreement, which is solely within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management except as conditioned by this Agreement.

2. In the event it is claimed by the administration and/or Board that any matter filed as a grievance is not arbitrable as a contract grievance, as is contemplated by the definition of contract grievance contained in Section A (1) of this Article, such dispute may be pursued to arbitration with the arbitrator having the authority to rule on the issue of arbitrability prior to conducting a hearing on the merits of the dispute.

3. Any decision by an arbitrator, which is outside the scope of the arbitrator's power as outlined by the section, shall be null and void and not binding on any party.

F. Rights of the Grievant and the Association

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance.

2. The Association has the exclusive right to be present for the adjustment of any and all grievances. Any remedy must be with the agreement of the Association.

3. It shall be the exclusive right of the Association to issue forms to grievant.

4. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

5. The Association shall receive copies of all communications in the processing of grievances.

ARTICLE XVII. CONTINUING EDUCATION

The Board, in cooperation with the Association, agrees to make available facilities to any university or college to conduct undergraduate/graduate classes.

A. Local Professional Development Committees

1. The LPDC shall consist of eight (8) members.

2. The LPDC shall have five (5) of its membership identified as classroom teachers with staggered three (3) year terms beginning in 1999-2000.

3. The Association shall select the five (5) bargaining unit member members of the LPDC.

4. The Superintendent shall appoint three (3) administrative members with staggered three (3) year terms to the LPDC beginning in 1999-2000.

5. In the event of a vacancy, the committee member shall be replaced by the responsible appointing authority.

6. The Association, pursuant to its Constitution, shall determine the method(s) of recalling or replacing LPDC bargaining unit members.

7. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.

8. If the LPDC decides to form a Collaborative Professional Development Committee, CPDC, the CPDC shall have an effective starting and ending date of no longer than one (1) school year (August - June).

9. The LPDC shall determine its operational procedure, e.g., structure, quorum, meeting schedule, appeals process, CEU approval, record-keeping procedures, etc.

10. LPDC members shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.

11. If training is available during the workday, committee members shall be given paid released time by the Board of Education to attend.

12. Each LPDC member shall be released without penalty during the regular school day when a meeting is scheduled.

13. Each LPDC member shall be paid a stipend of .001 of BA base per hour for meetings scheduled after the school day or after the regular school year.

B. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated Agreement.

ARTICLE XVIII. ACADEMIC FREEDOM

A bargaining unit member seeks to educate a student in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution, the Bill of Rights, and the laws of the land, and to instill appreciation of the values of individual responsibility. It is recognized that these democratic values can be transmitted in an atmosphere which is free from censorship and artificial restraint upon free inquiry and learning, and in which academic freedom for bargaining unit member and student is encouraged within courses of study using research based curriculum and instruction in compliance with the Ohio State Learning Standards.

ARTICLE XIX. ACKNOWLEDGEMENT OF COMPLETE AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understanding and agreements arrived at by the parties, after the exercise of the right and opportunity, are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations. Furthermore, it is agreed and understood that as a result of these negotiations any item that was altered from the previous contract and affects a contemporaneous understanding (written or oral), the agreed upon language in the Agreement shall prevail.

B. The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of bargaining unit members, or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of bargaining unit member employment on the basis of race, creed, color, religion, national origin, gender, domicile, or marital status.

C. The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE XX. DISTRIBUTION

Electronic copies of this Agreement will be provided to each bargaining unit member via school email. Additionally, an electronic copy of this Agreement will be housed in a secure, non-public area of the district server, accessible by bargaining unit members and Administration. Fifty (50) bound, paper copies shall be given to the Association President.

ARTICLE XXI. CONTRARY TO LAW/SEVERABILITY

This contract supersedes and prevails over all statues of the State of Ohio except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code and/or as specifically provided for in this Agreement. However, should any court of competent jurisdiction or the State Employment Relations Board, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

Negotiations shall reopen within fifteen (15) days on that section found to be null and void. Failure to reach agreement shall cause implementation of Article II(D).

ARTICLE XXII SALARY SCHEDULE

A. Experience Credit

1. A certificated bargaining unit member new to the District may be given, at the discretion of the Board, a maximum of ten (10) years of prior teaching experience provided he/she has the following:

   a. Experience earned in the public schools, and/or
   b. Experience earned in chartered non-public schools located in Ohio.

2. A bargaining unit member shall be credited with all years of active military experience not to exceed five (5) years; military service must be eight (8) continuous months of service to be recognized as a year of authorized experience.

3. A bargaining unit member employed in a regular or substitute position, for at least one hundred-twenty (120) days, shall be credited with one (1) year of experience. The number of hours per day is not to be considered a factor for the one hundred-twenty (120) days requirement. Days must be earned within a regular school year ending June 30.

B. Filing of Earned Credit

The Board shall adjust and horizontally move on the salary schedule, a bargaining unit member's salary when:

1. A bargaining unit member attains additional college credits necessary to move to the next salary training classification, and

2. The bargaining unit member submits a copy of the transcript to the office of the Superintendent not later than fourteen (14) calendar days before the next regularly

scheduled Board meeting in September, with the step increase becoming effective with the first pay in October, or not later than fourteen (14) calendar days before the regularly scheduled Board meeting in January, with the step increase becoming effective with the first pay in February.

C. Definitions of Salary Schedule Columns

N.D.	Teachers with less than Bachelor's degree
B.S.	Bachelor's Degree
B.S. plus 10/ B.S. 150+	Bachelor's Degree and 10 semester hours earned after the award of B.S.; or Bachelor's Degree with a minimum of 150 undergraduate hours at the time of the award of the B.S.
B.S. plus 20	Bachelor's Degree and 20 semester hours earned after the award of B.S.
M.A.	Master's Degree
M.A. plus 10	Master's Degree and 10 semester hours earned after the award of M.A.
M.A. plus 20	Master's Degree and 20 semester hours earned after the award of M.A.
M.A. plus 30	Master's Degree and 30 semester hours earned after the award of M.A.

School Psychologist Salary Index and Schedule

*Note: A Bargaining Unit member employed by the Board as a school psychologist who must have obtained his/her Ohio licensure prior to employment as a school psychologist shall be paid, and shall be placed on the School Psychologist Salary Schedule Columns at M.A. plus 30 level.

D. Severance Pay

1. The Board will pay to a bargaining unit member or his/her beneficiary who is eligible for retirement payments, under the State Teachers' Retirement System, and who is retiring directly from employment in the Ashtabula Area City School District, or dies severance pay based on said bargaining unit member's rate of pay at the time of retirement or death.

   This amount is equal to one-fourth (1/4) of his/her accrued, unused sick leave. Such payment will be made only once to a bargaining unit member. Payment for sick leave, on this basis, will be considered to eliminate all sick leave accrued by the bargaining unit member at that time. Anyone who retires on or after August 1, 2014 will have the number days paid capped at no more than eighty-five (85) days.

2. The retiring bargaining unit member is required to submit to the fiscal office a copy of their first retirement check or first Notification of Direct Deposit from the State Teachers Retirement System.

3. Severance payment will be issued the first certified pay after the fiscal office receives documentation that retirement has officially commenced.

E. Hourly Bargaining Unit Members' Salary and Fringe Benefits

1. A regular hourly bargaining unit member's contract will include a statement of his/her wages and/or rate of pay.

2. A regular hourly bargaining unit member will receive his/her normal hourly rate in case of a school building closure pursuant to Article XIII.C., and in a case when all students in a class or age group are absent, and the regular hourly bargaining unit member is present and prepared to work on scheduled service day.

3. A regular hourly bargaining unit member will be entitled to all leaves of absences granted to any other bargaining unit member under the leave of absence provisions of Article XV.

4. All regular hourly bargaining unit members employed by the Board shall be permitted to purchase, at their own cost, fringe benefits as a part of the group rate attributable to the bargaining unit. All regular hourly bargaining unit members employed full time (at least seven (7) hours daily) shall be eligible for all insurance coverages, subject to the employee contribution amounts indicated in Section I below. All regular hourly bargaining unit members employed for at least four (4) hours per day shall be eligible for all insurance coverages at fifty percent (50%) of the Board's premium cost.

5. Regular hourly bargaining unit member rate of pay is established as follows:

a.	0 - 5 years	.000611 of base
b.	6 - 10 years	.000621 of base
c.	11 - up	.000635 of base

F. Extra Duty Assignment

The attached extra duty assignment index (Appendix B) is based on the school system's base salary in effect in September of any year covered by this Contract. The Association and the Board mutually agree to "hold harmless" the other party from any legal actions which may find this extra-duty salary schedule contrary to Federal law and guidelines.

G. Base Salary

Step 0 - B.S. Degree Salary Classification will be established pursuant to the appropriate appendices as follows:

Effective August 1, 2023 there will be a 2.0% increase to the base salary of all bargaining unit members.

Effective August 1, 2024 there will be a 1% increase to the base salary of all bargaining unit members.

In addition, employees who are members of the bargaining unit and who are employed at the beginning of the 2024-2025 school year shall receive a one-time stipend of $1,000.00 payable as a retention/recruitment bonus.

H. Pay Periods

1. The Board hereby agrees that a member of the bargaining unit shall have the option of twenty-one (21) or twenty-six (26) pay periods for each contract year. Election of pay periods options shall be made by August 1 for current bargaining unit members and by the first pay in September for new bargaining unit members. The selection of a twenty-one (21) pay period by a member of the bargaining unit does not, in any way, qualify a member of the bargaining unit to draw unemployment compensation during the summer months. This pay procedure will remain in effect until changed by the bargaining unit member.

2. The selection of twenty-one (21) or twenty-six (26) pay periods by a bargaining unit member shall not prevent a bargaining unit member who has been RIFed or non-renewed and who does not have reasonable assurance of a same or similar position for the next academic term from collecting unemployment compensation.

3. All bargaining unit members shall receive their paychecks via direct deposit. Teachers may designate up to three (3) different accounts for disbursements of funds. An employee may make changes to the account(s) for deposit up to the Friday prior to each payday. When a payday falls on a legal holiday, checks will be direct deposited on the last business day prior to the legal holiday.

   Direct deposit slips will be emailed to account(s) designated by the bargaining unit member.

4. A bargaining unit member recommended for a position shall be paid the regular rate for the first day worked in the position pending Board approval. Appropriate benefits shall start with the date of hire. This date will be used for seniority purposes. This situation applies to substitute teachers or regular hourly bargaining unit members recommended for classroom positions covered under Appendix B.1 and B.2.

I. Schedule of Life Insurance and Health Benefits

1. The Board will pay for group term life insurance in the amounts of forty thousand dollars ($40,000) for full-time bargaining unit members and twenty thousand dollars ($20,000) for part-time bargaining unit members, at no cost to eligible members of the Association. In addition, bargaining unit members shall have the option to purchase additional group term life insurance in increments of ten thousand dollars ($10,000) or twenty thousand dollars ($20,000) to a maximum of two-hundred fifty thousand dollars ($250,000), at their own cost, subject to requirements of the carrier. Any increase proposed shall be subject to carrier requirements.

2. The Board agrees to be responsible for and pay all applicable premiums and/or cost for a Comprehensive Major Medical Plan of Benefits covering medically necessary care, when regularly coded, with an annual individual deductible of two hundred fifty dollars ($250.00) and a family annual deductible of five hundred dollars ($500.00). For medical expenses and network hospital and physician services, the plan will provide for a co-payment of ten percent (10%) by the bargaining unit member and ninety percent (90%) by the Board or its intermediary. For non-network hospital or physician services, the plan will provide for a co-payment of twenty percent (20%) by the bargaining unit member and eighty percent (80%) by the Board or its intermediary. In addition to the amounts of the deductible, a bargaining unit member will pay an annual maximum of five hundred dollars ($500) per individual and one thousand dollars ($1,000) per family in co-payments for network and one thousand dollars ($1,000) per individual and two thousand dollars ($2,000) per family for non-network. After reaching the applicable network maximum, the plan will pay one hundred percent (100%) of eligible network medical costs to a negotiated amount.

   a. The negotiated amount is the amount the provider has agreed with the insurance company to accept as payment in full for covered services.

   b. Each bargaining unit member participating in the Board insurance plan will pay the following premium on a monthly basis:

Effective 8/1/2024	$72 single	$110 Employee + 1 Dependent	$138 Family

   Said premiums will be paid on a prorated basis.

   c. The benefits to be provided by the Board shall include the following:

COMPREHENSIVE MAJOR MEDICAL PLAN

Benefit Period	Calendar Year (January 1 – December 31)
Dependent Age Limit	Age 26 for eligible dependents as defined in Appendix H; Removal upon End of Month
Lifetime Maximum	Unlimited
Benefit Period Deductible	$250 Single/$500 Family in network $250 Single/$500 Family out of network
Benefit Period maximum Out-of-Pocket (excludes deductible)	$500 Single/$1,000 Family in network $1,000 Single/$2,000 Family out of network
Maximum Out-of-Pocket (MOOP) Including deductible, co-insurance out-of-pocket maximum and co-pays	$9,450 Single/$18,900 Family (2024 amount)

MOOP is subject to adjustment pursuant to ACA guidelines on an annual basis.

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HOSPITAL SERVICES	NETWORK[1]	NON-NETWORK[1][2]
Semi-Private Room & Board	90% after deductible	80% after deductible
Medical/Surgical	90% after deductible	80% after deductible
Maternity Care	90% after deductible	80% after deductible
Skilled Nursing Facility	90% after deductible	80% after deductible
PHYSICIAN/OFFICE SERVICES		
Office Visits (Illness/Injury)	$20 co-pay per visit, then 100%	$20 co-pay per visit
Specialist Visit	$20 co-pay per visit, then 100%	80% after deductible
Urgent Care Facility	$50 per visit, ded. does not apply	$50 co-pay per visit
Medical/Surgical	90% after deductible	80% after deductible
Immunizations	90% after deductible	80% after deductible
Allergy Testing & Treatment	90% after deductible	80% after deductible
PREVENTIVE SERVICES	**NETWORK**	**NON-NETWORK**
Annual Routine Office Visit/Physician Exam	100%	$20 co-pay per visit
Well Child Care	100%	$20 co-pay per visit
Annual Routine Mammogram	100%	80% after deductible
Pap test, Colonoscopy, PSA test, Pelvic Exam	100%	80% after deductible
Routine Sygmoidoscopy	100%	80% after deductible
All routine Labs, X-rays, and medical tests (including but not limited to PSA and Bone Density tests)	100%	80% after deductible

(1) Services are paid at percentage indicated unless it is a preventive service which includes evidenced-based services that have a "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

(2) Payments to non-contracting providers or non-network PPO providers are based on the non-contracting amounts.

OUTPATIENT SERVICES	NETWORK	NON-NETWORK
Medical/Surgical	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Physical/Occupational Therapy (limited to 40 visits per benefit period)	90% after deductible	80% after deductible
Speech Therapy (limited to 10 visits per benefit Period)	90% after deductible	80% after deductible
Professional Services	90% after deductible	80% after deductible
Emergency Room Visit	$200 co-pay, then 100%	$200 co-pay, then 100%
Chiropractic Therapy (12 visits per year)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
ADDITIONAL SERVICES		
Ambulance	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible
Home Health Care	90% after deductible	80% after deductible
Hospice	90% after deductible	80% after deductible
Organ Transplants	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
MENTAL HEALTH/SUBSTANCE ABUSE		
Inpatient Mental Health/Substance Abuse	90% after deductible	80% after deductible
Outpatient Mental Health	$20 co-pay, then covered at 100%	$20 co-pay
Outpatient Substance Abuse	$20 co-pay, then covered at 100%	$20 co-pay

PRESCRIPTION DRUG PLAN	Co-pay	Day Supply
Over the Counter Drugs as defined by the Affordable Care Act (Retail Only)		
Retail Program		
Immunizations[3]	$0	N/A
Generic co-payment-Tier 1	$3	30
Preferred co-payment-Tier 2	$30	30
Non-Preferred co-payment-Tier 3	30% up to $50	30
Tier 4	Applicable co-pay applies	
Home Delivery Program		
Generic co-payment-Tier 1	$7	90
Preferred co-payment-Tier 2	$50	90
Non-Preferred-Tier 3	50% up to $100	90
Tier 4	Applicable co-pay applies	

Covered:
Diabetic Supplies – includes over the counter items, as well as Insulin, syringes, test tapes, lancets, Glucose monitors and meters and needles If purchased with Insulin, one co-pay. If over the counter items are purchased separately, a separate co-pay will apply to each. Glucowatches are excluded.
Retin-A covered through age 25.
All contraceptives
All smoking cessation (prescription and over the counter).
Injectables

Excluded:
Growth Hormones.
Cosmetic Drugs – anti-wrinkle agents, hair removal & hair growth stimulants.
Infertility Drugs.
Glucagon-like peptide 1 (GLP-1) agonist drugs will not be covered for weight loss purposes.
All weight loss drugs to include drugs prescribe off-label for weight loss will not be covered.

[3] Coverage includes preventative medications in accordance with Federal Law.

DENTAL PLAN/NETWORK

Benefit Period	Calendar Year
Dependent Age Limit	Age 26 for eligible dependents as defined in Appendix H; Removal upon End of Month
Benefit Period Maximum (per covered person)	$2,000
Benefit Period Deductible	$50 Single/$100 Family
Orthodontic Lifetime Maximum (per eligible dependents up to age 26)	$1,500
PREVENTIVE SERVICES	
Oral Exams (two per benefit period)	100% fee schedule
Bite Wing X-Rays (two sets per benefit period)	100% fee schedule
Prophylaxis (two per benefit period)	100% fee schedule
Fluoride Treatment (one treatment per benefit period limited to dependents up to age 18)	80% fee schedule after deductible
Space Maintainers (limited to eligible dependents up to age 19)	80% fee schedule after deductible
Emergency Palliative Treatment (includes Emergency oral exam)	80% fee schedule after deductible
RESTORATIVE SERVICES	
Full Mouth X-Rays (one every 36 months)	80% fee schedule after deductible
Consultation and Other Exams by Specialist	80% fee schedule after deductible
Diagnostic X-Rays	80% fee schedule after deductible
Endocdontics/Pulp Services	80% fee schedule after deductible
Periodontal Services	80% fee schedule after deductible
Repairs, Relines & Adjustments of Prosthetics	80% fee schedule after deductible
Simple Extractions	80% fee schedule after deductible
Impactions	80% fee schedule after deductible
Minor Oral Surgery Services	80% fee schedule after deductible
General Anesthesia	80% fee schedule after deductible

COMPLEX SERVICES

Gold Foil Restoration	80% fee schedule after deductible
Inlays, Onlays (one every five years)	80% fee schedule after deductible
Crowns (one every five years)	80% fee schedule after deductible
Bridgework, Pontics & Abutments (one every five years)	80% fee schedule after deductible
Partial and Complete Dentures (one every five years)	80% fee schedule after deductible

ORTHODONTIC SERVICES

Orthodontic Diagnostic Services	60% fee schedule
Minor Treatment for Tooth Guidance	60% fee schedule
Minor Treatment for Harmful Habits	60% fee schedule
Interceptive Orthodontic Treatment	60% fee schedule
Comprehensive Orthodontic Treatment	60% fee schedule

HEARING AID PLAN

Hearing Aid Evaluation Test (one every two years)	90% of reasonable charge
Hearing Aid (one every two years, with a maximum $1,000 benefit every two years)	90% of reasonable charge

WELLNESS PLAN/EMPLOYEE ASSISTANCE PLAN

VISION PLAN

Benefit Period	Calendar Year
Dependent Age Limit	Age 26 for eligible dependents as defined in Appendix H; Removal upon End of Month
Visual Examinations (one per benefit period)	$100 per exam
Frames (one every two years; one per benefit period for dependents age 18 and under)	$150 per frame

PRESCRIPTION LENSES

Single Vision Lenses	$110 per pair
Bifocal Lenses	$135 per pair
Trifocal Lenses	$155 per pair
Lenticular Single Lenses	$160 per pair

CONTACTS (in lieu of lenses)

Medically necessary (one per benefit period)	$150 per pair
Cosmetic (one per benefit period)	$120 per pair

d. The Board will pay for a Long Term Disability plan for bargaining unit members with less than five (5) years of Ohio Retirement Service credit.

e. The Board will pay the administrative fees for a Flexible Spending Account plan for bargaining unit members.

f. The Board has the right to select the vendor(s) to provide the scheduled benefits to members of the Association, and to change the vendor(s) at will. The Board will assure that the benefits scheduled under Section H. are provided by any new vendor(s).

3. The Board agrees to permit any bargaining unit member to exercise his/her options to obtain alternate hospitalization coverage during the term of this Agreement. However, any bargaining unit member exercising this option will be responsible for any extra additional premium cost.

4. A bargaining unit member may change coverage status from single to family, or vice versa, with a change of status. A bargaining unit member who is not enrolled may enroll for coverage during an open enrollment period, and the coverage will begin as soon as permitted by the carrier.

5. a. In the event that spouses are both employed by the Board, family health insurance (i.e., all insurance except life insurance) will be provided to only one (1) of the bargaining unit members. The spouses will elect which spouse will enroll for the family coverage to avoid duplication of coverage.

b. Bargaining unit members (except a spouse employed by the Board as in H. 5. a. above) who elect to not enroll in the health insurance plans offered by the Board, (i.e., hospitalization, dental, vision, and prescription drug) or who cancel their entire Board-paid health insurance coverage, will be entitled to receive a waiver stipend. The waiver stipend will be seven thousand five hundred dollars ($7,500.00) per year for bargaining unit members receiving one hundred percent (100%) Board-paid benefits, or three thousand seven hundred fifty dollars ($3,750.00) per year for bargaining unit members receiving fifty percent (50%) Board-paid benefits. The waiver stipend will be paid on a quarterly basis at the end of each quarter if the bargaining unit member has not been covered by the Board health insurance during that calendar quarter. A bargaining unit member may forfeit this stipend and return to the Board-paid health insurance as is provided in H. 4. of the article.

6. Covered bargaining unit members and their qualified beneficiaries shall be granted full rights established by COBRA for any qualifying event. The cost of the continued group health coverage shall be paid by the bargaining unit member or qualified beneficiary.

J. Payroll Deductions

1. The Board will continue to provide the following payroll deduction options to all members of the bargaining unit including but not limited to:

Health Insurance Premiums

Professional Dues
Board Approved Annuities
United Way
Educators Mutual
Cancer Insurance
Other Payroll Deductions Presently Being Provided
Fund for Children and Public Education Contributions
LPAC Contributions
Youth Education Supporters Committee (Y.E.S.)
Early Learning Center fees (if permitted by law)

Contributions to an employee's Credit Union shall be made via direct deposit. The employee must provide the Board with all appropriate deposit information to accomplish same.

2. Other deduction options will be made available when thirty-five percent (35%) of the bargaining unit participates in said deductions.

3. Payroll deduction of dues:

The employer agrees to deduct from the wages of any employee, 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.

All monies deducted for such purposes shall be transmitted to the Association not more than five (5) days following the collection via electronic transfer to an account designated by the Association. Accompanying each deposit notification will be a complete listing of the names of the members for which a payroll deduction was made.

In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this Contract, the District Treasurer shall deduct all owed and remaining dues from the employee's next check immediately following such notification.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association President and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

4. Authorization for payroll deductions will be made annually on proper Board approved forms.

5. Payroll deductions for the Credit Association may be changed by a bargaining unit member if forms are received thirty (30) days prior to a payday.

   a. The Board shall provide access to Internal Revenue Code ("IRC") Section 403(b) annuity contract or custodial account providers without limiting the employee's rights to hardship withdrawals, loans and other contractual provisions that are permitted under IRC Section 403(b) contracts, provided that the IRC Section

403(b) providers otherwise comply with the requirements of the Section 403(b) Plan of the School District, including, without limitation, (i) the execution of a Plan Provider Agreement that will, among other things, obligate the provider to comply in operation with the requirements of IRC Section 403(b) and to indemnify the Board for non-compliance with applicable law, and (ii) having at least five employees agree to make salary deferrals to the provider as an initial condition of becoming a Plan Provider. The Section 403(b) Plan of the School District shall permit employees to elect to treat all or part of their contributions to a Section 403(b) annuity contract or custodial account providers as "ROTH" contributions.

b. The Board shall permit employees to elect to defer compensation under a deferred compensation plan which satisfies the provisions of IRC Section 457(b) (the "457 Plan"). The 457 Plan is sponsored by the Ohio Public Employees Deferred Compensation Program that has been established pursuant to Chapter 148 of the Ohio Revised Code.

c. All deductions required to be submitted to an outside vendor or agency shall be transmitted, in the most expeditious fashion available from the vendor, no later than five (5) business days following the payday on which the deduction occurred.

K. State Minimum Increase

In the event the State of Ohio increases the state minimum salary for bargaining unit members above the present Ashtabula Area City Schools' base salary, the Board will increase the Ashtabula Area City Schools' base salary to meet the new standard.

L. Supplemental and Extended-Time Contracts

1. It is mutually agreed between the Ashtabula Area City Schools Board of Education and the Ashtabula Area Teachers Association that all certificated supplemental and extended time contracts are limited contracts which are established on an annual basis. The parties further acknowledge and agree that as supplemental contracts expire by operation of law at the end of their annual term, the Board is not required to provide and employee is not entitled to receive the statutory notice of non-renewal for certificated supplemental contracts. The Board will determine on an annual basis the number of supplemental contracts which will be issued for the next school year. In the event the Board decides to offer a supplemental contract to the employee who held a supplemental contract during the prior year, the supplemental contract will be awarded to such employee without posting. In the event the Board decides to offer the supplemental contract to someone other than the employee who held the supplemental contract during the prior school year, the supplemental contract position will be posted and filled in accordance with the terms and conditions of this Agreement.

2. It is further understood that non-certificated supplemental contracts will be non-renewed each year.

3. All extended time will be paid on a daily base rate.

4. By mutual agreement between the administrator and employee, anyone with an extended contract could use up to forty percent (40%) of that time within the confines of the school year during non-contractual days.

5. All coaching positions shall be evaluated no more than thirty (30) working days after the completion of the season. Failure to do so shall cause the coach to be reemployed in the same position for the following year.

M. Payment of Salaries for Supplemental Contracts (Coaching and Non-Coaching)

The method of payment for supplemental contracts will be determined at the option of the bargaining unit member. Prior to performing the duties under this contract, the bargaining unit member shall notify the Treasurer's office of one of the following preferred methods of payment.

1. Option 1: Payment in one (1) lump sum at the end of the sport season as defined by the Ohio High School Athletic Association (OHSAA) or at the end of the activity for non-coaching supplemental contracts.

2. Option 2: Three (3) equal payments during the course of the sport season as defined by the OHSAA or during the activity for non-coaching supplemental contracts, with the first third paid one-third (1/3) of the way through the sport season or non-coaching activity; and the second payment two-thirds (2/3) of the way through the sport season or non-coaching activity.

3. The last payment in Option 2 and the lump sum payment in Option 1 shall be paid at the completion of the sport season or non-coaching activity on the next scheduled pay date following verification by the building principal or Athletic Director that all job duties and requirements of the position have been completed and that all supplies and equipment associated with the position are properly accounted for and/or returned to the Building Principal or Athletic Director.

4. Any bargaining unit member awarded a supplemental contract after the start of the sport season or non-coaching activity shall be paid in a lump sum at the end of the sport season or non-coaching activity.

5. If for any reason a coach is approved by the Administration, and it is later determined that the numbers in that sport do not warrant that specific position the District will follow the procedure herein. First the Administration will meet with the varsity coach of the sport to determine if there is a placement elsewhere on the coaching staff. The Administration shall determine if there is a valid need elsewhere on the staff. The affected coach shall submit a written record of the time worked and events attended and shall be paid in proportion for his/her work completed.

N. Payment and Deferral of Severance Pay

1. The Board will pay to a bargaining unit member who is eligible for retirement payments, under the State Teachers' Retirement System, and who is retiring directly from employment in the Ashtabula Area City School District, or, if he or she dies, to his or

her estate, severance pay based on said bargaining unit member's rate of pay at the time of retirement or death.

This amount is equal to one-fourth (1/4) of his/her accrued, unused sick leave. Such payment will be made only once to a bargaining unit member. Payment for sick leave, on this basis, will be considered to eliminate all sick leave accrued by the bargaining unit member at that time. Anyone who retires on or after August 1, 2014 will have the number days paid capped at no more than eighty-five (85) days.

2. The retiring bargaining unit member is required to submit to the fiscal office a copy of their first retirement check or first Notification of Direct Deposit from the State Teachers Retirement System.

3. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Article XXII or as retirement incentive pay under Article XXIII (collectively referred to herein as "Severance Pay") shall be paid into an annuity contract or custodial account that is designated to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). For purposes of this Agreement, this arrangement referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose retirement effective dates are after the date of this Agreement.

4. The terms of the 403(b) Plan shall include the following:

   a. Participation in a 403(b) Plan shall be mandatory for any teacher actively employed on or after September 1, 2005, who would be entitled to severance pay under Article XXII Section D and/or retirement incentive pay under Article XXIII (if applicable), who is or will be age 55 years or older in the calendar year in which the teacher retires, or, in the case of a retired/rehired teacher, resigns.

   b. If a retiring teacher is a participant in a 403(b) Plan, an employer contribution shall be made on his/her behalf under a 403(b) Plan in an amount equal to the total amount of the Participant's severance pay in accordance with Article XXII Section D and any retirement incentive pay in accordance with Article XXIII.

   c. The required contribution to a 403(b) Plan shall be made within the timeframe described in Article XXII Section D regarding the payment of severance pay and shall be made within the timeframe described in Article XXIII regarding the payment of retirement incentive pay; provided, however, that if the amount payable to the 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year.

   d. A teacher who is a participant in a 403(b) Plan shall complete a 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher

does so, no contribution of severance pay and/or retirement incentive pay shall be made to the 403(b) Plan on behalf of the teacher.

e. If a teacher is entitled to have a contribution paid to a 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan. In the event no beneficiary was designated by the employee, the Severance Pay will be paid to the deceased's estate.

f. The Plan year of the 403(b) Plan shall be the calendar year.

g. After adoption of a 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

5. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in a 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments in accordance with Articles XXII Sect. D and XXIII. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

6. All contributions to a 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the AATA guarantees any tax results associated with a 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

7. In the event a teacher is ineligible to participate in a 403(b) Plan and dies, the Severance Pay shall be paid to the employee's estate.

O. Co-curricular Contracts

The following duties are not considered supplemental or extra duties and are part of the bargaining unit member's primary teaching duties. The duties will be performed by the bargaining unit member assigned to the corresponding activity. The additional duties will be scheduled jointly by the principal and bargaining unit member (s) involved.

Additional compensation will be paid based on a percentage of the District's base salary (Step 0-Column 1) and will be included in the teacher's primary contract and on the same schedule as M. above. The following positions and pay shall be only on the positions included in this provision:

Band Director	9-12	.130
Assistant Band Director(s)	9-12	.090
Assistant Band Director(s)	7-8	.055
Choir Director	9-12	.100
Choir Director	7-8	.045

P. Insurance Committee

Effective October 1 of each year, there shall be formed a joint labor-management committee on insurance. The committee shall be comprised of not more than four (4) members designated by the association and four (4) members designated by the Board of Education. This committee shall have the power to procure Requests for Proposals (RFP) and Requests of Qualifications (RFQ). Additionally, this committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education or its designee shall ensure all data requested by this committee is provided in a timely and efficient manner.

Q. Intervention Related Meeting/IEP/MFE Pay

Each teacher required or requested to attend an intervention related meeting, IEP, or MFE meeting shall be paid period sub pay pursuant to Appendix B of this Contract for each hour or partial hour spent in each meeting that would exceed an eight (8) hour work day as defined in Article XII, Section J, 5 (a).

ARTICLE XXIII. RETIREMENT INCENTIVE PLAN

A. Definition

The Board shall offer a retirement incentive plan (R.I.) to only those bargaining unit members who will have 25 years or more of total service as of August 1, 2024 with at least ten (10) years of continuous employment by the District and who become eligible to retire from the District through the State Teachers Retirement System (STRS). In order to be eligible for this incentive, a bargaining unit member's retirement must be effective at the end of the school year. Bargaining unit members retiring during a school year will not be eligible for this incentive. The R.I. plan is available to eligible bargaining unit members beginning in the school year the member becomes eligible for reduced benefits from STRS, through the end of the school year of the member's eligibility for unreduced benefits from STRS. The plan shall be as follows:

1. Those bargaining unit members who are eligible for the R.I. plan and choose to take advantage of the plan will receive a lump sum payment equal to thirty-five (35%) of the retiree's placement on the salary schedule for the last full school year worked.

2. A bargaining unit member who misses more than forty (40) days of service (for non-medical reasons) during the school year in which the bargaining unit member would first become eligible for the R.I. plan will be disqualified from the R.I. plan.

B. Payments

1. The R.I. payment shall be made the first certified pay in January of the calendar year following the employee's retirement and is subject to all applicable tax payments.

2. The severance payment for unused sick leave for bargaining unit members retiring shall be made the first certified pay in January in the calendar year following the R.I. payment.

1. In the event of the retiree's death prior to receiving the R.I. payment and/or severance pay, the payment shall be made to the retiree's designated beneficiary. If no beneficiary is designated, the payment(s) shall be made to the retiree's estate.

C. Notification

1. Bargaining unit members eligible to retire and who wish to receive the incentive must notify the Superintendent's office of their intent to retire by December 1 of the school year of retirement.

2. Notification documents shall consist of the following:

   a. Letter of Intent to Retire
   b. R.I. Plan form
   c. Copy of top half of last STRS statement depicting years of service credit

ARTICLE XXIV. RETIRING EMPLOYEES' INSURANCE BENEFITS

1. Employees who plan to retire from the Ashtabula Area City Schools District are required to provide the Board with the effective date of their retirement when submitting their written notice of their contemplated retirement.

2. Any bargaining unit member who issues a retirement or resignation letter which would be effective at the end of the current school year in which it is received and which is received by the Administration prior to January 31 of the same school year, shall receive insurance coverage consistent with Article XXII of the Master Agreement through the August 31 of the year the bargaining unit member retires, which premium shall be paid by the Board. Any such bargaining unit member also will be paid the sum of one thousand dollars ($1,000.00) as an early notification retirement incentive. This incentive shall be paid to the bargaining unit member no later than June 30 of the year in which the bargaining unit member retires. Any such retirement/resignation letter must include language indicating that once the letter is received by the Superintendent it is irrevocable.

3. Any bargaining unit member who issues a retirement or resignation letter after January 31 of the same school year in which the employee will retire and who works the last day of the school year in which he/she is retiring shall receive a continuation of their health insurance benefits through July 31 of the year in which they retire, which premium shall be paid by the Board.

ARTICLE XXV. RETURNING RETIREES

Any bargaining unit member who retires under STRS and subsequently is re-employed in the District may be hired at a rate of pay different from his or her academic training level and years of service as specified in the salary index contained in this Agreement. This provision and such salary and individual contract with a member expressly supersedes ORC 3317.13 and all other applicable laws. Health care benefits including medical, dental, vision, prescription drugs, and life insurance will be provided pursuant to Article XXII for those individuals who, because of position

as defined by STRS, are not entitled to primary coverage through STRS. Employed retirees are eligible for only secondary health care coverage through STRS Ohio Medical Mutual Plan if they: 1) are eligible for health care coverage through the Board, including medical and prescription drug coverage, or 2) hold a position for which other similarly situated employees are eligible for health care coverage at the same cost as full-time employees. Individuals able to retain primary coverage through STRS shall be required to retain that coverage but are eligible for life insurance as provided by this contract.

It is understood that retirees are hired on a limited one-year contract which automatically expires, without need for non-renewal notices or due process, at the end of the school year. Retirees will not acquire bargaining unit seniority and do not have recall rights under RIF. Retirees may be evaluated.

Retired members are not eligible to receive a severance payment upon leaving employment with the District.

ARTICLE XXVI - DURATION

This Agreement shall be effective from August 1, 2023 to and including July 31, 2025.

Article XXII Salary Schedule Section G Base Salary and Section I Schedule of Life Insurance and Health Benefits, together with related appendices, in addition to a maximum of three (3) other contract articles for each party, shall be subject to reopening negotiations in the second (2nd) year of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned.

ASHTABULA AREA TEACHERS ASSOCIATION

President

ASHTABULA AREA CITY SCHOOLS BOARD OF EDUCATION

President

Treasurer

APPENDIX A-1

Ashtabula Area City Schools

Ashtabula Teaching Evaluation System Forms

Self-Assessment Summary Tool

Name _____

Date

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	• Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations			
Standard 2: Content	• Knowledge of content • Use of content- specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities			
Standard 3: Assessment	• Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate, and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	• Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs			
Standard 5: Learning Environment	• Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	• Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	• Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
***Goal 1**: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		
***Goal 2** : Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature_____ **Date** _____ **Teacher Signature**_____ **Date** _____

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____ Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*

☐ The Improvement Plan should continue for time specified:

☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date: _____ Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**FOCUS FOR LEARNING (Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

	RESOURCES (Standard 2: Content; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence					

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident . Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The teacher does not provide students with feedback about their learning.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information. The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive occasional or limited feedback about their performance from the teacher.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles. The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles. The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept. By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class. The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. The teacher understands and follows district policies and state and federal regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Informal Observation: General Form

Teacher Name: ____ **Grade(s)/Subject Area(s):** ____ **Date:** ____

Evaluator Name: _____ **Time Walkthrough Begins:** ____ **Time Walkthrough Ends:** ____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Informal Observation: Open-Ended Form

Teacher Name: Grade(s)/Subject Area(s): Date:

Evaluator Name: ____ Time Walkthrough Begins: Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: _____ ☐ Photocopy to Teacher

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
Areas of reinforcement/ refinement:			

Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____ **Evaluator Signature** _____ **Date** _____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

Ashtabula Area City Schools

Performance Improvement Plan for Non-OTES Evaluatee's

Ashtabula Area City Schools
Performance Improvement Plan

Guidelines for P.I.P. Procedures

1. All parties are to remember that this process is first and foremost a collaborative effort to improve classroom instruction for the students of the Ashtabula Area City Schools District.

2. The Performance Improvement Plan must be mutually developed in an atmosphere of collaborative effort to improve instruction.

3. The evaluatee is expected to take a full and active role in the development and execution of this plan.

4. In the event that agreement can not be reached on a plan by the evaluator and evaluate, a request for third party involvement may be made by either party to assist in the development and execution of the plan.

5. Communication between the evaluator and evaluate should be frequent, professional, and constructive.

6. Professional development resources, instructional resources and the use of peer instructional models and/or mentors are to be made available to any evaluate involved in a Performance Improvement Plan.

7. Evaluatees are to be given adequate time to affect the change necessary to reach professional status. This means that Performance Improvement Plans may be in place for more than one (1) instructional year not to exceed two (2) instructional years. The plan may be modified as often as deemed appropriate or necessary by the evaluator and /or the evaluatee. Should a building transfer be affected, this Performance Improvement Plan shall follow the evaluatee and be modified as necessary in the new setting.

8. Should a disagreement arise over the amount of progress achieved on a plan, again third parties could be requested to facilitate/mediate the process.

9. Evaluation may be performed yearly per request of evaluate and/or evaluator.

Ashtabula Area City Schools
Performance Improvement Plan

Evaluatee:	Date:
Evaluator:	
Additional Plan Participants:	

Indicate by number, letter, and description the observation area(s) to be addressed.
This plan is to be mutually developed by the evaluator and the evaluatee.

Performance improvement objectives:

Planned assistance:

Evaluation criteria:

Target date for the initial plan follow-up:

Evaluatee Date

Evaluator Date

Ashtabula Area City Schools
Performance Improvement Plan
Conference Summary Sheet

Follow-up Conference: Date:

Evaluator's Comments:

Evaluatee's Comments

_____

Evaluator Signature Date

_____

Evaluatee Signature Date

Target date for next follow-up conference:

Follow-up Conference: Date:

Evaluator's Comments:

Evaluatee's Comments

_____

Evaluator Signature Date

_____

Evaluatee Signature Date

Target date for next follow-up conference:

Ashtabula Area City Schools

School Nurse
Observation and Evaluation Form

ASHTABULA AREA CITY SCHOOLS
EVALUATION FOR CERTIFICATED STAFF/SCHOOL NURSE

School Nurse _____ School _____ Observer _____ Date _____

A – Area for Growth P – Proficient D - Distinguished

Performance Area I: Illness and Injury

CRITERIA	A	P	D
1. Assists school personnel, parents, and students to understand and comply with communicable disease control requirements and current health practices.			
2. Participates in the management of illness and injury occurring at school.			
3. Provides training and guidelines to enable school personnel to appropriately care for ill or injured students in the nurse's absence.			

Performance Area II: Health Education and School Environment

CRITERIA	A	P	D
4. Assists in the development of positive health, attitudes and practices through formal and informal instruction.			
5. Promotes a healthy school environment.			
6. Confers with the appropriate persons where specific health or safety issues are identified.			
7. Acts as a resource person to school staff regarding health education, curriculum, activities and materials.			

Performance Area III: Special Needs

CRITERIA	A	P	D
8. Participates in the identification and management of pupils suspected of being abused or neglected.			
9. Provides health information and makes special recommendations related to the health problems of the handicapped or chronically ill student.			
10. Performs skilled nursing procedures as necessary:			
11. Serves as a liaison between the parents and school staff to help meet the students' special health needs.			

Performance Area IV: Interpersonal Relation

CRITERIA	A	P	D
12. Effective interpersonal relationships with students are demonstrated.			
13. Student self-concept is promoted.			
14. Student self-discipline and responsibility is fostered.			
15. Patience, firmness, understanding and sensitivity to the needs of students are demonstrated.			
16. Demonstrates active listening, problem solving, and crisis intervention strategies.			

Performance Area V: Professional Growth and Responsibilities

CRITERIA	A	P	D
17. Understands and complies with school site and district policy and procedures.			
18. Assumes tasks and responsibilities appropriate for a certified school nurse.			
19. Participates in continuing education programs to increase knowledge, update skills and maintain certification.			
20. Works effectively with individuals, public and private agencies and other community groups.			

NARRATIVE COMMENTS:

ADDITIONAL COMMENTS BY NURSE:

_____ No Comments _____ Comments attached on Separate Sheet

Name School Year _____

Date _____ Signed _____ (indicating knowledge of report)

School _____ Evaluation Conference Date _____

Summary Statements

Illness and Injury Interpersonal Relations

Health Education and School Environment

Special Needs

Interpersonal Relations

Professional Growth and Responsibilities

Suggestions for Improvement

_____ _____ _____

Nurse Signature Administrative Signature Date

APPENDIX A-4

Ashtabula Area City Schools
Ashtabula, Ohio
Observation Report-Individual/Small Group Instructor

Name _____ Date _____ Buildings _____

Evaluator _____ Other Participants _____

S = Successful
N = Needs Assistance
N/A = Not Applicable

I.	Instructional Performance Skills	S	N	N/A	Comments/Concerns
A.	Development of Session				
	1. Develops daily instructional objectives.				
	2. Uses materials relative to the lesson objectives.				
	3. Speaks to the level of the student.				
	4. Allows student to develop independent learning strategies.				
	5. Builds and maintains rapport with student.				
	6. Creates interest and motivates.				
B.	Presentation of Session				
	1. Uses a variety of questioning techniques.				
	2. Encourages effective verbal response.				
	3. Establishes eye contact with student.				
	4. Uses positive reinforcement to build self-esteem.				
	5. Varies teaching strategies to meet individual learning styles.				
	6. Uses audio and visual materials.				
	7. Models learning strategies.				
	8. Demonstrates efficient use of time-on task.				

APPENDIX A-4

I.	Instructional Performance Skills (continued)	S	N	N/A	Comments/Concerns
C.	Conclusion to Session				
	1. Summarizes accomplishment of session.				
	2. Discusses follow-up strategies to meet requirements of regular classrooms.				
D.	Planning and Preparation				
	1. Relates plans to IEP goals and objectives.				
	2. Adapts content to fill length of instructional session.				
	3. Writes effective IEPs.				
E.	Student Governance or Control Skills				
	1. Maintains well disciplined session.				
	2. Fosters self-discipline.				
	3. Reacts appropriately to individual issues.				
F.	Management and Organization Skills.				
	1. Keeps accurate records.				
	2. Provides for safety and comfort of student.				
	3. Schedules and holds periodic reviews and conferences at the appropriate time.				

Evaluator's Comments	Evaluatee's Comments:
Evaluator's Signature: _____	Individual/Small Group Instructor's Signature: _____

Signature of evaluatee indicates knowledge of contents to this form.
One copy will be given to the evaluatee. One copy will be placed in the evaluator's folder in his/her building.
Note: No observation report will be sent to another school system, except at the request of the evaluatee.

APPENDIX A-5

Ashtabula Area City Schools
Ashtabula, Ohio
Evaluation Report-Individual/Small Group Instructor

Name _____ Date _____ Buildings _____

Evaluator _____ Other Participants _____

Years Taught in AACS _____ Total Years Taught _____

S = Successful
N = Needs Assistance
N/A = Not Applicable

The purpose of evaluation is to improve the instructional/learning process in the Ashtabula Area City Schools

	Evaluation Factors	S	N	N/A	Comments/Concerns
	1. Teaches effectively: incorporates rapport, style, communication, and knowledge subject for positive teaching/learning environment.				
	2. Supervises students effectively: uses appropriate discipline and provides an atmosphere that is conducive to learning.				
	3. Provides for the safety of students: ensures safe procedures in building and related areas.				
	4. Evaluates student performance: returns tests and other assigned tasks promptly with an evaluation.				
	5. Develops appropriate plans: uses IEP as a basis to develop lessons.				
	6. Performs assigned duties with professional care: performs regular duties assigned by supervisors and administrators.				
	7. Collaborates with faculty members and staff within building and district.				
	8. Adheres to board/building policies and procedures/agreements.				
	9. Demonstrates punctuality and dependability.				
	10. Establishes rapport with parents: keeps parents informed and requests parent assistance when needed.				
	11. Exhibits a positive attitude toward school and community.				

APPENDIX A-5

	Evaluation Factors	S	N	N/A	Comments/Concerns
	12. Keeps records and reports accurate, current, and confidential.				
	13. Demonstrates professional growth: is involved in professional education organizations, serves on committees, and avails himself/herself of continuing education.				

Evaluator's Comments	Evaluatee's Comments:
Evaluator's Signature: _____	Individual/Small Group Instructor's Signature: _____

Signature of evaluatee indicates knowledge of contents to this form.

One copy will be given to the evaluatee.
One copy will be placed in the evaluator's folder in his/her building.
One copy will be placed in the evaluatee's file in the central office.

Note: No observation report will be sent to another school system, except at the request of the evaluatee.

Ashtabula Area City Schools

Psychologist
Pre-Observation, Observation and Evaluation Forms

Ashtabula Area City Schools

PSYCHOLOGIST
PRE-OBSERVATION INSTRUCTIONAL PLAN CONFERENCE

Evaluatee: Date:

1. What do you want the meeting to accomplish?

2. How do you plan to engage each participant in the meeting? What will you do?

3. What difficulties do students typically experience in this area? What suggestions might you offer the team in this area?

4. What materials or other resources, if any, will you use? How might these materials/resources be used by the participants?

5. How do you plan to assess the meeting?

6. How do you plan to use the results of the assessment?

7. How could your personal strengths and weaknesses impact this lesson?

Ashtabula Area City Schools

PSYCHOLOGIST OBSERVATION FORM

Evaluatee: Date: Evaluator:

DOMAIN 1: **Levels of Performance**

PLANNING & PREPARATION: ☐Needs improvement ☐Basic ☐Proficient ☐Distinguished

COMPONENTS

1A Knowledge of school psychology	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* knowledge of individual and small group assessments in a variety of areas * knowledge of federal and state guidelines and standards * knowledge of best practices updates	**COMMENTS**:
1B Knowledge of students	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* characteristics of age group * varied approaches to learning * developmental issues * cultural diversity	**COMMENTS**:
1C School Psychologist's goals	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* connection to CIP * relate to student/family needs * implement current best practices * balance	**COMMENTS**:
1D Knowledge of psychology services/resources	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* awareness of school ,community, district resources * connection to resources for students/families	**COMMENTS**:

Ashtabula Area City Schools

PSYCHOLOGIST
OBSERVATION FORM

Evaluatee: Date: Evaluator:

DOMAIN 2: **Levels of Performance**

COMPONENTS

2A Professional environment of respect & rapport	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* relational interaction with staff * relational interaction with student	**COMMENTS**:
2B Organizational skills	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* keeps appointments w/staff, students/Families * Maintains and shares appropriate information * properly cares for and maintains materials	**COMMENTS**:
2C Attitude	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* maintains a positive attitude toward the total school community * displays empathy toward teacher, students, and family issues	**COMMENTS**:
2D Providing feedback to students/families	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* displays appropriate interactions with students/families * respects and maintains confidentiality	**COMMENTS**:
2E Flexibility and responsiveness	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* responds to student, family, and school needs as identified * addresses needs in a timely fashion	**COMMENTS**:

Ashtabula Area City Schools

PSYCHOLOGIST OBSERVATION FORM

Evaluatee: Date: Evaluator:

DOMAIN 3: **Levels of Performance**

IMPLEMENTATION: ☐Needs improvement ☐Basic ☐Proficient ☐Distinguished

COMPONENTS

3A Participates on IAT	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* consults with team members * provides team assistance regarding intervention strategies and development/implementation of intervention plans * provides follow-up services * contributes to the development of MFE and FBA	**COMMENTS**:
3B Adheres to legal mandates	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* utilizes federal law (IDEA) and guidelines regarding the identification and education of students w/disabilities * utilizes state Operating Standards and/or Policies and Procedures including: procedural safeguards, confidentiality, evaluation, and due process	**COMMENTS**:
3C Administers assessments	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
*selects assessment instruments based on suitability and needs of individual students * gathers data and interprets results in accordance with test regulations and procedures * uses current best practices in the field of assessment * generates accurate and insightful reports in a timely fashion	**COMMENTS**:
3D Contributes to buildings' and districts' CIP	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* assists in student assessments * assists in aggregating and analyzing data * provides consultative services to building staff	**COMMENTS**:

Ashtabula Area City Schools

PSYCHOLOGIST OBSERVATION FORM

Evaluatee: Date: Evaluator:

DOMAIN 4: **Levels of Performance**

PROFESSIONAL RESPONSIBILITY: ☐Needs improvement ☐Basic ☐Proficient ☐Distinguished

COMPONENTS

4A Professional growth	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* participates in professional opportunities * provides professional services to students, families, and staff	**COMMENTS**:
4B Accurate records	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* maintains accurate record related to psychological services * maintains confidentiality of records	**COMMENTS**:
4C Communication	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* maintains communications with parents, staff, agencies, and administrators * generates understandable oral and written reports * engages parents/family in a support program	**COMMENTS**:
4D Contributions to school & district	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* positive colleague relationships * service to school * school and district project/program participation	**COMMENTS**:
4E Professional reflection	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* recognizes personal strengths/weaknesses *Uses information from reflection in future situations	**COMMENTS**:
4F Professionalism	☐Needs improvement ☐Basic ☐Proficient ☐Distinguished
* proactive service to students * advocacy * timeliness	**COMMENTS**:

Ashtabula Area City Schools

PSYCHOLOGIST OBSERVATION FORM

Evaluatee:
Evaluator:

Grade/Subject:
Date:
Building Assignment:

Observation Number: ☐1 ☐2

EVALUATOR - SUMMARY COMMENTS:

EVALUATEE - SUMMARY COMMENTS

Evaluator's Signature Date

Evaluatee's Signature Date

Ashtabula Area City Schools

PSYCHOLOGIST
FINAL EVALUATION FORM

Evaluatee:
Evaluator:

Grade/Subject:
Date:
Building Assignment:

Evaluation Number: ☐ 1 of 1 ☐ 1 of 2 ☐ 2 of 2

DOMAINS	
1. Planning & Preparation	3. Instruction
2. Classroom Environment	4. Professional Responsibility

Please type numbers in the charts below.

DOMAIN 1	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

COMMENTS:

DOMAIN 2	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

COMMENTS:

DOMAIN 3	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

COMMENTS:

DOMAIN 4	Needs Improvement	Basic	Proficient	Distinguished
Date:				
Date:				

COMMENTS:

Evaluator's Signature Date Evaluatee's Signature Date

APPENDIX A-7

Ashtabula Area City Schools
Ashtabula, Ohio
Observation/Evaluation Report-Speech Pathologist

Name _____ Date _____ Buildings _____

Evaluator _____ Other Participants _____

S = Successful
N = Needs Assistance
N/A = Not Applicable

I.	Professional Performance	S	N	N/A	Comments/Concerns
A.	Varies methods and content to suit individual differences/needs				
	14. Uses alternative therapeutic methods. Examples:				
	15. Uses materials relative to the lesson objectives. Examples:				
	16. Uses activities and questions when appropriate that require the student to use varied levels of thinking skills.				
B.	Displays proficiency in area of speech/language pathology				
	1. Follows enrollment/dismissal criteria procedures.				
	2. Provides accurate and current therapy methods.				
	3. Presents therapy session using concepts and language understandable to student.				
	4. Provides opportunities for student feedback.				
	5. Makes referral for medical and/or other professional services when necessary (i.e. hearing, voice).				
C.	Makes effective use of appropriate therapy materials, resources and equipment. Therapy Materials used:				
	1. Uses appropriate materials that relate to the instructional objectives.				
	2. Provides effective introduction, summarizations, and/or discussion.				

I.	Professional Performance (continued)	S	N	N/A	Comments/Concerns
D.	Makes meaningful and reasonable homework assignments when appropriate which are clear, concise, and relevant.				
E.	Makes maximum use of instructional time.				
	1. Attends to routine tasks promptly and efficiently.				
	2. Arranges instructional materials, supplies and equipment to facilitate an efficient, organized lesson.				
	3. Maintains a high level of student "time on task".				
F.	Develops and uses functional individualized education plans.				
	1. Develops and uses well organized and concise IEP goals.				
	2. Establishes treatment priorities through the development and use of appropriate objectives.				
II.	**Professional Qualities**				
A.	Enunciates clearly in a well-modulated voice.				
	1. Maintains appropriate voice control.				
	2. Pronounces words clearly and distinctly.				
	3. Exhibits calmness, poise, and self-assurance in voice.				
B.	Displays effective communication skills.				
	1. Communicates effectively with staff.				
	2. Communicates effectively with parents/families.				
	3. Prepares written reports as required.				
	4. Maintains student records.				
C.	Is fair, consistent and respectful to students.				
	1. Shows concern for students' feelings and viewpoints.				
	2. Interacts with students without sarcasm, ridicule, or intimidating actions.				
	3. Displays an appropriate sense of humor.				

III.	Classroom Environment and Management	S	N	N/A	Comments/Concerns
A.	Encourages appropriate student participation.				
	1. Presents tasks at appropriate level to insure a high rate of success.				
	2. Encourages appropriate student pragmatic interaction, (i.e. social skills, turn-taking, etc.)				
	3. Uses appropriate feedback and reinforcement.				
	4. Recognizes student achievement and/or student participation.				
B.	Provides for safety and comfort of students.				
C.	Maintains appropriate student discipline.				
	1. Establishes a set of rules and procedures that govern appropriate student verbal participation during therapy sessions.				
D.	Maintains proper care/security of school property				
	1. Expects and reminds students to take reasonable care of all school property.				
	2. Organizes and monitors classroom maintenance responsibilities.				
E.	Structures a physical classroom environment conducive to learning.				
	1. Utilizes appropriate seating arrangements.				
	2. Adapts to room constraints (i.e. furniture, arrangement, instruction).				
IV.	**Professional Qualities**				
A.	Interpersonal				
	1. Establishes rapport; conducts self in a professional manner with staff, students, and parents.				
B.	Confidentiality				
	1. Treats information in a confidential manner as/when necessary.				
C.	Professional Growth/Development				
	1. Seeks to pursue opportunities for continuing professional development.				

Evaluator's Comments	Evaluatee's Comments:
Evaluator's Signature: _____	Speech Pathologist's Signature: _____
Signature of evaluatee indicates knowledge of contents to this form. One copy will be given to the evaluatee. One copy will be placed in the evaluator's folder in his/her building. One copy will be placed in the evaluatee's file in the central office. Note: No observation report will be sent to another school system, except at the request of the evaluatee.	

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best overall description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan does not reference Ohio's Learning Standards.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review	**Communication with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement. The teacher does not give students feedback.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (continued)	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments. The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher makes limited use of varied assessments. The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
				achievement for most students.	
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	**Communication and collaboration with families** Element 6.1 Element 6.2	The teacher does not communicate with students and families.	The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development.	The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.	The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Appendix A-9

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area(s) or Concern(s) Observed	Specific Statement of the Concern(s): Area(s) of Improvement

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.
- ☐ The Improvement Plan should continue for time specified: _____.
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support the recommended action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates I have been advised of my performance status; it does not necessarily imply I agree with this evaluation.

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

Appendix A-10

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed ☐Jointly Developed ☐Evaluator
Guided

(Developing) (Accomplished) (Skilled)

Choose the **Domain(s)** aligned to the goal(s).			
☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery		☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies the proper procedures as detailed in the local contract have been followed.

APPENDIX B EXTRA DUTY SCHEDULE
COACHING PAY INDEX

	Experience Levels (Years) 0-2	3-5	6+
Football			
Head Football	.21	.23	.25
Varsity Assistants (4)	.135	.155	.175
Junior Varsity (2)	.12	.14	.16
Freshman Assistants (3*)	.12	.14	.16
Junior High Head Coach (1)	.135	.155	.175
Junior High Assistants (4)	.12	.14	.16
Summer Conditioning	.05	.07	.09
*If no Freshman team, then up to two (2) additional positions may be added to Junior Varsity.			
Volleyball			
Head Volleyball	.18	.20	.22
Varsity Assistant	.10	.12	.14
Junior Varsity	.10	.12	.14
Freshman Assistant	.09	.11	.13
Junior High Assistants (4)	.09	.11	.13
Cross Country			
Head Boys Cross Country	.14	.16	.18
Head Girls Cross Country	.14	.16	.18
Varsity Assistant/JV – Boys	.09	.11	.13
Varsity Assistant/JV – Girls	.09	.11	.13
Junior High Boys	.08	.10	.12
Junior High Girls	.08	.10	.12
Golf			
Head Boys Golf	.14	.16	.18
Head Girls Golf	.14	.16	.18
Varsity Assistant/JV – Boys	.09	.11	.13
Varsity Assistant/JV – Girls	.09	.11	.13
Junior High Assistants – Boys (2)	.08	.10	.12
Junior High Assistants – Girls (2)	.08	.10	.12
Basketball			
Head Boys Basketball	.21	.23	.25
Head Girls Basketball	.21	.23	.25
Varsity Assistant – Boys	.135	.155	.175
Varsity Assistant – Girls	.135	.155	.175
Junior Varsity – Boys	.135	.155	.175
Junior Varsity – Girls	.135	.155	.175

Freshman Assistant – Boys	.12	.14	.16
Freshman Assistant – Girls	.12	.14	.16
Junior High Assistants – Boys (4)	.12	.14	.16
Junior High Assistants – Girls (4)	.12	.14	.16
Wrestling			
Head Wrestling	.19	.21	.23
Varsity Assistant	.10	.12	.14
Junior Varsity	.10	.12	.14
Junior High Assistants (2)	.08	.10	.12
Track			
Head Track	.19	.21	.23
Varsity Assistant/JV (3)	.09	.11	.13
Junior High Assistants (4)	.08	.10	.12
Baseball			
Head Baseball	.14	.16	.18
Varsity Assistant	.09	.11	.13
Junior Varsity	.09	.11	.13
Freshman Assistant	.08	.10	.12
Softball			
Head Softball	.14	.16	.18
Varsity Assistant	.09	.11	.13
Junior Varsity	.09	.11	.13
Freshman Assistant	.08	.10	.12
Tennis			
Head Boys Tennis	.14	.16	.18
Head Girls Tennis	.14	.16	.18
Varsity Assistant/JV – Boys	.09	.11	.13
Varsity Assistant/JV – Girls	.09	.11	.13
Junior High Assistants – Boys (2)	.08	.10	.12
Junior High Assistants – Girls (2)	.08	.10	.12
Cheerleading			
Head Cheerleading	.14	.16	.18
Varsity Assistant/JV	.10	.12	.14
Freshman Assistant	.09	.11	.13
Junior High Assistants (2)	.09	.11	.13
Soccer			
Head Boys Soccer	.14	.16	.18
Head Girls Soccer	.14	.16	.18
Varsity Assistant – Boys	.10	.12	.14
Varsity Assistant – Girls	.10	.12	.14

Freshman Assistant – Boys	.09	.11	.13
Freshman Assistant – Girls	.09	.11	.13
Junior High Assistants – Boys	.09	.11	.13
Junior High Assistants – Girls	.09	.11	.13
Swimming			
Head Swimming	.14	.16	.18
Varsity Assistant/JV	.09	.11	.13
Bowling			
Head Bowling	.12	.14	.16
Varsity Assistant	.08	.10	.12
Event Manager			
Event Manager – LHS/LJHS (2)	.16	.18	.20

1. As of the adoption (August 1, 2021) of this Coaching Pay Index, and for any Coaching position held with the district, all existing coaches will be placed at the highest level of coaching experience he/she has with Ashtabula Area City Schools.
2. If a coach moves to a different position within the same Sport, the Experience Level will be maintained.

EXTRA DUTY SCHEDULE
NON-COACHING

POSITION	INDEX
Dramatics 7-12	
Musical	.050
One-act Play	.025
Payment upon completion per production (maximum two per building per year)	
Band	
Drum Line	.045
Majorettes	.045
Yearbook Advisor	
High School	.085
Junior High	.030
Journalism	
High School (minimum 4 publications)	.035
Junior High (minimum 4 publications)	.025
Media Specialist	.020
Class Advisors	
Freshman (minimum 2 fund raisers)	.015
Sophomore (minimum 2 fund raisers)	.015
Junior (minimum 1 fund raiser and prom)	.040
Co-Senior	.035
Co-Senior	.035
Student Council	
High School	.025
Junior High	.015
Elementary	$200
Model U.N. – Traveling (Competitions outside Ashtabula County)	.08
Model U.N. -- Non-traveling	.025
National Honor Society	
High School	.025
Junior High	.015
Elementary Coaches	
Elementary Male Basketball	$400
Elementary Female Basketball	$400
Elementary Volleyball – Co-ed	$400

Scholastic Bowl Advisor – Traveling
(Competitions Outside Ashtabula County) ..... .08
Scholastic Bowl Advisor – Non-traveling ..... .025
After School Coordinator ..... .000773
After School Monitor ..... .000696
Period Sub $25.00
Split class, maximum per day $75.00
Intervention Specialist Sub Rate (full class coverage) $50.00
Summer School Teachers (hourly) $25.00

Mentoring ..... .0194
Academic Department Specialist ..... .045

Technical Representatives

Huron Primary School $2,000
Ontario Primary School $2,000
Michigan Primary School $2,000
Erie Intermediate $2,000
Superior Intermediate $2,000
Lakeside Junior High (2) $2,000
Lakeside Senior High (2) $2,000

In order to receive the compensation above for performing the duties of a Technical Representative, a bargaining unit member must complete the description activity log/record maintained by the Technology Department describing the technical related work performed by the bargaining unit member.

Online IEP student tutors (2) $20.00/hr
Online IEP writers (2) $2,000/yr

Special Education Case Manager (200 hours per school year) ..... .000635 of base/hr

All other approved clubs (paid at the end of the school year with documentation by principal that club activities and all required paperwork is completed ..... .005

All approved clubs will have a purpose statement and rationale including but not limited to reasons and rationale for the existence of the club.

Index is based on 0 step B.S.

All extra duty positions shall be filled at the option of the administration. No bargaining unit member shall be required to perform supplemental duties if he or she does not receive supplemental compensation.

APPENDIX C-1

SALARY SCHEDULE INDEX

STEP	BS	BS+10	BS+20	MA	MA+10	MA+20	MA+30
0	1.00	1.05	1.10	1.15	1.20	1.25	1.30
1	1.05	1.10	1.15	1.20	1.25	1.30	1.35
2	1.10	1.15	1.20	1.25	1.30	1.35	1.40
3	1.15	1.20	1.25	1.30	1.35	1.40	1.45
4	1.20	1.25	1.30	1.35	1.40	1.45	1.50
5	1.25	1.30	1.35	1.40	1.45	1.50	1.55
6	1.30	1.35	1.40	1.45	1.50	1.55	1.60
7	1.35	1.40	1.45	1.50	1.55	1.60	1.65
8	1.40	1.45	1.50	1.55	1.60	1.65	1.70
9	1.45	1.50	1.55	1.60	1.65	1.70	1.75
10	1.50	1.55	1.60	1.65	1.70	1.75	1.80
11	1.55	1.60	1.65	1.70	1.75	1.80	1.85
12	1.60	1.65	1.70	1.75	1.80	1.85	1.90
13	1.65	1.70	1.75	1.80	1.85	1.90	1.95
16	1.65	1.70	1.80	1.85	1.90	1.95	2.00
19	1.65	1.70	1.85	1.90	1.95	2.00	2.05
20	1.70	1.75	1.85	1.90	1.95	2.00	2.05
22	1.70	1.75	1.90	1.95	2.00	2.05	2.10
25	1.75	1.80	1.95	2.00	2.05	2.10	2.15
28	1.77	1.82	1.97	2.02	2.07	2.12	2.17
30	1.82	1.87	2.02	2.07	2.12	2.17	2.22

APPENDIX C-2
ASHTABULA AREA TEACHERS ASSOCIATION
SALARY SCHEDULE EFFECTIVE AUGUST 1, 2023

STEP	BS	BS+10	BS+20	MA	MA+10	MA+20	MA+30
0	35,214	36,975	38,736	40,495	42,257	44,018	45,779
1	36,975	38,736	40,495	42,257	44,018	45,779	47,539
2	38,736	40,495	42,257	44,018	45,779	47,539	49,300
3	40,495	42,257	44,018	45,779	47,539	49,300	51,060
4	42,257	44,018	45,779	47,539	49,300	51,060	52,822
5	44,018	45,779	47,539	49,300	51,060	52,822	54,582
6	45,779	47,539	49,300	51,060	52,822	54,582	56,343
7	47,539	49,300	51,060	52,822	54,582	56,343	58,103
8	49,300	51,060	52,822	54,582	56,343	58,103	59,864
9	51,060	52,822	54,582	56,343	58,103	59,864	61,624
10	52,822	54,582	56,343	58,103	59,864	61,624	63,385
11	54,582	56,343	58,103	59,864	61,624	63,385	65,146
12	56,343	58,103	59,864	61,624	63,385	65,146	66,907
13	58,103	59,864	61,624	63,385	65,146	66,907	68,667
14	58,103	59,864	61,624	63,385	65,146	66,907	68,667
15	58,103	59,864	61,624	63,385	65,146	66,907	68,667
16	58,103	59,864	63,385	65,146	66,907	68,667	70,428
17	58,103	59,864	63,385	65,146	66,907	68,667	70,428
18	58,103	59,864	63,385	65,146	66,907	68,667	70,428
19	58,103	59,864	65,146	66,907	68,667	70,428	72,189
20	59,864	61,624	65,146	66,907	68,667	70,428	72,189
21	59,864	61,624	65,146	66,907	68,667	70,428	72,189
22	59,864	61,624	66,907	68,667	70,428	72,189	73,950
23	59,864	61,624	66,907	68,667	70,428	72,189	73,950
24	59,864	61,624	66,907	68,667	70,428	72,189	73,950
25	61,624	63,385	68,667	70,428	72,189	73,950	75,710
26	61,624	63,385	68,667	70,428	72,189	73,950	75,710
27	61,624	63,385	68,667	70,428	72,189	73,950	75,710
28	62,329	64,090	69,372	71,133	72,893	74,654	76,414
29	62,329	64,090	69,372	71,133	72,893	74,654	76,414
30	64,089	65,850	71,132	72,893	74,654	76,414	78,175

APPENDIX C-3

ASHTABULA AREA TEACHERS ASSOCIATION

SCHOOL PSYCHOLOGIST SALARY INDEX AND SCHEDULE
EFFECTIVE AUGUST 1, 2023

STEP	MA+30	INDEX	SALARY
0	45,779	1.1	50,357
1	47,539	1.1	52,293
2	49,300	1.1	54,230
3	51,060	1.1	56,166
4	52,822	1.1	58,104
5	54,582	1.1	60,040
6	56,343	1.1	61,977
7	58,103	1.1	63,913
8	59,864	1.1	65,850
9	61,624	1.1	67,786
10	63,385	1.1	69,724
11	65,146	1.1	71,661
12	66,907	1.1	73,598
13	68,667	1.1	75,534
14	68,667	1.1	75,534
15	68,667	1.1	75,534
16	70,428	1.1	77,471
17	70,428	1.1	77,471
18	70,428	1.1	77,471
19	72,189	1.1	79,408
20	72,189	1.1	79,408
21	72,189	1.1	79,408
22	73,950	1.1	81,345
23	73,950	1.1	81,345
24	73,950	1.1	81,345
25	75,710	1.1	83,281
26	75,710	1.1	83,281
27	75,710	1.1	83,281
28	76,414	1.1	84,055
29	76,414	1.1	84,055
30	78,175	1.1	85,993

APPENDIX C-4
ASHTABULA AREA TEACHERS ASSOCIATION
SALARY SCHEDULE EFFECTIVE AUGUST 1, 2024

STEP	N.D.	B.S.	B.S.+10/B.S. 150+	B.S.+20	M.A.	M.A.+10	M.A.+20	M.A.+30
0	30,275	35,566	37,345	39,123	40,900	42,680	44,458	46,237
1	31,500	37,345	39,123	40,900	42,680	44,458	46,237	48,014
2	32,725	39,123	40,900	42,680	44,458	46,237	48,014	49,793
3	33,950	40,900	42,680	44,458	46,237	48,014	49,793	51,571
4	35,175	42,680	44,458	46,237	48,014	49,793	51,571	53,350
5	36,400	44,458	46,237	48,014	49,793	51,571	53,350	55,128
6	36,400	46,237	48,014	49,793	51,571	53,350	55,128	56,906
7	36,400	48,014	49,793	51,571	53,350	55,128	56,906	58,684
8	36,400	49,793	51,571	53,350	55,128	56,906	58,684	60,463
9	36,400	51,571	53,350	55,128	56,906	58,684	60,463	62,240
10	36,400	53,350	55,128	56,906	58,684	60,463	62,240	64,019
11	36,400	55,128	56,906	58,684	60,463	62,240	64,019	65,797
12		56,906	58,684	60,463	62,240	64,019	65,797	67,576
13		58,684	60,463	62,240	64,019	65,797	67,576	69,354
14		58,684	60,463	62,240	64,019	65,797	67,576	69,354
15		58,684	60,463	62,240	64,019	65,797	67,576	69,354
16		58,684	60,463	64,019	65,797	67,576	69,354	71,132
17		58,684	60,463	64,019	65,797	67,576	69,354	71,132
18		58,684	60,463	64,019	65,797	67,576	69,354	71,132
19		58,684	60,463	65,797	67,576	69,354	71,132	72,911
20		60,463	62,240	65,797	67,576	69,354	71,132	72,911
21		60,463	62,240	65,797	67,576	69,354	71,132	72,911
22		60,463	62,240	67,576	69,354	71,132	72,911	74,690
23		60,463	62,240	67,576	69,354	71,132	72,911	74,690
24		60,463	62,240	67,576	69,354	71,132	72,911	74,690
25		62,240	64,019	69,354	71,132	72,911	74,690	76,467
26		62,240	64,019	69,354	71,132	72,911	74,690	76,467
27		62,240	64,019	69,354	71,132	72,911	74,690	76,467
28		62,952	64,731	70,066	71,844	73,622	75,401	77,178
29		62,952	64,731	70,066	71,844	73,622	75,401	77,178
30		64,730	66,509	71,843	73,622	75,401	77,178	78,957

APPENDIX C-5

ASHTABULA AREA TEACHERS ASSOCIATION

SCHOOL PSYCHOLOGIST SALARY INDEX AND SCHEDULE
EFFECTIVE AUGUST 1, 2024

STEP	MA+30	INDEX	SALARY
0	46,237	1.1	50,860
1	48,014	1.1	52,816
2	49,793	1.1	54,772
3	51,571	1.1	56,728
4	53,350	1.1	58,685
5	55,128	1.1	60,641
6	56,906	1.1	62,597
7	58,684	1.1	64,552
8	60,463	1.1	66,509
9	62,240	1.1	68,464
10	64,019	1.1	70,421
11	65,797	1.1	72,377
12	67,576	1.1	74,334
13	69,354	1.1	76,289
14	69,354	1.1	76,289
15	69,354	1.1	76,289
16	71,132	1.1	78,246
17	71,132	1.1	78,246
18	71,132	1.1	78,246
19	72,911	1.1	80,202
20	72,911	1.1	80,202
21	72,911	1.1	80,202
22	74,690	1.1	82,158
23	74,690	1.1	82,158
24	74,690	1.1	82,158
25	76,467	1.1	84,114
26	76,467	1.1	84,114
27	76,467	1.1	84,114
28	77,178	1.1	84,896
29	77,178	1.1	84,896
30	78,957	1.1	86,852

APPENDIX D-1

ASHTABULA AREA CITY SCHOOLS
SICK LEAVE BANK ENROLLMENT

NAME: _____ EMPLOYEE NUMBER: _____

SCHOOL TO WHICH ASSIGNED: _____

_____ I *elect* to participate in the AATA Sick Leave Bank during the _____ school year. I authorize the AACS to transfer two (2) days to the sick leave bank from my accumulated sick leave.

_____ I *do not elect* to participate in the AATA Sick Leave Bank during the _____ school year. I acknowledge that if I desire to join the Sick Leave Bank after September 20, _____ I may elect to join on the first instructional day of any subsequent school year but will not be eligible for benefits from the band until the first instructional day of the next school year.

Employee Signature _____ Date

RETURN THIS FORM TO THE OFFICE OF THE AACS SUPERINTENDENT

APPENDIX D-2

AATA SICK LEAVE BANK REQUEST FORM

Date _____

SECTION A – TO BE COMPLETED BY THE EMPLOYEE

Name:_____ Employee Number:_____

School to which assigned:_____ Position:_____

Home Address:_____

Telephone: Home/Cell_____ Work_____

Home email:_____

Accumulated to date:	**Treasurer's Office Only**
Sick Leave days:	
Personal days:	

- Number of days requested: _____
- Date to start usage: _____
- Date to return to work: _____

Describe the nature of your illness:

_____
_____
_____
_____
_____
_____

Physician's Name: _____
Address: _____
Phone Number: _____

Employee Signature _____

RETURN THIS FORM TO THE OFFICE OF THE AACS SUPERINTENDENT
Submission of this form does not indicate automatic approval

APPENDIX D-3

AATA SICK LEAVE BANK COMMITTEE FORM

SECTION B – TO BE COMPLETED BY THE SICK LEAVE BANK COMMITTEE

Employee's Name _____

Date Request Received _____

Physician's Statement attached

_____ YES

_____ NO

Member's Accumulated Leave (personal and sick) Ends/Ended

First Day of Work Missed for This Illness

_____ Request Granted

_____ Number of Days Granted From the Sick Leave Bank

_____ Request Denied

_____

Signature or AATA Sick Leave Bank Committee Member

APPENDIX D-4

AATA PHYSICIAN'S FORM FOR VERIFYING ILLNESS TO THE SICK LEAVE BANK COMMITTEE

Name:_____ Employee Number:_____

School to which assigned:_____ Position:_____

Home Address:_____

Telephone: Home/Cell:_____ Work:_____

Home email:_____

Physicians report of illness:

_____
_____
_____
_____
_____
_____
_____

_____ Illness/Leave begins

_____ Estimated Date Illness/Leave Ends

Physician's Name: _____
Address: _____
Phone Number: _____

I certify that the employee named above is under my care and will be unable to perform normal duties during this period. Adjustments in these dates may be necessary at a later date.

_____
Physician's Signature (no stamp) and Date

RETURN THIS FORM WITH THE SICK LEAVE BANK REQUEST FORM TO THE OFFICE OF THE AACS SUPERINTENDENT

APPENDIX E

ASHTABULA AREA CITY SCHOOLS

RIP

(Retirement Incentive Plan)

NOTIFICATION FORM

NAME _____

I plan to retire effective _____, which is prior to the beginning of the _____ school year.

I understand the terms of the Retirement Incentive Plan as outlined in Article XXIII of the Master Agreement between the Ashtabula Area Teachers' Association and Ashtabula Area City Schools.

I have attached to this document a copy of the latest statement from STRS depicting service credit to verify that I qualify for the RIP.

In the event of my death prior to receiving the RIP payment and/or the severance payment, I designate _____ as my beneficiary to whom this payment(s) is to be made payable.

Should no beneficiary be designated above, the payment shall be made to the retiree's estate.

Henceforth, this notification must be received in the office of the Superintendent by April 1 of the year of retirement.

_____ _____

Signature Date

APPENDIX F

ASHTABULA AREA CITY SCHOOLS
CERTIFIED EMPLOYEES
DISCUSSION FORM **(Level One)**

Name of Employee _____ Date of Discussion Meeting _____

Department _____

Employee's Concern: _____

_____

_____

_____

All parties must sign below to acknowledge that discussion transpired.

_____ _____
Signature of Level One Supervisor Date *Signature of Employee Date*

_____ _____
Signature of Association Representative Date *Signature of Grievance Chair Date*

Response: _____
(Response due within 5 days)

_____

_____

_____

_____

_____

_____

CERTIFIED EMPLOYEES
GRIEVANCE FORM

(Not to be completed until Level Two of procedure.) Grievance must be stated in clear and concise terms, specifying the alleged violation. Staple any attachments to this sheet.

Section of Contract Agreement allegedly violated _____
(Article) (Section) (Page(s))

Statement of Grievance: _____

_____

_____

_____

Relief Sought: _____

_____

_____

_____ _____
Signature of Grievance Chair Date Signature of Grievant Date

DISPOSITION BY ADMINISTRATOR AND REASONS THEREFOR

DATE OF LEVEL TWO MEETING _____

Disposition: _____

Reason: _____

_____

_____ _____
Signature of Level Two Administrator *Date* *Signature of Grievance Chair* *Date*

DATE OF LEVEL THREE MEETING _____

Disposition: _____

Reason: _____

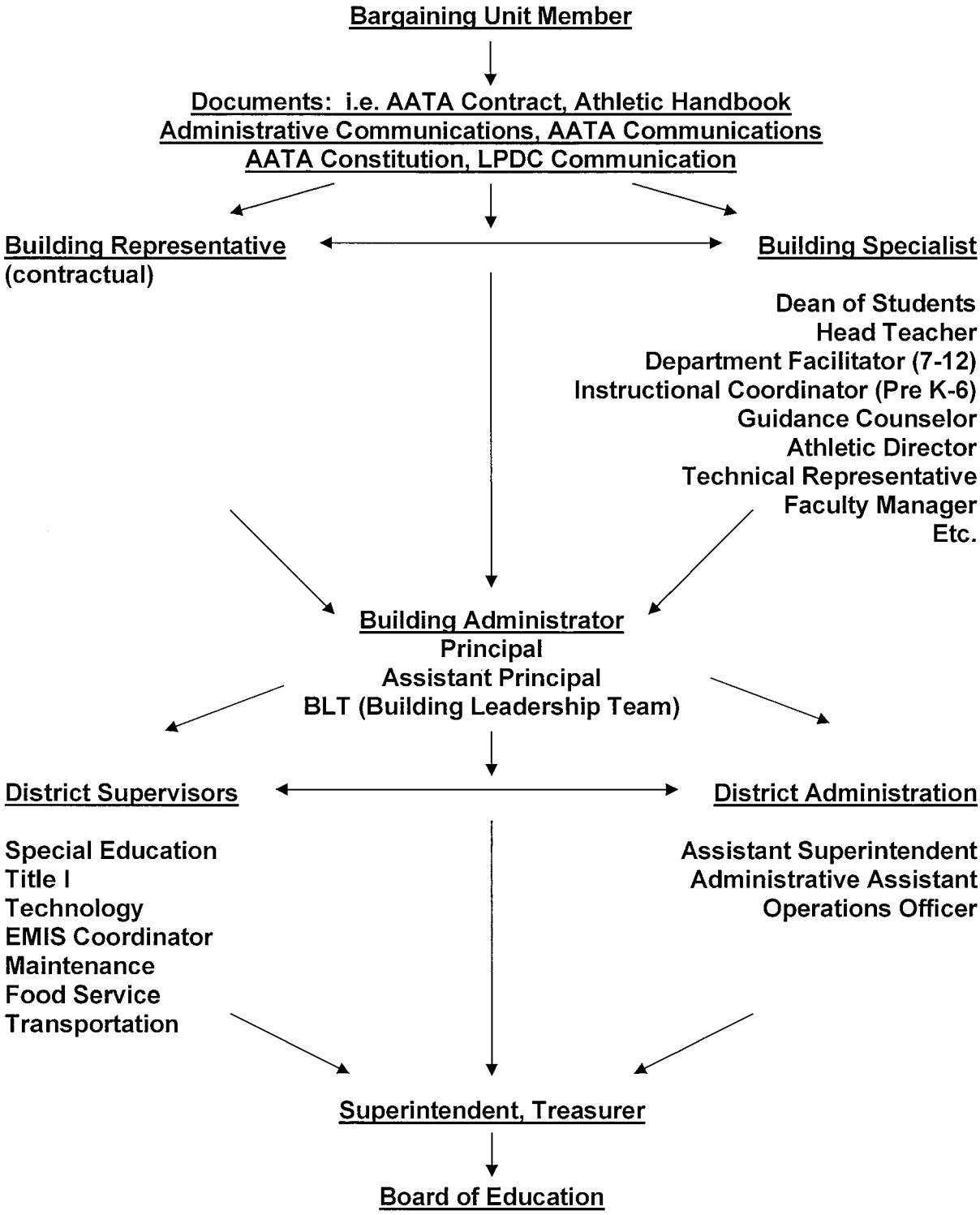
_____

_____

_____ _____
Signature of Level Three Administrator *Date* *Signature of Grievance Chair* *Date*

APPENDIX G

CHAIN OF COMMUNICATION



APPENDIX H

DEFINITION OF ELIGIBLE DEPENDENTS

The Dependent Age Limit for determining eligible child dependents of Bargaining Unit Members in the current Schedule of Benefits is age twenty-six (26) for all Coverages. To be considered eligible for the Coverages, the Bargaining Unit Member's dependent must meet the criteria set forth below

To be an "eligible dependent," the dependent must be either:

- the Card Holder's spouse; or

- the Card Holder or spouse's children, stepchildren, children placed for adoption, legally adopted children, children for whom either the Card Holder or Card Holder's spouse is the Legal Guardian or Custodian or any children who, by court order, must be provided health care coverage by the Card Holder or the Card Holder's spouse. To be considered Eligible Dependents, the child dependent must be a resident of the United States.

Eligibility will continue past the age limit for Eligible Child Dependents who are unmarried and primarily dependent upon the Card Holder for support due to a physical handicap or mental retardation which renders them unable to work. This incapacity must have started before the age limit was reached and must be medically certified by a Physician. The Card Holder must notify the Plan Sponsor of the Eligible Dependent's desire to continue coverage within thirty-one (31) days of reaching the limiting age. After a two (2) year period following the date the Eligible Dependent meets the age limit, the Plan may annually require further proof that the dependence and incapacity continue.

Eligibility for the Coverages for eligible child dependents will terminate at the end of the calendar month of the eligible dependent's twenty-sixth (26th) birthday, unless the dependent meets all of the requirements of the preceding paragraph.

APPENDIX I

NON-USE OF SICK LEAVE STIPEND FORM

Pursuant to Article XV, C.7 of the Agreement between the Ashtabula Area City Schools and Ashtabula Area Teachers Association I believe that I am eligible for Attendance Incentive. I used _____ days of sick leave during the past school year.

NAME _____ EMPLOYEE # _____

This information will be verified by the Payroll Department.

Appendix J

AACS Teacher Candidate Evaluation Form

Candidate: _____ Date: _____

Position to be filled: _____

Interviewed by: _____

Directions: Score candidate for each item using the number most appropriate to the individual. Write the number on the line below each item. Add the numbers for all questions to gain an overall score. Use the total number to rank order candidates.

Candidate Score (1-4 points)	**Criteria Weight**	**Rubric Criteria**	**4 Excellent 100%**	**3 Good 85%**	**2 Fair 75%**	**1 Poor 65%**	Comments
	9.09%	Curriculum/ Standards Knowledge	Candidate has comprehensive curriculum/standards knowledge	Candidate has adequate curriculum/ standards knowledge	Candidate has little curriculum/ standards knowledge	Candidate has very little curriculum/ standards knowledge	
	9.09%	Teaching Reflection/ Experience: Grade or Subject	Candidate can reflect on a wide variety of relevant experiences	Candidate can reflect on a variety of relevant experiences	Candidate can reflect on a small number or relevant experiences	Candidate shows minimal ability to reflect on relevant experiences	
	9.09%	Academic Accomplishments	Candidate has extensive academic accomplishments in the form of primary degree and recognitions	Candidate has adequate academic accomplishments in the form of primary degree and recognitions	Candidate has little academic accomplishments in the form of primary degree and recognitions	Candidate has no academic accomplishments in the form of primary degree an recognitions	
	9.09%	Career Plans	Candidate has detailed plans and is in process of achieving desired goals in education	Candidate has direction of goals in education and a plan to achieve desired goal	Candidate has some ideas of future goals in education, but did not specifically express what the	Candidate demonstrated no long term plans or goals in education	

					goals are		
	9.09%	Classroom Management	Candidate has the necessary skills and knowledge to effectively manage a classroom and can reference specific examples that have been used	Candidate has an understanding of the skills needed to effectively manage a classroom and can reference examples	Candidate has some classroom management experience from student teaching	Candidate has very little classroom management experience	
	5.00%	Professional Dress	Candidate dresses with a high degree of professional presentation	Candidate dresses with reasonable degree of professional presentation	Candidate dresses with minimal degree of professional presentation	Candidate dress is not professional	
	9.09%	Ability to contribute to school/ district	Has a wide range of relevant skills and demonstrates ability to contribute	Has range of skills and ability to contribute	Has some relevant skills and can contribute	Has minimal skills to contribute	
	9.09%	Self-Reflection-Identify Strength and area(s) for Improvement	Candidate has detailed plans and is in process of achieving desired goals for areas of improvement	Candidate has direction of goals in education and a plan to achieve desired goals/areas of improvement	Candidate has some ideas of future goals in education, but did not specifically express the goals/areas of improvement	Candidate demonstrated no long term plans or goals in areas of improvement	
	9.09%	Experiences in Education	Extensive training and experience in educational setting with other cultures and socioeconomics (1 or more)	Limited training and experience in educational setting with other cultures and socioeconomics	Training but no experience	No training and no experience	
	11.00%	Scenario #1: Academic	Description of Scenario #1: Academic at a level of 4	Description of Scenario #1: Academic at a level of 3	Description of Scenario #1: Academic at a level of 2	Description of Scenario #1: Academic at a level of 1	
	11.27%	Scenario #2: Management	Description of Scenario #2: Management at a level of 4	Description of Scenario #2: Management at a level of 3	Description of Scenario #2: Management at a level of 2	Description of Scenario #2: Management at a level of 1	
Total Score:	100.0%						

Appendix K

STUDENT EMERGENCY REMOVAL FORM

ASHTABULA AREA CITY SCHOOLS
ASHTABULA, OHIO

_____ _____
NAME OF STUDENT DATE

This pupil's presence posed a continuing danger to persons or property or an ongoing threat of disrupting the academic process in a curricular/extra-curricular activity under my supervision, and I have ordered the student's removal from the activity for the following specific reason:

_____
_____
_____

Date of pupil removal_____ Time of pupil removal_____

Activity pupil removed from_____

HEARING SCHEDULED: _____ _____ _____
DATE TIME PLACE

STUDENTS REMOVED ARE TO BE SENT TO THE OFFICE. TEACHERS ARE TO NOTIFY THE PARENTS OF STUDENT REMOVED FROM SCHOOL AS SOON AS POSSIBLE.

_____
Signature of Teacher

I have received a copy of this notice of intended suspension from curricular or extracurricular activity.

_____
Signature of Student

PARTICIPANTS IN HEARING: _____
_____

DISPOSITION OF CASE _____
_____

RECEIVED _____DATE _____TIME _____

(Ashtabula Area City School Board Policy in compliance with Ohio Law 3313.66