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NEGOTIATED AGREEMENT

BETWEEN THE

AVON LOCAL BOARD OF EDUCATION

AND THE

AVON TEACHERS' ASSOCIATION

August 1, 2025 - July 31, 2028

LORAIN COUNTY

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ARTICLE 1 – RECOGNITION

1.01 Definition of Bargaining Unit

1.011 Included

The Avon Board of Education recognizes the Avon Teachers' Association (ATA) as the official organization to represent the regular certified/licensed personnel of the Avon Local School District for the purpose of joint consideration of matters of mutual concern. Regular certified/licensed personnel shall consist of those under contract with the Board of Education, either fully or temporarily certified/licensed by the State Department of Education, including School Psychologists and Long-Term Replacement Teachers.

1.012 Excluded

Excluded from this group are those listed on the Administrative Contract Provisions (Superintendent, Assistant Superintendent, Director of Curriculum Development, Director of Student Services, Director of Human Resources, Director of Operations, Director of Innovation and Technology, Associate Treasurer, Principals, Assistant Principals, Athletic Director, Associate Athletic Director, Gifted Coordinator, Ombudsman Director, Student Services Programming Coordinator, Nurses etc.) Casual Substitutes, Aides and all other confidential and management level employees.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

2.01 Traditional Bargaining

2.011 Initiation of Negotiations

Either the ATA or the Board may initiate negotiations by letter of submission to the other party no earlier than January 10 and no later than April 1 in the year the present contract terminates.

2.012 First Meeting

The first session for negotiations must be held within ten (10) days of transmittal of said letter or upon mutual agreement.

2.013 Negotiating Teams

At any negotiating session, either party may be represented by no more than six (6) representatives and one (1) observer.

2.014 Executive Session

All sessions of negotiations will be held in executive session.

2.015 Disagreement

A. Dispute Resolution Procedure

If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached, either party may call for the services of the Federal Mediation and Conciliation Services or the appropriate service, to assist in negotiations.

B. Exclusivity

The Board of Education and Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 ORC.

C. Right to Strike

The Board further agrees that the members of the bargaining unit have the right to strike under Chapter 4117.14 of the Revised Code provided that the employee organization representing the employees has given a ten (10) day prior written notice of an intent to strike to the public employer and to the Board and has complied with state law.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.01 Purpose

The ATA and the Avon Board of Education recognize that in the interest of effective personnel management, a procedure is desirable whereby bargaining unit members can be assured of a prompt, impartial, and fair hearing on their grievance. Such procedures shall be available to all bargaining unit members and no reprisals shall be taken against any bargaining unit member initiating or participating in the grievance procedure.

3.02 Definitions

3.021 Grievance

A. A grievance subject to arbitration is an alleged violation, misinterpretation, or misapplication of the written agreement mutually entered into between the Board and the ATA.

B. A grievance subject to the grievance procedure through the Board level, but not subject to arbitration is a violation, misinterpretation, or misapplication of Board policy, a violation of constitutional rights or the right of fair treatment.

3.022 Grievant

A grievant shall mean the Association, a person or groups of persons alleging that some violation, misinterpretation, or misapplication has occurred. A grievance alleged to be a group grievance shall have arisen out of like circumstances affecting two (2) or more bargaining unit members.

3.023 Days

The term "days" shall mean bargaining member work days.

3.03 General Conditions

3.031 An Association representative shall have the right to be present at all levels of the grievance procedure. No grievance may be settled without approval of the Association.

3.032 No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants, unless so ordered by an arbitrator or a court of competent jurisdiction.

3.033 The Board, Administration, and ATA will cooperate with each other in the investigation of any grievance in supplying records and information.

3.034 All grievances shall be filed at the lowest possible level at which the administrator deciding the grievance has authority to make a decision.

3.035 Hearings held under the procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons including witnesses and representatives to be present, but shall not be held during the regular hours of the employee's day unless otherwise approved by the Superintendent.

3.036 The number of days indicated at each step is considered a maximum unless extended by mutual agreement.

3.037 The fees and expenses of the arbitration shall be shared equally by the Board and the ATA.

3.038 Forms for processing grievances shall be made available through the administrative offices and designated building representatives of the ATA. (See Appendix A)

3.04 Procedure

3.041 Informal Level

A grievant shall first discuss the complaint with the administrator (as determined by section 3.034 in the general conditions) with the objective of resolving the matter informally.

3.042 Level 1

A. A copy of the written grievance shall be submitted to the immediate administrator of the aggrieved party within twenty (20) days of the alleged violation. A copy of said grievance shall be filed with the Superintendent.

B. A meeting shall be mutually agreed upon between the aggrieved party and the administrator within five (5) days of the filing of the grievance. Either the aggrieved party or the administrator may call witnesses to the meeting. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought by the aggrieved. Within five (5) days of this meeting the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance. A copy shall be sent to the Superintendent.

3.043 Level 2

If the aggrieved party is not satisfied with the suggestion received in Level 1, he/she may, within ten (10) days of receipt of said written response, submit his/her written grievance to the Superintendent or designee in the absence of the Superintendent, and request a meeting to discuss the grievance. The meeting shall be within ten (10) days of the request. The meeting shall be conducted in a manner as stated in Level 1. Within ten (10) days of the meeting, the Superintendent or designee in the absence of the Superintendent, shall provide the aggrieved and the Level 1 administrator with a written response stating his position and suggestion for resolution of the grievance.

3.044 Level 3

A. Within fifteen (15) days of receipt of the written response of the Superintendent, the grievant may request that the ATA refer the grievance to arbitration by giving written notice to the president of the ATA. The ATA executive committee shall determine whether the grievance shall be arbitrated.

B. Within ten (10) days of such notice, the ATA shall request assistance from the American Arbitration Association. The arbitrator shall be selected in accordance with the American Arbitration Association's Voluntary Rules. The arbitrator shall hold the necessary hearing promptly and issue in writing his/her decision for resolution of the grievance. The decision shall be issued within the time specified by the Voluntary Rules. Decisions of the arbitrator that are consistent with the Board's and the ATA's legal authority, and pertain exclusively to the provisions of the mutual agreement between the Board and the ATA, shall be binding upon both parties.

ARTICLE 4 – ASSOCIATION RIGHTS

4.01 Association Rights and Responsibilities

Inasmuch as the ATA is recognized as the sole organization representing certified/licensed bargaining unit members, the Board recognizes that in order to effectively represent and communicate with members, certain services are necessary.

4.011 Authority

The Board therefore authorizes the ATA:

A. Use of Facilities

To use the facilities of any building for local Association meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

B. Use of Equipment

To use Board-owned equipment and technology at times which do not interfere with the operation of the school system. Damaged equipment will be repaired or replaced by the ATA.

C. Use of Inter-School Mail

To use the inter-school mail system in the schools' offices to distribute ATA bulletins, newsletters, or other circulars.

D. Use of Bulletin Boards

To use bulletin boards in teacher's lounges or workrooms to disseminate information to members.

E. Use of Telephones

To use telephones in any building to carry out ATA business. Any fees or toll call charges shall be reimbursed to the Board by the ATA. These calls are not to be made at any time that interferes with duties assigned by the Board and Administration.

F. Hold Meetings

To allow representatives to call meetings of ATA members within the building, but not during the contracted work day.

G. School Visitation

To allow the President of the ATA or his/her designated official to visit schools. Upon his/her arrival, he/she shall notify the principal of his/her presence and follow building sign in procedure. Visits that are made to discuss special problems of bargaining unit members must be arranged mutually in advance with the principal. The visits to the schools must not interfere with duties assigned by the Board and Administration. The local Labor Relations Consultant may be the President's designated official to visit schools.

H. In order to meet with the bargaining unit members, the ATA President shall be provided, at one location, a half-hour time slot on the first or second teacher in-service/workday of the school year.

I. ATA Building Representatives shall be provided a half-hour time slot following building meetings on the first teacher day of the school year.

4.012 Board-Provided Materials

The ATA will be provided with:

A. Agendas/Minutes

All board agendas and minutes can be found posted online; Financial reports upon specific request to the Superintendent by the President of the ATA will be provided digitally.

B. Financial Information

Copies of the following forms: appropriations, budget, training and experience grids. Such copies shall be given to the President of the ATA as soon as feasible after such forms are filed with the agency required by law.

C. Other Documents

Upon specific request for a specific item, any other data or documents not prohibited by law and which will assist it in developing intelligent, informed and constructive programs for members, together with other documents not readily accessible and exceeding ten (10) pages shall be available at a cost of ten cents (.10) per page.

D. Board Meeting Representation

A place on the agenda, if requested in writing, of all regular Board meetings used by the ATA to communicate with the Board.

4.02 Release Time for Organizational Needs

The ATA shall compensate the Board at one-half the per diem rate for each substitute required. The released time shall be for one of the following:

4.021 Grievances

The President of the ATA and/or the grievance chairperson, and the grievant shall be given release time for the grievance hearings at each step of the grievance procedure. This time shall include travel time to and from the buildings.

4.022 Arbitration and Court Hearings

All bargaining unit members required to appear at an arbitration or court hearing dealing with school business shall be granted release time for the length of the hearing~~.~~, without loss of pay or leave.

4.03 Individual Rights

4.031 Basic Rights

The Board and Association agree that all members of the instructional staff are entitled to full rights of citizenship, regardless of race, age, color, creed, disability, national origin, religion, marital status, political persuasion, sexual orientation or sex.

4.032 Participation in Organizations

The Board and Association agree that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.

4.033 Constitutional Rights

The Board and Association agree that members of the instructional staff have the right to exercise constitutional rights of political involvement.

4.034 Board Policy

The Board agrees that members of the instructional staff shall abide by Board policies in effect at the time of employment, and as provided in individual instructional staff member's contract.

4.035 Due Process

The Board provides the right of due process to all members of the instructional staff in accordance with Board-adopted policy on grievance procedure on questions of misinterpretation/misapplication of this agreement.

4.04 Academic Freedom

4.041 Philosophy

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation for the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for members and students is encouraged.

4.042 Atmosphere of Freedom

Academic freedom shall be guaranteed to bargaining unit members in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to the study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The bargaining unit members are responsible for exercising his/her judgment in selecting for discussion those relevant issues which he/she may deem to be of value to the maturity and understanding of the students involved.

4.043 Freedom of Expression

In performing their teaching functions, bargaining unit members shall be guaranteed full freedom in expressing their personal opinions on matters clearly relevant to the adopted course of study providing the member makes it understood that it is their personal opinion being expressed.

4.044 Freedom of Instruction

The Board of Education and the ATA recognize the rights and responsibilities of bargaining unit members to instruct their classes and to use materials which best represent and describe the subject area.

4.045 Materials

Many materials may be obtained from sources other than the school library or from purchases by the Board of Education. Bargaining unit members shall be familiar with materials to be used, and should be aware of reviews concerning the material including classroom libraries. The district will provide each bargaining unit member with a list of books that have already been board approved.

4.046 Grading

Consistent with Board of Education policy, each bargaining unit member is responsible for grading students in a professional and equitable manner. Prior to any grade change, all attempts to confer and notify the bargaining unit member of the alleged problem will be made. Except for clerical errors, a change of a student's grade, either in an individual grading period or final course grade, may be made only by the building principal, and only if it is demonstrated that the grade was not given in a professional and equitable manner. Written notice, including the reasons for a grade change, shall be given to the bargaining unit member.

4.05 Cost of Master Agreement

The Master Agreement shall be distributed electronically by the Board to all bargaining unit members Bargaining unit members will be able to print off a copy of the master agreement using district owned printers. Newly-hired bargaining unit members shall be provided access to a digital copy of the master agreement upon employment in the District. The Association agrees to prepare the Negotiated Agreement for distribution.

4.06 Management Rights and Responsibilities

Except as expressly limited herein, the Board shall retain the following rights to:

- Determine matters of inherent managerial policy which include, but are not limited to the areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure.
- Direct, supervise, evaluate, or hire employees.
- Maintain and improve the efficiency and effectiveness of governmental operations.
- Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- Determine the adequacy of the workforce.

- Determine the overall mission of the employer as a unit of government.
- Effectively manage the workforce.
- Take actions to carry out the mission of the public employer as a government unit.

ARTICLE 5 – LEAVE PROVISIONS

5.01 Sick/Bereavement Leave

5.011 Entitlement and Accumulation

A bargaining unit member is granted one and one-quarter (1¼) days of sick leave for each completed month of service, (12 months per year), giving fifteen (15) days per year accumulated to two hundred ninety (290) days. Upon request, a first-year employee shall be advanced five (5) days of sick leave at the start of the school year. Such advance shall apply toward sick leave credit to be earned in that school year.

5.012 Reasons

A bargaining unit member shall be granted sick leave in accordance with 3319.141 ORC.

5.013 Immediate Family

Immediate family shall include: spouse, children, father, mother, grandparents, grandchildren, sister or brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, foster child, or a child for whom the bargaining unit member has been appointed legal guardian or person who has assumed a similar position in relation to the employee.

5.014 Increment Usage

Sick/bereavement leave may be used in one-quarter (1/4) day increments.

5.015 Physician's Certificate

If a bargaining unit member is absent for five (5) or more consecutive work days, the bargaining unit member shall furnish a statement from a medical or mental health professional that the bargaining unit member had a medical or psychological condition that justified using sick leave. When sick leave is requested to care for a member of the bargaining unit member's immediate family and the member is absent for (5) or more consecutive work days, the bargaining unit member shall provide a statement from a medical or mental health professional that the bargaining unit member's immediate family member had a medical or psychological condition that justified using sick leave.

In both instances, the bargaining unit member shall provide the physician statement upon return to work.

5.02 Absence Day Reserve Plan

5.021 Exhaustion of Sick Leave

A bargaining unit member may donate days of his/her accumulated sick leave to any bargaining unit member who has exhausted or will exhaust his/her available paid leaves. Donors may contribute sick leave days only if they have a minimum of thirty (30) days of accumulated sick leave and may only contribute days in excess of those thirty (30) days.

5.022 Eligibility

To be eligible to receive donated days, a bargaining unit member must have a bona fide medical reason and must not be eligible for Worker's Compensation Benefits.

5.023 Donation Initiation

The bargaining unit member seeking to access the Absence Day Reserve Plan shall submit an Absence Day Reserve Plan – Request Form, a link to the form can be found on the district website. The completed form will be submitted to the Treasurer, who will provide a copy of the request form to the ATA President. The ATA President will notify the membership of the request. Those bargaining unit members who wish to donate sick days shall complete an Absence Day Reserve Plan – Donation Form (Appendix E) and shall submit said form to the Treasurer.

5.024 Sick Leave Donation Form

Donated days shall be used in the order they were received.

5.025 Deduction of Days

A. Donated Sick leave shall be posted to the absent bargaining unit member as they are used. Only those days used shall be deducted from the donating member as they are used, per Section 5.024.

B. Additional days of earned sick leave shall be used prior to using any donated sick leave days.

5.026 Unused Days

Notice of unused days as reported on the Absence Day Reserve Plan – Donation Form shall be given to the donating member by the District Treasurer as they are used.

5.027 Maximum Days Allowed

No bargaining unit member may receive more than an aggregate of forty-five (45) donated sick leave days in any one school year. In extenuating circumstances, the ATA and Superintendent/Designee may agree to the donation of additional days.

5.03 Personal Leave

5.031 Entitlement

A. Each bargaining unit member shall be credited with three (3) days of personal leave at the beginning of each school year. Such leave shall not be accumulated.

B. Bargaining unit members may elect each day of personal leave with no reason except "personal" and it shall be approved. These personal days are for personal business that cannot be conducted outside of the school day.

C. Personal leave days may be used in quarter (1/4) day increments or one (1) full day.

5.032 Requests

Bargaining unit members shall submit a request to the Superintendent for personal leave on the prescribed form at least three (3) working days in advance, except in an emergency situation.

5.033 Restrictions

A. Personal leave shall not be approved for any day immediately preceding or following a vacation or holiday, nor during the first five (5) days or last five (5) days of school, but the bargaining unit member shall be able to request, in writing, that the Superintendent/Designee waive this restriction. A written request does not constitute automatic approval.

B. During the month of May, Mondays and Fridays shall be restricted for Bargaining Unit Members per building in the following manner:

- One (1) personal day for 0 – 39 bargaining unit members per building.
- Two (2) personal days for 40 – 78 bargaining unit members per building.

In the event that the limit per building has been met, a bargaining unit member may submit a written request including the reason for the request and asking that the Superintendent/Designee waive this restriction. Although a written request does not constitute automatic approval, the request shall not be arbitrarily denied.

C. Personal leave may not be used for outside gainful employment.

5.034 Conversion to Sick Leave

Unused personal leave days shall be converted at the end of each school year to one of two options: a) to sick leave days, or b) reimbursement at the following rates:

A. The current daily substitute rate + $60.00 for each day.

Bargaining unit members must notify the Treasurer of their choice no later than May 15th on the "Personal Leave Conversion" form. The Treasurer's Office will send out the "Personal Leave Conversion" form in May. Failure to notify the Treasurer in writing by May 15th will result in the Treasurer automatically converting the unused personal days to sick days.

5.04 Professional Meetings

5.041 Upon approval of the Superintendent/Designee, bargaining unit members attending professional activities which will enhance professional skills and qualifications shall be reimbursed at the following rates:

A. Reasonable housing and registration fees will be provided in advance by the district.

B. Per Diem meals: $60.00 or actual cost of the meals, whichever is less. Meal allowance is subject to bargaining unit members staying overnight.

C. Miles: IRS rate in effect on the date of travel

5.042 Mileage

Subject to sub-section 5.043 of this Article, mileage shall be paid for all mandatory meetings outside the District.

5.05 Association Leave

5.051 Paid Leave

The ATA will be granted Association leave for 12 (twelve) days per year, limited to not more than four (4) on any one day.

5.052 Unpaid Leave

Any ATA member who is elected or appointed to the governing body of OEA shall be granted leave without pay to attend meetings of such bodies.

5.053 Substitute Costs

The ATA shall be responsible for the cost of substitute bargaining unit members for all absences as outlined in Sections 5.051 and 5.052 above.

5.06 Parental Leave

Any bargaining unit member actively employed by the Avon Local School District who is pregnant or whose spouse is pregnant or who is adopting a child should adhere to the following procedures prior to and after the birth or adoption of the child:

5.061 Prior to the Birth/Adoption

A. Notification Timelines

Notification shall be made to the Board no later than thirty (30) days prior to the expected due date or the date the bargaining unit member wishes to begin parental leave whichever comes earlier. The notification shall contain the expected date of birth and/or the date the parental leave is to begin. (Accommodation to these procedures can be made in cases of emergency.)

B. Sick Leave Use

Prior to the birth or adoption of a baby, sick leave can be taken any time it is necessary and under any condition listed as appropriate under this Article.

C. FMLA Notification

Leave prior to the birth (paid or unpaid) related to the pregnancy will count toward available family medical leave (maximum of twelve (12) work weeks), and the bargaining unit member will be so notified per the Family Medical Leave Act (FMLA). Group health coverage will be unaffected during the paid sick and/or family medical leave.

5.062 After the Birth/Adoption

A. Eligibility

Immediately following the birth or adoption of the child, the bargaining unit member may take parental leave.

B. Parental Leave

The anticipated recovery period is six (6) consecutive calendar weeks for a natural childbirth. The anticipated recovery period is eight (8) consecutive calendar weeks for a birth by cesarean. The bargaining unit member may use available sick leave for work days during this period.

C. Additional Sick Leave Use

If after six (6) weeks or eight (8) weeks, depending upon the type of birth, the bargaining unit member continues to qualify for paid sick leave under this Article, then the employee may use additional sick leave days.

5.063 Extensions

When the bargaining unit member is no longer eligible for paid sick leave under this Article, the balance of parental leave will be unpaid under the following guidelines:

A. Bargaining unit members of the Avon schools, with a minimum of two (2) full contractual years of service, shall be granted a parental leave without pay upon submitting a written request to the Avon Board of Education. The notification shall include the anticipated date of return.

B. The return to service date shall be at the beginning of the next school year or may be extended for one (1) additional year, if so requested in writing to the Superintendent/Designee by the bargaining unit member no later than February 1st.

C. Shorter durations shall be granted if a mutually agreed upon date can be arrived at between the bargaining unit member and the Superintendent/Designee.

5.064 Family Medical Leave Act (FMLA)

General information regarding FMLA will be available on the District website. Specific questions regarding FMLA should be directed to the Director of Human Resources.

A. All parental leave, paid or unpaid, will count toward the bargaining unit member's family medical leave.

B. During the period of paid sick leave and/or family medical leave, the bargaining unit member will continue to receive all benefits at the level and under the conditions that would have been provided if the bargaining unit member had continued to work.

C. After exhausting family medical leave, the bargaining unit member is responsible for payment of any insurance premiums during the unpaid leave.

5.065 Return To Work

A. A bargaining unit member returning to active employment shall be reinstated to an assignment within his/her area(s) of certification and whenever possible, to the assignment held prior to the approved leave. The final decision of assignment will be by the Superintendent/Designee.

B. The bargaining unit member shall resume the same position on the salary schedule held prior to the leave, unless prior to the leave the employee had completed one hundred and twenty (120) days or more of teaching during the school year in which the parental leave was taken.

5.07 Sabbatical Leave

A bargaining unit member employed by the Board who has completed five (5) years of service with said Board may, with the permission of the Board and Superintendent, be entitled to take a leave of absence with part or no pay for a period up to two (2) semesters subject to the following restrictions:

5.071 Requirements

A. The bargaining unit member shall present to the Superintendent/Designee for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed.

B. The bargaining unit member may be required to return to the District at the end of the 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 of Ohio.

5.072 Limitations

The Board will not grant such a leave unless there is available a satisfactory substitute, nor grant leaves to more than five (5) percent of the professional staff at any one time, nor allow a part of the salary in excess of the difference between the substitute's pay and the bargaining unit member's expected salary, nor grant a leave longer than one (1) school year, nor grant a leave to any bargaining unit member more often than once every five (5) years of service, nor grant for a second time to the same individual when other members of the staff have filed a request for such a leave.

5.08 Assault Leave

5.081 Definition

"Assault" means the causing of or attempt to cause physical harm to a bargaining unit member by any person when such bargaining unit member is acting within the scope of his/her employment.

5.082 Eligibility

A. Pursuant to and in accordance with section 3319.143 of the ORC, assault leave shall be granted to a bargaining unit member who is unable to work and, therefore, is absent from his/her assigned duties because of injury resulting from an assault within the scope of his/her employment. A bargaining unit member may file criminal charges against his or her assailant.

B. Said leave shall not be charged against sick leave earned under section 3319.141 of the ORC. Said bargaining unit member shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a number of days to be determined by the attending physician.

5.083 Procedure for Use

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

A. The incident resulting in the absence of the bargaining unit member must have occurred during the course of employment with the Board while on the Board premises or a Board-approved or sponsored activity/event or in the course of transporting pupils or Board-owned property and/or material(s) to or from said premises, activity or event.

B. Upon notice to the principal or immediate supervisor that an assault upon a bargaining unit member has been committed, a bargaining unit member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the bargaining unit member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate superior.

C. To qualify for assault leave the bargaining unit member shall furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration, if requested by the Superintendent/Designee. The Superintendent/Designee may require a licensed physician's statement justifying the continuation of leave.

D. A bargaining unit member shall not qualify for continuation of assault leave until the assault leave form and any requested physician's statement have been submitted to the Superintendent/Designee. The Superintendent/-Designee may request a one-time second opinion at Board expense.

E. Bargaining unit members shall not be permitted to accrue assault leave.

F. Payment for assault leave shall be at the assaulted bargaining unit member's rate of pay in effect at the time of the assault.

G. Payment under this Article shall constitute the bargaining unit member's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Workers' Compensation) of the ORC.

H. If litigation results in a settlement that includes lost wages, then these wages shall be reimbursed to the Board.

5.09 Jury Duty/Subpoena Leave

When a bargaining unit member has been subpoenaed within the scope of his/her employment or is called to jury duty, the bargaining unit member shall not have those days deducted from any other type of leave. For the purpose of jury duty, a bargaining unit member who serves as a juror shall be granted the leave without loss of pay and shall not be required to remit jury duty pay to the Board.

5.10 Military Leave

Military leave will be granted to bargaining unit members pursuant to Ohio Revised Code and Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. Sections 4301-4333.

5.11 Leave of Absence

5.111 Eligibility

A bargaining unit member may be granted, upon written request and with approval of the Superintendent/Designee, a leave of absence without pay. This leave shall not exceed one (1) contractual year.

A. The return to service date shall be at the beginning of the next school year or may be extended for one (1) additional year, if so requested in writing to the Superintendent/Designee by the bargaining unit member no later than March 1st.

B. Shorter durations shall be granted if a mutually agreed upon date can be arrived at between the bargaining unit member and the Superintendent/Designee.

C. Said leave may be extended up to an additional year at the discretion of the Board of Education.

D. The bargaining unit member shall resume the contract status held prior to the leave, upon returning to service.

E. A bargaining unit member shall be granted a leave of absence for up to two (2) years, as a result of illness.

5.12 Contractual Status of Leave

5.121 Conditions of Leave

A bargaining unit member who has been granted a leave under this contract shall remain under the same contractual length of service during the length of the leave and the existing contract at the time of leave shall be suspended.

5.122 Return from Leave

Upon return from leave, the bargaining unit member shall complete the remaining portion of the suspended contract.

5.123 Limitation

No bargaining unit member while on a leave shall be granted a successor limited contract or a continuing contract.

5.13 Religious Holidays

Employees may be granted a maximum of one (1) day during any one (1) school year for religious holidays for which the teacher's religion discourages the teacher from working on those days. The request shall be made in writing to the Superintendent/designee. Should the teacher's religious holiday fall on a non-work day, this provision shall not apply. The religious holidays provided for herein shall not be deducted from personal or sick leave.

ARTICLE 6 – EMPLOYMENT PROCEDURES

6.01 Salary Schedule Placement

Upon initial employment, bargaining unit members new to the District will be granted one (1) year of service credit for each year of teaching experience, not to exceed ten (10) years, as provided in ORC 3317.13. Furthermore, for each year of substitute credit to be granted, a bargaining unit member shall have substituted for at least one hundred twenty (120) days in one (1) district in one (1) school year pursuant to ORC 3317.13.

6.02 Teaching Contracts

6.021 Procedure for Issue

A. The Board will follow the provisions of the Ohio Revised Code relative to the issuance of regular teaching contracts, except that a bargaining unit member shall be required to sign said contract.

B. The teaching contract will include:

1. Base Pay

2. Term of Contract

6.022 Two-Year Limited Contracts

After five (5) consecutive years of successful teaching service in Avon Schools, a bargaining unit member shall be offered a limited contract of two (2) years duration until such time as said bargaining unit member is eligible for a continuing contract.

6.023 Continuing Contracts

Members who have met the requirements for a continuing contract outlined in Ohio Revised Code 3319.08, shall submit a request to the Superintendent's office applying for a continuing contract by March 1st for the following school year. The decision of whether to grant a continuing contract shall be made solely by the Administration.

6.024 Long-Term Replacement Teacher Contracts

A. Definitions

1. A long-term replacement teacher is a properly certificated/licensed teacher who has been hired to temporarily replace a member of the bargaining unit who is on a long-term leave of absence.

2. Long-term shall be defined as a period of time that shall be at least sixty (60) days in length. However, if a leave of absence will last the length of the school year, a long-term replacement bargaining unit member contract will be issued at the beginning of the school year.

B. Procedure

1. Upon the sixty-first (61st) day, a long-term replacement teacher shall be issued a contract for the length of the leave of absence only and the long-term replacement bargaining unit member's contract will automatically non-renew at the conclusion of the assignment.

2. Upon employment as a long-term replacement teacher, he/she shall become an ATA bargaining unit member subject to all of the provisions and benefits of the Negotiated Agreement, except for those modified herein.

3. Upon employment under a long-term replacement teacher contract, the bargaining unit member will be placed at B-A step 0, pursuant to ORC 3319.10.

4. Long-term replacement teachers do not have to be observed/evaluated as per this Agreement, and/or as pursuant to ORC 3319.11 in order to be non-renewed.

5. All long-term replacement teachers are automatically non renewed at the end of their assignment or at the end of the school year, whichever period of time is shorter. If the teacher returns in the same position the second year, they shall be awarded step movement. Should the Board of Education employ the long-term replacement teacher at any time in the future, as a regular limited or continuing teacher contract, he/she shall be accrued seniority rights, for having served as a long-term replacement teacher as provided under Article 6, Section 6.11, of this Agreement.

C. Exclusions

1. This language shall supersede and take precedence over ORC 3319.11 and 3319.111.

2. Section 6.09 and 6.10 of the Negotiated Agreement, shall not apply to long-term replacement teachers.

6.03 Non-Renewal of Teaching Contract Procedure

6.031 Reasons for Non-Renewal

A. Excluding supplementals, if a building principal intends to recommend to the Superintendent/Designee the non-renewal of a limited teaching contract, the bargaining unit member in question shall be given the reason(s) for such a recommendation.

B. Such reason(s) shall be for performance or just cause.

C. The reason shall be given in writing.

D. The bargaining unit member shall have the right to meet with the building principal to discuss the reasons and to be accompanied by a representative of his/her choice.

6.032 Meeting with Superintendent or Designee

A. The Superintendent/Designee shall discuss the reason(s) for recommendation for non-renewal with the bargaining unit member at least ten (10) working days prior to the official action of the Board of Education not to renew a limited contract.

B. At the meeting where such discussions are held, the bargaining unit member shall have the right to have a representative of his/her choice present.

6.033 Hearing with the Board

A. If after the conference the Superintendent/Designee recommends non renewal, the bargaining unit member shall have the right to request a hearing before the Board of Education. The Board shall grant the bargaining unit member a hearing.

B. The hearing shall be arranged upon the written request of the bargaining unit member and shall take place in executive session at the next scheduled Board meeting.

C. The bargaining unit member involved in such a hearing before the Board shall have the right to have a local representative and an OEA representative at said hearing if he/she so desires.

D. The hearing with the Board of Education shall occur before official Board action is taken on the non-renewal.

6.034 Non-Compliance

Failure to observe the provisions of this Agreement deems such bargaining unit member to be re-employed for the succeeding year.

6.035 Ohio Revised Code Superseded

This section shall take precedence over and supersede the provisions of Section 3319.11 of the Ohio Revised Code except for the dates set forth in that section of the statute as "on or before the first day of June" and "on or before the fifteenth day of June" prevail over any conflicting provision(s) of this Agreement.

6.04 Supplemental Contracts

6.041 Expiration of Contracts

All supplemental contracts held by individuals not employed as regular teacher(s) and all supplemental contracts held by members of the bargaining unit shall automatically expire on the date listed in the contract. If it is the intention of the Board of Education to rehire a bargaining unit member or a non-bargaining unit member in a supplemental position held the previous year, that position shall not be posted unless the individual declines the position.

6.042 New Supplemental Position

The Board and Association shall bargain regarding the salary to be paid to any new supplemental position. The salary shall be comparable to similar supplementals.

6.043 Vacancy and Posting

A. The Board of Education has the right to determine which supplemental positions need to be filled.

B. Supplemental positions not being filled by the bargaining unit member who held that position the previous year shall be posted according to Section 6.092.

C. Virtual Academy and hourly per diem after school academic programs shall be posted annually.

D. Home instruction and English Language Tutors shall not be posted and shall be primarily filled by the needs of the student and every effort shall be made to rotate assignments.

E. The Association President shall be notified of all vacated and newly created supplemental positions, both open and filled.

6.044 Job Descriptions

Staff members who are given limited contracts for the additional duty positions listed in this article and Appendix B will be given the job description for such additional duty position at the time the initial contract is offered.

6.045 Supplemental Salaries

A. Calculation

1. Each year the supplemental salary for bargaining unit members shall be calculated by using the base salary of ATA bargaining unit members that will be in effect as of January 1 of each school year, as per the negotiated agreement.

2. Supplemental salaries will be paid in accordance with the attached schedule. (Appendix B)

3. The Superintendent/Designee reserves the right to determine the years of credit to be awarded for supplemental contract service earned outside the Avon Schools.

B. If a bargaining unit member is rehired into the exact same supplemental position after a period of absence from that position, his/her accumulated years of experience in that supplemental contract position shall be maintained when determining placement on the supplemental salary schedule.

C. Payment Methods

A bargaining unit member with a supplemental contract may have the following options for receiving his/her supplemental pay:

1. Non-Athletic Positions

a. In a split sum paid one-half (½) in the first pay period in December and one-half (½) in the first pay period in June.

b. The member may request, and the Superintendent may adjust, the Non-Athletic split pay schedule when supplemental contract completion falls outside of pay dates set forth in Section 1(a).

c. Alternatively, in equal installments beginning the first pay period after the beginning of the term of supplemental duty and continuing through the remaining pay periods for his/her regular duty salary. This option is only available for full year, non-athletic supplemental contracts that are returned to the treasurer's office by the pay period following issuance.

2. Athletic Positions

a. In two (2) equal payments to be distributed as follows:

- Fall Athletics - first regular pay in October and the first regular pay in November.
- Winter Athletics - first regular pay in January and the first pay in March.
- Spring Athletics - second regular pay in April and the first pay in June.

6.046 Satellite Programs

Be it understood that for supplemental contract purposes, a teacher placed in the Avon School District through a satellite program, (e.g., Career Connections) shall be granted the same base pay as bargaining unit members. Certified/licensed staff working within a satellite program will be afforded all rights granted within the current negotiated agreement.

6.047 Issuance of Contracts

Approved contracts will be emailed by the Treasurer's Department directly to the employee. Employees shall sign and return, if applicable, via email to the treasurer's office by the pay period following the issuance.

The following guidelines will be the process for recommendation and dissemination of supplemental contracts when feasible:

- Fall & Yearlong Supplementals: Recommended supplementals will be on the June Board agenda
- Winter Supplementals: Recommended supplementals will be on the October Board agenda.
- Spring Supplementals: Recommended supplementals will be on the January Board agenda.

6.048 Supplemental Overview

New club advisors not included within the Supplemental Salary Schedule shall be paid, on a time-sheet basis, a rate of .00073 of the B.A. base salary per hour for those duties performed outside the seven and one-half (7-½) hour teacher day. To be eligible for payment, advisors must propose their supplemental position to the building principal and be approved by the supplemental committee, then Superintendent and Board for supplemental pay prior to October 1st of each school year. All scheduled activities must have prior approval of the building principal. The number of hours to be spent by the club advisor for that activity shall be agreed at the beginning of the school year between the advisor and the building principal, but the advisor shall not be compensated for more than twenty (20) hours per school year. The number of hours may be changed by reason of extenuating circumstances during the school year upon agreement of the club advisor and the building principal. In addition:

1. For the club advisor to be eligible for compensation under this Section the club must meet the following guidelines:
    a. Official Mission or Purpose Statement;
    b. Elected officer(s) based on appropriateness of grade lever;
    c. Record minutes of all minutes;
    d. Stated program goals and budget proposal for school year;
    e. Continuous activity throughout the year;
    f. Equivalency of two (2) meetings per month;
    g. Average student participation of ten (10) per school year;
2. After two (2) years of established organization, the advisor shall have the option to complete the Supplemental Proposal Form and submit that form to the Supplemental Review Committee.

6.049 Supplemental Review Committee

A. A Supplemental Review Committee shall be established, to address both athletic and non athletic supplementals. This Committee shall consist of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The functions of this Committee shall include:

a. The addition and deletion of proposed supplemental positions brought to the committee

b The addition and deletion of supplemental positions brought to the committee and the determination of the appropriate salary schedules.

b. Changes in the present supplemental salary schedules

B. The Supplemental Review Committee shall keep a written record of its meetings signed by both a representative of the Association and the Board which shall include, at a minimum; the date of the Committee meeting; a record of the vote on additional/deletion of supplemental positions; and a brief summary of any discussion of supplemental salary schedules.

6.0410 Additional of New Supplemental Positions

A. The advisor shall complete the Supplemental Proposal Form and submit that form to the Supplemental Review Committee by April 30th of the year preceding proposed implementation.

B. Reconsider no more than two proposals that were rejected in previous years.

C.

D. By a majority vote of its members, or by determination of the Superintendent in the event of a 50/50 deadlock, the Committee may add new supplemental positions/personnel so long as the cumulative salaries of these new positions/personnel do not exceed 50% of the base salary in effect at the beginning of the school year. By a majority vote of its members, the Committee may delete a supplemental position/personnel on or before July 1.

6.05 Salary Notices

Statutory requirements will be followed relative to the issuance of salary notices. The per diem rate of pay shall be included in salary notices. Salary notices will be issued in electronic format.

6.06 Additional Education Increments

Coursework for advancement on the salary schedule for education credits must be completed by October 1. The bargaining unit member shall have his/her coursework submitted to the Superintendent's Office/Designee on or before December 1. Payment shall be retroactive to the start of the school year. The Board is not responsible for back pay if the bargaining unit member fails to notify the Superintendent's Office/Designee of additional hours or degrees by the December 1st deadline stated herein.

6.07 Pay Period

The salary of each bargaining unit member will be paid on the 5th and the 20th of each month in twenty-four (24) equal installments. Should the 5th or the 20th fall on the weekend or on a holiday when the banks are closed, the payroll for that pay period will be deposited on the Friday before. Paychecks will be issued in accordance with the calendar given to bargaining unit members on the first teacher work day.

6.071 Automatic Payroll Deposit

All teachers shall be paid via direct deposit. Each bargaining unit member must

complete the "Direct Deposit Authorization Form" and submit it to the Office of the Treasurer. Upon request, a bargaining unit member's direct deposit will be split. Direct Deposit will be deposited into any account at any bank selected by the bargaining unit member. Changes may be made throughout the year by submitting an updated "Direct Deposit Authorization Form."

6.08 Payroll Deductions

6.081 Authorized Deductions

Deduction of dues and/or fees shall be authorized for payroll deduction to the Treasurer, by the bargaining unit member, in writing, for the following:

A. ATA
B. N.E.O.E.A. and Affiliates
C. Ohio Education Association
D. National Education Association
E. Insurance Approved by the Board
F. Annuities (with a minimum of three (3) bargaining unit members)
G. School Employees Lorain County Credit Union
H. United Appeal as Outlined by Superintendent/Treasurer Annually
I. The OEA Fund for Children and Public Education
J. Avon School Educational Endowment Fund
K. U.S. Savings Bonds
L. Local Residence Tax

6.082 Continuous ATA Membership Authorization

When a bargaining unit member's ATA membership continues automatically from year to year, the Treasurer shall honor a single written authorization from that bargaining unit member for payroll deduction of professional dues, unless and until that authorization is revoked by the bargaining unit member, in writing, prior to October 1st, of a given membership year. ATA shall defend, indemnify, and hold the Board, the treasurer, their officers, members, agents, and assignees harmless against any and all claims, demands, suits or other forms of liability, including legal fees or expenses, which may arise out of or by reason of the action taken by the Board, its, officers, members, employees, and/or agents for the purpose of complying with the provisions of this Article.

6.083 ATA Dues Deduction Procedure

A. The ATA shall provide the Treasurer with an alphabetized list of new bargaining unit members by building with signed authorization forms attached.

B. For these new bargaining unit members, payroll deductions for dues in the Association shall be made in ten (10) consecutive pays commencing with the second pay in October.

6.09 Vacancies

6.091 Definition

Vacancy shall be defined as any newly-created, certified/licensed positions and/or any certified/licensed positions being vacated through retirement, resignation, termination, transfer, non-renewal or death.

A. Subject area and grade level changes within each building shall be an internal building process handled by the building administrator in consultation with staff prior to a position being considered vacant.

For purposes of this section, the following grade levels shall be considered a building:

Grades K
Grades 1-2
Grades 3-5
Grades 6-8
Grades 9-12

An email shall be sent to all building staff, as defined above, regarding open building positions.

B. Position Preference forms shall be distributed each January to all teaching staff. These forms are for input only and shall not constitute formal application for vacancies.

6.092 Postings

A. During the school year, all certificated/licensed vacancies, including administrative positions, in the District, shall be posted for three (3) working days through the online application system before the Board fills the position. The posting shall include the grade level and/or subject area and building. The Superintendent/Designee shall also email postings to all bargaining unit members at their school email addresses. Applicants shall apply online through the online application system within three (3) working days from the date of the initial posting of the vacancy on the online application system.

B. During the summer break, notice of vacancies shall be posted through the online application system and sent to all bargaining unit members at their school email addresses. The posting shall include the grade level and/or subject area and building. Bargaining unit members shall have five (5) calendar days from the date of the initial posting of the vacancy on the online application system to apply for posted vacancies. Applicants shall apply online through the online application system.

C. The Association President shall also receive a copy of all postings at his/her email address on file with the Superintendent's office.

D. For any position that becomes vacant after the last pay date in July, bargaining unit members shall have five (5) calendar days from the date of the initial posting of the vacancy on the online application system to apply for the vacant position(s).

E. Certificated/licensed applicants will be considered before temporary certificated/licensed applicants when filling bargaining unit positions.

F. Qualified bargaining unit members shall be given preference for vacant positions.

G. Qualified shall be defined to include, but not be limited to, objective factors such as experience in the grade level and subject area, applicable training and education licensure, personnel file records, references, interview results and other job-related factors.

H. Vacancies shall be filled so far as practicable, within thirty (30) work days from the close of the posting.

I. Vacancies occurring after the school year begins shall be posted and filled in accordance with this Article; however, the bargaining unit member shall not move into the vacancy until the next school year.

6.10 Transfers

All transfers shall be classified as Voluntary or Involuntary. The following procedure shall be followed in each transfer classification.

6.101 Voluntary Transfer (Bargaining Unit Member Initiated)

A. Eligibility

All members of the bargaining unit including those members who have been recommended for involuntary transfers shall have the opportunity to apply for newly-created, certified/licensed positions and/or positions being vacated through retirement, resignation, termination, transfer, non-renewal, or death (vacancy).

B. Posting

Posting of these vacancies shall occur in accordance with Section 6.09.

C. Notification Process

The Association President will be notified of the person awarded the position in a timely fashion after the close of the posting process. That person shall accept or reject within three (3) calendar days. Failure to notify the Superintendent's Office/Designee within three (3) calendar days shall be construed as rejection of the vacant position.

D. Criteria for Assignment

Qualified bargaining unit members shall be given preference for vacant positions. Where qualifications are equal, District seniority shall control. Qualified is defined to include, but not be limited to, subject, applicable training and education, licensure, personnel file records, references, interview results and other job-related factors.

E. Limitations

No position shall be filled from outside the system if there is a certificated/licensed and qualified volunteer available.

6.102 Involuntary Transfer (Administrator Initiated)

A. Limitations

No bargaining unit member shall be unilaterally transferred from one building to another if there is a certificated/licensed and qualified volunteer available and willing to fill the position. After consultation with the teacher, the building principal shall supply the teacher who was involuntarily transferred with the necessary materials and supplies as determined by the building administrator.

B. Criteria for Involuntary Transfer

If no volunteer is available, then the following procedures shall prevail:

1. If involuntary transfers are to be made, transfers will be made on the basis of certification/licensure, qualifications, and years of service with the District. Where certification/licensure and qualifications are equal, those with the fewest years of District service shall be transferred first, unless the needs of the District require otherwise. Reasons for any involuntary transfer shall be provided to the bargaining unit member and these reasons shall not be arbitrary or capricious.

2. Bargaining unit members will not be involuntarily transferred without first having an opportunity for a conference with the Superintendent of Schools, if requested, and being notified in writing at the earliest possible time before the effective date of the transfer.

3. If a bargaining unit member is involuntarily transferred between the end of the previous school year and the start of the following school year, he/she shall be notified as soon as possible.

4. For a period of twenty-four (24) months from the effective date of transfer, a bargaining unit member who has been involuntarily transferred shall be entitled to reinstatement to the previously held position should it become available.

C. Unusual Circumstances - Post July 10

In the event that the newly-vacated position previously held by the transferred bargaining unit member cannot be filled because of unusual circumstances (e.g., shortage of viable candidates), an involuntary transfer may be initiated after July 10th.

D. Application Right Retention

Bargaining unit members who have been involuntarily transferred shall retain the right to apply for open positions as per Section 6.09, Vacancies.

6.103 Seniority Criteria

Bargaining unit members in the active employ of the Board shall not have seniority for bidding purposes over bargaining unit members who are covered by Section 6.11, Reduction-in-Force, of this Agreement.

6.11 Reduction-in-Force

6.111 Reasons for Reduction-in-Force

The Board may reduce the number of bargaining unit positions by suspending contracts (limited, continuing, extended service or supplementals) for one (1) or more of the following reasons:

- financial reasons
- decreased enrollment of pupils
- return to duty of regular bargaining unit members after leaves of absence
- suspension of schools
- territorial changes affecting the District

6.112 Suspension of Teaching Contracts

Reductions can only be made by suspending a bargaining unit member's contract and will be made no earlier than April 1st and no later than June 30th.

No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. For the term of this agreement all evaluations shall be considered comparable. As such, the provisions below shall serve as the procedures followed by the Superintendent and Board when making staff reduction decisions involving the suspension of teaching contracts.

A. Procedures for Reduction

The Superintendent's recommendation for contracts to be suspended shall be made in accordance with the following procedures:

1. Continuing Contract and Seniority Preference

In making such reductions, the Board shall proceed by giving preference on the basis of those who have greater bargaining unit seniority. Bargaining unit members serving under continuing contracts will be given preference, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed under continuing contract bargaining unit members, also in descending order of seniority. An updated District Seniority List will be compiled by the administration and provided to ATA President by November 1st of each school year. If any issues are discovered, the bargaining unit member will communicate the issue(s) to the Superintendent or Designee.

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2. Definition of Seniority

For purposes of this contract, seniority will be defined as the length of continuous service. Continuous service will not be interrupted or affected by authorized leaves of absence. Time spent on layoff up to two (2) years shall not constitute a break in continuous service. Time spent on unpaid leave or on layoff, up to two (2) years, shall be deducted from seniority when computing continuous service.

a. If two (2) or more bargaining unit members have the same length of continuous service, seniority as shown on the District Seniority List will be determined by:

    1. continuing contract (Where two (2) people who have a continuing contract, the person with more total years of teaching service in the District shall have greater seniority.)

    2. total years of service teaching in the District

    3. date of the Board meeting at which hired

    4. total years of public school teaching

    5. date and time application submitted

b. For part-time bargaining unit members, seniority will be pro-rated on the percentage of hours worked during the school year (7.5 hours x 184 days) at the time of the reduction.

3. Seniority by Certification/Licensure

Recommended reductions in a teaching field will be made selecting the lowest person in seniority for that area of certification/licensure who is currently assigned to a position in that teaching field. A bargaining unit member may displace a bargaining unit member who holds the

lowest position in seniority for another area of certification/licensure, providing that the displaced bargaining unit member is certified/licensed for the other position. Any such election must be made within five (5) calendar days of the time of notification.

B. Recall List

The name of bargaining unit members whose contracts are suspended in a reduction-in-force will be placed on a recall list for up to twenty four (24) months from the date of the reduction. (The beginning of the new school year). Bargaining unit members on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are bargaining unit members on the recall list who are certified/licensed for the vacancy.

2. Bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certified/licensed.

3. Notice of recall will be given by telegram or registered mail to the last address given to the Board by a bargaining unit member. A copy of the notice of recall will be given to the ATA. If a bargaining unit member fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address.

4. A bargaining unit member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

   a. waives his/her recall rights in writing;

   b. resigns;

   c. fails to accept recall to the position he/she held immediately prior to layoff or to a substantially equivalent position; or

   d. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed fifteen (15) days additional time before being required to report to work.

5. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff status, and longevity. It shall be the responsibility of the bargaining unit member to keep the Superintendent notified of all certificates/licenses. The failure to notify of a certificate/license as

stipulated above shall preclude the bargaining unit member from being listed on the seniority list for the current year according to the certification/licensure area not reported.

C. Notification Procedure

When reasons for a RIF are determined, the bargaining unit members to be RIFed will be notified within fifteen (15) days after the Administration has notified the ATA. Notification will be made in the privacy of the building administrator's office by appointment at the conclusion of the student day.

D. Attrition

This Article shall not require the Board to fill any vacancy.

E. Inclusion Programs

There shall be no reduction-in-force due to inclusion programs.

6.12 Certification/Licensure Maintenance

6.121 Maintenance of Certification/Licensure

A bargaining unit member shall maintain certificates/licenses under which they are presently employed.

6.13 Separation From the District

6.131 Mid-Year Resignations/Separations

When a member's employment is terminated during the school year due to resignation, termination, or any reason other than retirement, their separation will be effective as of the end of the day on their last day of work.

Their benefits, if applicable, will remain in effect through the last day of the month in which their last work day falls.

Their final pay will be the payroll in which their last work day falls.

6.132 End of Year Resignations/Separations

When a member's employment is terminated at the conclusion of a school year due to resignation, termination, or any reason other than retirement, their separation will be effective as of the end of the day on July 31st. Their benefits, if applicable, will remain in effect through July 31st.

Their final pay will be the second payroll in July.

6.133 Mid Year Retirements

When a member's employment is terminated during the school year due to retirement, their separation will be effective at the end of the day on their last day of work.

Their benefits, if applicable, will remain in effect through the last day of the month in which their last work day falls.

Their final pay will be the payroll in which their last work day falls.

6.134 End of Year Retirements

When a member's employment is terminated at the conclusion of a school year due to retirement, their separation will be effective as of the end of the day on their last day of work.

Their benefits, if applicable, will remain in effect through June 30th.

Their final pay will be the second payroll in June.

ARTICLE 7 – WORKING CONDITIONS

7.01 School Year

7.011 Days in the School Year

The bargaining unit member contractual year shall consist of:

179	Instructional Days
5	Administrative Directed/Teacher Work Days
184	Total Days

A.	First Day	–	Teacher Work Day
B.	Second Day	–	Administrative Directed Day
C.	Third Day	–	Administrative Directed Day
D.	Fourth Day	–	½ Teacher Work Day, ½ Administrative Directed Day
E.	Fifth Day	–	Other than required check out procedures, remainder of the, day Teacher Work Day

The Board has the option to increase the Administrative Directed/Teacher Works Days by two (2) days. If the Board chooses to exercise this option, each bargaining unit member shall receive their per diem rate for that school year for each additional Administrative Directed Day worked over one hundred eighty-four (184). If the bargaining unit member's per diem rate is below $250, the bargaining unit member pay for any additional day called by the Board shall be $250. Should bargaining unit members find themselves unable to attend the Administrative Directed Days, they are required to follow absence/leave policies outlined within Article 5 of the agreement. Compensation for Administrative Directed Days shall occur within the regular pay period in which the Administrative Directed Day took place.

If five (5) or more instructional days per school year are cancelled due to a calamity, then bargaining unit members may be required to work additional instructional days as directed by the Superintendent.

7.012 Teacher Workdays

Teacher workdays shall be defined as time when teachers can work on records or collaborate with colleagues for educational purposes. The Employer shall use best efforts to limit Administrative Directed meetings on teacher workdays.

7.013 Parent Teacher Conferences

As a result of fall parent conferences, teachers shall receive a full comp day the day before Thanksgiving. As a result of spring conferences, teachers shall receive an additional full comp day the Friday before spring break.

7.02 School Day

The teaching day shall not exceed a seven and one-half (7.5) hour day, including a thirty (30) minute duty-free lunch period.

7.021 Full Time Employment

Bargaining unit members employed for thirty (30) hours or more per work week, inclusive of instructional time and/or duty assignments, shall be considered to be full time employees, and shall be granted full benefits under this collective bargaining agreement, including a thirty (30) minute duty-free lunch period and a preparation/conference period per section 7.023.

7.022 Part Time Employment

A part time bargaining unit member's salary and planning time is determined by time, not by classes taught. A part time bargaining unit member's preparation/conference period or meetings required per 7.051 (A) shall be pro-rated according to the percentage of time worked in a 7.5 hour day. Attendance is voluntary for meetings that are not adjacent to his/her contract time.

A. A part time bargaining unit member's scheduled hours shall be contiguous.

B. A part time bargaining unit member shall be required to attend meetings adjacent to his/her assigned contract time prorated above and open houses and one evening function per 7.051 (B).

7.023 Preparation/Conference Period

A. Grades 6-12

Each bargaining unit member in grades 6-12 shall have one (1) preparation/conference period per day. A preparation/conference period is defined as "the same length as a class period."

B. Grades K-5

The administration and ATA agree that these changes will only apply to the 2025-2026, 2026-2027, 2027-2028 school years*. At the conclusion of the 2027-2028* school year, the bolded language below shall be stricken.

1. Each bargaining unit member in grades K-5 shall have at least two hundred (200) minutes per week for preparation/conference. The two hundred (200) minutes will occur during the student day with bargaining unit members receiving at least five (5) blocks of

conference time of at least thirty (30) minutes in length each. Every effort will be made to give each bargaining unit member at least one (1) preparation period each day (M-F).

a. Regular education classroom teachers and **intervention specialists** K-5 shall have at least five (5) blocks of conference/planning time of at least thirty (30) minutes each per week during the student day. This time is part of the two hundred forty (240) minute preparation/conference time allocated to K-5 regular education teachers and **intervention specialists.** The remaining ninety (90) minute preparation/conference time shall be in no less than twenty (20) minute increments.

b. Special education teachers shall be granted one (1) day of in district professional leave for purposes of IEP writing. Such leave may be taken in quarter (¼) day increments and shall be on days requested by the teacher and approved by the building administrator.

7.024 Elementary Student Contact Day

The elementary student contact day is defined as that time from the beginning of opening activities until the end of closing activities for elementary students.

No kindergarten, first, or second grade classroom teacher or intervention specialist shall be assigned recess or lunch supervisory duty during the 2025-2026, 2026-2027, 2027-2028 school years*. This shall not prohibit intervention specialists from meeting the IEP needs of students at lunch or recess.

7.025 Early Bird/After School Classes

Early Bird/After School classes are those classes which start prior to the regular school day or after the conclusion of the regular school day at Avon High School and Avon Middle School and shall be subject to the following:

A. Individual Early Bird/After School classes may be offered on a year-to year basis. Teachers assigned to teacher Early Bid/After School classes will be designated by the Superintendent or his/her designee.

B. Prior to winter break, the building administrator shall send to the staff a written request asking which bargaining unit members are interested in teaching Early Bird classes for the following school year.

C. The administration shall email staff the course offering sheets prior to giving them to students.

D. Letters of interest by bargaining unit members shall be on an annual basis, providing the Early Bird/After School courses are offered.

E. The start and finish of the school day shall reflect the length of the school day as described in this negotiated Agreement.

F. For an Early Bird/After School class that meets fewer than five (5) days per week, the class time shall be arranged by the principal and bargaining unit member, and the length of each school day shall be as described in the negotiated Agreement.

G. Early Bird/After School bargaining unit members shall be excused from attending regular before or after-school staff meetings, but they must meet with the building principal or designee to review the meeting information.

H. Once a total of ten (10) hours per year of required meetings/in service has been reached, the Early Bird/After School bargaining unit members will be compensated at a rate of thirty-one dollars ($31.00) per hour, for the number of hours or parts of hours beyond the contractual ten (10) hours per year, upon completion of the appropriate form.

7.03 Assignments Outside Teacher Day

7.031 Avon Academy, Home Instructors and EL Tutors

Bargaining unit members who staff the Avon Academy, who are Home Instructors EL Tutors, or any other after school or summer tutors, shall be paid at the rate of forty-two dollars ($42) per hour for those duties performed outside of the teacher work day.

7.032 Crisis Prevention Implementation

Bargaining unit members who must perform responsibilities related to crisis prevention implementation outside the teacher work day shall be paid at the rate of the forty-two dollars ($42) per hour.

7.033 Extended School Year Services

Bargaining unit members who perform extended school year services shall be paid at the bargaining unit member's hourly per diem rate in effect at the time the assignment is performed. Employees must obtain prior approval from the Superintendent or his/her designee.

7.034 Meetings and Student Supervision

Bargaining unit members who are required to supervise students or attend meetings (e.g. IEP meetings, curricular meetings, staff meetings, etc.) outside of their teacher day, not otherwise compensated within this agreement, shall be paid at the rate of thirty-one dollars($31.00) per hour. Bargaining unit members must obtain prior approval from the Superintendent or his/her designee to be paid for attendance at meetings. Meetings within this section shall not include those meetings within the ten (10) hours per year required meetings as outlined in Section 7.051(A) of this agreement.

7.04 School Calendar

The school calendar shall be the responsibility of the Board. The Superintendent/Designee shall submit to the Board the school calendar developed by the Teacher Administration Council no later than November 1st of any school year.

7.05 Bargaining Unit Member Responsibilities

7.051 Teaching Duties

All responsibilities involving children are considered to be appropriate bargaining unit member responsibilities.

A. Meetings

Bargaining unit members will be responsible for up to ten (10) hours per year, no more than seventy-five (75) minutes per meeting and no more than one (1) meetings per month, beyond the regular school hours, for administrative-called teacher meetings in-service, and/or PLC.

B. Open House

Outside the bargaining unit members' work day, bargaining unit members will be responsible for attending Open House. Bargaining unit members required to attend more than one (1) Open House shall be reimbursed at an hourly rate of pay based upon the bargaining unit member's per diem rate as evidenced by a timesheet.

C. Evening Functions

Outside the bargaining unit members' work day, bargaining unit members will be responsible for attending two (2) evening functions for the purpose of student supervision. If any evening function lasts longer than three (3) hours this will count as two (2) evening functions.

D. Money Collection

Bargaining unit members will collect student fees as outlined by the building principal and be responsible for turning in the fees to the building clerk-custodian or secretary before the end of each school day. With input from TAC, the Treasurer and the building administrators shall develop, where necessary, a process for the collection of student fees. The intent of this process will be to minimize the bargaining unit members' liability associated with the collection of student fees.

- Bargaining unit members will not be responsible for monies collected if they follow the above procedure.

7.052 Non-Bargaining Unit Member Duties

A. Bargaining unit members shall not be required to wash windows, sweep or mop floors, or other duties that are normally performed by the custodial staff.

B. Bargaining unit members will not be required to move textbooks beyond their particular assigned classrooms and will be given assistance, upon request, for moving items considered too heavy for the individual bargaining unit member.

C. Student hygiene issues are typically a responsibility performed by a support service personnel. Except in the case of medical emergency, no bargaining unit member will be required to come in contact with the bodily fluids of a student. This would include assisting with a student's toileting and/or feminine hygiene needs, but does not include escorting students to the restrooms for traditional restroom breaks.

Medical procedures are typically a responsibility performed by a licensed nurse. Except in the case of medical emergency, no bargaining unit member shall be required to provide medical care, excluding basic first aid, for a student who is chronically ill or who has special health needs. Intervention specialists may be required to perform such tasks provided they have received training specific to the needs of their assigned student(s).

7.06 Teacher-Administration Council

The Teacher Administration Council shall consist of the ATA President and his/her appointees and the Superintendent/Designee and his/her appointees. The Council shall meet once a month or as determined by the Council. All meetings shall be held at a mutually-agreed time. The purpose of these meetings will be to discuss current school problems, concerns, and/or practices in administering the negotiated Agreement.

7.07 Building Leadership Teams

A. Building Leadership Teams (BLT) shall be established in each building no later than October 1 and shall be modeled after the Teacher Administrative Council.

B. Building Leadership Teams shall meet once a month, or as mutually agreed, in order to discuss building issues. Attendance at meetings is voluntary. If the meeting exceeds one (1) hour, bargaining unit members will be paid at their per diem rate pro rata.

C. Association members of the Building Leadership Team shall have the opportunity to set agenda items before each meeting.

7.08 Personnel Files

7.081 Official File

A personnel file shall be maintained in the Superintendent's office for each bargaining unit member, and such file shall be the only official file for the bargaining unit member.

A. The file shall be as confidential as permitted by law.

B. A request for access shall be scheduled through the Superintendent/Designee.

C. A bargaining unit member may be accompanied by a representative of his/her choice at the time of a review of the bargaining unit member's personnel file.

7.082 Prior Inspection of Material

Any derogatory material to be placed in the bargaining unit member's personnel file shall be shown to the bargaining unit member and a copy shall be provided.

A. The bargaining unit member shall sign and date such material to indicate that he/she has seen the material, but such signature shall not be construed to indicate agreement with the contents of the material.

B. The bargaining unit member may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question.

7.083 Content of Personnel File

The contents of the file are limited to work-related activities, discipline, and routine financial or personal data.

A. Outside Material

Material without foundation from parents or others outside the educational field shall not be placed in building or central office personnel files.

B. Anonymous Material

Anonymous documents shall not be placed in any file.

C. Dated

All entries in the personnel file must be date stamped by at the time of placement into the file.

7.084 File Content Challenge

Bargaining unit members may challenge the relevancy, accuracy, timeliness, or fairness of file information through the grievance procedure filed at the Superintendent's level.

7.085 Timelines

An incident which has not been reduced to writing within ten (10) work days of the Administration's conclusion of its investigation, may not later be added to the file. The investigation must commence immediately upon the administrator's knowledge of said occurrence and must be concluded within forty (40) working days. With mutual consent, extenuating circumstances may extend the investigation deadline.

7.086 Copies of File Material

A. Bargaining Unit Member Request

The bargaining unit member shall be entitled to a digital PDF copy of any material in his/her file. Bargaining unit members will be provided materials within two (2) business days.

B. Association Request

If the Association is investigating a potential grievance, then the Association

shall also be entitled to examine the contents of personnel files and be given a copy of any material in the personnel files.

7.087 File Inspection Notification

A bargaining unit member shall be notified immediately of any request(s) to view the contents of the bargaining unit member's personnel file.

A. Waiting Period

An individual requesting to see a bargaining unit member's file shall be granted access to the file within three (3) work days from the time the request is made.

B. Bargaining Unit Member Review

During this period of time the bargaining unit member may review his/her file.

7.088 Removal of Material

Information in the personnel file shall be removed upon mutual agreement of the bargaining unit member and the administrator making the entry or the Superintendent.

7.089 Ohio Revised Code Superseded

The procedures herein shall take precedence over and supersede the provisions of ORC Chapter 1347.

7.09 Complaints Against Members of the Bargaining Unit

Complaints of pupils, parents, and/or other community members against a bargaining unit member will be handled through the Avon school administrators in the following manner:

7.091 Procedure

A. If an administrator receives a complaint about a bargaining unit member, the administrator shall advise the complainant to discuss the matter with the bargaining unit member in order to give the bargaining unit member an opportunity to correct any possible error or misunderstanding that has occurred.

B. Additionally, the administrator shall advise the bargaining unit member of the complaint and request that he/she attempt to resolve the issue/situation. The principal and the bargaining unit member will have discussed the nature of the complaint.

C. If a meeting is scheduled between a bargaining unit member and a complainant, either the bargaining unit member or the complainant may request that the principal be present.

D. If a bargaining unit member is in a meeting, he/she may have a representative of his/her choice, and will have an opportunity to speak on his/her behalf.

7.092 Executive Session

Complaints against bargaining unit members shall be held in executive session, if it becomes necessary for the Board of Education to become involved.

7.10 Reprimand of Bargaining Unit Member

The Avon Board of Education agrees that no bargaining unit member will be reprimanded in the presence of any other bargaining unit member, student, or parent.

7.101 Reprimands

A. Verbal Warning

A written reprimand shall not be issued until the bargaining unit member has been given at least one (1) verbal warning, unless the act(s) of the bargaining unit member are serious enough to require a written reprimand.

B. Written Reprimand

If a reprimand is in written form, copies will be sent to the individual bargaining unit member, Superintendent/Designee, and the ATA President.

C. Conference

The individual bargaining unit member may request a conference to discuss the matter with the administrator registering the written reprimand and either party may have a representative in attendance.

D. Rebuttal

The bargaining unit member may submit a written explanation of the reprimand and copies will be sent to the same individuals who received the reprimand (listed above).

7.11 Absence Reporting System

The following procedures will be used to report all absences and returns to work:

7.111 Procedure

The bargaining unit member shall report an absence using a web-based reporting system.

If the absence needs to be reported within ninety (90) minutes of the start of the work day, the bargaining unit member must call his/her designated supervisor in addition to creating the absence in a web-based reporting system. Supervisors will provide their contact information to the staff at the opening building meeting.

7.12 Class Size

The Avon Board of Education recognizes the value of smaller class sizes and shall strive to maintain the student/bargaining unit member ratio at the appropriate level to achieve the optimal education for all students.

7.121 Bargaining Unit Input

Every year representatives from each grade level, special education instructors, and electives will meet with the principal and/or Curriculum Director for the purpose of providing input into the preparation of teacher class lists, class size, curriculum, textbooks, workbooks, instructional materials, and course offerings for the next school year.

7.13 Classroom Substitution

Although coverage is not mandatory, bargaining unit members will be expected to cooperate in assisting the Administration with class coverage when substitutes are unavailable. In addition, the Administration will make every effort to provide substitutes for all absent teachers.

7.131 Rate of Pay

Regularly-employed bargaining unit members of the Avon Board of Education, when giving up their conference/planning time for class period coverage, will be paid at a rate of .00073 of the base rate of pay in affect at the time of substitution for class periods of 40-60 minutes in length and .00055 of the base rate of pay in affect at the time of substitution for class periods of 20-39 minutes in length.

7.132 Payment Process

The bargaining unit member must submit the completed substitute form to the principal who will forward it to the Treasurer authorizing payment. The Treasurer will return one (1) copy to the substitute. Payment will be made once each semester by the Treasurer.

7.14 Elementary Specialists

Classroom teachers, intervention specialists, SLP's, school counselors, psychologists, social workers, and reading/math intervention teachers K-5 shall not be the primary instructors of Art, Music, or Physical Education.

7.141 Unfilled Vacancy

If a vacancy occurs for which a specialist cannot be found, the Board of Education may hire an elementary certified/licensed teacher to fill the vacancy.

A. Continuation of Posting

The position shall remain posted until an appropriately certified/licensed candidate is employed.

B. Displaced Bargaining Unit Member

The displaced bargaining unit member will be transferred to another position.

C. Bidding on Posted Positions

Said bargaining unit member shall have the right to bid on posted positions within his/her certification/licensure area(s) unless the Superintendent has recommended the bargaining unit member for non-renewal.

7.15 Teaching Environment

7.151 Safe, Clean and Functional

All buildings, grounds, materials, and equipment will be safe, clean, and functional within the District's financial ability as determined by the Avon Board of Education.

A. Teacher Equipment Checklist

All members of the instructional staff may turn in a checklist to their building principal by May 1, indicating items that should be purchased, replaced, repaired, or in any way need attention.

1. The checklist will provide time for the principals, Superintendent and the Board to consider the improvements.

2. Each bargaining unit member will retain a copy of his/her file.

7.152 Workrooms/Lounges

There will be provided in each educational center and/or building a room designated as the employee workroom/lounge.

7.153 Phones

A. Private Usage

A phone will be provided in each building in a private place for the professional use of the staff, excluding non-emergency personal calls.

B. Outside Calls

As buildings are modernized with classroom telephone systems, classroom phone lines will be opened to bargaining unit members to place outside phone calls.

7.154 Instructional Material and Supplies

The Board of Education will allocate funds to provide for the purchase and/or for replacements of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable bargaining unit members to fulfill their teaching responsibilities in an adequate and professional manner during the school year within the financial ability as determined by the Board.

7.155 Building Access

A plan for access to buildings after normal working hours shall be developed and mutually agreed upon by building principal and the ATA building representatives.

7.16 Admission to School Activities

By showing his or her Avon employee identification badge, each Avon bargaining unit member shall have free admission to an event of the District that is on school property. In addition, a guest of the bargaining unit member or the immediate family of the bargaining unit member who shall be defined as spouse and children, shall be admitted free of charge. The bargaining unit member shall provide the normal teacher/chaperon responsibilities while in attendance. Where seating is limited, free admission may not be honored, (i.e. State Playoff/Championship athletic events).

7.17 Student Teachers

The Avon Board of Education will encourage use of student teachers from accredited colleges, when practical. No bargaining unit member, however, shall be required to accept a student teacher.

7.18 Drug-Free Workplace/Drug-Free Schools and Campus Acts

The Board of Education and ATA shall abide by and be subject to the provisions of the Federal Drug-Free Workplace and Drug-Free Schools and Campus Acts.

7.19 Master Schedule

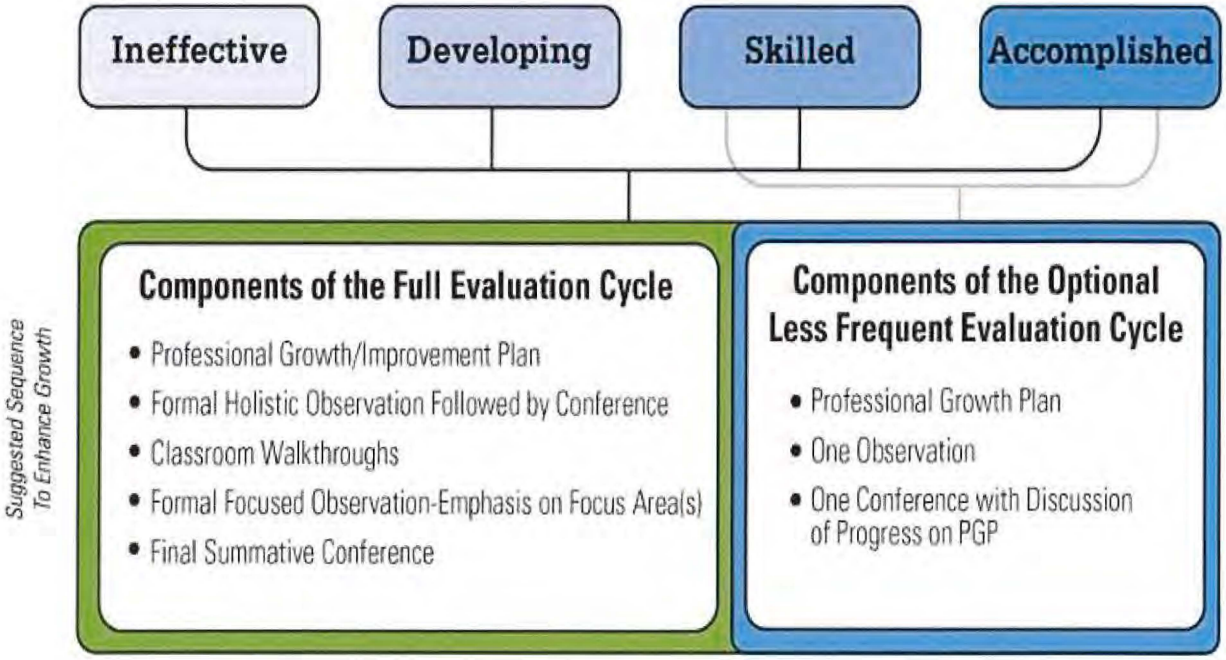
The District shall have the authority and responsibility to design and implement the structure of a master schedule. In the event the District materially changes or materially redesigns the structure of the master schedule, the administration shall seek input from and shall consult with a bargaining unit committee from the affected school prior to the implementation. A draft copy of the master schedule shall be provided to building staff at least five (5) days prior to the first day with students.

7.2 Public Health Emergency

As a result of a public health emergency, the Superintendent, other administrators as determined by the Superintendent, ATA President and TAC shall meet to discuss and plan within five (5) days of declaration of such emergency by the county, state, or federal officials. Administration shall determine the necessity and/or scope of a district plan.

ARTICLE 8 – APPRAISAL AND EVALUATION

Each bargaining unit member will be evaluated according to the Ohio Revised Code and the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the Framework, the bargaining unit member's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.



8.01 Components of Evaluation

8.011 Components of Full Evaluation Cycle

Essential components of the full evaluation consist of the following:

- Professional Growth Plan or Improvement Plan
- One Formal Holistic Observation, minimum of 30 minutes, followed by a conference
- Walkthroughs – with an emphasis on identified focus area(s) when applicable; minimum of 10 minutes
- One Formal Focused Observation – with an emphasis on identified focus area(s); minimum of 30 minutes, and
- One Summative Conference

8.12 Full Evaluation Timeline:

Notification of Evaluation Cycle Status	required	Completed by September 15
Professional Growth Plan	required conference	Completed by November 1
Pre-Conference	optional conference	
1st Formal Observation & Rating	required	Completed by January 20
Post-Conference	required conference	Completed within 10 working days of the observation
2nd Formal Focused Observation & Rating	required	Completed by May 1
Classroom Walkthroughs	required	Completed by May 1
Summative Post Conference	required conference	Completed by May 10

8.02 Components of Less Frequent Evaluation Cycle

Essential components of the less frequent evaluation cycle consist of the following:

- Professional Growth Plan or Improvement Plan
- One Observation
    - Formal Minimum of thirty (30) Minutes OR
    - Walkthrough Minimum of ten (10) Minutes)
- One Conference with the discussion of progress on PGP

8.021 Less Frequent Evaluation Timeline:

Notification of Evaluation Cycle Status	required	Completed by September 15
Professional Growth Plan	required conference	Completed by November 1
One Observation or Walkthrough	required	Completed by May 1
One Conference on Progress of PGP	required conference	Completed by May 10

8.03 Evaluation Cycle

A. Teachers rated **Accomplished** on the teacher's most recent evaluation will be evaluated once every three years, provided the teacher submits a self-directed Professional Growth Plan to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference.

B. Teachers rated **Skilled** on the teacher's most recent evaluation will be evaluated once every two years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation and observations. Less frequent evaluations must include one observation and one conference. Teachers with ratings of **Skilled** may have input on the selection of their credentialed evaluator for the evaluation cycle.

C. A teacher with a Final Holistic Rating of **Developing** will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator.

D. A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

8.04 Professional Growth Plan or Improvement Plan

A teacher's Professional Growth Plan or Improvement Plan is based on the Final Holistic Rating from the most recent evaluation and observations. Annually, each teacher must develop either a Professional Growth Plan or Improvement Plan. This plan must be:

- Based on the results of the evaluation available in the current district (see Figure 1);
- Aligned to any school district and/or building improvement plan(s).

A. A teacher who is new to the profession or district develops a Professional Growth Plan collaboratively with the evaluator. A teacher with a Final Holistic Rating of **Accomplished** develops a self-directed Professional Growth Plan annually. A teacher with a Final Holistic Rating of **Skilled** develops a Professional Growth Plan annually, working jointly with the evaluator. A teacher with a Final Holistic Rating of **Developing** annually develops a Professional Growth Plan guided by the evaluator. A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the evaluator.

B. During the Professional Growth Plan process, teachers will collaborate with their evaluators to — (1) set goals, (2) assess progress and (3) reflect on the work at the end of the academic year. These discussions can occur during the pre-conference, post-conference and end-of-year Final Summative Conference — or as the evaluator determines is necessary.

C. In any year the teacher is not fully evaluated, the evaluation must include one formal observation or walkthrough, and one conference that includes a discussion of the teacher's progress on the plan.

8.05 Using High-Quality Student Data

Choosing and using high-quality student data (HQSD) to guide instructional decisions and meet student learning needs is key in making sound instructional decisions for students. The teacher evaluation will use at least two measures of high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

8.06 Evaluators

Evaluations shall only be performed by trained and credentialed administrators employed by the Avon Local School District. The evaluator shall be chosen by the administration. Bargaining unit members may make a written request to the Superintendent for a different evaluator. A determination on the request shall be made by the Superintendent.

8.07 Evaluation Procedures

A. Teachers on a one-year contract, or in the final year of a limited contract whom the employer intends to not recommend for renewal of their contract will be given the final summative rating as specified in Article 8 with the exception that the evaluation must include a minimum of three (3) thirty (30)-minute formal observations along with at least two (2) walkthroughs.

B. Any teacher who submits a notice of retirement on or before December 1 of the school year shall not be evaluated for that year.

C. Any teacher who has or will be on an approved leave for fifty percent (50%) or more of the school year shall not be evaluated for that year.

D. The bargaining unit member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within ten (10) working days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal.

E. Formal observations shall not occur on the first five (5) student days of the school year.

F. The only evaluation forms to be signed or electronically signed by the administrator and bargaining unit member and submitted to personnel files are OTES forms.

8.08 Classroom Observations

The bargaining unit member and evaluator will receive a copy of each evaluation.

8.081 Notification of Observation

Bargaining unit members will be informed no fewer than three (3) student days prior to a formal classroom observation.

8.082 Post Observation

A. Following the formal classroom observation, an observation tool will be completed by the administrator within ten (10) working days and the bargaining unit member shall receive and sign a copy.

B. Within ten (10) working days of receiving the completed observation tool, the bargaining unit member may submit any comments concerning the observation in writing to the evaluator and have it placed in the bargaining unit member's personnel file.

C. If, within ten (10) working days of receiving the completed observation tool, the bargaining unit member fails to return the signed observation tool to the evaluator, this action will be interpreted to mean that the bargaining unit member agrees with the observer's information and comments listed on the observation tool.

8.09 Copies of Final Evaluations

The bargaining unit member and evaluator will receive a copy of each evaluation.

8.10 Evaluation Advisory Committee

A. The Association and the Board agree to establish a voluntary joint evaluation committee. The committee shall be responsible for collaborating about the evaluation process and what constitutes high quality student data (HQSD). The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

B. This voluntary committee shall be comprised of seven (7) ATA members appointed by the ATA President and four (4) administrators appointed by the Superintendent. The ATA President and Superintendent shall be members of this committee. The Committee shall meet at least annually by September 20 with additional meetings scheduled by mutual agreement.

C. Committee members shall have an overview training in OTES by September 20 as agreed to by the ATA president and by the Superintendent/Designee. The ATA president and one additional bargaining unit member selected by the ATA president shall be fully trained in OTES.

8.11 School Counselor, Psychologist, and Social Worker Evaluations

Evaluation of School Counselors shall follow the prescribed format developed by the State of Ohio. To the extent possible and allowable by law, all provisions of Article 8 within this agreement shall apply. When no format is provided by the state, evaluation forms will be a local decision.

ARTICLE 9 – EDUCATIONAL DEVELOPMENT

9.01 In-Service

A. If the Board requires that a bargaining unit member participate in an in-service program, the Board will pay the full cost of the tuition and other reasonable expenses incurred in connection with the in-service program. The in-service days included in the official Avon school calendar are excluded from this consideration, as they are a part of each bargaining unit member's contractual obligation.

B. The Board and the Association agree to actively collaborate on the programming and/or curriculum for any in-service days included in the official Avon Local Schools calendar. Such collaboration shall take place through the parties established Teacher Administration Council (TAC) and Professional Development Committee, which includes bargaining members from each building.

C. The Board and ATA agree that the educational environment can be enhanced by the proper utilization of technology and, further, that changes in technological advancement occur rapidly. Consequently, the parties believe that on-going teacher training in this area is necessary to facilitate professional development in the appropriate use of technology.

9.02 Professional Growth Stipend

The Avon Local Board of Education will pay one hundred twenty-five dollars ($125.00) per semester hour or the cost of the class if less, up to a maximum of nine (9) semester hours of additional college credit subject to an aggregate of $40,000.00 per school year for all bargaining unit members. The additional hours must be in the field of education at an approved four (4) year institution and official transcripts must be filed with the Superintendent's Office/Designee no later than December 1 of the school year following the acquisition of the additional hours. In lieu of the transcript, written evidence of the request must be in to the Superintendent's Office/Designee by December 1. Payment will be made prior to February 15th in a payment outside of the employee's regular pay. The bargaining unit member must be under contract with the Board at the time of payment. Reimbursement will not be paid when the hours acquired were fully paid for by a grant, etc. In the event of a partial grant, reimbursement will not exceed the bargaining unit member's actual cost.

9.03 Resident Educator Program

Purpose

The Resident Educator Program for beginning teachers will provide the newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement.

9.031 Overview

The two-year Resident Educator Program created by statute is designed to provide newly licensed educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

9.032 Mentor

A mentor is a teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

9.033 Resident Educator

A resident educator is a teacher employed under a resident educator license.

9.034 Formative Assessment

The formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessments consist of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

9.035 Mentors

Qualifications

A. The mentor teacher must have continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the district.

B. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

C. The mentor teacher must hold a valid teaching certificate/license and may be assigned to resident educators with the same area of certification/licensure.

D. The mentor must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

Selections

A mentor teacher shall be assigned by the administration with the consent of the bargaining unit member to a resident educator with certification/licensure in the same grade level and/or subject area. Should no mentor be available in the area of certification/licensure, the Administration shall assign a mentor from the grade level or subject area most closely related to that of the resident educator.

Training

Mentor teachers shall be provided with an orientation to mentoring responsibilities and the State required mentor training.

Responsibilities

A. The mentor teacher shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.

B. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the resident educator. The mentor may voluntarily attend regional mentor network meetings, subject to the approval of the administration.

C. The mentor does not have a formative evaluative role. The mentor's sole role is to support the growth of the resident educator as an instructional mentor through the formative assessment tools.

Release Time

The resident educator shall be provided release time not to exceed one (1) day per year for the purpose of observing classes. The days may be used in quarter (1/4) day increments and shall be coordinated by the building principal/immediate supervisor.

Release time for the mentor shall be provided by mutual agreement with the Building Principal.

Restrictions

Any material jointly developed by the resident educator/mentor shall not be developed or utilized as a remediation program.

Compensation

A. The maximum number of resident educators a mentor teacher may have is two (2) per year.

B. In addition to the mutually agreed upon released time, mentors shall be compensated on the following basis:

Year 1	5% of BA+0
Year 2	4% of BA+0

C. The mentor shall be compensated for each mentee, pursuant to the above schedule.

D. The district will pay all training fees required for mentors to receive the mandatory ODE state mentor training.

E. The mentor teacher will be paid according to the supplemental salary schedule (Appendix B).

9.036 Resident Educator Orientation

Each resident educator shall be given an initial orientation on the following matters by their mentor:

A. The pupils and community to be served;

B. School policies, procedures and routines;

C. Courses of study, competency-based education programs and responsibilities for lesson plans;

D. The layout of the facilities of the assigned school building(s);

E. The nature of the Resident Educator Program which will be provided; and

F. Any additional information a resident educator may need to be adequately prepared for a specific assignment.

9.037 Protections

A. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that resident educator's evaluation.

B. No resident educator shall be required to remain in a Resident Educator Program after advancing to a professional license.

C. Mentor teachers shall not be requested or directed to make any recommendation regarding the continued employment of a teacher.

D. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/resident educator discussions except as may be required by law.

E. No mentor teacher shall participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a resident educator.

F. Resident educators shall be provided all due process provisions allowed by the master agreement and Ohio Revised Code.

Note: This program shall not replace the negotiated employee evaluation system.

9.04 Local Professional Development Committee

9.041 Purpose

The District-wide Local Professional Development Committee (LPDC) will operate in accordance with Ohio Revised Code. The responsibilities of this Committee shall include, but not be limited to:

A. Overseeing and approving individual professional development plans for certificate/license renewal and/or upgrade.

B. Recommending in-service activities.

C. Obtaining/developing programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's) (per ORC 3301- 27-08).

9.042 Composition

This District-wide LPDC shall be composed of seven (7) members in total, and (5) voting persons, of whom shall be bargaining unit members who are selected by the Association. Each building in the district shall be represented, only three (3) will be voting members who are appointed by the ATA President.

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A. Each LPDC teacher member shall have a term of three (3) years.

B. If any vacancy occurs in any of the positions selected by the Association, the Association shall be responsible for selecting a bargaining unit member(s) to fill the vacancy.

C. The members of the LPDC will determine the frequency of the meetings, the dates of the meetings, and the time of the meetings.

D. The chairperson and LPDC decisions shall be determined by majority vote of the LPDC.

9.043 Release Time/Compensation

A. Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs for CEU'S.

B. If members of the LPDC determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at their hourly per diem rate that is in effect at the time of the meeting/activity.

9.044 Appeal Process

A. The appeals process as listed in the LPDC handbook, shall be followed.

B. Changes to the appeals process, as stated in the LPDC handbook, shall be negotiated by the ATA and the Board of Education.

C. Neither the decision of the LPDC nor the LPDC appeals process is grievable.

9.045 Training for Committee Members

LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's/Designee's approval, whose approval shall not be unreasonably withheld. Where such training occurs during the regular work day, paid release time shall be granted not subject to any professional leave restrictions.

9.046 Information Tracking

A. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board.

B. It is the responsibility of the individual to keep track of necessary requirements.

9.047 Educational Plans

Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

ARTICLE 10 – PROGRAM DEVELOPMENT AND IMPLEMENTATION

10.01 Virtual Academy

The Board of Education may offer Virtual Academy classes on a limited basis to students in need of remedial work that is needed in order to graduate. Virtual Academy positions will be posted according to Article 6, Sections 6.09 and 6.10, and will be available only to bargaining unit members. Courses will be offered to students on an individual basis; at no time shall a full class load of students enroll in a Virtual Academy class. Bargaining unit members hired to teach Virtual Academy classes shall maintain a log of their time, including dates, activity, and hours spent working with students. Compensation shall be based upon the records kept by the instructor, and shall be paid at the bargaining unit member's hourly per diem rate.

10.02 College Credit Plus

10.021 The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all members of the bargaining unit who are qualified to teach the course. Qualified shall be an administrative

determination.

10.022 Any observation conducted by the Institution of Higher Learning shall not be used in any way in the evaluation of the teacher. Observations conducted by the Institution of Higher Learning shall only be those as required by law.

ARTICLE 11 – BENEFITS

The following fringe benefits shall be available to all members of the bargaining unit.

11.01 General Information and Terms

11.011 Type of Coverage

It shall be the bargaining unit member's responsibility to determine by the annual open enrollment period whether an individual wants family coverage, single coverage, or no coverage at all. The Board shall provide the coverage desired.

11.012 Part-Time Bargaining Unit Members

A. The Board's share of premium payments for part-time bargaining unit members shall be pro-rated according to the hours worked.

B. The ATA President shall receive a copy of the calculation of the proration of benefits for all part-time bargaining unit members.

11.013 Plan Benefits

Plan benefits will be available online for all bargaining unit members.

11.014 Insurance in Effect

Current insurance coverage (unless otherwise specified in 11.02) will be provided as negotiated through the term of this contract, ending July 31, 2028*.

11.015 Health Care Committee

A committee of representatives from Administration (no more than four [4]), ATA (no more than seven [7]), and OAPSE (no more than four [4]) shall review the Avon Local Schools' insurance. In addition to the ATA President, who shall be an active standing member, there shall be one (1) representative per school building. Appointments shall be made by the ATA President. The Committee will develop working guidelines and update them annually. Any party may invite consultants to attend the meetings.

The Committee shall investigate, study, discuss and/or review policies on a regular and ongoing basis (no fewer than four [4] times a year) and make recommendations to ATA, OAPSE, and the Board of Education in regard to improvement of the District's insurance programs. Financial information shall be provided by the Treasurer or contracted health care representatives at each meeting. The Committee shall investigate the potential impact of plan and plan-administration changes on the quality and cost of the plan.

11.02 Premium Costs

11.021 Hospitalization

A. The Board agrees effective 8-1-93, to pay ninety-five percent (95%) of Hospitalization and Premiums for both family and single coverage for current bargaining unit members. The Board agrees to pay eighty-five percent (85%) of hospitalization premiums for both family and single coverage for bargaining unit members hired after August 1, 1993.

B. The Board may offer a secondary hospitalization plan that provides coverages below the negotiated plan benefits however, the Board will maintain a plan for hospitalization that meets the current negotiated plan benefits.

C. Spousal Surcharge

1. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse may enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) or be subject to a one hundred twenty five dollar ($125) per month surcharge.

2. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored by group insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the Board will become the secondary payer of benefits.

3. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section shall be charged a one hundred twenty-five dollar ($125) per month surcharge.

4. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be charged a one hundred twenty-five dollar ($125) per month surcharge to stay on their spouse's health care coverage with the Avon Local School District.

5. If the employee submits false information or fails to timely advise the plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of the one hundred twenty-five dollar ($125) per month surcharge.

D. The Board shall incorporate a Health Reimbursement Account (HRA) card

implemented as part of the District's Wellness Program with $125 single/$250 family amounts attainable.

E. Effective September 1, 2013, both the life insurance and accidental death and dismemberment (AD&D) insurance benefits will increase to one hundred thousand dollars ($100,000) for each employee.

F. Effective September 1, 2013, all employees with less than five (5) years of STRS work experience shall be provided with an long term disability benefit which will cover sixty percent (60%) of basic monthly earnings to a five thousand dollar ($5,000) per month cap.

G. Effective September 1, 2013, eligibility guidelines for dental and vision will allow any qualified dependent to be enrolled up to age twenty-six (26).

Avon Local Schools Sections 001 & 003 (Certified, Admin, and Exempt) Effective 08/01/2025		
Benefits	**Network**	**Non-Network**
Benefit Period	January 1 through December 31	
Dependent Age Limit*	26 (Removal upon End of Month)	
Blood Pint Deductible	0 Pint	
Pre-Existing Condition Waiting Period (does not apply to members under age 19)	None/ACA Mandate	
Lifetime Maximum	Unlimited	
Benefit Period Deductible[1] (Single/Family)	$300/$550	$500/$900
Coinsurance	80%	60%
Per Inpatient Admin Deductible (Excluding Skilled Nursing and IP Mental Health and Substance Abuse and Organ Transplant Services)*	$100 per Admission ($1,000 Individual Maximum/$2,000 Family Maximum)	None
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/ Family	$550/$1100	$1,100/$2,100
Physician/ Office Services		
Office Visit(Illness/injury)[2]	$20 copay, then 100%	70% after deductible
Urgent Care Office Visit[2]	$25 copay, then 100%	$25 copay, then 70%
Voluntary Second Surgical Opinion	80% after deductible	60% after deductible
Immunizations	80% after deductible (Unless covered under ACA)*	60% after deductible
Preventive Services		
Preventive Services in accordance with state and federal law[3]	100%	60% after deductible
Routine Physical Exams (Age 18 and over)[3] (Certificate states age 21)*	100%	60% after deductible
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Care (Birth to age 18)[2] (Certificate states age 21)*	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	50% after deductible
Routine Pap Test (One per benefit period)	100%	50% after deductible

Avon Local Schools Sections 001 & 003 (Certified, Admin, and Exempt) Effective 08/01/2025		
Benefits	**Network**	**Non-Network**
Routine PSA, Cholesterol, Colorectal Cancer, Screening Tests and Endoscopic procedures	100%	50% after deductible
Routine EKG, Chest X-Ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each benefit period)[3]	100%	50% after deductible
Prescription Drug (Oral Contraceptives Included)		
Retail - 30 day supply	$20 Generic $40 Formulary $60 Non-Formulary	
Specialty Tier	25% up to $75	
Home Delivery - 90 day supply	$35 Generic $65 Formulary $95 Non-Formulary	
Outpatient Services		
Allergy Testing	80% after deductible	60% after deductible
Allergy Treatments	80% after deductible	60% after deductible
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical Therapy (Institutional and Professional	80% after deductible	60% after deductible
-40 visits per benefit period)	80% after deductible	60% after deductible
Occupational Therapy (Unlimited)	80% after deductible	60% after deductible
Speech Therapy (Unlimited}	80% after deductible	60% after deductible
Chiropractic Therapy (Professional Only- 20 visits per benefit period	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency Use of an Emergency Room [4]	$100 copay, then 100%	
Non-Emergency Use of an Emergency Room [4,5]	$100 copay, then 100%	$100 copay, then 70%
Emergency Services	100%* after deductible	
Inpatient Facility		
Semi-Private Room and Board	$100 per Admission Copay then 80%	60% after deductible
Benefits	**Network**	**Non-Network**
Maternity	$100 per Admission Copay then 80%	60% after deductible
Skilled Nursing Facility - 100 days per benefit period	80% after deductible	60% after deductible

Avon Local Schools Sections 001 & 003 (Certified, Admin, and Exempt) Effective 08/01/2025		
Benefits	**Network**	**Non-Network**
Additional Services		
Ambulance	50% copay, than 100%	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Organ and Tissue Transplants	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
In-Vitro Fertilization and Artificial Insemination ($10,000 maximum per lifetime)	80% after deductible	60% after deductible
Weigh Loss Drugs	Not Covered	
Mental Health and Substance Abuse		
Inpatient Mental Health/ Substance Abuse Services	Benefits based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Notes: Deductible expenses incurred for services by a network provider will only apply to the network deductible

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits.

Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Services requiring a copayment not subject to the single/ family deductible.

Non-contracting and facility other providers will pay the same as non-network.

This document is only a partial listing of benefits.

This is not a contract of insurance.

The contract or certificate will contain the complete listing of covered services.

The schedule of benefits is subject to change to comply with state or federal law.

[1] Maximum family deductible. Member deductible is the same as single deductible. Three-month carryover applies.

[2] The office visit copay applies to the cost of the office visit only,

[3] Preventive services include evidence-based services that have a rating of "A" or "B" in the United States of Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

[4] Copay waived if admitted

[5] The copay applies to room charges only. All other charges are covered subject to deductible and coinsurance

11.022 Dental

A. The Board shall pay ninety-five percent (95%) of the premium for dental plan equal to the coverage in effect on 1-1-93.

B. Bargaining unit members hired for the 2002-2003 school year and subsequent years shall pay fifteen percent (15%) of the premium.

C. Lifetime orthodontics benefits two thousand dollars ($2,000).

D. Class coverage changes

- Class I, II, III - $1,500
- Class IV - $2,000

E. Specifications

Avon Local Schools Effective 01/01/2025 Dental		
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Benefit Period Maximum (per member)	$1,500	$1,000
Benefit Period Deductible - Single/Family[1]	$25 / $75	
Preventive Services		
Oral Exams - two per benefit period	100%	
Bite Wing X-Rays - two per benefit period	100%	
Prophylaxis (cleaning) - two per benefit period	100%	
Fluoride Treatment - One treatment per benefit period, limited to dependents up to age 19	100%	
Sealant - one every rolling 35 months per tooth	100%	
Space Maintainers - limited to eligible dependents up to age 19	100%	
Emergency Palliative Treatment - includes emergency oral exam	100%	
Diagnostic X-Rays - included Full Mouth / Panorex, which are limited to one every 36 consecutive months	100%	
Essential Services		
Consultation and Other Exams by Specialist	90% after deductible	80% after deductible
Minor Restorative Services	90% after deductible	80% after deductible
Endodontics Services	90% after deductible	80% after deductible
Periodontal Services	90% after deductible	80% after deductible
Repairs, Relines, & Adjustments of Prosthetics	90% after deductible	80% after deductible
Simple Extractions	90% after deductible	80% after deductible
Impactions	90% after deductible	80% after deductible
Minor Oral Surgery Services	90% after deductible	80% after deductible
General Anesthesia	90% after deductible	80% after deductible
Therapeutic Drug Injections	90% after deductible	80% after deductible
Complex Services		
Gold Foil Restoration	60% after deductible	60% after deductible
Inlays, Onlays - one every five years	60% after deductible	60% after deductible
Crowns - one every five years	60% after deductible	60% after deductible
Bridgework (Pontics & Abutments) - one every five years	60% after deductible	60% after deductible
Partial and Complete Dentures - one every five years	60% after deductible	60% after deductible
Orthodontics Services		
Orthodontics Lifetime Maximum (per member)	$2,000	$1,500
Orthodontics Diagnostic Services	60%	50%
Minor Treatment for Tooth Guidance	60%	50%
Minor Treatment for Harmful Habits	60%	50%
Interceptive Orthodontics Treatment	60%	50%
Comprehensive Orthodontic Treatment	60%	50%

Note: The document is only a partial listing of benefits This is not a contract of insurance.

The schedule of benefits is subject to change to comply with state or federal law.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

11.023 Vision

A. The Board shall pay ninety-five percent (95%) of the premium for a vision plan equal to the coverage in effect on 1-1-93.

B. Bargaining unit members hired for the 2002-2003 school year and subsequent years shall pay fifteen percent (15%) of the premium.

C. Specifications

Avon Local Schools EyeMed Effective 08/01/2025 12/12/12 $0/$0/$200		
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Exam	Once every 12 months	
Lens	Once every 12 months	
Frames	Once every 12 months	
Exam Co-Pay	$0	up to $40
Lens Co-Pay	$0	
Single	$0	up to $30
Bifocals	$0	up to $50
Trifocals	$0	up to $70
Lenticular	$0	up to $70
Progressive (Standard)	$0	$0
Frames Allowance	up to $200 (up to $250 for a PLUS provider), then 20% off	up to $100
Contact Lenses	up to $130 (up to $180 PLUS provider), then 15% off	up to $65
Contact Lens Fitting	Co-pay waived, contact lens fit and tow follow-up visits	up to $40
Network	EyeMed Insight	
Particular Req.	10 enrolled	
Rate Guarantee	4 years until 7/1/2029	

11.03 Section 125 Account

A Section 125 Account flexible spending account shall be available to each bargaining unit member for premium conversion plan. IRS-approved care and reimbursement plans will be available. Participation in such an account shall be at the option of each individual bargaining unit member. The Board shall pay such administrative costs as may be required by the plan.

11.04 Life Insurance

11.041 Amount

The Board will provide term life insurance for teachers in the amount of one hundred thousand dollars ($100,000.00).

11.042 Policy

All bargaining unit members shall receive a copy of the life insurance policy and complete plan descriptions for each of the insurance coverage provided.

11.05 Liability Insurance

The Board shall make available for full-time bargaining unit members under contract Liability Insurance as required by state statute.

11.051 Liability Claims

The bargaining unit member shall have at least three (3) working days to submit accident forms or other reports dealing with the possible liability claims.

11.052 Personnel File

No records of liability claims or lawsuits shall be kept in a bargaining unit member's personal file or used in an evaluation of the bargaining unit member.

11.06 Severance Pay

11.061 Calculation

A. Bargaining unit members who elect to retire, meet the requirements of ORC 143.291, and are accepted by the STRS, shall be paid a lump sum equal to one-third (1/3) of the accrued but unused sick leave earned, up to a maximum of eighty (80) days.

B. Such payment will be based upon the bargaining unit member's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay.

11.062 Payment

Pay for such leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member. Such payment shall be made only once to any bargaining unit member.

11.063 Estate Payment

In case of death, severance pay will be awarded to the bargaining unit member's estate.

11.07 State Teachers' Retirement System (STRS)

11.071 Salary Reduction Reported

For purposes of taxable income, the Board will report a reduction in salary to the IRS in the amount equivalent to the annual contribution paid by a bargaining unit member to the STRS.

11.072 Calculation

A. The Board agrees to pick-up contributions to the State Teachers' Retirement System an amount equal to each certificated/licensed bargaining unit member's contribution to STRS in lieu of payment to such bargaining unit member, and that such amount contributed by the Board on behalf of the certificated/licensed bargaining unit member shall be treated as a mandatory salary reduction for the contract salary otherwise payable to the certificated/licensed bargaining unit member.

B. Sick leave, severance, vacation, supplemental and extended services contracts and insurance benefits which are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay shall be calculated upon both the cash salary component and pick-up component of the bargaining unit member's restated salary.

11.08 Waiver of Residency Requirement

The Avon Board of Education agrees that the children (including adopted and/or foster) of a bargaining unit member or a bargaining unit member's spouse who holds sole custody and who resides outside of the Avon Local School District shall be permitted to attend the Avon Local Schools.

- Children must be registered by September 30th in order to qualify.
- Excluded are the children of employees or of the employee's spouse hired after September 1, 2024.

ARTICLE 12 – SALARY AND COMPENSATION

12.01 Salary

A.

2025 – 2026	4.0%
2026 – 2027	3.5%
2027 – 2028	3.5%

For the 2025 – 2026 school year, the base salary on the index will be $45,255, effective August 1, 2025 (see Appendix D).

For the 2026 – 2027 school year, the base salary on the index will be $46,839, effective August 1, 2026 (see Appendix D).

For the 2027 – 2028 school year, the base salary on the index will be $48,478, effective August 1, 2027 (see Appendix D).

B. Any bargaining unit member not receiving a step increase during this contract, who are at step 25 or below, shall be paid a stipend of one thousand dollars (1,000.00). The Stipend is a one-time payment and shall be made in the first pay of September and will be issued in a separate check.

C. All bargaining unit members not receiving a step increase during this contract, who are at step 26 or above, shall receive a stipend of one thousand five hundred and fifty dollars ($1,550). The Stipend is a one-time payment and shall be made in the first pay of September and will be issued in a separate check.

ARTICLE 13 – EFFECTS

13.01 Severability

13.011 Conflict with Law

In the event there is a conflict between the provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision.

A. Limitations

1. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or rule or regulation adopted by a federal or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

2. If, during the terms of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any

necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

3. If, during the terms of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), conditions(s) of employment, or working conditions(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

13.02 Contrary to Law

Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, STRS, the fiscal certificate, the State Board of Education minimum educational standards and minimum standards promulgated in the ORC prevail over any conflicting provisions of this Agreement pursuant to Section 4117.10 of the ORC.

13.03 Entire Agreement Clause

This Agreement supersedes and cancels all other written agreements.

13.04 No Strike Provision

The ATA shall not engage in any strike for the term of this Agreement.

APPENDIX A

GRIEVANCE FORM

Name(s) of Grievant(s): _____ Grievance Number: _____

Building(s) & Assignment(s): _____

Date Grievance Occurred: _____ Date Filed: _____

Informal Session: _____ Date Filed: _____

Statement of Grievance: _____

_____

_____

Contract Section Being Grieved: _____

Relief Sought: _____

_____

_____

Grievant Signature: _____ Date: _____

Disposition: _____

_____

_____

Administrative Signature: _____ Date: _____

Copy to: Grievant
Immediate Supervisor/Administrator
ATA President
Superintendent
(Attach copy/ies of completed previous form)

Even if an administrator, supervisor, or other party in interest does not consider a grievance to be substantively or procedurally correct, the grievant shall have the right to hearings at the Informal level, Level 1 and Level 2.

ARTICLE 14 - DURATION

This Agreement, including attachments, was ratified by the Avon Teachers' Association ("ATA") on 3/10/25 and approved by the Avon Board of Education ("Board") on 3/18/25 and shall be effective on August 1, 2025, and shall remain in full force and effect until midnight, July 31, 2028.

IN WITNESS WHEREOF, The parties have caused their names to be hereunto subscribed as of this 15 day of APRIL 2025.

AVON BOARD OF EDUCATION

Ben Hodge, Superintendent

Sadie Fox, Treasurer

Tara Tatman, Board President

AVON TEACHERS' ASSOCIATION

Sean Hicks, President

Kristal Hutcher

Amy S Rottman

Julie L Malone

Meghan Hennessy

Michelle Hemmelgarn

APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE (Based on Percentage of Base Salary in Effect of January 1 of Each School Year)						
Year	**1**	**3**	**6**	**9**	**12**	**15**
Athletics						
Athletic Facilities Manager (F/S & W/S)	7	9	10	11	12	13
MS Faculty Manager	12	16	18	20	21	22
Baseball						
Baseball Head Coach	12	14	15	16	17	18
Baseball Assistant Coach	7	9	10	11	12	13
Basketball						
Basketball Head Coach	18	20	22	24	25	26
Basketball Assistant Varsity Coach	12	13	14	15	16	17
Basketball Assistant Coach	9	12	13	14	15	16
Basketball Middle School Coach	7	9	10	11	12	13
Bowling						
Bowling Head Coach	9	10	11	12	13	14
Bowling Assistant	6	8	9	10	11	12
Cheerleading						
Cheerleading Head Coach	10	12	13	14	15	16
Cheerleading J. V. Coach	7	9	10	11	12	13
Cheerleading 9th Grade Coach	5	7	8	9	10	11
Cheerleading Middle School Coach	4	6	7	8	9	10
Cheerleading Competitive Cheer- High School	5	7	8	9	10	11
Cheerleading Sparkle Cheer - High School	5	7	8	9	10	11
Cross Country						
Cross Country Head Coach	10	12	13	14	15	16
Cross Country Assistant Coach	7	9	10	11	12	13
Cross Country Head Middle School Coach	8	10	11	12	13	14
Cross Country Middle School Coach	7	9	10	11	12	13
Football						
Football Head Coach	18	20	22	24	25	26
Football Assistant Coach	12	13	14	15	16	17
Football Lead 8th Grade Coach	8	10	11	12	13	14
Football 8th Grade Coach	7	9	10	11	12	13
Football Lead 7th Grade Coach	8	10	11	12	13	14
Football 7th Grade Coach	7	9	10	11	12	13
Golf						
Golf Head Coach	9	10	11	12	13	14
Golf Assistant Coach	6	9	10	11	12	13
Gymnastics						
Gymnastics Head Coach	9	10	11	12	13	14
Gymnastics Assistant Coach	6	8	9	10	11	12
Hockey						
Hocky Head Coach	12	14	15	16	17	18

Appendix B - Continued						
Hockey Assistant Coach	9	11	12	13	14	15
Lacrosse						
Lacrosse Head Coach	12	14	15	16	17	18
Lacrosse Assistant Coach	7	9	10	11	12	13
Soccer						
Soccer Head Coach	12	14	15	16	17	18
Soccer Assistant Coach	7	9	10	11	12	13
Softball						
Softball Head Coach	12	14	15	16	17	18
Softball Assistant Coach	7	9	10	11	12	13
Softball Middle School Coach	8	10	11	12	13	14
Swimming						
Swimming Head Coach	12	14	15	16	17	18
Swimming Assistant Coach	7	9	10	11	12	13
Tennis						
Tennis Head Coach	12	14	15	16	17	18
Tennis Assistant Coach	7	9	10	11	12	13
Track & Field						
Track & Field Head Coach	12	14	15	16	17	18
Track & Field Assistant Coach	9	11	12	13	14	15
Track & Field Head Middle School Coach	8	10	11	12	13	14
Track & Field Middle School Coach	7	9	10	11	12	13
Volleyball						
Volleyball Head Coach	12	14	15	16	17	18
Volleyball Assistant Coach	9	11	12	13	14	15
Volleyball Middle School Coach	7	9	10	11	12	13
Weight Room						
Weight Room (per season)	3	3	3	3	4	5
Wrestling						
Wrestling Head Coach	14	17	18	19	20	21
Wrestling Assistant Coach	8	10	11	12	13	14
Wrestling Head Middle School Coach	8	10	11	12	13	14
Wrestling Assistant Middle School Coach	7	9	10	11	12	13
eSports						
eSports Coach	9	11	12	13	14	15
eSports - Assistant	5	6	6	7	8	9
Competitive Clubs						
Dance Team Instructor	6	8	9	10	11	12
Academic Challenge High School	4	5	5	5	6	7
Chess Club Competitive	4	5	5	5	6	7
Robotics Team HS	6	6	6	6	7	8
Robotics Club MS	3	4	4	5	6	7

Appendix B - Continued						
Junior Statesmen of America	4	5	5	5	6	7
Model UN Competitive	4	5	5	5	6	7
High School Unified Sports (per season)	2	2	2	2	3	4
Winter Guard	6	7	8	9	10	11
High School Play						
High School Play Director	6	8	9	10	11	12
High School Play Technical Director	4	4	5	5	6	7
High School Play Set & Lighting Coordinator	4	4	5	5	6	7
High School Play Carpenter	4	4	5	5	6	7
Elementary						
Elementary Play Director	3	5	6	6	7	8
High School Musical						
High School Musical Director	11	12	13	14	15	16
High School Musical Assistant Director	6	7	7	8	9	10
High School Musical Technical Director	4	6	6	7	8	9
High School Musical Instrumental Director	6	7	7	8	9	10
High School Musical Set & Lighting Coordinator	4	6	6	7	8	9
High School Musical Vocal Director	6	6	7	8	9	10
High School Musical Choreographer	6	7	7	8	9	10
High School Musical Accompanist	4	6	6	6	7	8
High School Musical Carpenter	4	4	5	5	6	7
Choir						
Choir High School Director	4	6	7	8	9	10
Choir Middle School (6-8) Director	2	3	4	4	5	6
Choir Contemporary A Cappella	6	7	10	12	13	14
Choir Elementary Concert Director	*$200	*$200	*$200	*$200	*$225	*$250
Choir Middle School Pops	3	4	5	5	6	7
Bands						
Concert Band High School Director	4	6	7	8	9	10
Concert Band Middle School Director	2	3	4	5	6	7
Head Drumline Director	6	6	6	6	7	8
Jazz Band						
Jazz Band High School Director	6	7	10	12	13	14
Jazz Band Middle School Director	2	4	5	6	7	8
Marching Band						
Marching Band Head Director	15	18	20	22	23	24
Marching Band Assistant Director	9	12	13	14	15	16
Colorguard Instructor	9	11	12	13	14	15
Pep Band						
Pep Band Instructor	5	5	5	5	6	7
Orchestra						
Orchestra High School Director	4	5	6	7	8	9

Appendix B - Continued						
Orchestra Middle School Director	2	3	4	4	5	6
Electric Orchestra Director	6	7	10	12	13	14
Electric Orchestra Assistant Director	3	3	4	5	6	7
Orchestra Winds & Percussion	4	5	6	7	8	9
WIRED: MS String Ensemble	3	5	6	7	8	9
Choral Accompanist						
**K-12 Choral Accompanist	5	6	6	7	8	9
CLUB						
Academic Challenge - High School	4	4	4	5	6	7
Academic Challenge - Middle School	2	3	4	5	6	7
Art Club	3	3	3	3	4	5
Book Club	2	2	2	2	3	4
Chess Club	2	2	2	2	3	4
Winter Sports Club Lead	4	4	4	4	5	6
Winter Sports Club- High School	2	2	2	2	3	4
Winter Sports Club- Middle School	2	2	2	2	3	4
Drama Club - High School	4	5	5	6	7	8
Drama Club - Middle School	2	2	2	2	3	4
Power of the Pen	3	4	4	4	5	6
Discovery	6	6	6	6	7	8
Culture Club	2	2	2	2	3	4
Junior Statesmen of America	2	2	2	2	3	4
Science Night	3	3	3	3	4	6
Science Olympiad	3	3	3	3	4	5
Technology Club	3	4	4	4	5	6
High School Our Story Club	2	2	2	2	3	4
Pottery Club	2	2	3	3	4	5
Class Advisor - Freshman	3	3	3	3	4	5
Class Advisor - Sophmore	3	3	3	3	4	5
Class Advisor - Junior	3	3	3	3	4	5
Class Advisor - Senior	3	4	4	5	6	7
Model UN	3	3	3	3	4	5
Friendship Group	2	2	2	2	3	4
Gay/Straight Alliance (GSA)	2	2	2	2	3	4
Key Club	4	4	4	4	5	6
Leo Club	4	4	4	4	5	6
Literary Club	2	2	2	2	3	4
National Honor Society	5	6	6	6	7	8
National Arts Honor Society	4	4	4	4	5	6
High School - Newspaper	4	4	4	4	5	6
Middle School - Newspaper	2	2	2	2	3	4
Photography	2	2	2	2	3	4

Appendix B - Continued						
SADD	3	3	3	3	4	5
S.A.V.E. High School	4	4	4	4	5	6
S.A.V.E. Middle School	2	2	2	2	3	4
S.A.V.E. Elementary	2	2	2	2	3	4
Student Council - High School	6	7	8	9	10	11
Student Council - Middle School	3	4	4	4	5	6
Student Council - Elementary School	3	4	4	4	5	6
FSM - Future Scholars of Medicine	4	5	5	5	6	7
DC Trip Lead Coordinator	3	3	3	3	4	5
Spelling Bee	2	2	2	2	3	4
Yearbook	4	6	7	8	9	10
Dungeon and Dragons Club	2	2	2	2	3	4
Pep Club	2	2	2	2	3	4
Sign Language Club	2	2	2	2	3	4
Women in Stem	2	2	2	2	3	4
Prom Advisor	3	3	3	3	4	5
Department Chairs						
District- World Language	5	5	5	5	5	5
District- Music	5	5	5	5	5	5
District- Art	5	5	5	5	5	5
AHS- ELA	5	5	5	5	5	5
AHS- Math	5	5	5	5	5	5
AHS- Science	5	5	5	5	5	5
AHS-Social Studies	5	5	5	5	5	5
AHS- Special Education	5	5	5	5	5	5
AHS- Electives	5	5	5	5	5	5
AMS- ELA	5	5	5	5	5	5
AMS- Math	5	5	5	5	5	5
AMS- Science	5	5	5	5	5	5
AMS-Social Studies	5	5	5	5	5	5
AMS- Special Education	5	5	5	5	5	5
AMS- Electives	5	5	5	5	5	5
3rd Heritage- ELA	5	5	5	5	5	5
3rd Heritage- Math	5	5	5	5	5	5
4th Heritage- ELA	5	5	5	5	5	5
4th Heritage- Math	5	5	5	5	5	5
5th Heritage- ELA	5	5	5	5	5	5
5th Heritage- Math	5	5	5	5	5	5
5th Heritage- Science/Social	5	5	5	5	5	5
Heritage- Special Education	5	5	5	5	5	5
*Paid per grade level concerts as defined by administration						
**All Choir and Elementary Concerts						

APPENDIX C

The principal or administrator designee will evaluate all persons issues co-curricula contracts at the end of each co-curricular contractual term. It is understood that the Athletic Director and Head Coach's comments, and/or information provided may be requested and/or accepted via the building administration to complete the evaluation. No coach or advisor will be required to affix his/her signature on the evaluation.

COACH'S EVAULATION FORM

Coach: _____ Evaluator: _____

Assignment: _____ Season: _____

Date of Games Observed: _____ Date of Practices Observed: _____

IDENTIFIED STRENGTHS:

IDENTIFIED WEAKNESSES:

SUMMATIVE EVALUATION NARRATIVE:

GENERAL EVALUATION OF PERFORMANCE:

_____Unsatisfactory _____Needs Improvement _____Satisfactory

_____ _____
Evaluator Date

_____ _____
Evaluator Date

_____ _____
Evaluator Date

By affixing my signature to this document, I attest that I have received a copy and had an opportunity to read and discuss its contents. It does not necessarily mean that I agree in total or in part with the content.

RATING CODE

NA	Not Applicable
1	Unsatisfactory
2	Needs Improvement
3	Satisfactory

I. ACTIVITIES PERFORMANCE

1.	Promotes sportsmanship among all team members	NA	1	2	3
2.	Provides attitude and environment that leads to positive efforts and accomplishments by participants.	NA	1	2	3
3.	Is knowledgeable and well-versed in matters pertaining to the assignment.	NA	1	2	3
4.	Does everything possible, within applicable rules, to achieve positive performance results.	NA	1	2	3
5.	Maintain effective team discipline.	NA	1	2	3
6.	Organizes, supervises, coordinates, and evaluates practice sessions and related activities with proper attention to the players' mental and physical well-being.	NA	1	2	3
7.	Provides an example of sportsmanlike conduct in his/her relationships with players, staff, officials, and parents.	NA	1	2	3
8.	Is able to congratulate the opponent and is able to accept victory or defeat in a professional manner.	NA	1	2	3
9.	Discipline is firm but fair. Has open communications with players and enforces training rules and athletic code.	NA	1	2	3
10.	Uses practice days effectively.	NA	1	2	3
11.	Provides proper supervision and administration of facilities.	NA	1	2	3
12.	Delegates authority with responsibility to assistants while remaining accountable for such delegations.	NA	1	2	3
	OVERALL RATING IN CATEGORY II	NA	1	2	3

COMMENTS:

APPENDIX C, continued

II. PROFESSIONAL AND PERSONAL RELATIONSHIPS

1.	Communicates effectively with parents.	NA	1	2	3
2.	Promotes sport where applicable.	NA	1	2	3
3.	Follows all applicable rules and regulations set forth By governing agencies.	NA	1	2	3
4.	Athletic Director informed of all events.	NA	1	2	3
5.	Maintain proper sports medicine and CPR Certification.	NA	1	2	3
	OVERALL RATING IN CATEGORY II	NA	1	2	3

COMMENTS:

III. RELATED ACTIVITIES AND RESPONSIBILITIES

1.	Monitors academic progress of team members.	NA	1	2	3
2.	Responsible in care of equipment, including issues, Inventory and storage.	NA	1	2	3
3.	Is prompt in meeting team for practices and games.	NA	1	2	3
4.	Submits required forms and reports as required, in a timely manner.	NA	1	2	3
5.	Is cooperative in assisting booster clubs with their projects.	NA	1	2	3
	OVERALL RATING IN CATEGORY III	NA	1	2	3

COMMENTS:

APPENDIX D

2025-2026 Salary Schedule

	1	2	3	4	5	6	7	8
	B.A. (I)	B.A. + 10 (II)	B.A. + 20 (III)	MA (IV)	M.A. + 10 (V)	M.A. + 20 (VI)	M.A.+ 30 (VII)	M.A. + 40 (VIII)
0	$45,255.00	$46,477.00	$47,703.00	$49,781.00	$51,287.00	$52,799.00	$54,306.00	$55,813.00
1	$47,382.00	$48,640.00	$49,903.00	$52,043.00	$53,550.00	$55,062.00	$56,569.00	$58,076.00
2	$49,509.00	$50,803.00	$52,102.00	$54,306.00	$55,813.00	$57,325.00	$58,832.00	$60,338.00
3	$51,636.00	$52,971.00	$54,301.00	$56,569.00	$58,076.00	$59,587.00	$61,094.00	$62,601.00
4	$53,763.00	$55,134.00	$56,501.00	$58,832.00	$60,338.00	$61,850.00	$63,357.00	$64,864.00
5	$55,890.00	$57,297.00	$58,705.00	$61,094.00	$62,601.00	$64,113.00	$65,620.00	$67,127.00
6	$58,062.00	$59,492.00	$60,922.00	$63,357.00	$64,864.00	$66,376.00	$67,883.00	$69,389.00
7	$60,234.00	$61,692.00	$63,144.00	$65,620.00	$67,127.00	$68,638.00	$70,145.00	$71,652.00
8	$62,407.00	$63,886.00	$65,366.00	$67,883.00	$69,389.00	$70,901.00	$72,408.00	$73,915.00
9	$64,579.00	$66,081.00	$67,588.00	$70,145.00	$71,806.00	$73,462.00	$75,123.00	$76,784.00
10	$66,751.00	$68,281.00	$69,810.00	$72,408.00	$74,218.00	$76,028.00	$77,839.00	$79,649.00
11	$69,150.00	$70,765.00	$72,381.00	$75,123.00	$76,934.00	$78,744.00	$80,554.00	$82,364.00
12	$71,548.00	$73,250.00	$74,947.00	$77,839.00	$79,952.00	$82,061.00	$84,174.00	$86,288.00
13	$73,947.00	$75,734.00	$77,517.00	$80,554.00	$82,667.00	$84,776.00	$86,890.00	$89,003.00
14	$75,802.00	$78,065.00	$80,328.00	$84,174.00	$85,985.00	$87,795.00	$89,605.00	$91,415.00
15	$75,802.00	$78,065.00	$80,328.00	$84,174.00	$85,985.00	$87,795.00	$89,605.00	$91,415.00
16	$76,707.00	$78,970.00	$81,233.00	$85,079.00	$86,890.00	$88,700.00	$90,510.00	$92,320.00
17	$76,707.00	$78,970.00	$81,233.00	$85,079.00	$86,890.00	$88,700.00	$90,510.00	$92,320.00
18	$77,612.00	$79,875.00	$82,138.00	$85,985.00	$87,795.00	$89,605.00	$91,415.00	$93,225.00
19	$77,612.00	$79,875.00	$82,138.00	$85,985.00	$87,795.00	$89,605.00	$91,415.00	$93,225.00
20	$79,423.00	$81,685.00	$83,948.00	$87,795.00	$89,605.00	$91,415.00	$93,225.00	$95,036.00
21	$79,423.00	$81,685.00	$83,948.00	$87,795.00	$89,605.00	$91,415.00	$93,225.00	$95,036.00
22	$79,423.00	$81,685.00	$83,948.00	$87,795.00	$89,605.00	$91,415.00	$93,225.00	$95,036.00
23	$81,685.00	$83,948.00	$86,211.00	$90,057.00	$91,868.00	$93,678.00	$95,488.00	$97,298.00
24	$81,685.00	$83,948.00	$86,211.00	$90,057.00	$91,868.00	$93,678.00	$95,488.00	$97,298.00
25	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
26	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
27	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
28	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
29	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
30	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
31	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
32	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
33	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
34	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00
35	$83,948.00	$86,211.00	$88,474.00	$92,320.00	$94,130.00	$95,941.00	$97,751.00	$99,561.00

APPENDIX D

2026-2027 Salary Schedule

	B.A. (I)	B.A. + 10 (II)	B.A. + 20 (III)	MA (IV)	M.A. + 10 (V)	M.A. + 20 (VI)	M.A.+ 30 (VII)	M.A. + 40 (VIII)
0	$46,839.00	$48,104.00	$49,373.00	$51,523.00	$53,083.00	$54,647.00	$56,207.00	$57,766.00
1	$49,040.00	$50,342.00	$51,649.00	$53,865.00	$55,424.00	$56,989.00	$58,549.00	$60,108.00
2	$51,242.00	$52,581.00	$53,926.00	$56,207.00	$57,766.00	$59,331.00	$60,891.00	$62,450.00
3	$53,443.00	$54,825.00	$56,202.00	$58,549.00	$60,108.00	$61,673.00	$63,233.00	$64,792.00
4	$55,645.00	$57,064.00	$58,478.00	$60,891.00	$62,450.00	$64,015.00	$65,574.00	$67,134.00
5	$57,846.00	$59,303.00	$60,759.00	$63,233.00	$64,792.00	$66,357.00	$67,916.00	$69,476.00
6	$60,094.00	$61,574.00	$63,055.00	$65,574.00	$67,134.00	$68,699.00	$70,258.00	$71,818.00
7	$62,343.00	$63,851.00	$65,354.00	$67,916.00	$69,476.00	$71,041.00	$72,600.00	$74,160.00
8	$64,591.00	$66,123.00	$67,654.00	$70,258.00	$71,818.00	$73,383.00	$74,942.00	$76,502.00
9	$66,839.00	$68,394.00	$69,954.00	$72,600.00	$74,319.00	$76,034.00	$77,753.00	$79,472.00
10	$69,087.00	$70,671.00	$72,254.00	$74,942.00	$76,816.00	$78,689.00	$80,563.00	$82,437.00
11	$71,570.00	$73,242.00	$74,914.00	$77,753.00	$79,626.00	$81,500.00	$83,373.00	$85,247.00
12	$74,052.00	$75,813.00	$77,570.00	$80,563.00	$82,750.00	$84,933.00	$87,120.00	$89,308.00
13	$76,535.00	$78,385.00	$80,230.00	$83,373.00	$85,561.00	$87,743.00	$89,931.00	$92,118.00
14	$78,455.00	$80,797.00	$83,139.00	$87,120.00	$88,994.00	$90,868.00	$92,741.00	$94,615.00
15	$78,455.00	$80,797.00	$83,139.00	$87,120.00	$88,994.00	$90,868.00	$92,741.00	$94,615.00
16	$79,392.00	$81,734.00	$84,076.00	$88,057.00	$89,931.00	$91,804.00	$93,678.00	$95,551.00
17	$79,392.00	$81,734.00	$84,076.00	$88,057.00	$89,931.00	$91,804.00	$93,678.00	$95,551.00
18	$80,329.00	$82,671.00	$85,013.00	$88,994.00	$90,868.00	$92,741.00	$94,615.00	$96,488.00
19	$80,329.00	$82,671.00	$85,013.00	$88,994.00	$90,868.00	$92,741.00	$94,615.00	$96,488.00
20	$82,202.00	$84,544.00	$86,886.00	$90,868.00	$92,741.00	$94,615.00	$96,488.00	$98,362.00
21	$82,202.00	$84,544.00	$86,886.00	$90,868.00	$92,741.00	$94,615.00	$96,488.00	$98,362.00
22	$82,202.00	$84,544.00	$86,886.00	$90,868.00	$92,741.00	$94,615.00	$96,488.00	$98,362.00
23	$84,544.00	$86,886.00	$89,228.00	$93,209.00	$95,083.00	$96,957.00	$98,830.00	$100,704.00
24	$84,544.00	$86,886.00	$89,228.00	$93,209.00	$95,083.00	$96,957.00	$98,830.00	$100,704.00
25	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
26	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
27	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
28	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
29	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
30	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
31	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
32	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
33	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
34	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00
35	$86,886.00	$89,228.00	$91,570.00	$95,551.00	$97,425.00	$99,299.00	$101,172.00	$103,046.00

APPENDIX D

2027-2028 Salary Schedule

	1	2	3	4	5	6	7	8
	B.A. (I)	B.A. + 10 (II)	B.A. + 20 (III)	MA (IV)	M.A. + 10 (V)	M.A. + 20 (VI)	M.A.+ 30 (VII)	M.A. + 40 (VIII)
0	$48,478.00	$49,787.00	$51,101.00	$53,326.00	$54,940.00	$56,560.00	$58,174.00	$59,788.00
1	$50,757.00	$52,104.00	$53,457.00	$55,750.00	$57,364.00	$58,984.00	$60,598.00	$62,212.00
2	$53,035.00	$54,422.00	$55,813.00	$58,174.00	$59,788.00	$61,407.00	$63,022.00	$64,636.00
3	$55,314.00	$56,744.00	$58,169.00	$60,598.00	$62,212.00	$63,831.00	$65,446.00	$67,060.00
4	$57,592.00	$59,061.00	$60,525.00	$63,022.00	$64,636.00	$66,255.00	$67,870.00	$69,484.00
5	$59,871.00	$61,378.00	$62,886.00	$65,446.00	$67,060.00	$68,679.00	$70,294.00	$71,908.00
6	$62,198.00	$63,730.00	$65,261.00	$67,870.00	$69,484.00	$71,103.00	$72,717.00	$74,332.00
7	$64,525.00	$66,086.00	$67,642.00	$70,294.00	$71,908.00	$73,527.00	$75,141.00	$76,756.00
8	$66,852.00	$68,437.00	$70,022.00	$72,717.00	$74,332.00	$75,951.00	$77,565.00	$79,180.00
9	$69,179.00	$70,788.00	$72,402.00	$75,141.00	$76,920.00	$78,695.00	$80,474.00	$82,253.00
10	$71,505.00	$73,144.00	$74,783.00	$77,565.00	$79,504.00	$81,444.00	$83,383.00	$85,322.00
11	$74,075.00	$75,805.00	$77,536.00	$80,474.00	$82,413.00	$84,352.00	$86,291.00	$88,230.00
12	$76,644.00	$78,467.00	$80,285.00	$83,383.00	$85,647.00	$87,906.00	$90,170.00	$92,434.00
13	$79,214.00	$81,128.00	$83,038.00	$86,291.00	$88,555.00	$90,814.00	$93,078.00	$95,342.00
14	$81,201.00	$83,625.00	$86,049.00	$90,170.00	$92,109.00	$94,048.00	$95,987.00	$97,926.00
15	$81,201.00	$83,625.00	$86,049.00	$90,170.00	$92,109.00	$94,048.00	$95,987.00	$97,926.00
16	$82,171.00	$84,595.00	$87,019.00	$91,139.00	$93,078.00	$95,017.00	$96,957.00	$98,896.00
17	$82,171.00	$84,595.00	$87,019.00	$91,139.00	$93,078.00	$95,017.00	$96,957.00	$98,896.00
18	$83,140.00	$85,564.00	$87,988.00	$92,109.00	$94,048.00	$95,987.00	$97,926.00	$99,865.00
19	$83,140.00	$85,564.00	$87,988.00	$92,109.00	$94,048.00	$95,987.00	$97,926.00	$99,865.00
20	$85,079.00	$87,503.00	$89,927.00	$94,048.00	$95,987.00	$97,926.00	$99,865.00	$101,804.00
21	$85,079.00	$87,503.00	$89,927.00	$94,048.00	$95,987.00	$97,926.00	$99,865.00	$101,804.00
22	$85,079.00	$87,503.00	$89,927.00	$94,048.00	$95,987.00	$97,926.00	$99,865.00	$101,804.00
23	$87,503.00	$89,927.00	$92,351.00	$96,472.00	$98,411.00	$100,350.00	$102,289.00	$104,228.00
24	$87,503.00	$89,927.00	$92,351.00	$96,472.00	$98,411.00	$100,350.00	$102,289.00	$104,228.00
25	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
26	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
27	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
28	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
29	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
30	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
31	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
32	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
33	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
34	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00
35	$89,927.00	$92,351.00	$94,775.00	$98,896.00	$100,835.00	$102,774.00	$104,713.00	$106,652.00