



Cornell University
ILR School

BLS Contract Collection

Title: **Akron Public Schools and Akron Education Association Incorporated (AEA) (2002) (MOA)**

K#: **830325**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

#830325

MASTER AGREEMENT

between the
Akron Board of Education



and the
Akron
Education Association
Incorporated

1,800
Teachers



EFFECTIVE

July 1, 2002

through

June 30, 2005

124 pages

3/10/03

Foreward

This document is the sixteenth formal Agreement between the Akron Education Association and the Akron Board of Education dating from 1968, when Akron was the first district in the state to negotiate a comprehensive collective bargaining agreement. (The twelfth formal agreement between the Association and the Board was extended to cover the period July 1, 1993 through June 30, 1996.) As a comprehensive, mature document, it contains mutual understandings concerning salaries, fringe benefits, and conditions of employment for professional staff, which have evolved over the three decades of negotiations.

The contract is a dynamic one. As in previous Agreements, it specifies processes for clarifying and implementing the understandings that it contains. Moreover, if the Association and the Board follow the channels of communications contained herein, teachers and other members of the educational staff will be able to resolve mutual problems and achieve compatible objectives.

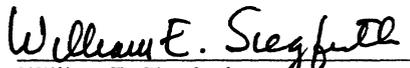
The chief objective for both parties—of course—is to provide the best educational programs for the students attending the Akron Public Schools. These contractual understandings will underwrite our joint efforts. Furthermore, this document represents a commitment to the community by providing for a period of stable management-employee relations.

By ratifying this contract, both parties have agreed to abide by the terms and conditions set forth herein. Hopefully, this document will help minimize the disputes and disagreements which occasionally arise and which interfere with our efforts to maximize our effectiveness as professional educators.

For the
Akron Board of Education

For the
Akron Education Association


C. Scott Romans
Spokesperson


William E. Siegfert
Spokesperson

Robert Knabe
Mary Outley
Fred Schuett
Lorenda Tiscornia
Paul Wetshtein

Ranay Hatherill
Jacquelyn Hovey
Neil Quirk
John Robishaw
Michael Rusnak



TABLE OF CONTENTS

ARTICLE I – PREAMBLE	1
1.01 Board Responsibility.....	1
1.02 Superintendent.....	1
1.03 Professional Staff.....	1
1.04 Mutual Understanding.....	1
1.05 Established Procedures.....	1
1.06 Stature of Contract.....	1
1.07 Non Discrimination.....	2
1.08 No Reprisal, No Retaliation.....	2
ARTICLE II – RECOGNITION	2
2.01 Job Code Numbers.....	2
2.02 Changes in Job Code Numbers.....	3
2.03 Recognition.....	4
ARTICLE III – PERSONNEL POLICIES	4
3.01 Definitions.....	4
3.02 Annual Time Schedule.....	6
3.03 Daily Rate of Pay.....	6
3.04 Work Day.....	6
3.05 Member Work Load.....	7
3.06 School Calendar.....	10
3.07 Non-Degreed Teachers.....	10
3.08 Pupil-Teacher Ratio (Student Loads).....	10
3.09 Appraisal.....	11
3.10 Disciplinary Interviews and Suspension.....	13
3.11 Reassignment and Transfer.....	14
3.12 Position Vacancy.....	21
3.13 Resignation, Termination, or Non-Renewal of Contract.....	22
3.14 Professional Personnel Records.....	25
3.15 Tuberculosis Test for Employees.....	26
3.16 Building Financial Statements.....	27
3.17 School Management.....	27
3.18 Staff and Other Meetings.....	29
3.19 Dialogue Day.....	32
3.20 Curriculum Review Committee.....	32
3.21 Textbooks.....	33
3.22 Special Education.....	33
3.23 Pupil Adjustment.....	35
3.24 Assault.....	37
3.25 Threat of Assault.....	38
3.26 Visitors.....	38
3.27 Facilities.....	38
3.28 Staff Participation in School Design.....	39
3.29 Grievance and Complaints.....	39
3.30 Pilot Programs.....	42
3.31 CPR Certification.....	42
3.32 Job Sharing.....	43
3.33 Middle School Study Committee.....	44
3.34 Entry Year/Mentor Program.....	44

3.35 Alternate Elementary School Day Schedule.....	46
3.36 Non-Resident Members Children in Akron Public Schools.....	46
3.37 Vocational Education Development Committee.....	46
3.38 Administrative Promotion/Placement.....	46
3.39 Psychologist Advisory Council.....	47
3.40 Alternative Programs.....	47
ARTICLE IV – ABSENCE AND LEAVE.....	47
4.01 Authorized and Unauthorized Absence.....	47
4.02 Notification In Case Of Absence.....	48
4.03 Certificate of Absence.....	48
4.04 Certificate of Health.....	48
4.05 Epidemic or Other Public Calamity.....	49
4.06 Absence and Salary Increments.....	49
4.07 Absence Covered by Sick Days.....	49
4.08 Sick Day Bank.....	51
4.09 Absence Other Than Sick Days.....	53
4.10 Leave of Absence.....	56
ARTICLE V – CONTRACTS AND CERTIFICATION.....	64
5.01 Contracts of Members.....	64
5.02 Teaching Certification of Full and Part Time Members.....	64
5.03 Professional Certificates.....	66
5.04 Permanent Certificates.....	66
5.05 APS-AEA Local Professional Development Committee.....	66
5.06 Professional Growth Plan.....	67
ARTICLE VI – SELECTED JOB DESCRIPTIONS.....	67
6.01 The Elementary and Secondary Counselor Position.....	67
6.02 The Librarian Position.....	70
6.03 The Kindergarten Position.....	71
6.04 Pre-Kindergarten/Head Start Teachers.....	72
6.05 Physical and Occupational Therapists.....	74
ARTICLE VII – RIGHTS OF AEA.....	75
7.01 New Staff Members.....	75
7.02 New Teacher Luncheon.....	75
7.03 Written Communication.....	75
7.04 Forms.....	75
7.05 Professional Conferences and AEA Activities.....	75
7.06 Payroll Deductions.....	76
7.07 Agency Fees.....	76
7.08 26-Pay Plan.....	77
7.09 Use of School Mails and Bulletin Boards.....	77
7.10 Use of School Facilities and Equipment.....	77
7.11 AEA Business.....	77
7.12 Extra Duties for Building Representatives.....	78
7.13 Released Time for AEA Building Representative.....	78
7.14 Financing of the Public Schools.....	78
7.15 Joint Professional Problems Committee.....	78
7.16 AEA President and/or Vice President.....	79
7.17 Rights of Members Under This Agreement.....	79

7.18 Student Activity Passes.....	79
7.19 Electronic Payroll Deposit.....	79
	79
ARTICLE VIII – SALARIES.....	
8.01 Salary Schedule.....	79
8.02 Longevity Increments.....	80
8.03 Counselor, Librarian and Psychologist.....	80
8.04 Substitute Teacher.....	80
8.05 Extra Pay for Extra Duty.....	81
8.06 Mileage.....	84
8.07 Board Pickup of Member Contributions to STRS.....	85
8.08 Combination Class Pay.....	85
8.09 Changes in Training Levels.....	85
8.10 Vacation.....	86
8.11 Hourly Compensated Teachers.....	87
8.12 Tutors.....	88
8.13 Co-Curricular Transportation Allowance.....	88
8.14 Additional Speech/Hearing Therapist and Psychologist Funded Through Medicaid..	88
8.15 Special Education Teacher IEP Day/Supply Allowance Option.....	88
8.16 ROTC.....	88
8.17 Class Coverage.....	89
8.18 Licensed Physical Therapy Technicians and Licensed Occupational Therapy Technicians.....	89
8.19 Part-time Sick Leave Accrual.....	90
8.20 Master + GSH/CEU Lane.....	90
8.21 Speech Language Pathologists (SLP's).....	91
8.22 Elementary Classroom Supply Allowance.....	91
ARTICLE IX – FRINGE BENEFITS.....	91
9.01 Hospital, Surgical and Major Medical Insurance.....	91
9.02 Term Life Insurance.....	92
9.03 Income Protection Insurance.....	93
9.04 Tax Sheltered Annuities.....	93
9.05 Prescription Insurance.....	93
9.06 Deductions for Akron Teachers Credit Union.....	94
9.07 Severance Pay.....	94
9.08 Dental Insurance.....	95
9.09 Vision Insurance.....	95
9.10 Employee Assistance and Employee Wellness Programs.....	95
9.11 Closed Panel HMO and Preferred Provider Organizations.....	95
9.12 PPO Enhancement Program.....	96
9.13 Health Screening Program.....	96
9.14 Health Benefits Advisory Committee.....	96
9.15 Section 125 Benefit Premium Only Plan.....	97
9.16 Theft and Vandalism Fund.....	97
9.17 Early Retirement Announcement.....	97
9.18 Insurance Opt-Out.....	97
ARTICLE X – EXTENDED SERVICES.....	98
10.01 Definitions.....	98
10.02 Program Description.....	98
10.03 Rights.....	98
10.04 Applications.....	98

10.05 Selection for Summer and Evening High School.....	98
10.06 Notification.....	99
10.07 Facilities.....	99
10.08 Summer School.....	99
10.09 Evening School.....	100
ARTICLE XI – NEGOTIATION PROCEDURES.....	100
11.01 Initiation of Procedures.....	100
11.02 Negotiating Committees.....	100
11.03 Good Faith.....	100
11.04 Furnishing Information.....	101
ARTICLE XII – AGREEMENT.....	101
ARTICLE XIII – IMPASSE.....	101
13.01 Fact-finding.....	101
13.02 Appointment.....	101
13.03 Procedures.....	101
13.04 Recommendations.....	101
13.05 Mediation.....	102
13.06 Costs.....	102
13.07 In-Term Bargaining.....	102
ARTICLE XIV – DURATION.....	102
14.01 Effective Date.....	102
14.02 Initiation of Negotiations.....	102
14.03 Year-Round School.....	102
14.04 Ratification	103
14.05 Reopening.....	103

ARTICLE I - PREAMBLE

The Board of Education of the Akron City School District (hereinafter referred to specifically as the Board, and collectively with the Superintendent and his staff as the employer) is charged with the responsibility of providing the most effective public education possible for the students of this school district.

1.01 Board Responsibility

It is cognizant of Ohio law which specifies that the Board has the responsibility and the final authority to make policy decisions and to administer its schools, exercising in the process the best possible management of these responsibilities as entrusted to it by the school community, including the most astute use of that same community's school funds.

The Board and the Association recognize the value of implementing the practices of Site-Based Management. To support that process, it is recognized that every effort should be made to move decisions to the building level, specifically within the scope of Building Leadership Teams where such teams have been established.

1.02 Superintendent

The Superintendent and his staff (hereinafter referred to as the Superintendent) are responsible for implementing the policies established.

1.03 Professional Staff

The professional staff has the responsibility of carrying out the best possible program of education under the policies of the Board in order to provide a quality education for all pupils.

1.04 Mutual Understanding

The Board, the Superintendent, and the AEA can best carry out their respective responsibilities in an atmosphere of understanding and mutual respect.

The Superintendent and President of the AEA shall meet in private at least once quarterly at the request of either individual to discuss matters of educational policy and development as well as matters relating to the implementation of these policies.

1.05 Established Procedures

It is recognized that the best interests of public education will be served by procedures established to provide an orderly method for the Board, the Superintendent and representatives of the AEA to discuss such matters as are specified herein, and to formalize agreements reached in these matters.

1.06 Stature of Contract

If any portion of this Agreement be in violation of any applicable laws, then that portion in disagreement shall be considered null and void, without however, impairing any other portion of this Agreement.

1.07 Non Discrimination

This Agreement is part of the policies of the Board and shall be administered without regard to race, age, religion, color, national origin, sex, marital status or handicap. Violation of any portion of this Agreement by any employee shall be grounds for disciplinary action to such form and manner as the Board may deem proper.

1.08 No Reprisal, No Retaliation

No member of the bargaining unit shall be adversely treated, restrained, interfered with or coerced as a result of filing a grievance or seeking Association assistance on any matter under this Agreement.

Neither the board nor the AEA shall engage in, condone, encourage, or permit retaliation against any person due to that person's participation or refusal to participate in strike-related activities. The Superintendent and the President shall take affirmative action to discourage and eliminate any and all retaliatory conduct which is brought to their attention.

In addition, either party shall institute or pursue any claims, grievances, or unfair labor practice charges against the other based upon strike-related activities.

ARTICLE II - RECOGNITION

2.01 Job Code Numbers

The Board hereby recognizes the AEA as the sole and exclusive representative for all persons in the following job codes:

- 006 Teacher, TS 380
- 015 Art Therapists
- 016 Music Therapist
- 017 AEA President
- 018 AEA Vice President
- 021 Program Specialist/Resource Teacher/Team Coordinator
- 024 Speech Therapist
- 033 Librarian
- 039 Teacher, Individual Services
- 042 Teacher, Substitute
- 043 Teacher, Long Term Substitute
- 045 Site-Based Leader
- 050 Consultant/Montessori Specialist
- 054 Counselor
- 055 Counselor, TS 522
- 059 Substitute Psychologist
- 060 Psychologist, Intern
- 061 Psychologist, TS 380
- 062 Psychologist, TS 412
- 063 Psychologist, TS 442
- 065 Psychologist, TS 411
- 125 Occupational Therapist
- 129 Physiotherapist
- 130 Licensed Physical and Occupational Therapy Technicians
- 416 School Psychologist (Daily)
- 424 Instructor, Jr. ROTC, TS 422

428	Commanding Officer, Jr. ROTC, TS 422
452	Language Arts Inst. Assist., Degreed/Certified
453	Teacher, Special Projects
454	Elementary Inst. Asst., Degreed/Certified
476	Teacher, Extended Day Program
524	Teacher, Evening High School
526	Substitute Teacher, Evening High School
535	Teacher, Adult Vocational Services, Part-Time
538	Teacher, Adult Vocational Services, Substitute
539	Teacher, Infants/Toddler, Adult Voc. Services
550	Teacher, Adult Vocational Services
553	Placement Specialist, Adult Vocational Services
574	Nurse Instructor, Akron School of Prac. Nursing
576	Teacher, School of Prac. Nursing, TS 380
577	Teacher, School of Prac. Nursing, TS 442
578	Teacher, School of Prac. Nursing/Clinical Inst.
579	Sub. Teacher, School of Practical Nursing
606	Teacher, Summer Elem. Education Center
608	Substitute Teacher, Summer Elem. Ed. Center
626	Teacher, Summer Secondary School
628	Substitute Teacher, Summer Secondary School
648	Teacher, Summer Music Program
652	Substitute Teacher, Summer Music Program
676	Teacher, Summer ESEA
678	Substitute Teacher, Summer ESEA
686	Teacher-In-Charge, Summer ESEA
692	Counselor, Summer ESEA
700	Teacher-In-Charge, Summer DPPF
701	Teacher, Summer DPPF
702	Substitute Teacher, Summer DPPF
703	Counselor, Summer DPPF
714	Teacher, Summer Ext. Ed. Program
715	Counselor, Summer Ext. Ed. Program
750	Teacher, Adult Basic Education
752	Teacher, Adult Basic Education, Part-Time
764	Teacher, Pre-Kindergarten
765	Teacher, Associate Degree, Pre-Kindergarten
766	Substitute Teacher, Pre-Kindergarten
767	Teacher, Non-degree, Pre-Kindergarten
769	Head Start Teacher - Child Development Associate Credential
771	Head Start Speech Pathologist
772	Psychologist, Pre-Kindergarten
972	Teacher, Non-Public Schools, Aux. Services
973	Teacher, Non-Public Schools, Aux. Services, Part-Time
974	Home Visitor, Non-Public Schools, Aux. Services
976	Counselor, Non-Public Schools, Aux. Services
978	Psychologist, Non-Public Schools, Aux. Services
982	Teacher, Non-Public Schools, ESEA

2.02 Changes in Job Code Numbers

The job code numbers above are based on the present organizational chart. Recognition of the individuals in the categories shall not be affected by future changes in job code numeration.

2.03 Recognition

Recognition of the AEA by the Board shall be for the purpose of formulating agreements concerning salaries, fringe benefits, working conditions and all other items which are mutually agreed upon.

ARTICLE III - PERSONNEL POLICIES

3.01 Definitions

A. Professional Staff

The "professional staff" includes teachers, supervising teachers, program specialists, learning specialists, resource teachers, coordinators, psychologists, counselors, assistant principals, unit principals, principals, directors, executive directors, assistants to the Superintendent, executive assistants, the Superintendent and any other personnel required to be certificated by the State Department of Education.

B. Employees

An "employee" is any person holding a position in the Akron Public Schools, subject to appointment, removal, promotion or reduction by the Board of Education or by the Superintendent of Schools or by his representative or by the Civil Service Commission. This term may include members of the professional staff, the Treasurer, persons in coordinate, architectural and engineering services; persons in part-time teaching positions; members of the clerical and secretarial staffs, members of the maintenance and operations staffs; members of the food services staff, and members of the educational assistants' staff.

C. Member

"Member" means all certificated persons employed by the Board for which the AEA is the recognized representative as defined in Article II, Section 2.01 of this Agreement.

D. Work Days

Work days are those days established by the school calendar adopted by the Board pursuant to Section 3.06 on which employees are to be in attendance.

E. Immediate Family: Death

For Death, the "immediate family" includes father, mother, sister, brother, husband, wife, child, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepson, stepdaughter, stepfather, stepmother, stepbrother, stepsister, step grandchild, any individual directly responsible for the rearing of the member or any dependent person in the immediate household.

For Death, "other relative" includes a grandparent, uncle, aunt, cousin, niece, nephew, and in-laws other than those described in the preceding paragraph.

F. Immediate Family: Personal Illness

For personal illness, the "immediate family" includes husband, wife, a dependent son, a dependent daughter, any dependent person residing in the immediate household; or a father, mother, sister or brother, son or daughter who is seriously ill.

G. Treasurer

The "Treasurer" shall mean the Treasurer of the Board.

H. President

The "President" shall mean the President of the AEA.

I. Executive Director - Human Resources

The "Executive Director - Human Resources" shall mean the Executive Director - Human Resources, unless otherwise specified.

J. Seniority

1. "Seniority" shall mean a numerical ranking based upon the total length of continuous full-time service with the Board. In the event that two members have the same number of years of continuous service, the member with the earlier date of hire shall have the greater seniority.
2. "Classification seniority" applies only to counselors and shall be the total length of continuous service in that classification with the Board. When, for the purposes of transfer or reduction in force, two or more counselors have identical classification seniority, total seniority in the Akron Public Schools shall determine the most/least senior of the counselors with identical classification seniority.

K. Curriculum

"Curriculum" shall be considered the planned program of instruction and Co-curricular activities authorized by the board.

L. Personal Business

"Personal Business" is an obligation or emergency over which the member has no control and which requires immediate attention.

M. Full Time

"Full Time" means any certified member contracted under time schedule 380 (or more) who works five (5) hours or more per day, five (5) days per week.

N. Co-Curricular Activities

"Co-curricular activities" shall be those activities for which the Board issues a supplemental contract.

O. Middle School

Whenever there is reference to secondary school or a secondary school member in this Agreement, it shall include middle schools and middle school members.

P. Preparation

A preparation is any class designated by an individual course code assigned by the Superintendent and offered for credit. "Independent Study" shall not be considered a preparation.

Q. Master Equivalency

Master Degree Equivalency on the salary schedule shall mean completion of 30 graduate semester hours or 45 graduate quarter hours of credit after completion of Bachelor Degree.

Effective July 1, 2000, no employee can enter the Master Degree lane on the teachers' salary schedule without actually holding a Master Degree from an accredited university.

Effective July 1, 1994, the Master Degree +18 Graduate Semester Hours lane on the teachers' salary schedule shall be amended by adding "Equivalency +18."

Effective October 1, 2000, no employee can enter Equivalency +18 Graduate Semester Hours lane on the teachers' salary schedule without actually holding a Master Degree from an accredited university and earning an additional 18 Graduate Semester Hours since the degree was conferred.

Effective July 1, 1994, no new employee can qualify for an equivalency degree lane on the teachers' salary schedule.

3.02 Annual Time Schedule

The "time schedule" covering the school year, the numbers of days within the school year, and the calendar for the school year are established annually by the Board.

Members shall be paid their daily rate of pay for each day that they are required to work during the summer in excess of their time schedule.

3.03 Daily Rate of Pay

The "daily rate of pay" of members is determined by dividing the total annual salary for the school year by the total number of days for the employment classification (job code).

3.04 Work Day

A. Lunch Period

Members shall have an uninterrupted, duty-free lunch period of at least thirty (30) minutes during each school day.

B. Elementary – Secondary – Counselors

The work day for elementary school teachers shall not exceed 435 minutes.

The work day for secondary school teachers shall not exceed 450 minutes.

The work day for counselors shall not exceed 480 minutes.

C. Continuity of Instruction

The superintendent shall attempt to arrange the work schedule of custodians and maintenance personnel to avoid the interruption of instruction.

In the case of construction work scheduled during the school day, the Superintendent shall attempt to arrange such construction work to be done in a manner as to avoid undue interruption of instruction, but not so as to impose undue costs.

3.05 Member Work Load

Service related to or sponsored by the employer, other than the days established in the school calendar or in addition to the minutes per day established by this Agreement, shall be voluntary and not a part of the member's work load.

Members shall not be required to supervise or be responsible for supervision of non-instructional programs which the Board may add to the school day without prior consultation between the Superintendent and the AEA.

Elementary art, music, and physical education instructors who are assigned more than twenty-eight (28) periods per week shall not be assigned duty responsibilities.

Members assigned to an elementary school (p.m.) and secondary school (a.m.) shall report to school twenty (20) minutes prior to their first instructional period, and the member shall not be assigned a homeroom or duty. In no case shall such member's work day exceed 450 minutes.

The Board shall, wherever possible, initiate and/or continue state, national, or locally funded programs to provide educational assistants for the performance of non-teaching administrative, clerical and/or supervisory tasks.

Whenever possible members shall not be required to perform record keeping or other clerical duties pertaining to the lunch program. This shall include the collection and accounting of the lunch monies and/or tickets.

Members shall not be required to perform custodial duties.

Members work loads shall be within the limits established by the State Department of Education. In addition:

A. Attendance in study halls shall not exceed one hundred (100) pupils per supervisor.

B. Secondary teachers in English, social studies, science and mathematics shall be assigned not more than six (6) classes per day with an optimum of two (2) preparations and a maximum of three (3) preparations.

- C.** Members shall not be required to remain in the classroom when a teacher certificated to teach in a special area such as music, art, industrial arts, physical education, home economics, and/or foreign language is in charge. Substitutes shall be provided in the absence of any certificated teacher in any subject area unless the substitute list is exhausted.
- D.** The daily work load for a secondary teacher in the Akron Public Schools is six (6) regular class periods, one (1) period of special duty (study hall), one (1) conference period, and a homeroom assignment.
- E.** Class size shall be within the limits established by the North Central Association, and as funds become available, the Superintendent shall reduce class sizes.
- F.** The maximum size for all special education classes shall conform to federal and state regulations and/or specifications. When no specifications have been formulated, the maximum enrollment for special education classes shall not exceed twenty (20) pupils.
- G.** In library periods where the average daily attendance exceeds fifty (50), an additional staff member or an educational assistant will be on duty.
- H.** Each secondary teacher shall, in addition to his/her lunch period, have not less than five (5) planning periods per week.
- I.** Any member in grades 1-6 shall be provided with at least 180 unassigned minutes per week break in pupil contact time. Members shall have the time provided within the school day, with blocks of time of not less than 15 minutes each. In addition, each member shall have a 30-minute duty-free lunch.
- J.** Members who are assigned to more than one (1) building each day shall not be assigned a homeroom or duty.
- K.** Special education units – housed at the elementary level – shall receive the same allotment of time for art, music and physical education as is provided each section of students in grades K-6.

Special education students – in grades Kindergarten through sixth – shall be provided art, music and physical education taught by a special subject teacher. The instructional time may be provided to the entire class during the same time period or qualified special education students may be mainstreamed, whichever is the least restrictive alternative. No special subject teacher (art, music, physical education) shall be required to instruct, at one time, more than three (3) mainstreamed special education students who are not ordinarily instructed with the regular class.

- L.** Members shall not be required to perform evening surveillance duty.
- M.** Members shall not be assigned restroom supervision as a regular duty period.
- N.** Forms

The Board is committed to reducing the amount of paperwork required of teachers, and to that end, all forms, developed and distributed on a district wide basis, which are used to report or record student progress or achievement, shall be reviewed by the Association

in accordance with section 7.04 of this Agreement. Any new or revised form intended for district wide distribution shall include a statement of necessity which explains the need for the form. Members shall not be required to complete forms subject to this section, until the Association has been provided an opportunity to review the form(s).

Resolution of any dispute over the necessity of a form shall be resolved through mediation, which, in this instance, shall be final and binding. The parties agree that any disputed form shall not be distributed until the mediator's decision or other resolution by the parties. This provision shall not apply to forms which are developed to obtain data required by any governmental entity.

In addition, the parties agree to establish a paperwork reduction review process. The parties shall mutually appoint an equal number of members to a committee which shall meet annually and make recommendations to the Superintendent for the reduction of paperwork.

O. Standardized Testing Assistance

The Board will annually provide financial assistance to the buildings for the preparation and administration of the standardized testing program as follows:

1. High Schools will receive Eight Hundred Dollars (\$800) per year;
2. Middle Schools will receive Six Hundred Dollars (\$600) per year;
3. Elementary Schools will receive Funding based upon the number of regular education classrooms:
 - 1-10 Three Hundred Dollars (\$300) per year;
 - 11-15 Four Hundred Twenty Dollars (\$420) per year;
 - 16-25 Six Hundred Dollars (\$600) per year;
 - 26 + Eight Hundred Dollars (\$800) per year.

The funding is earmarked for the provision of support in the preparation and administration of standardized testing.

P. Submission of Grades

Members shall submit student grades to the appropriate office within one week after the close of the grading period.

Q. Eight Period Day

The eight (8) period day shall be the standard schedule in high schools of the Akron Public Schools. The eight (8) period day in secondary schools shall be defined as eight (8) class periods, each of which shall be fifty (50) minutes in length.

In schools where the eight period day is in effect, the daily work load for secondary teachers is five (5) regular classes, one (1) period of special duty, one (1) conference period and one (1) lunch period. Additionally, teachers in English, social studies,

science and mathematics shall be assigned an optimum of two (2) preparations and a maximum of three (3) preparations.

Assignments of any sixth (6th) regular class in lieu of a duty shall be voluntary and shall be offered on the basis of seniority.

The duration of pupil entry and exit, traditionally 8:00 a.m. to 3:15 p.m., shall not exceed four hundred thirty-five (435) minutes for the purpose of building supervision responsibilities.

References in the Master Agreement based on the nine (9) period day for purpose of workload or compensation shall be adjusted proportionately.

3.06 School Calendar

The Board shall adopt its school calendar two years in advance. The calendar shall designate 1) work days with students; 2) work days without students; 3) paid holidays; 4) non-paid holidays; 5) Parent-Teacher Conference days, and 6) optional in-service days, if applicable.

The School Calendar Committee represents all bargaining units recognized by the Board. The School Calendar Committee shall be composed of one (1) representative for each 500 persons or fraction thereof represented by AEA; National Conference of Firemen and Oilers, Local 100 (Maintenance, Building, Grounds, Warehouse and Transportation Employees); Akron Association of Classified Personnel, Ohio Education Association; OAPSE Local 689; national Conference of Firemen and Oilers, Local 100 (Child Nutrition Service Employees); OAPSE Local 778 and OAPSE Head Start Bargaining Unit.

Two (2) choices for the distribution of School Calendar days to be negotiated annually by the School Calendar Committee and the Superintendent shall be placed on a referendum ballot.

The School Calendar adopted by the Board shall be determined by a referendum of all personnel who shall vote on the two (2) choices negotiated by the School Calendar Committee (the composition of which has been defined heretofore) and the Superintendent. The complete results of this balloting shall be posted in each building.

3.07 Non-Degreed Teachers

Non-degreed persons hired to teach vocational programs must work with an approved university vocational teacher education program to obtain a standard four-year vocational certificate to be eligible for continuous employment.

3.08 Pupil-Teacher Ratio (Student Loads)

For grade 5 on a system wide basis, the pupil-teacher ratio shall not exceed 26 to 1, or the state minimum standards, whichever is lower.

The pupil-teacher ratio for each building shall be determined annually after the first 25 student days and shall be reported to the Board at its next regular meeting.

For the purpose of computing the pupil-teacher ratio, the Superintendent, executive assistants, specially certified teachers of art, music and physical education in the elementary schools, learning specialists, supplementary personnel assigned to teaching programs under special funding such as ESEA and DPPF, principals, assistant principals, counselors, educational assistants, office support personnel, clerks and all others, certificated or otherwise, who are not

assigned responsibility for instruction in the regular school curriculum, shall not be included as a teacher. Enrollments in Kindergarten shall be computed at one-half (1/2) when the Kindergarten teacher is assigned all day in one (1) building excepting those buildings where All-Day Kindergarten program is in effect.

Special education students, included in the regular classroom, shall be counted in class size computations for the purpose of assigning new enrollees to a class. Special education students who are mainstreamed into a class for up to one-half (1/2) day shall be considered as one-half (.5). Students who are mainstreamed greater than one-half (1/2) shall be considered as one (1.0).

After the first 25 student days, the pupil-teacher ratio in grades 1 through 6 shall be determined by dividing the number of pupils in attendance by the number of classroom teachers.

In grades 7 through 12 in the academic disciplines, the pupil-teacher ratio for each teacher is to be determined by dividing the number of teaching periods into the total number of students instructed.

The daily student load for each secondary school teacher (grades 7 through 12 inclusive) shall not exceed the limits established by the North Central Association guidelines for grades 9-12 (presently 170). As funds become available, the Superintendent shall reduce student loads.

The Board and the Association agree that the pupil-teacher ratio of 26 to 1, for grade 5 on a system wide basis, shall remain in force for the length of the Agreement.

3.09 Appraisal

Appraisal is the process of arriving at judgments about a member's performance.

The appraisal program pertaining to the performance of a member shall be conducted openly and with the full knowledge of the member. The member shall be given a copy of any written report pertaining to his/her performance, regardless of the medium on which such report is contained. Said copy shall be given to the member within five (5) work days. The member shall have the right to permanently attach to each written report a written response or reaction.

Should there be more than four (4) administrative observations during a school year, the member shall be notified in writing of the reason(s) for the additional observations. Likewise, should there be more than four (4) supervisory observations during the school year, said member shall be similarly notified.

Audio or video equipment may not be used for the purpose of observing or evaluating a member's performance unless the member has provided written permission for such equipment to be used.

The performance appraisal program shall include visitation, observation and evaluation. These are defined as:

Visitation: any contact by an administrator or supervisor intended to provide information for the appraisal of the teacher.

Observation: a written record of an administrator's or supervisor's observation, based on visitation(s), provided to the teacher on the Observation and Appraisal Report Form. In the areas of "Conducting the Lesson" and "Planning the Lesson," such observation shall be dated and shall reflect only what was observed on the date indicated.

Evaluation: a determination, at the end of the school year, of the quality of the teacher's performance during the year. A written report is provided to the teacher through the year-end Teacher Evaluation Form.

A. Evaluation

Evaluation is conducted for the purpose of improving instruction, analyzing member performance with respect to continued employment, promotion, and non-renewal or contract termination.

Evaluation shall be the responsibility of the principal. The annual evaluation report shall be distributed to the member no earlier than the fifteenth (15th) day prior to the member's last work day, and no later than the third (3rd) day prior to the member's last work day.

In those cases where a member is required to evaluate his/her own performance, a conference with the building principal shall be required, prior to the transmittal of the evaluation to the Department of Human Resources.

In the areas of "Conducting the Lesson" and "Planning the Lesson," the evaluator shall use only that information provided to the member on the observations conducted during the school year for which the evaluation is being made.

A member shall not be requested or required to sign any evaluation until it is fully completed and signed by the principal.

At the request of the member or principal, a conference with the principal shall be held within five (5) work days after the receipt of the written evaluation. When a conference is held subsequent to an evaluation of a member, attendance shall be limited to the principal, the AEA representative, and the member.

Such written reports and observations as a principal may keep in order to aid in the preparation of the evaluation shall be made available for the member's inspection upon request.

B. Administrative Visitation and Observation

Administrative visitation shall be made by the Superintendent, executive assistant, building principal, director, coordinator, assistant or unit principal. When a visitation extends beyond fifteen (15) minutes, the administrator shall provide a written observation. When a visitation is less than fifteen (15) minutes, the administrator may exercise discretion as to whether or not to prepare an observation.

When an observation is made by the visiting administrator, a signed and dated copy of the observation is to be submitted to the member within five (5) work days after the visitation. Copies of such observations by the above administrators may be filed in the member's personnel folder. At the request of the member or the administrator providing the observation, a conference with the administrator shall be held within five (5) work days after the receipt of the observation. If the administrator is a coordinator or director, the administrator must review the observation with the member prior to discussing or submitting the observation to the building principal and before a copy is submitted to the member's file.

C. Supervisory Visitation and Observation

Supervisory visitation and observation are conducted for the purpose of improving instructional competencies within the classroom setting. Supervisory visitations and observations may be made by learning specialists or supervising teachers. When a visitation extends beyond fifteen (15) minutes, the supervisor shall provide a written observation. When a visitation is less than fifteen (15) minutes, the supervisor may exercise discretion as to whether or not to prepare an observation.

When an observation is made by the visiting supervisor, signed and dated copies are to be submitted to the building principal and the member within five (5) work days after the visitation. These observations shall not be filed in the Department of Human Resources; they may not be used in any proceeding concerned with termination or non-renewal if member's contract.

D. Limited or Continuing Contract

Members with a limited contract shall be evaluated annually in accordance with Section 3.09. Members with a continuing contract shall be evaluated once every three years in accordance with Section 3.09.

If the building principal determines there is a performance problem in years other than those where evaluation is required, the principal shall notify the Superintendent and the President. The teacher shall be subject to appraisal in accordance with Section 3.09. Within five (5) school days after an observation, a continuing contract teacher shall have the right to request a second party observation from individuals identified in Section 3.09, including learning specialists. Within five (5) days of the second observation, the results of both observations will be made available to the Superintendent and the President.

In accordance with Section 3.09, principals shall have the right to make classroom visits and review lesson plans during the visit, and to discuss classroom performance with teachers anytime during the teachers' employment.

E. Clear Direction

In the event inconsistent directions are provided a member as a result of administrative and/or supervisory visitations and observations, directions provided by the building principal shall take precedence over all others. The member may request a conference with the principal and such other authorized evaluators as necessary in order to establish clear direction for him/her. When such a conference is requested, it shall be held within five (5) work days.

3.10 Disciplinary Interviews and Suspension

No member shall be disciplined without just cause or because of the exercise of the right of freedom of speech or any other constitutionally guaranteed right. The provisions of this section shall not apply to a suspension related to termination proceedings.

A. Definition

A disciplinary interview may be conducted by a field administrator, a central office administrator or the Executive Director – Human Resources. Disciplinary interviews conducted by the Executive Director – Human Resources may result in a written reprimand for the member or a suspension with pay.

A disciplinary interview conducted by a field or central office administrator may result in a written reprimand for the member. Any decision by the field or central office administrator to forward a written reprimand to the Department of Human Resources shall be made known to the member in the written reprimand.

B. Procedures

In all disciplinary interviews, the following procedures shall apply:

1. A member shall receive a written notice at least twenty-four (24) hours prior to holding a disciplinary interview. Said notice shall contain the time and place of said interview and shall include the reason(s) for said disciplinary interview.
2. The interview shall be conducted in private, except that the member may request the presence of an AEA representative. When such a request is made, the interview shall not proceed until the representative is in attendance, unless the representative is unable to attend within five (5) work days.
3. No document shall be used by either party at any disciplinary interview conducted by an administrator for the Department of Human Resources unless a copy of such document has been provided to the other party in advance of the disciplinary interview.
4. If a disciplinary conference is conducted by a field or central office administrator, the member involved in the conference has five (5) work days in which to appeal the decision to the Executive Director – Human Resources. The appeal shall be heard in a meeting between the member and the Executive Director – Human Resources which shall take place no less than ten (10) work days after the appeal request. The member shall have the right to the presence of an AEA representative at the meeting. If the disciplinary interview is conducted by the Executive Director – Human Resources, the member has five (5) work days from the time of the finding to process a grievance.
5. The member shall have the right to submit a written rebuttal to any written reprimand filed under this section. The rebuttal will be attached to the written reprimand.

3.11 Reassignment and Transfer

Reassignment and transfer of members outside this section shall be limited to the following items and only after consultation with the President: (a) to achieve or maintain a balance of race or sex of the staff within each building; (b) at least sixty percent (60%) of the staff in each building shall have had prior teaching service in the Akron Public Schools; (c) to protect a member's continuing employment.

The necessity for maintaining comprehensiveness and staffing for co-curricular activities may constitute overriding reasons for transfer outside this established policy. The Department of Human Resources shall notify the President of the circumstances requiring transfer outside this established policy at the time such deviations from established policy occur. No more than two (2) full-time members may be reassigned from one (1) school building to another during any school year under this exception.

The superintendent shall furnish to the AEA the most current draft copy of each school's building organization sheet not later than July 15.

Additionally, the Superintendent shall provide to the AEA a record of all reassignments made under the provisions hereunder. Records of reassignments made as a result of the annual initial staffing in response to known vacancies and properly filed transfer requests shall be provided at the time teachers are notified of their inter-building reassignments or transfers. The provision of these records shall mark the conclusion of the annual initial staffing. Records regarding reassignments made after the annual initial staffing shall be provided to the AEA within seven (7) calendar days after requested by the AEA or the first student day, whichever is earlier.

Shared Classrooms

Whenever the number of teachers assigned to an elementary building exceeds available classroom space, a member in that building may agree to share a classroom with another member. A shared classroom is a classroom to which two (2) full time members and two (2) classes are assigned, or a classroom to which a full time floating teacher is assigned for a portion of the day. Members cannot be required to share a classroom.

All shared classroom vacancies shall be filled in the same manner as vacancies in 3.11A and B. Shared classroom assignments are for one year only. Such assignments may be renewed if the need for them continues the following year, and if the parties agree to continue the shared classroom arrangement.

In the event there is no longer a need for a shared classroom assignment, or in the event members decline to continue sharing a classroom, the following shall apply if the transfers are necessary:

If a vacancy exists in the building, the member who transferred into the building specifically for the shared assignment may accept the vacancy or transfer out of the building.

If a vacancy does not exist in the building, the member who transferred into the building for the shared assignment shall file a decrease in enrollment transfer.

If a vacancy does not exist in the building, and no member was transferred to the building specifically to share a classroom assignment, then the least senior member in the building will be transferred in accordance with 3.11B.

When assignment of additional staff to a building requires one or more shared classroom arrangements, and there are no members in the building volunteering to share a classroom in order to accommodate additional staffing, the Board may decline to assign additional staff to the building.

A. Intra-Building Transfer or Reassignment

A member desiring to transfer from one (1) grade level to another or from one (1) subject to another within the building shall file a request for transfer with the building principal prior to May 1. The building principal shall notify the member in writing prior to May 10 of the approval or disapproval of such request; if the request is disapproved, the notification shall include the reason for such disapproval. Decisions in these transfers are subject to appeal, in writing, to the Executive Director – Human Resources, who shall respond to each appeal in writing. The appeals process shall be completed by May 20.

In the event the principal's decision is upheld by the Executive Director – Human Resources, the member may elect to file an Inter-Building transfer request as outlined in **B. 1. b. 1.** below, specifying the vacancy requested in the Intra-Building Transfer request denied by the principal.

B. Inter-Building Transfer or Reassignment

Inter-building transfer and reassignment of full time members only shall be on the basis of seniority in the Akron Public Schools.

1. Inter-Building Transfer or Reassignment – Annual Initial Staffing

When selecting members for transfer and/or selecting members to fill vacancies occurring during the annual initial staffing, priorities shall be observed in the following order:

- Reassignments due to building closings and changes in vertical organization shall be completed before any other transfers or reassignments are made.
- Member-initiated requests for transfer and transfers due to changes in student enrollment and/or program termination.
- Principal-initiated transfer requests.

a. Due to Building Closings or Changes in Vertical Organization (A vertical reorganization is a transfer or elimination of an entire grade level from a building organization.)

Transfer request forms for reassignments due to building closings or changes in vertical organizations shall be filed in the Department of Human Resources no later than June 1. When such reassignments are necessary, those highest in seniority within this category of transfers shall be reassigned first.

The priority in transfer granted to this category of transfer requests shall exist only for the initial placement. Subsequent movement to schools to which the member has assigned a higher ranking for transfer purposes than the ranking assigned the school to which the member received initial placement shall be based solely on the member's seniority in the same manner as member initiated requests for transfer below.

b. Member-Initiated Requests for Transfers and Transfers Due to Changes in Student Enrollment and/or Program Termination.

Member-initiated requests for transfer and transfers initiated by the administration due to changes in student enrollment and/or program termination shall be filed in the Department of Human Resources no later than June 1. Members requesting a transfer and members transferred because of changes in student enrollment and/or program termination shall be reassigned by order of seniority, those with the most seniority being assigned first.

1. Member-Initiated Requests

A member desiring to transfer from one building to another shall file a "Teacher's Request for Transfer." Prior to June 30, any member may, in writing, withdraw a request to transfer and the withdrawal shall be honored. The Executive Director – Human Resources shall notify the President of the total number of teacher-initiated requests for each building prior to July 10. Whenever the requests for transfer within a building exceed thirty percent (30%) of the number of members within the building, an investigation of causes within the building shall be conducted during the ensuing school year by a committee composed of the AEA Professional Problems Committee and a committee appointed by the Executive Director – Human Resources. The results of the study, with appropriate recommendations, shall be forwarded to the Superintendent.

2. Transfers due to Changes in Student Enrollment and/or Program Termination.

Members transferred under the provisions of this section of the Agreement shall be selected as outlined below:

A conference between the member transferred under the provisions and the building principal shall take place on or before June 1. The member may, if he desires, schedule a conference with the Executive Director – Human Resources any time after June 1.

Should intra-building reassignments be necessary, the member shall have the right, on a seniority and certification basis, to any existing vacancy. If there are no volunteers, the member with the least seniority in the affected area of certification shall be appointed to the vacancy.

Members to be Transferred under Items a. and b. Above

In determining members to be transferred because of a change in vertical organization or because of enrollment changes and/or program termination, volunteers shall first be transferred on a seniority basis, those with the most seniority being transferred first, after which transfers will be made on the basis of seniority as follows:

In the elementary school, the member with the least seniority shall be transferred

In the middle schools and high schools, the member with the least seniority who is assigned to the area in which the reduction is being made shall be transferred. However, in cases where a member's certification would permit him/her to be assigned to an alternate department in which there is a member with less seniority, the latter member shall be transferred.

Should a vacancy occur in a building prior to the fifth work day before the first work day assigned to the member's job code, a member transferred from that building shall return to the building before new transfers or new assignments to the building are made provided the member has indicated that desire on the member's transfer form.

c. Principal-Initiated Request for Transfer

A transfer request initiated by a building principal must be preceded by a conference with the affected member on or before May 1.

A principal-initiated request for a member's transfer must be filed in the Department of Human Resources no later than May 15. Such request shall specify the justifiable reasons for which the principal is requesting the member's transfer. All requests should bear the signature of the involved member, but such signature will not be interpreted as agreement with the request. In the event the member refuses to sign the request, such refusal shall be noted thereon by the building principal.

Prior to the last school day, the member may submit a written request for a hearing to the Executive Director – Human Resources. The member shall have an opportunity to appear before the Executive Director – Human Resources and offer reasons counter to the transfer. The hearing shall be scheduled within fifteen (15) work days following the receipt of the request.

The member shall have an opportunity to be represented by the AEA.

Posting of Vacancies

A list of known system wide vacancies as of May 15 shall be posted in each building no later than May 20. A copy of this posting shall be sent to the President no later than May 20.

2. Inter-Building Transfer or Reassignment-After Annual Initial Staffing

Any vacancy created by resignation, retirement, or promotion and occurring between the completion of the annual initial staffing and ten work days before the first work day assigned to the vacancy's job code shall be filled on the basis of seniority. The most senior member eligible for transfer under any of the provisions above (excluding principal-initiated transfers) who has requested assignment to a building where said vacancy has occurred shall be transferred to the new vacancy provided the new vacancy is a higher preference on the teacher's transfer form than the position assigned to the member at the time the vacancy is being filled.

No more than two members shall be transferred due to any one opening occurring during the period described above.

Any vacancies occurring less than ten days before the first work day assigned to a job code shall be filled by teachers as yet unassigned on the basis of seniority, then by new hires. New hires assigned in this manner shall be informed that the assignment is temporary and that the member will be reassigned the following year.

3. Special Education Teacher Transfers

A request for transfer out of Special Education shall not be accepted in the case of any teacher until three (3) full years of service with the Board have been completed. This provision shall not apply to all persons hired before July 1, 1985.

When it becomes necessary to transfer special education teachers because of decreasing enrollment, including reassignment of units from one (1) building to another, the following shall apply:

- a. A member whose unit is reassigned shall have the option of transferring with the unit.
- b. In the event the member elects not to transfer with his/her unit, volunteers from the affected area of certification shall be the first transferred. The most senior volunteer shall be transferred first.
- c. If there are no volunteers, the least senior member in an area for which the affected member holds a certificate shall be transferred.

4. Elementary Special Subject Teacher Transfers

- a. Elementary special subject teachers (art, music, physical education) shall retain a combination assignment whose net weekly time equivalency does not change, unless the teacher requests and is granted a teacher-initiated transfer.
- b. Elementary special subject teachers shall retain majority time assignments (2.5 or greater time equivalency) unless the teacher is transferred in accordance with other provisions under this section.
- c. Any increase in a majority time assignment within the first twenty (20) student days will be given to the person in the building with the majority time assignment.
- d. Elementary special subject teachers shall be assigned to minority time buildings (2.5 or less time equivalency) by the administrators in charge of the respective departments who shall consult with the teachers being assigned to such schools prior to assignment.
- e. In making adjustments during the first twenty (20) student days, the Superintendent maintains the right to reschedule any and all minority assignments for the purpose of minimizing the number of art, music and physical education teachers assigned to each building.
- f. Subject to the limitations set forth herein, after the twentieth (20th) student day, an increase in a building's art, music, and physical education teacher equivalency resulting from an increase in the number of sections shall be filled at the discretion of the Department of Human Resources.
- g. If a minority assignment grows into a majority assignment after the first twenty (20) student days and is projected to remain a majority assignment for the following school year, in the following year the assignment will be given to the person who had the larger time assignment in that building during the year in which the growth took place.
- h. After the twentieth (20th) student day, any teacher assigned to a majority assignment who still has an inflated schedule as determined by the art, music, and physical education teacher equivalency formula may be reassigned, reducing his or her schedule to no less than the equivalency assigned to that building.

i. Any assignment that does not grow into a majority assignment during a school year but is projected to be a majority assignment for the subsequent school year is not covered by this agreement.

j. The administrator shall establish equivalencies and combine building assignments based on the following formula:

1, 2, 3 sections	.1 (1/2 day)
4, 5, 6 sections	.2 (1 day)
7, 8, 9 sections	.3 (1 ½ days)
10, 11, 12 sections	.4 (2 days)
13, 14, 15 sections	.5 (2 ½ days)
16, 17, 18 sections	.6 (3 days)
19, 20, 21 sections	.7 (3 ½ days)
22, 23, 24 sections	.8 (4 days)
25, 26, 27 sections	.9 (4 ½ days)
28, 29, 30 sections	1.0 (5 days)
31 or more sections	*

* .1 for every three (3) sections or fraction thereof over 30.

k. A section is defined as an elementary kindergarten through sixth grade classroom or a special education unit.

l. Because of difficulties in establishing combination assignments, it may be necessary for the Superintendent to split a majority time assignment.

m. Special subject teachers who lose their room(s) after the start of the school year within the same building shall have .5 day without students for the purpose of moving and storage of materials; special subject teachers required to move to another building shall have up to 1.0 day(s) without students for the purpose of moving.

n. In elementary buildings where the Vocal Music Teacher is required to travel, a portable keyboard and stand (cart) shall be provided. In buildings where more than one vocal music teacher is teaching at the same time, a second keyboard and stand (cart) shall be provided.

- o. Before being displaced due to another school function, special subject teachers shall be provided at least one week notice of that function by the building principal.
- p. Special subject teachers who travel within the day shall be provided a minimum of thirty (30) minutes for travel. This time shall not be considered planning time.

5. International Baccalaureate Program

Individuals who have transferred into a I/B program position under section 3.11, Reassignment and Transfer, shall be required to complete the training component(s) for the I/B program as listed in the job posting for the position and within the timeframe required by the governing body for I/B. If the required training has not been completed within the mandated timeframe, the individual will be required to transfer from the position.

Should an I/B program position become vacant due to a decline in student enrollment, and no staff member within the building elects to be assigned to the position, the least senior member within the affected curricular area would be offered the position. If the least senior member declines to accept the position, then the position will be filled pursuant to the reassignment and transfer provisions of Section 3.11.

3.12 Position Vacancy

If a teacher leaves a teaching position prior to November 1, and the vacancy will continue for the rest of the school year, the position will be filled by a contract teacher unless a candidate with proper certification is unavailable.

After November 1, the position mentioned above will be filled by a substitute.

If a new teaching position is created prior to the end of the first semester, the position will be filled with a contract teacher unless a candidate with a proper certification is unavailable.

If a new teaching position is created after the start of the second semester, the position will be filled with a substitute teacher.

A. Ratio Position-Posting and Notification

Vacancies for any position, present, new, or additional, below the salary ratio of 1.24 will be publicized by sending a written notice to each building for posting in the school office, faculty lounge, or other appropriate place in each school or department, except that the positions of family and consumer sciences, work and family, and Grads shall be filled pursuant to section 3.11, Reassignment and Transfer.

The notice of vacancy should be posted at least ten (10) work days prior to the application deadline, and it shall clearly set forth the qualifications for the position.

Teachers who desire to apply for such positions shall file an application in writing with the Executive Director – Human Resources within the time limit specified in the notice.

All applicants will be notified in writing when the position has been filled. Such notification must be received by the unsuccessful candidates within ten (10) work days

after the position has been filled except in cases where interviews are being conducted to develop an eligibility list.

Whenever an administrative or supervisory vacancy must be filled promptly, notification of the vacancy and the reasons for the urgency of filling the position will be provided to the President.

Members of the bargaining unit who leave their position to accept an administrative assignment—temporary or permanent—in another building are not guaranteed a return to their position. Said members may return to a bargaining unit position through the spring transfer process. A member returning to the bargaining unit shall be assigned through the transfer process on the basis of his or her seniority in the Akron Public Schools.

Members of the bargaining unit who leave their position to accept an administrative assignment in the same building are guaranteed a return to their position if the length of the assignment is no greater than ninety (90) consecutive work days in the same school year. If the assignment exceeds ninety (90) consecutive work days or continues into the following school year, the member may only return to the Unit through the spring transfer process on the basis of his or her seniority in the Akron Public Schools.

All appointments shall be made without regard to age, race, religion, color, national origin, sex, marital status, or handicap.

B. New Teacher Position Vacancy

When there is a vacant teaching position in a building requiring a new hire and it is possible to do so, Human Resources will provide three (3) candidates to be interviewed and selected by the Building Leadership Team or, where no Building Leadership Team exists, by the principal in consultation with selected members of the staff.

When a new teacher is being hired into an identified position in a specific building, the Building Leadership Team shall be responsible for selecting the teacher to be hired. At least half of the four (4) applicants to be interviewed shall be members with three (3) or more years of service as tutors or substitute teachers in the district. A member must have substituted a minimum of sixty (60) days in a school year for a year of credit under the provisions of this section.

Tutors and substitutes assigned to the building in which the vacancy exists shall not be excluded from the interview process for that building's opening.

The Superintendent may assign a minority teacher to a building in order to maintain or establish a proper faculty racial balance.

3.13 Resignation, Termination, or Non-Renewal of Contract

A. Resignation

A member may resign without adverse consequence provided the written resignation is submitted prior to July 10, and further provided the effective date of the resignation falls after the last day of school but prior to July 10. The Board may seek the suspension of teaching certification for any member who may resign after the tenth (10th) day of July or when schools are in session. Members who wish to resign must submit a resignation

in writing to the Executive Director – Human Resources at least ten (10) days before the effective date of the resignation.

B. Non-Renewal of Contract by the Board

The principal of each school is responsible for submitting to the Executive Director – Human Resources, not later than the last work day of December, a written report concerning any member whose performance is not satisfactory and to give to the member a copy of the report which must include a statement of what has been done to help the member. This report must be based upon a minimum of two observations and must reflect the criteria contained in the forms used for the observation and appraisal process provided in section 3.09 of the Agreement.

Not later than the last day of March, the principal is required to make a second written report and to include a statement of further efforts to help the member. This report shall be based upon a minimum of three observations, at least one of which shall be conducted in each of the months of January, February and March. If the principal becomes convinced the member should be dismissed, the principal must submit a written report and recommendation for dismissal to the Executive Director – Human Resources, and must give a copy to the member prior to April 10. The principal's decision must be based upon the criteria contained in the forms used for observation and appraisal in section 3.09 and must reflect only what is on the observation reports.

The procedures for non-renewal of contracts listed above do not apply to supplemental contracts. Supplemental contract non-renewal notices will be noted on the face of the supplemental contract and do not require any additional notice of non-renewal, pursuant to this Agreement or Ohio law.

C. Termination of Contract by the Board

Before terminating the contract of any member or refusing to renew the contract of any member with three (3) consecutive years of service in one (1) building, or five (5) or more years of service in the Akron Public Schools, the Board shall furnish the member a written notice signed by the Treasurer of its intention to consider the termination of his/her services, with full specifications of the grounds for such consideration. Unless the member so notified demands, in writing, within ten (10) days subsequent to the receipt of said notice, an opportunity to appear before the Board and offer reasons against such termination, the Board may proceed with formal action to terminate services. If said member, within 10 days after receipt of notice from the Treasurer, demands in writing a hearing before the Board, the Board shall provide for such a hearing. The hearing shall be conducted under the rules set forth in Section 3319.16 of the Ohio Revised Code.

Except for those hearings provided for in Section 3319.16 of the Ohio Revised Code, other hearings required hereunder shall be closed hearings, conducted before a committee of the Board. The committee's recommendation shall be presented to the Board for approval or rejection.

D. Staff Reduction

When a member is released from assignment due to decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, lack of program funding, curriculum changes, or for any other reason, the member holding that assignment shall

have priority in transfer according to the provisions outlined in Section 3.11, II, A, 2. of this Agreement.

In the event there is no available position for which the member is certified, the members in that area of certification on limited contract shall be listed according to seniority and the contract of the member with the least seniority shall be suspended.

In the event all of the contracts of the members on limited contract have been suspended, the contracts of the members in that area of certification on continuing contract shall be suspended in accordance with the provisions of Section 3319.17 of the Ohio Revised Code.

Members whose continuing or limited contracts have been suspended shall have the right of restoration to service in the Akron Public Schools in order of seniority if and when positions become vacant or are created for which any of such members are, or have become, qualified.

E. Termination of Supplemental Contracts by the Board

Before terminating the supplemental contract of any member, the Board shall furnish the member a written notice signed by the Treasurer of its intention to consider the termination of his/her contract, with full specification of the grounds, including incident(s) and/or date(s) for such consideration. Unless the member so notified demands in writing, within ten (10) days subsequent to the receipt of said notice, an opportunity to appear before the Board and offer reasons against such termination, the Board may proceed with formal action to terminate the contract. If said member, within ten (10) days after receipt of the notice from the Treasurer, demands in writing a hearing before the Board, the Board shall provide for such a hearing. The hearing shall be conducted under the rules set forth in Section 3319.16 of the Ohio Revised Code. The hearings shall be closed hearings conducted before a committee of the Board. The committee's recommendation shall be presented to the Board for approval or rejection.

F. Policy Regarding Disability Retirement

If a member is unable to perform satisfactorily the duties of his/her position because of physical or other disability, or is required to apply for disability retirement, his/her contract status shall not be terminated. The member's insurance coverage shall be continued at Board expense until such time as the disability retirement application is approved by STRS and monthly benefits and STRS hospitalization coverage commences.

In the event the member's application for disability is denied by STRS and the member has exhausted his/her accumulated sick days, the Board shall continue to provide insurance coverage to the member for forty-five (45) work days after the STRS Board has ruled that the member's application has been denied. During this forty-five (45) day period, the member has the right to appeal the STRS denial or to apply for illness leave.

The Board shall maintain insurance coverage for a member who has exhausted his/her sick days and has filed, in a timely fashion, an appeal with STRS. The Board shall provide insurance coverage under these circumstances until STRS rules on the member's appeal or for six (6) months, whichever is less.

A member who fails to appeal an STRS decision to deny his/her application for disability retirement or who fails to apply for illness leave within forty-five (45) work

days shall be placed on unrequested leave and shall be responsible for the cost to the Board for maintaining his/her insurance coverage. Upon notice of denial of disability leave, a member must immediately notify the Executive Director – Human Resources to request placement on leave, or intention to return to work.

Eligibility Requirements

Members must meet the eligibility set by STRS for disability retirement. Currently, to be eligible for application for disability retirement with STRS, the member shall be under 60 years of age, have five (5) or more years of Ohio service credit, be disabled, physically or mentally, from performing teaching service, file the application within two (2) years from the date contributing service terminated, unless the disability manifested itself before contributing service terminated.

Application

Members must follow the application procedures set by STRS for disability retirement. Currently, a disability retirement application may be filed by a member, by the member's employer, or by any person having Power of Attorney in the member's behalf.

Termination of Disability

Under current STRS procedures, disability retirement may be terminated following the member's written request to the STRS Board. Before such termination is effective, the member must be examined by a medical examiner representing the STRS Board which must then approve such termination.

Membership and service credit in the Retirement System are retained during disability retirement. A member who earns 2 (two) years of contributing service credit in STRS, PERS, or SERS following termination of disability retirement receives credit toward service retirement for the period on disability retirement.

Contract Status

A member who was under contract when granted disability retirement and who has not resigned is on leave of absence for his/her position during the first five (5) years on disability retirement. If disability retirement is terminated by the Retirement Board within the 5-year period, the member is entitled to be restored to the same or to a similar position and salary not later than the next September 1.

3.14 Professional Personnel Records

According to State Department of Education requirements, certain personnel records shall be kept up-to-date and on file for reference at all times. These and other personnel records shall be filed in the Department of Human Resources.

These personnel records include:

- a. Application for employment, including references.
- b. Copy of the latest contract, properly signed.
- c. Copy of latest salary notice.

- d. Health certificate card.
- e. Health History card.
- f. Ohio teaching certificate.
- g. Personnel record card.
- h. Personal and professional data from.
- i. Transcript of college credits showing the official record of the degree granted, original or certified copy.
- j. Record of military service.
- k. Record of tuberculosis or X-ray.

The department of Human Resources shall provide copies of all written documents that the member has a right to review upon written request of said member. Such documents shall be furnished within ten (10) days. Current cost per copy shall be determined by the Treasurer.

Members shall have the opportunity to read any material which may be considered derogatory to the member's conduct, service, character, or personality, before it is dated and placed in his/her personnel file.

The member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed and a copy shall be given to the member. His/Her signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member. He/She shall also have the opportunity to reply to such derogatory material in a written statement to be attached to the filed copy.

Members shall be informed within five (5) days of any written complaint by a parent, student or supervisory person which is directed toward that member and may become a matter of record. Only signed written complaints can become a matter of record.

Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

Each member shall have the right, upon request, to review all contents of his/her own personnel file, with the exception of items a. and i. listed above. A representative of the Association may, at the member's request, accompany the member in such a review.

The President shall have the right to examine, at the member's written request, the complete files pertaining to the member.

3.15 Tuberculosis Test for Employees

All new employees of the Board are required to present documented evidence of having a negative tuberculosis test (Mantoux Test 5 TU PPD) within ninety (90) days before their first day of employment. If the member is a positive reactor, the member must have a chest X-ray and any other medical and laboratory examination deemed necessary by the member's physician or board of health of the City of Akron to determine the absence of tuberculosis in a communicable state within ninety (90) days before his/her first day of work.

This information must be submitted to the Department of Human Resources and will become a part of the member's health history records.

3.16 Building Financial Statements

Copies of the financial summary-Form USAS 301-shall be posted in the teacher's lounge(s) for at least three (3) school days within two (2) weeks following the beginning of each month.

Rules and regulations governing the transfer of funds from club accounts to the school general account shall be posted in the teacher's lounge(s) in each building for the inspection of the general staff. Such posting shall be within two (2) weeks following its submission to the Office of Business Affairs.

3.17 School Management

A. School Faculty Council

The School Faculty Council shall be formed in each school building. The principal and/or his/her designate(s) shall meet monthly during the school year with the School Faculty Council. The Council shall have as one of its members the AEA Building Representative.

The purpose of the Council shall be to provide a means of communication between the building staff and the building principal. The Council shall serve in an advisory capacity to the building principal.

The size of the Council and the departments, levels, and special groups to be represented on the Council shall be determined by the faculty at a September meeting.

The faculty shall elect the representatives to the Council by secret ballot during the month of September. After the first (1st) of October, the Council shall meet and elect its chairman by secret ballot. Neither the building principal nor the AEA building representative may serve as chairman. The term of the new council shall begin at the beginning of the school year.

The chairperson, in cooperation with the principal, shall schedule one (1) council meeting per month. The agenda for this meeting shall be prepared by the chairperson and submitted to the principal (who may add items) and council members at least twenty-four (24) hours before the meeting.

Other meetings of the Council may be called by the chairman, a majority of the members of the Council, or the principal.

The chairman shall designate a member of the Council to serve as secretary at each session. This person shall be responsible for providing a summary of the meeting to the building principal prior to the preparation of the minutes for general staff distribution.

The principal and Faculty Council shall consult on all matters involving building policy and procedures. Unresolved issues shall be referred in writing to the AEA Professional Problems Committee by the Council chairman within five (5) days, if the majority of the Council so instructs him/her. A copy shall be given each member of the Council.

The Faculty Council shall have the right to determine the expenditure of funds which are made available through food or beverage machines operated in the faculty lounge(s).

The Council shall designate the activities to be supervised, subject to faculty approval, and recommend to the principal those employees to be paid under the extra pay category of "activity supervisors."

B. Building Leadership Team

Effective with the 1991-1992 school year, a School Faculty Council may become a Building Leadership Team. The process for converting a School Faculty Council to a Building Leadership Team involves three steps:

1. The principal, the Faculty Council, or a majority of the certificated staff requests a presentation on the building leadership teams from the commission on site based management.
2. The certificated staff of the building shall have the opportunity to attend a commission presentation on building leadership teams.
3. The certified staff votes by secret ballot and by a two-thirds margin of all certificated staff assigned to the building approves converting the School Faculty Council to a Building Leadership Team.

A Building Leadership Team is characterized by the one-person-one-vote principle, with the building principal being a voting member of the Team with one vote. The Building Representative and the PTA President shall also be members of the Building Leadership Team. An additional parent representative may also be selected by the Building Leadership Team to serve as a team member. The Building Leadership Team is to participate in shared decision making, a concept in which teachers and the principal work together to make building level decisions. The partnership established by the Building Leadership Team must protect and guarantee the interests of the teachers and the administrator(s).

The Building Leadership Team shall collectively assume responsibility for building level decisions within the limits of law, state minimum standards, board policy, budget, and professional ethics. The Building Leadership Team's authority is limited to those decisions that would ordinarily be made at the building level. The Building Leadership Team may reserve to itself or designate to the principal specific types of decisions. Where a decision is not reserved or designated, the principal shall retain responsibility in that area.

The building principal shall be able to appeal any Building Leadership Team decision the he/she believes is a violation of the limits of the law, state minimum standards, board policy, budget, or professional ethics to a committee composed of the Superintendent or his/her designee and the President or his/her designee. If a mutually acceptable decision cannot be reached within thirty (30) days of the date of the appeal, the principal's appeal shall be forwarded to the Board for action within fifteen (15) work days or at the next regularly scheduled Board meeting, whichever is later. A record of such appeals and decisions shall be made and a copy of the record promptly provided to all parties.

If a Building Leadership Team desires to take action for the 1992-1993 school year and/or subsequent school years which requires an exception to the Agreement, to the policies of the Board, or to the administrative regulations of the Board, it shall arrange for the entire staff of the building to have the opportunity to provide informed reaction to

the anticipated request before the Building Leadership Team votes to requests the exception.

Exceptions to the Agreement shall be granted only by a majority vote of the full Joint Professional Problems Committee. The Joint Professional Problems Committee shall consider the request at the first regularly scheduled meeting following receipt of the request and must vote no later that the second regularly scheduled meeting following receipt of the request unless a delay in the vote is agreed to by the President and the Executive Director – Human Resources. The Superintendent and the President shall cooperate with the Building Leadership Team in implementing the exception.

The Joint Professional Problems Committee shall consider requests for an exception to Board policy and shall make a recommendation to the Superintendent. The Superintendent shall consult with the Board and respond to the requested exception within fifteen work days or following the next regularly scheduled Board meeting, whichever is later.

Immediately upon ratification of this agreement, the parties shall select members to serve on the site-based management commission as described in section 11.02 of this Agreement. This commission shall be available to advise Faculty Councils and the Joint Professional Problems Committee about the process of becoming and work as Building Leadership Teams.

For the duration of this Agreement reaffirmation of the Building Leadership Team and its membership shall be required annually in September by a simple majority vote of all the certified staff assigned to the building.

The President and the Superintendent shall cooperate in assisting Building Leadership Teams to fulfill the responsibilities involved in shared decision making. If, in the opinion of the Superintendent or the President, an intervention is warranted with respect to the operation of any Building Leadership Team, either may request that the Joint Professional Problems Committee conduct a review. Subsequent to the review, the Joint Professional Problems Committee shall submit recommendations to the President, the Superintendent and the Board which may include, but are not limited to, intervention by the Site-based Management Commission or a rearranging of the organizational structure of the building. If the Joint Professional Problems Committee cannot agree to a set of recommendations, the Board shall determine what, if any action is to be taken.

C. Annual Review

Section 3.17 B. Building Leadership Teams shall be reviewed at the end of each school year by the Joint Professional Problems Committee and revisions may be made by the mutual agreement of the President and the Executive Director-Human Resources.

3.18 Staff and Other Meetings

Meetings on the first work day of the school year shall be scheduled so that each member has the equivalent of one-half day to prepare his/her classroom for the opening day of school. Attendance at meetings other than those specified in this section shall be voluntary. Minutes of such meetings shall be provided each staff member. Although members are encouraged to attend school functions and school-related meetings, Open House and Parent-Teacher Conferences are the only evening meetings with required attendance.

A. Building Meetings

All members shall attend the scheduled Tuesday building staff meetings. Staff meetings may be held in the member's building before or after school as determined by a majority vote of the school faculty. Evening meetings shall begin within ten (10) to fifteen (15) minutes following school dismissal and shall not exceed one (1) hour in length nor extend beyond 5:00 p.m. Morning meetings shall not exceed one (1) hour and shall end not less than ten (10) minutes prior to the beginning of a teacher's homeroom responsibility. One (1) meeting may be held each month, except that at the discretion of the building principal, a second meeting may be called in each of four (4) separate months. The agenda for all building staff meetings shall be distributed to the staff at least twenty-four (24) hours prior to the meeting.

The principal may schedule one (1) staff meeting per school year at the Staff Development Center (Ott Building) and that shall be the only building meeting conducted that month.

In case of emergency, the principal may, with the agreement of the AEA Building Representative, call additional building meetings without notice.

Staff meetings shall not be held on election days or on days designated as Open House or Conference Days.

The principal shall not require a member to attend a "make-up" staff meeting when a member is unable to attend the regularly scheduled meeting, nor shall the member be required to view a video tape of a missed staff meeting.

B. Open House and Conferences

All members shall attend the annual Open House each school year which may be scheduled in the evening.

All members shall attend the scheduled fall and spring Parent-Teacher Conference Days. Conference days shall be scheduled on Thursday evening (5:30-8:30 p.m.) and Friday (9:00 a.m.-12:00).

For the purpose of scheduling parent-teacher conferences on Parent-Teacher Conference Day, members shall not be required to make telephone contact with parents.

In lieu of attending the Parent-Teacher Conference Day each semester, a member may elect to make eight (8) visits to eight (8) different homes to be completed within the semester and prior to the scheduled Parent-Teacher Conference Day. Documentation of each home visit must be provided to the principal.

By a majority vote of members assigned to the building, a faculty may elect during the month of September to schedule report card pickup days [twelve (12) hours annually] in place of the Parent-Teacher Conference Day/Home Visit option. In the event a faculty votes for the report card pickup option, members will not have the option to make home visits or conduct parent teacher conferences.

Report card pickup days shall begin five (5) minutes after school dismissal.

Special education teachers, Speech/Hearing Therapists and Psychologists who have completed IEP's for all students assigned to them shall be excused from attending Parent-Teacher Conferences/Home Visits or Report Card Pickup Conferences.

C. Inservice

At least once every two years, one building meeting, identified in paragraph A above, shall be devoted exclusively for inservice on the Code of Student Behavior. An inservice schedule shall be jointly developed by the Executive Director of Student Services and the Association President.

Two (2) half days annually, with full pay within the school day, shall be scheduled within the school calendar for the purposes of inservice education. Effective with the 1997-1998 school year, the Board shall schedule four (4) late start/early release sessions. Such programs shall be planned by the Division of Curriculum and Instruction in consultation with the professional staff. The dates for inservice sessions shall be determined by the school calendar committee and shall be included on the school calendar.

A member may develop a personal growth proposal in lieu of attending the schedule late start/early dismissal inservice sessions. The proposal may include visits to other school systems or attendance at professional conferences. Said proposals shall be submitted to the Joint Professional Problems Committee for approval, and shall not exceed two (2) annually.

The Superintendent shall establish an inservice steering committee composed of four administrators named by the Superintendent and four members named by the President. The function of the committee shall be to develop and monitor the system's staff development program. The system's staff development program shall have as its goal the improvement of student outcomes and test scores.

The Board reserves the right to request designated teachers to participate in inservice activities for five (5) days outside the normal member work year. This five-day block will carry a compensation rate of \$300 per week. Effective with the 1997-1998 and the 1998-1999 school years, this amount shall be increased to \$400 and \$500 per week, respectively. Teachers within designated areas of assignment selected to participate in the additional week of inservice activities will be advised by the close of the school year. Participation in the program is voluntary. The inservice seminar will be scheduled within a ten-day period prior to the report date.

Members choosing to attend optional board sponsored inservice days, provided within the school calendar, shall be compensated for their attendance at the established daily substitute rate. Inservice programs scheduled in the two (2) mandatory half day inservice days shall occur within Summit County. Attendance at such inservice activities scheduled outside the county shall be voluntary. The Board shall reimburse all members attending such inservice activities outside the city at the established mileage rate.

Preparing and presenting inservice programs or other presentations within the established school calendar, or in addition to it, are not part of a member's work load. Such assignments shall be voluntary. Members selected as presenters for inservice activities shall be reimbursed for their services at the extended time employment rate (JC 604).

D. Departmental, Grade Level, or Special Subject Meetings

In months when members are required to attend a departmental, grade level, or special subject meeting, members shall be required to attend only one (1) building staff meeting.

Special subject teachers (art, music, health and physical education, library science, foreign language, home economics, business education, special education, vocational education, industrial arts/technology education) shall attend two (2) special subject citywide meetings annually. These meetings shall not extend beyond 5:00 p.m.

All other members shall attend two (2) building departmental or grade level meetings annually which shall be scheduled in their buildings. These meetings shall begin within ten (10) to fifteen (15) minutes following school dismissal and shall not exceed one (1) hour in length.

E. Records Day

A records day for members shall be scheduled for one-half (1/2) of the final day of the fall semester; that portion of the day to be set aside for this purpose shall be designated by the Superintendent.

3.19 Dialogue Day

Dialogue Day shall be scheduled on Saturdays for three (3) or more hours. Attendance shall be voluntary. Members participating shall be paid at the established hourly inservice rate, and shall be granted continuing education units (CEU's).

3.20 Curriculum Review Committee

Requests for a curriculum study on programs already in place shall be submitted to the AEA Curriculum Committee. The committee shall collect and evaluate data from the teachers requesting the change and/or study. The committee shall then determine whether to submit the proposed change or study request to the Assistant Superintendent for the Curriculum and Instruction, for formal consideration.

In the event a request to study or change programs already in place is approved by the AEA Curriculum Committee, the chairman shall notify the Assistant Superintendent for Curriculum and Instruction of such approval. No more than two (2) studies shall be submitted to the Assistant Superintendent for Curriculum and Instruction during any one (1) school year. The Assistant Superintendent for Curriculum and Instruction shall form a committee, which one of them shall chair, and one-half (1/2) of which shall be the AEA Curriculum Committee.

The Joint Committee shall meet to discuss the proposed change. A curriculum change shall be recommended to the Superintendent by a majority vote of the Joint Committee.

In the event a curriculum modification is approved by the Joint Committee, the Committee's report shall be submitted to the Superintendent for disposition. The report shall specify the instructional materials and support personnel required to effect the recommended modifications.

All curriculum modifications approved by the Board shall become effective at the beginning of the next semester, if possible. Under no circumstances may an approved change become effective later than the beginning of the next school year.

In the event the Joint Committee rejects a proposed curriculum modification, the Committee shall provide members requesting the change with a report which shall specify the reasons for the rejection of the proposed change.

The Board shall notify the Association of any changes it intends to make in the curriculum, including changes in courses of study. A volunteer committee shall be established to study the intended change.

A list of members, volunteering to serve on this curriculum committee, shall be provided to the Association. The Association may appoint up to three members to serve on the curriculum committee who may or may not be among the members volunteering to serve on the committee. The committee shall determine staff training, materials and other items necessary to accomplish the change under consideration.

The Association shall be notified of the committee's recommendations and shall have an opportunity to review the recommendations before they are implemented.

3.21 Textbooks

The Board through the Superintendent shall, whenever possible, provide each student with individual copies of all textbooks which in the judgment of the members, the student will need in courses to which they are assigned.

The Association shall be informed of the creation of textbook adoption committees and be provided with a list of members volunteering to serve on the committees. The Association may appoint up to three (3) members to the committee who may or may not be among the list of volunteers.

The recommendations of the textbook adoption committee shall be provided to the Association for its review prior to implementation.

Questions about the desirability of individual texts shall be submitted to an advisory committee of six (6) teachers, appointed by the Superintendent, and the President, each to appoint three (3). The Superintendent shall designate the chairman of the committee.

3.22 Special Education

The district will follow provisions outlined in the Federal Statute, the individuals with Disabilities Education Act (IDEA), and the Ohio Model Policies for Children with Disabilities. Any changes in IDEA or the Policies and Procedures will void conflicting language in this Agreement.

A. Discipline

Based on Federal Statute (IDEA), special education students may be suspended up to ten (10) days per year in the same manner as nondisabled students for violations of the Code of Student Behavior. In limited instances, a special education student may be suspended for more than ten (10) days if the following provisions are met: (1) the IEP team conducts a manifestation determination hearing, (2) the principal or the IEP team determines that suspending a student beyond ten (10) days would not result in a change of placement, (3) educational services continue starting with the 11th day of suspension, (4) a functional behavior analysis (FBA) is conducted to gather information for a behavior plan, and (5) a behavior plan intervention plan (BIP) is written to address the behavior in the future or the student's current BIP is revised.

A manifestation determination is a hearing held by the IEP team to determine if the behavioral infraction is related to the student's disability. IDEA outlines specific criteria that must be met to determine that the behavior is unrelated. If the behavior is unrelated, the student may be suspended beyond ten (10) days, but educational service must continue. This option is limited by availability of staff and funding.

When a student's violation of the Code of Student Behavior involves drugs, weapons or dangerousness [IDEA 300.521 (a) defines dangerousness as "...maintaining the current placement of the child is substantially likely to result in injury to the child or to others."], the student may be removed to an Interim Alternative Education setting for up to 45 days.

Procedures for suspending students with disabilities appear in the Office of Special Education Handbook.

B. Building Special Education Service Delivery Plans

There are various options for delivering appropriate special education services to students with disabilities. On an annual basis, buildings must select a service delivery plan from the pre-approved list in the Office of Special Education Handbook or submit a proposal for a unique service delivery plan. Unique plans must include signatures indicating support from participating staff.

C. Determining Least Restrictive Environment (Placement)

The placement of a student in regular or special education class(s) and the services provided to the student are determined by the student's Individualized Education Program (IEP). The IEP is developed by a team composed of: (a) the parents, (b) at least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment), (c) at least one special education teacher or provider, (d) a district representative (e.g., principal or special education coordinator) and (e) whenever appropriate, the child with the disability.

The IEP team should work toward consensus in developing the IEP. No individual member has a right to mandate or reject any aspect of the IEP. The District Representative (e.g., principal or special education coordinator) has the ultimate responsibility to ensure the IEP includes the services that the child needs in order to receive a free appropriate public education (FAPE). Any member who may be involved in the instruction of a special education student should be given the opportunity to serve on the IEP team or provide input into the development of the IEP.

The federal statute on special education, IDEA, states [20USC 1412 (a)(5)(A)]: "To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." The IEP team must carefully document in the service column of the IEP, if needed, the supplementary aids, accommodations, grading modifications, and specialized services for students spending all or portion of their day in the regular education environment. The Board must ensure that all services set forth in the child's IEP are provided, consistent with the child's needs as identified in the IEP.

If after a reasonable amount of time and effort to implement the IEP, any member of the IEP team believes that a change is needed in the student's individualized program. A team member may request an IEP meeting. The team member should present data (e.g., work samples, grades, behavior charts) to demonstrate the need for a revision in the IEP. As with the initial review IEP, the IEP team should work toward consensus on any modifications requested.

3.23 Pupil Adjustment

The Board has adopted pupil adjustment policies and procedures that provide for:

1. The identification of infractions resulting in expulsion from school.
2. The establishment of a psychological referral/support center to provide assessment, diagnosis, and prescription for improving the deportment of students.

No teacher or class is ever required to tolerate any act of gross misconduct, including flagrant discourtesy, abusive and vile language, acts of violence and/or deliberate insubordination. Corporal punishment shall not be administered to elementary or secondary students of the Akron Public Schools.

If, in spite of the teacher's best efforts at correction, which should include a teacher-parent conference, a pupil continues to misbehave, the teacher should refer the case to the principal for further action.

If a pupil's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the educational process taking place either in the classroom or elsewhere in the school premises, the teacher may remove the pupil from the classroom or activity and must state the reason(s) in writing to the principal as soon as practicable. A conference may take place between the member and the principal before the student is readmitted to class. In extreme cases, where the matter cannot be resolved within 24 hours from the time of the student's removal from class and/or activity by the teacher, then the student's procedural due process rights under the law shall apply. The principal may reinstate a pupil removed from class by a teacher by informing the teacher, in writing, the reasons for reinstating the student prior to a hearing.

An official School Office Cumulative Folder shall be maintained on each student in the school office files and shall be maintained in each school for the use of those members who have a legitimate educational interests.

A member shall be notified of the impending enrollment of a pupil transferred for adjustment reasons. Within a reasonable length of time before the arrival of said transferred student, the AT-19 form stating the reasons for the transfer shall be forwarded to the receiving school and its contents made available to his/her teacher prior to the time he/she reports to class.

Where a student has had a pupil adjustment transfer and is returned to the Office of Student Services on another disciplinary matter after good faith efforts in the second placement to cause satisfactory adjustment, an expulsion hearing shall be held. Subsequent placement shall only be made after review by a committee. The Superintendent shall designate the chairman of the review committee conducting the meeting and no more than two members of the committee. The President shall designate no more than two (2) members of the committee. In addition to the chairman and the four committee members to be designated, where appropriate, the psychologist conducting a child study and a representative from the Summit County Juvenile Court shall be members of the committee. The authority of the Superintendent to assign students is not

diminished by the existence of the review committee; however, the Superintendent shall weigh the concerns expressed by the committee in making his/her decision.

A pupil suspected of emotional or social disabilities may be referred by the member to Psychological Services for further study as provided by Board policy and the student's due process rights under the law; and if found to be emotionally disturbed or socially maladjusted, the pupil shall not be returned to a regular classroom except on the recommendation of the Coordinator of Psychologists. This recommendation shall specify the educational and psychological basis for the recommendation. It shall also contain guidelines for the pupil's instruction and containment within the classroom.

A. School Discipline Review Committee

Within thirty days of ratification of this Agreement, and during each September thereafter, each School Faculty Council or Building Leadership Team shall mutually select with the principal a standing discipline review committee which shall include the School Faculty Council or Building Leadership Team (or a subcommittee thereof), representation from the community, other staff members, and, in high schools, the student body. The committee shall review the building's discipline program and with the principals mutually formulate a policy of penalties for the following items:

1. tardiness to school
2. tardiness to class
3. truancy/flicking
4. refusing a member's assigned discipline or punishment
5. violation of the school's rules

The committee shall designate those penalties which are to be initially administered by the individual classroom teacher as well as those which are subsequently applied by the building administration. The policy shall also specify the occurrence at which each penalty will apply. Applying the building level penalties is the responsibility of the building administration with the support and cooperation of the staff. Building level penalties may include, but are not limited to, school supervised detention, office administered corporal punishment, suspension, etc. These penalties may vary from building to building. The principal has the discretionary authority to go beyond the minimum punishment based on the incident. Each building's policy of penalties shall be filed with the Superintendent annually, and the committee shall meet regularly to review the effectiveness of the policy. The committee shall also file a report of its findings not later than the last day of each school year. The report shall include the policy of penalties for the following school year.

B. Pre-set Classroom Rules

A teacher may establish pre-set classroom rules annually.

Pre-set classroom rules are those which a teacher creates, submits to the building principal for approval, provides to every student and his/her parent/guardian, and posts in the classroom. These rules are set to accommodate the individual style of instruction

taking place in his/her classroom. Examples are: follow directions, bring supplies, talk only with permission, no gum chewing etc.

The building principal and the teacher must mutually agree on the set of classroom rules plan. Both parties shall adhere to the provisions set forth in the plan, once it is agreed upon, including any penalties mandated by the plan to be implemented by the office. Rule violations shall be documented. Documentation shall be in the form of a contemporaneous record of the rule violation and the penalty imposed or action taken.

C. AEA Participation in Selected Expulsion Hearings

AEA shall provide annually to the Superintendent a list of four (4) members who shall serve, on a rotation basis, as observers in expulsion hearings for weapons violations by students in grades K-3.

Prior to a determination to expel or not to expel a student in grades K-3 for a weapons violation of the code of student behavior, the hearing officer shall consult with the AEA observer and shall consider the observer's input in his deliberations.

No grievance shall be processed by the AEA under circumstances where the observer concurs with the decision of the hearing officer.

3.24 Assault

Any case of assault, verbal or physical, suffered by members shall be reported immediately in writing to the principal. Physical assault is purposely causing or attempting to cause physical contact with a staff member with the intent or potential to harm the staff member, or interfere with the staff member's performance of duties. Verbal assault is any threatening or abusive language directed at a member. Abusive language includes harsh, coarse, or insulting words, which are injurious, improper, hurtful, offensive, or reproachful. This may include the degrading of a person based on race, color, national origin, sex, religion, age or handicap. Threatening language includes an express declaration or the implication of an intention or determination to inflict injury upon a person, upon a member of that person's family, or property.

The principal shall obtain a list of the witnesses to the assault and a written statement of what each witness observed or heard. These statements shall be signed, dated and filed, with true copies given to the AEA Building Representative, and copies sent to the Office of Pupil Services and the Department of Human Resources.

The principal shall conduct a hearing that in effect assures the accused student his procedural due process rights. In the event that an assault has occurred, the pupil shall be removed immediately from the class and the school and referred to the Director of Pupil Services for reassignment to another building or expelled. In the case of a physical assault, a recommendation shall be made to the Superintendent for expulsion. In all cases of physical assault, the principal shall notify the Akron Police Department to enable the member to file a police report. Members will cooperate with all appropriate governmental agencies in the prosecution of the assailant(s). In no case shall a member be required to readmit a student to class following an assault. These procedures may, but do not necessarily, apply to the Severe Behavior Handicapped pupil.

The principal shall report each such case of employment-related assault on a member to the Director of Student Services; the Director shall inform the President and the Superintendent of the assault.

3.25 Threat of Assault

Any member who is threatened with bodily harm by any person(s) on school property shall notify the principal in writing of this threat. The principal shall acknowledge receipt of such report and shall report this information to the Director of Student Services and the President.

Members shall also inform the building principal of any parent or visitor who threatens or directs foul and/or abusive language at the member. Should a subsequent review indicate that the allegations are correct; the building principal shall notify the parent or visitor, in writing, of the complaint and shall direct the parent or visitor that future visits to the school must take place in the school office with the principal in attendance.

3.26 Visitors

Classroom visitation shall be limited to parents, guardians, professionals or other individuals with a legitimate educational interest as approved by the principal and member, provided that twenty-four (24) hours advance notice has been given to the member. Visitations shall be no more than one hour in duration, one time per week, unless otherwise approved by the principal and member. Visitations may be permitted without twenty-four (24) hours notice provided that the time is mutually agreeable to the member and the principal.

Building principals and employees shall be responsible for enforcing the Board's "visitor policy" as stated in Board policy and as provided in O.R.C. 2911.21.

Students or visitors personal use of tape, video, and other electronic recorders in the classroom is prohibited unless approved, in advance, by the principal and the member, for legitimate educational purposes or otherwise required pursuant to an individualized education plan (IEP) or an individual accommodations plan (IAP).

3.27 Facilities

The buildings shall be kept in a safe, healthful condition with hallways, restrooms, faculty lounges, classrooms and lunchrooms kept clean.

The Superintendent shall provide a telephone for the exclusive use of the members in buildings where the October 1 enrollment exceeds 500. The location of the telephone shall be determined by the School Faculty Council or Building Leadership Team. No long distance telephone calls are to be charged to designated faculty phones. Charging long distance calls to said phones may be cause for reprimand.

As soon as possible, the Superintendent shall make available in each building:

- A.** The Superintendent shall provide a minimum of two (2) telephone lines to every elementary school, with an extension from one (1) of these lines for use by the school faculty. The location of the telephone, with the extension line, shall be determined by the School Faculty Council or Building Leadership Team. No long distance telephone calls are to be charged to the designated faculty telephone. Charging long distance calls to said phones may be cause for reprimand.
- B.** A Faculty Lounge – Not less than one (1) room, appropriately furnished and vented, shall be reserved for use as a faculty lounge in which smoking will be permitted. The School Faculty Council or Building Leadership Team may designate a lounge as smoke-free provided a smoking area is available within the building; where no such area is

available and where the School Faculty Council or Building Leadership Team indicates a desire to have a smoke free lounge, the School Faculty Council or Building Leadership Team may petition the Permanent Improvements Panel for assistance in providing a smoking area. The suitability of the smoking area may be appealed to the Joint Professional Problems Committee.

- C. Equipment – Each member shall be provided with a desk and chair for his/her exclusive use.
- D. Storage Facilities – Adequate storage facilities in which teachers may safely store instructional supplies shall be provided in each classroom in each building.
- E. Workroom – Each school shall have a workroom reserved for the use of members and containing equipment and supplies necessary for the preparation of instructional materials.
- F. Supplies – Adequate teaching materials and supplies for the preparation of instructional materials, including Kindergarten and special education materials and supplies, shall be available at all times beginning with the first (1st) week of school.
- G. Lunch Area – A reserved or separate lunch area shall be provided for members.
- H. Parking Facilities – Each school shall have adequate parking facilities accessible to the school for the use of the entire staff, during the work hours of the staff. The Superintendent shall make every reasonable effort to keep parking lots free of snow, ice, debris, etc.
- I. Rest Rooms – Separate, clean, well-lighted faculty rest rooms shall be provided for men and for women in each building.
- J. Whenever possible, classrooms used as student lunchrooms shall be cleaned by the custodial staff following the lunch period.

When all the aforementioned facilities cannot be immediately provided for a building, the administrative staff shall develop and present to the AEA and the Board a reasonable timetable for compliance with this section.

3.28 Staff Participation in School Design

Prior to the design of a school building, or a school building addition, or major remodeling involving instructional facilities, the architect – or his/her designate – shall meet with the members of the affected school or with a committee of members selected by the Superintendent or his/her representative, who shall be representative of grade levels or disciplines to be housed in the building, to discuss educational specifications for the structure. The same group or committee shall review the preliminary drawings prior to the preparation of working drawings. Should the architect determine not to incorporate recommendations of the members' committee, a written explanation shall be provided to the committee, the President, the Superintendent and the Board.

3.29 Grievance and Complaints

An aggrieved person is a member or members having a grievance.

A "grievance" is a claim by a member based upon an event which is an alleged misinterpretation or misapplication of any of the provisions of this Agreement.

The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to grievances. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort shall be made to expedite the procedures. The time limits may only be extended by written mutual agreement of both parties.

The aggrieved person or persons may be represented at all stages of the grievance procedure by any person of his/her own choosing.

The AEA shall have the right to have its representation present at all stages of the specified grievance procedure.

If the grievance procedure is not initiated within fifteen (15) work days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived. An event or condition based on the number of teacher preparations, or on the number of pupils per teacher, or on physical conditions in the building shall be deemed a continuing condition, and a grievance based on such a continuing condition may be initiated without regard to the aforementioned time limitation.

Grievants and respondents shall utilize the grievance forms mutually agreed upon by the parties.

Grievances shall be resolved as follows:

Level One

The aggrieved person shall file a grievance in writing with his/her building principal with copies to the President and the Executive Director – Human Resources. The principal shall within five (5) work days after receiving the grievance submit a written answer to the grievance to the Executive Director – Human Resources, with copies to the President and the aggrieved person. Upon review by the AEA Grievance Committee, the grievance, within ten (10) days after receipt of the principal's reply, will be either:

- 1) Signed-off by the President or designee as resolved, or
- 2) Filed at Level II with the Executive Director – Human Resources

Level Two

Upon referral of a grievance to the Executive Director – Human Resources at Level Two, and by mutual agreement, a conference between the President and/or his/her designee and the Executive Director – Human Resources and/or his/her designee may be held to seek a solution to the grievance. The conference shall be held within ten (10) work days of the submission of the grievance at Level Two.

When a conference is held, the Executive Director – Human Resources shall, within five (5) work days after the conference, review the grievance and give a written response to the aggrieved person, the President and the chairperson of the AEA Grievance Committee.

When a conference is not mutually agreed on, the Executive Director – Human Resources shall within ten (10) work days after receipt of the referral of the grievance by the President, review the grievance and give a written response to the aggrieved person, the President and the chairperson of the AEA Grievance Committee.

Should the Grievance Committee decline to refer the grievance further, it shall, within ten (10) work days, notify the aggrieved person, and the Executive Director – Human Resources, in writing, of such decision. In such event, the aggrieved person may forward the grievance, in writing, to the Executive Director – Human Resources independently. However, if the written grievance is not referred by the aggrieved person to the Executive Director – Human Resources within fifteen (15) work days after the Grievance Committee has declined, in writing, to refer such a grievance, the grievance shall be considered waived.

If a grievance affects a group or class of members, AEA may submit such grievance in writing, signed by two or more aggrieved members from two or more buildings, directly to the Executive Director - Human Resources, when such grievance is not directed at an individual building principal or is not within the authority of that principal to resolve. Such grievance shall be processed, commencing at Level Two.

Level Three

The President may, within fifteen (15) work days after the answer of the Executive Director – Human Resources, notify the Executive Director – Human Resources of the intent to submit the grievance to arbitration, or by mutual agreement of the parties, submit the issue(s) to grievance mediation. Submission of an issue to grievance mediation shall toll the timelines for arbitration. The parties will attempt to identify joint stipulations of facts and issues for submission to mediation or arbitration.

A. Grievance mediation procedures shall be as follows:

1. The parties shall mutually agree to a panel of three (3) mediators on an annual basis, July 1 through June 30.
2. A mediator, from the panel, shall be selected on a rotating basis depending upon availability, to hear grievances.
3. The mediator shall schedule a meeting within five (5) work days of the receipt of a referral. The mediator shall utilize any procedures acceptable to the parties to attempt to reach a resolution of the grievance.
4. The mediator, at the conclusion of the mediation meeting, shall issue an oral opinion on the resolution of the grievance which, if acceptable, may be memorialized by the parties.
5. If the grievance remains unresolved following mediation, the Board, the President or designee, will notify the other party with five (5) work days and may immediately submit the grievance for arbitration under the steps provided in this section.
6. The comments and opinions of the mediator, and any settlement offers put forth by either party, shall not be admissible in any subsequent arbitration of the grievance, nor be introduced in any future grievance proceedings.

7. Costs for the mediation shall be shared equally by the AEA and the Board.

B. The arbitration procedures shall be as follows:

The President and the Executive Director – Human Resources shall establish a panel of seven (7) arbitrators to hear and decide cases for one (1) year period on a rotating basis.

After any arbitrator on the panel has rendered an award, either party, within ten (10) work days, may remove such arbitrator from the panel. In addition, if either party requests by August 1 of any school year, one or more arbitrators shall be removed from the panel. In either event, the parties shall attempt to agree on additional arbitrator(s) to complete the panel within ten (10) work days of the removal of an arbitrator from the panel. The parties shall request a list or lists, as the case may be, of arbitrators from the American Arbitration Association or, at the option of the parties, the Federal Mediation and Conciliation Service. The parties shall then alternately strike names from the list(s) until the number of arbitrators remaining equals the number needed to complete the panel of seven (7) arbitrators.

Within ten (10) work days of the notification to the Executive Director – Human Resources, the President and the Executive Director – Human Resources shall select the arbitrator. The arbitrator selected to consider a particular grievance shall be that arbitrator next in order of rotation who can schedule the hearing with the parties within twenty (20) work days and render a decision within fifteen (15) work days of the closing of the hearing or the filing of briefs, if they are desired, whichever is later.

The arbitrator shall schedule a hearing within twenty (20) work days, and at a time mutually agreeable to both parties. The parties agree to cooperate to obtain expedited procedures. If briefs are to be filed, they must be filed within fifteen (15) work days of the hearing. When a transcript has been requested by either party, the brief must be filed within fifteen (15) work days of receipt of the transcript or thirty (30) work days of the hearing, whichever is earlier.

The arbitrator shall report recommendations for settlement of the grievance to the President, the Executive Director – Human Resources, and the President of the Board within fifteen (15) work days of the completion of the hearing. The Board shall accept or reject the arbitrator's recommendation by official action within fifteen (15) work days of the date of the arbitrator's report of award.

Costs incurred for the arbitration shall be shared equally by the AEA and the Board.

3.30 Pilot Programs

Pilot Programs initiated on behalf of the Board shall not be implemented unless the consent of the majority of the teachers to be involved therein is obtained. Where a Pilot Program requires conferences or meetings beyond the contractual school day, members shall be paid at the summer school hourly rate.

3.31 CPR Certification

The Superintendent shall make every effort to schedule CPR clinics for coaches on the half-day inservice day prior to the first student day.

In the event the Superintendent is unable to schedule clinics in this manner, coaches shall be compensated at an amount pro-rated on their daily rate of pay, for time spent in attendance at

CPR clinics held at a time other than during the half-day inservice day, unless the clinics are scheduled within the work day.

The superintendent shall also schedule mandatory refresher clinics in a similar manner, and shall compensate coaches in a like manner if refresher clinics are held at a time other than during the half-day inservice day, unless the clinics are scheduled within the work day.

3.32 Job Sharing

Members with at least three (3) consecutive school years of full time classroom teaching, who are seeking to form a possible Job Sharing team for the following school year, must notify the Executive Director —Human Resources prior to March 1. A listing of interested teachers will be posted in all buildings by March 10. The posting will contain the member names, certification and current or most recent teaching assignment. The formation of Job Sharing teams is the responsibility of the interested parties.

Members who have formed Job Sharing teams must notify the Executive Director – Human Resources by April 1 of their desire to be employed on a half-time basis for the following school year. These Job Sharing teams shall be ranked on the basis of the team members' combined system-wide seniority, and—in cases of ties—earliest hire date; those teams with the greatest seniority and/or earliest hire date shall be assigned Job Sharing positions to a maximum of twenty-five (25) teams per year and a maximum of twenty (20) percent of the full time classroom teaching positions in an individual building. All members making application for Job Sharing positions shall receive notification of acceptance or rejection no later than May 1.

Job Sharing teams are formed for one academic year. Members who wish to continue in the Job Sharing program for subsequent school year must reapply. Job sharing teams which reapply shall be given priority over newly formed teams for each consecutive year they wish to participate for four additional years beyond their first year. A member may not participate in the Job Sharing program for more than ten (10) school years unless the full complement of twenty-five (25) teams has not been filled. Only the school years subsequent to 1995-1996 shall be counted toward the ten (10) year limit on an individual's participation in Job Sharing.

The Job Sharing team will assume the present teaching assignment of one of the team members. At the conclusion of Job Sharing, the member who vacated his/her position to assume part-time status will be reassigned under the Member Initiated Request for Transfer provision of this Agreement. The member who retained his/her assignment during Job Sharing will assume full-time status in the same position that was occupied by the team.

Members assigned to part-time positions under this section shall be compensated at one half (1/2) the level which the member would receive under a full-time contract. If a member elects to take fringe benefits, costs for hospitalization, term life insurance, dental and vision coverage shall be shared equally by the member and the Board.

Job sharers shall accumulate sick days at the rate of 7.5 days annually. Upon use of sick days, job sharers shall have one-half day deducted from their accumulated sick day total per day of use, and shall be paid at their half-time rate per day of use.

For severance pay computation purposes, a member who retires from a job sharing position shall have his or her severance benefit computed on the basis of the member's daily rate of pay had said member been employed under a full-time contract.

Any member of a Job Sharing team may withdraw his/her consent to be a team member for the subsequent school year by submitting a written request for withdrawal prior to 5:00 P.M. on the

Monday before the second Board meeting in April of each year. The request to be removed from a Job Sharing team must be received in the Department of Human Resources by this specified date and time.

If no withdrawal request is filed prior to this time, the Job Sharing team members will be committed to their half-time Job Sharing contracts for the following school year, and the team may be dissolved only with the mutual consent of both team members and the Executive Director – Human Resources.

3.33 Middle School Study Committee

The parties agree to establish a ten (10) member joint study committee consisting of equal numbers to be chosen by each side to review in a comprehensive fashion all issues pertaining to the implementation of the middle school generalist team concept. All grievances which may arise with respect to any aspect of the middle school generalist team concept shall be referred to the Middle School Study Committee for consideration and resolution. In the event the grievance cannot be resolved by the Middle School Study Committee within ten (10) work days, it may then be referred to the grievance procedure set forth in Section 3.29, and such processing shall begin at Level Two. This committee shall submit its recommendations, no later than May 15, 1989, to the AEA and the employer.

3.34 Entry Year/Mentor Program

For the purposes of the Mentor Program, an Entry Year Teacher shall be defined as any first year full contract teacher working under a Two Year Provisional License.

Entry Year Teachers must participate in the Mentor Program. Entry Year Teachers shall be assigned a Mentor from the district's Mentor Pool.

Members interested in becoming mentors may nominate themselves by filing an application to the Mentor Program Coordinator.

The Mentor coordinator in conjunction with the District Mentor Selection Committee shall select and assign Mentors based on established criteria, which may include subject area, accessibility, and professional compatibility. The District Mentor Selection Committee shall be comprised of an equal number of administrators appointed by the superintendent and teachers appointed by the Association president.

Mentor Teachers shall not participate in the evaluation of the Entry Year Teacher.

All interactions between the Mentor Teachers and the Entry Year Teachers shall be confidential except as otherwise directed by law. Violation of confidentiality will be grounds for dismissal from the Mentor Program.

A. Entry Year/Mentor Program

1. Each newly hired full time classroom teacher who is in the first year of experience under his/her teaching license shall be considered a mentee and may select or be assigned by the principal a building mentor from those teachers currently employed by the Akron Public Schools who have at least one (1) year of classroom teaching experience in the Akron Public Schools.

2. The employer shall establish a fund of \$30,000 at the beginning of each school year for use in connection with the Entry Year Mentor Program. This money will be made available for paying substitute teacher costs for the release of mentor teaches and/or their respective mentees, as well as for payment of normal workshop and/or seminar expenses and material costs. This money shall also be available for payment of meeting expenses, including light refreshments for meetings by and among various groups of mentors/mentees.
3. Requests for released time covered by substitutes and other expenditures out of the Entry Year Mentor Program fund shall be made in advance by the mentor, mentee, or both, as they deem necessary throughout the school year. Such requests shall be transmitted and processed in the same fashion as requests for other types of released time and requests for expenditures of educational excellence monies. All reasonable requests for released time covered by substitutes and/or other expenditures are to be granted until such time as the \$30,000 maximum is reached.
4. In the event a substitute or other request is denied, the requesting party may appeal such denial to the Advisory Committee for the Entry Year Mentor Program which shall consist of:
 - a) two (2) administrators selected by the employer;
 - b) two (2) teachers selected by the President;
 - c) one (1) current mentor teacher selected by the four (4) appointed committee members.
5. It shall be the duty of the mentors to help their mentees. Mentors shall not participate in the teacher appraisal program, nor shall they have any role, directly or indirectly, in any proceeding concerned with termination or non-renewal of a mentee's contract.

B. Displaced Teacher Program

1. Those teachers forced to teach in an alternate area of certification than that of the previous school year by invocation of the "to protect a member's continuing employment" exception of this Agreement (Section 3.11, paragraph 1) and who have not taught in the alternate area of certification in the past five (5) school years shall have access to the funds and program specified in 3.34 A. 1-5 above.
2. These members shall have access to entry year mentor program funds for partial of full reimbursement of expenses related to a program for retraining/updating in the alternate area of certification, provided the program has the prior approval of the Superintendent. Expenses shall be limited to tuition, textbooks, and such other expenses as have prior approval of the Superintendent.
3. These members shall have access to entry year mentor funds up to \$200 for classroom supplies above and beyond those ordinarily provided by the Board.

3.35 Alternate Elementary School Day Schedule

- A.** Each elementary building shall determine the time allocations for lunch and for recess and the timing of the lunch and/or recess period(s) through a committee process. The committee shall be composed of the principal, the AEA Building Representative, the School Faculty Council chairperson or a Building Leadership Team member, and two (2) teachers appointed by the School Faculty Council or Building Leadership Team chairperson. The committee shall consult with representatives of the parents (for example, PTA leadership) and the classified staff members of the building. After consulting, the committee shall attempt to reach consensus. If consensus is not attained, the members shall vote with each member, the principal included, having one vote. The majority shall decide.
- B.** In those buildings where the alternate (earlier, shorter) school day is implemented, Section 3.05 I shall not apply. Instead, each member shall receive 120 to 135 minutes per week break in pupil contact time, said time resulting from one period of instruction per week in art, music, and physical education.
- C.** In those buildings where the alternate school day is implemented, the activity supervisors shall be assigned to supervision of noon time activities, notwithstanding the designations of the School Faculty Council or Building Leadership Team.
- D.** If the alternate school day eliminates unpaid duty assignments during the noon hour, then not more than one (1) additional meeting per month may be scheduled upon mutual consent of the building representative and the principal. Said meeting may be initiated by the principal or the building representative. These meetings shall not exceed forty-five (45) minutes in length. The provisions of 3.18 (C) and (D) do not apply to these meetings

3.36 Non-Resident Members Children in Akron Public Schools

Non-resident members shall have the right to enroll their dependent children in any Akron Public Schools subject to the provisions of inter and intradistrict open enrollment policies and guidelines, and the provisions of the Ohio Revised Code.

3.37 Vocational Education Development Committee

A committee of not more than five (5) administrators appointed by the Superintendent and the same number of members appointed by the President shall research and provide direction for vocational education to meet state standards and new mandates. Recommendations of the committee shall be determined by majority vote of the committee.

Recommendations which include proposed variations to the Agreement or which may affect terms and conditions of employment in such a manner as to require further bargaining under O.R.C. 4117 shall be submitted to the Joint Professional Problems Committee. The Joint Professional Problems Committee, by a majority vote of its membership, may approve implementing the recommendations of the Vocational Education Development Committee pending the next reopening of negotiations.

3.38 Administrative Promotion/Placement

In the event a student is placed in or promoted to the next grade in opposition to a member's professional judgment and recommendation, a written record of the placement or promotion shall

be made with a copy provided to the member and also placed in the student's permanent record file.

3.39 Psychologist Advisory Council

School Psychologists may form an Advisory Council. The purpose of the Council shall be to provide a means of communication between the psychologists and the Chief Psychologist. The Chief Psychologist shall meet monthly during the year with the Advisory Council.

The council shall serve in an advisory capacity, except that decisions with respect to the Medicaid Psychologist shall not be advisory, but binding.

3.40 Alternative Programs

Alternative instructors shall be responsible for the complete program of student instruction.

The instructional day shall not total less than 20 hours per week, excluding lunch, and shall include some additional activities of an instructional or other nature as deemed appropriate by the instructor.

Alternative instructors shall be held accountable for improvements in attendance, discipline and achievement.

The Board shall provide for the establishment of budget-based Alternative programs that shall meet the following criteria:

Each program shall enroll a minimum of 20 students per FTE teacher. Alternative programs that enroll 20 students shall have a supplemental budget of \$11,000 to be used for extended time, supplemental personnel, supplemental materials and student activities. Alternative programs that enroll 30 students shall have a supplemental budget of \$33,000 to be used for extended time, supplemental personnel, supplemental materials and student activities.

The building principal and/or counselor shall refer students to the Alternative teacher for placement in the program. After the Alternative teacher reviews and evaluates student records, the teacher shall select students for appropriate placement in the program. If the student fails to meet the program expectations, he/she shall be placed back in the regular school setting.

Any student in an Alternative program shall exhibit at least one of the following characteristics:

- Absence of more than twenty percent of previous semester
- Failure to pass more than one academic course in pervious semester

ARTICLE IV – ABSENCE AND LEAVE

4.01 Authorized and Unauthorized Absence

An absence is not authorized unless it is approved by the Superintendent. Absences may be authorized only if they are specifically provided for in this Agreement and comply with the law governing such absences or if they are otherwise specifically approved by the Superintendent. Whether or not a member is compensated for an authorized absence, and the amount of any such

compensation, shall be governed by the pertinent provisions of this Agreement and/or the law pertaining to such absences. The Superintendent may also authorize absences without pay in accordance with specific guidelines established for such absences.

The seven (7) paid holidays shall not be affected by absence.

4.02 Notification In Case Of Absence

All absences shall be reported in accordance with written procedures.

As soon as the necessity for absence is known, the member shall notify Substitute Services and, whenever possible, the principal or his/her designee. A twenty-four (24) hour answering system shall be used by Substitute Services.

Should an absence continue beyond a single day, the member shall notify the building (if known before 2:30 p.m.). After 2:30 p.m., the member shall follow the procedures above.

If a member fails to notify the building of a continued absence prior to 2:30 p.m., the substitute teacher shall be released, and the responsibility for substitute coverage of the class rests with the member.

4.03 Certificate Of Absence

All forms used for the certification of an absence shall be compatible with the terms and provisions of this Agreement.

The member shall certify to the Superintendent the cause of the member's absence. Such certification shall also constitute a request by the member for authorization of absence. The school office shall give to the member the appropriate form(s) to be used by the member for the certification of absence. The member shall complete and return the form(s) to the school office within one (1) work day after receipt of such forms. Failure to complete and return the form(s) in a timely manner may result in a delay in the issuance of pay.

The building principal shall sign and forward to the appropriate offices the member's certificate of absence within one (1) work day of receipt of such certification. Approval by the Superintendent of such request shall constitute an authorization of absence for duty.

Members shall not be considered absent when on Board-sponsored/approved field trips. Members shall be responsible, however, for submitting an Attendance Variations Form for Modification of Worksite when on such field trips lasting one (1) school day or longer.

4.04 Certificate of Health

When a member has been absent for more than five (5) but less than ten (10) consecutive work days because of personal illness, a Certificate of Health (Form S-2e) shall be filed with the Department of Human Resources immediately upon the member's return to work.

In the event that the absence is for ten (10) days or more, a Certificate of Health is to be filed at the end of each ten (10) day payroll period. Failure to file the Certificate of Health will result in delay of compensation for accumulated sick days.

The Certificate of Health shall be signed only by the member and shall list the name and address of the attending physician and the dates the physician was consulted. Nothing in this form shall be construed to waive the physician-patient privilege.

4.05 Epidemic or Other Public Calamity

Members shall be paid for all time lost when schools in which they are employed are closed owing to an epidemic or other public calamity. Public calamities shall be determined by the State Superintendent of Public Instruction.

In the case of absence resulting from travel difficulties between the member's local residence and his place of employment, provided these difficulties are caused by flood, storm or other uncontrollable conditions, the Superintendent shall waive the salary deduction if, in his judgment, the member has made every reasonable effort to get to his place of employment.

In case of absence due to damage or serious and immediate threat of damage to the member's residence resulting from flood, storm or other uncontrollable conditions, the Superintendent shall waive the salary deduction if, in his judgment, such absence was imperative to the protection of property and personal safety of the member and his immediate family.

The Superintendent has the authority, under highly unusual circumstances, to declare schools closed. When the Superintendent exercises this authority, the following conditions shall prevail:

- A.** In the event schools are closed because of weather conditions, members are not expected to report to work. Members will be paid for time lost in accordance with State law.
- B.** In the event schools are closed because of public calamity (e.g., flood, tornado, storm or epidemic), members are not expected to report to work. Members will be paid for time lost in accordance with State law.
- C.** In the event schools are closed because of an energy shortage, members are not expected to report to work; such days are not considered work days, and a modification of the school calendar will be determined by the Board following consultation by the Superintendent with the AEA. A member is assured of his annual contract salary, with no increase in the number of annual days worked.
- D.** If for any reason, an entire student body is released after the school day commences, the faculty shall also be released for duty within thirty (30) minutes of the students' departure.

4.06 Absence and Salary Increments

Annual salary increments are earned on the basis of the number of work days for which the member is paid and are granted in accordance with the table set forth in the Schedule of Salaries. The number of work days required for earning a salary increment shall not be increased by the employer except through the collective bargaining process.

4.07 Absence Covered by Sick Days

A substitute shall be provided for any member who is a teacher or librarian absent under the provisions of this section, unless the substitute list has been exhausted.

All members shall be paid regular compensation for time lost due to illness of other causes encompassed by this Agreement for not less than ten (10) days annually. This minimum benefit of ten (10) days shall become effective and available to use annually on the first day of the contract year in which the member is assigned to duty.

After a member has used the full amount of sick day credit provided either by regulations of the Board or earned by such member on the basis of service at the rate of one and one-fourth (1 ¼) days for each month of service, such member may not be lawfully paid for further absence because of illness.

A. Accumulation

Maximum annual accumulation of any employee shall be fifteen (15) days. Job sharers shall accumulate sick days at the rate of 7.5 days annually. Upon use of sick days, job sharers shall have one-half day deducted from their accumulated sick day total per day of use, and shall be paid at their half-time rate per day of use.

The maximum accumulation of unused sick days shall be 400 effective July 1, 2002.

Sick day credit may be retained during a leave of absence for military service. Additional sick day credit may not be earned during a leave of absence for military service except in the case of temporary military service, said service not to exceed thirty-one (31) days in any one (1) calendar year.

B. Transfer

A member who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick days. To receive such credit, a new member shall present to the Treasurer a certification from the public agency in Ohio for which he most recently worked, stating the number of days of unused sick days credited to him at the time of the termination of employment.

C. Use

Members shall be granted sick days as follows:

1. Personal illness or injury, physical disability, emergency dental care, childbirth, disability and/or complications due to pregnancy, or exposure to contagious disease which could be communicated to other employees or to school children: no limit. However, a member on sick days for these or other causes shall be paid only for the number of sick days credited to or earned by such member. Before salary payment can be made for absence because of personal illness or injury, physical disability, emergency dental care, childbirth, pregnancy, or exposure to contagious disease, the member shall submit the appropriate forms to the building principal. Absence of more than five (5) consecutive work days for the above reasons shall require the filing of the appropriate form.
2. A member shall be entitled to complete usage of accumulated sick days for serious illness or disability in the immediate family. Before payment can be made for such absence, the member shall submit the appropriate form to the building principal or his designate. If such absence extends beyond five (5) consecutive work days, the member shall also submit a Statement Of Necessity For Absence (Form S-2f) stating that the member's absence from duty if required.
3. In the event a member uses all accumulated sick days, he or she shall have the option of applying for leave under the provision of Section 4.09 of this Agreement.

4.08 Sick Day Bank

Effective with the 1991-1992 school year, a Sick Day Bank shall be established.

The purpose of the Sick Day Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and accrued vacation days and who are experiencing prolonged personal or family illness.

Members may enroll in the Sick Day Bank during the initial enrollment period, which shall be the month of September, 1991, or during the subsequent enrollment periods, which shall be during the month of September of each school year.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Day Bank. Days contributed to the Sick Day Bank are non-returnable. Annually thereafter, members will be assessed one-half (1/2) day during the enrollment period to remain a member of the Bank, unless the Sick Bank Committee waives the assessment.

Enrollment in the Sick Day Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Day Bank Committee (SBC) of his/her intent to withdraw.

1. Sick Day Bank Committee

The Sick Day Bank Committee shall be composed as follows:

- a.** The Superintendent or his designate.
- b.** The President or his designate.
- c.** One (1) administrator appointed by the Superintendent.
- d.** Two (2) members appointed by the President.

The SBC shall review and approve or deny all applications to the Sick Day Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Day Bank to the Treasurer.

Decisions of the SBC are final.

The SBC shall review the operation of the Sick Day Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

2. General Procedures

- a.** An application for a loan from the Sick Day Bank will be accepted only from those individuals who have contributed to the Bank.

- b. Loans will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the loan application in order for the request to be considered.
- c. A loan application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances and accrued vacation days.
- d. Members may borrow days from the Bank in accordance with the following schedule:
 - Day 1 – 50 at 100% of the member's daily rate of pay
 - Day 51 – 100 at 75% of the member's daily rate of pay
 - Days 101 – 180 at 60% of the member's daily rate of payMembers may borrow up to one-half (1/2) day for each day of serious illness in the immediate family.
- e. Once qualified to borrow from the Bank, the maximum number of days a member may borrow from the Sick Day Bank shall not exceed the annual number of work days assigned to the Time Schedule for the member's Job Code. Loans from the Sick Day Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days or accrued vacation days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.
- f. After a member has borrowed fifty (50) consecutive days from the Sick Day Bank, the Sick Day Bank Committee shall review that member's application to the committee to confer with the member's doctor. The Committee may require the member to apply for disability under the provisions of the State Teachers Retirement System before approving additional days beyond the initial fifty (50) days.
- g. Loans from the Sick Day Bank will be made only for absences under a member's normal (principal) teaching contract. Loans will not be made for absences in programs such as summer school, extended services, Evening High School or any other part time or second position held by a member with a full time contract.
- h. Days may not be borrowed from the Bank for absences due to normal pregnancies (natural or caesarian section). Utilization of the Sick Day Bank for complications arising from pregnancy or child birth may be authorized by the SBC.
- i. Days may not be borrowed from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days and accrued vacation days.

- j. Whenever the total number of unloaned days in the Sick Day Bank falls below fifteen (15), the SBC may require the Sick Day Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Day Bank.
- k. Contributions to the Sick Day Bank shall not count against a member's record of perfect attendance.

3. Payback Procedures

- a. A member who borrows days from the Sick Day Bank shall be required to pay back the borrowed days at the rate of 1/3 of his annual sick day accrual each year until the total number of days borrowed is restored to the Bank.
- b. The sick day accumulation of any member owing days to the Sick Day Bank shall not be permitted to exceed fifteen (15) days. Any days that would otherwise be accumulated beyond fifteen and in excess of the normal annual payback shall be used to restore the member's borrowed days to the Sick Day Bank.
- c. In the event a member retires with an outstanding balance owed to the Sick Day Bank, or terminates his/her employment with the Akron Public Schools, any accumulation of sick days at that time shall be used as payback days.

4.09 Absence Other Than Sick Days

A substitute shall be provided for any member who is a teacher or librarian absent under the provisions of this section unless the substitute list has been exhausted.

All members shall be paid regular compensation for absences covered under this section.

A. To Attend Meetings and Conferences

Absence of at least one (1) day per school year may be authorized by the Superintendent to permit each member to visit another school or to attend local, district, state, national and international meetings or conferences of a professional nature. Authorization for such absence shall be obtained prior to the absence by a written request to the Superintendent.

Members who attend such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary. A member shall submit an Attendance Variations Form (S-2j) before payment of salary can be made.

When appropriations for expenses incurred in attending a professional meeting or a conference have been authorized by the Board, a member shall be reimbursed, or have his expenses paid, upon approval by the Superintendent. In cases where appropriations for such expenses have previously been made by the Board, such expenses shall be paid or reimbursed, upon approval of the Superintendent, within the limits authorized by the Board.

B. For Temporary Military Service

A member who is a member of the organized militia, or who is a member of another reserve component of the armed forces of the United States, is entitled to be absent from

duty without loss of pay for such time as he is in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year.

C. For Jury Service

A member who has received notice from the commissioner of jurors to serve as a juror shall present said notice to the principal or immediate supervisor upon receipt of same. The principal or immediate supervisor shall make necessary arrangement for substitute services.

A member who serves on jury duty will be paid by the Board at the member's regular daily rate of pay. The member may retain all sums received from the court for jury duty in addition to receiving his or her full salary.

The member shall be excused according to law and established administrative practice.

D. Justifiable Absence

All full-time members shall be granted days of absence for personal business during each calendar year without loss of pay or deduction from sick days. Part-time members shall be granted a maximum of two (2) such days per year, unless both days are taken for the purpose of observing religious holidays in which case a third day of justifiable absence for the observance of a religious holiday can be requested and will be granted. Personal business is an obligation or emergency over which the member has no control and which requires immediate attention. Generally, these are limited to one (1) day per occurrence. When five (5) hours or more of travel time are required, additional time shall be granted.

Notice of such absence shall be given as far in advance as possible.

In giving such notice, or upon return to school, if the justifiable absence was for an emergency, the member shall submit the appropriate form which shall require only a check mark for items listed below.

In the case of all disputes concerning justifiable absences as to decisions made by the Personnel Office, the following special procedure shall apply. Two (2) members designated by the AEA and two (2) members designated by the Superintendent shall constitute a panel. From the panel three (3) names shall be drawn through a blind selection procedure. Those three (3) members shall decide the matter of justification for absence under this provision by a majority vote.

Emergencies

Accidents in the immediate family or affecting family property.

Travel conditions which make it impossible to report for work.

Obligations

Observance of religious holidays.

Attendance at graduation exercises beyond high school involving a member or a member of his immediate family.

Physical examination for induction for military service.

Accompanying a member of the immediate family to a terminal upon departing for service outside the continental United States, or meeting a member of the immediate family returning from such service.

Attending a wedding involving the member or a member of his immediate family.

Attendance at ceremonies where the member or a member of his immediate family is receiving an award of major significance.

Appearance with civic, musical or drama groups on a non-paid basis.

Court appearances as litigant or witness.

To attend the funeral or memorial service of a close friend.

The Superintendent may authorize Justifiable Absence for other reasons. The reason for such request shall be included in writing on the appropriate form.

E. Unrestricted Absence

Use of a day of unrestricted absence is prohibited on Parent-Teacher Conference Days and Open House except that a member may make use of a day of unrestricted absence on a Parent-Teacher Conference Day if the member has fulfilled his/her conference obligations by making eight (8) home visits before Parent-Teacher Conference Day and before requesting the day as a day of unrestricted absence. The use of a day of unrestricted absence is further limited during the month of June to a maximum per day of two (2) members per building or 10% of the total building staff, whichever is greater.

The number of members taking unrestricted absence on any one (1) day shall not exceed fifty (50). Unrestricted absence days are to be taken at a time other than immediately prior to or after a scheduled holiday and/or vacation period.

1. For more than one hundred (100) accumulated sick days: authorization of one (1) day unrestricted absence shall be given any member with an accumulation of one hundred (100) or more sick days as of the member's first work day each school year.
2. For absence of not more than five (5) days for the previous school year: authorization of one (1) day unrestricted absence during the current school year shall be given any member whose absence was not greater than five (5) days for the previous school year.

In lieu of the day(s) of unrestricted absence in #1 and #2 above, a member may elect:

- a) Payment of \$100.00 for an earned but unused day under #1 above
- b) Payment of \$100.00 for an earned by unused day under #2 above
- c) Payment of \$300.00 for earned but unused days in #1 and #2 above

Members electing payment for the days above must inform the Board of their intention during the month of April in the school year during which the days are unused. Payment shall be made by the Board before the end of the school year.

Members may elect in lieu of the use of, or payment for the days in #1 and #2 above to have funds available in the applicable dollar amounts for the purchase of classroom materials and supplies. Members who wish to elect this option must notify the Board by December 1 of the current school year.

Absence for unrestricted absence, jury duty, vacation, professional development (Modification of Worksite) and extended absence for personal illness (more than twenty (20) work days in succession) shall not be counted when determining a member's eligibility for the options based on absence of no more than five (5) days in the previous school year. Modification of worksite is not considered an absence.

F. Absence for Death

For death in the member's immediate family, three (3) days will be provided, and for death of other relative, two (2) days will be provided, except that the Superintendent may increase the number of such days in the event circumstances justify authorization of additional days of absence with pay.

G. Absence Due to Assault

Members shall be granted paid days of absence due to injury resulting from a physical assault by any person when performing his/her official duties.

The member shall be paid regular compensation for time lost due to an assault. If the absence extends beyond fifteen (15) days, the member may be required to submit to an examination by a Board-appointed physician. The examination will be conducted at Board expense. Additional time beyond the fifteen (15) days may be authorized by the Superintendent after consultation with Board-appointed physician.

To qualify for absence due to assault, the member must follow procedures outlined in Section 3.24 Assault and if medical attention is required, or if the absence extends beyond three (3) work days, submit a written physician's statement describing the nature and anticipated duration of the disability.

Paid days granted due to assault shall not be deducted from the member's accumulated sick days.

H. For Other Causes

Absence caused by unusual and abnormal circumstances shall be authorized by the Superintendent, if such absence is in the best interest of the member and the schools.

4.10 Leave of Absence

Members may, under conditions specified herein, be granted leaves of absence for the following purposes: illness; parental; unrestricted; dependent care; teaching outside the United States; professional study, travel, research or improvement; Peace Corps; Teacher Corps; public office; and military service.

Leaves of absence may be authorized only by the Board upon the recommendation of the Superintendent and as provided by the following rules and regulations, and within the provisions of the Ohio Revised Code governing such leaves.

For the purpose of regulations on leaves of absence, members on authorized leaves of absence shall be considered as maintaining the characteristic of continuity of service provided such leaves do not total more than two (2) years.

Full credit on the salary schedule shall be granted for authorized leaves of absence for military service; study, travel, research or professional improvement; and for teaching outside the United States or service in the Peace Corps or Teacher Corps.

Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, or failure to comply with the provisions of the leave, may be considered by the Board as termination of contract by the member.

Early Termination of Leave

Termination of a leave of absence (except those listed in 4.09A below) before its expiration date will be considered when the member submits a written request for such early termination to the Executive Director – Human Resources. If there are no vacancies at the time of the request, early termination of the leave shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

Members returning from leave

The Board's responsibility for the placement of a member returning from leave is to place the teacher in the same assignment held at the time said leave commenced or an equivalent position. The following procedures operate to accomplish this:

With respect to members returning from leave, the following practices shall apply:

1. Returning for the beginning of a school year:
 - a. Members returning from leaves which have been taken for an entire year or years may submit their requests for reinstatement before May 15. They shall then submit a transfer request form before June 1. Their assignments for the year of return shall be based on their seniority in the same manner as member initiated transfer requests except they have a right to return to the building in which they served just prior to the leave provided the building is listed as the first choice and there is a vacancy in that building among the grade level and/or subject area requests indicated on the transfer form.
 - b. Members returning from leaves which began during the school year and continued through the end of the school year may submit their requests for reinstatement before May 15. They shall then be treated for purposes of staffing as if they had remained in their buildings.
 - c. In the event a member fails to request reinstatement prior to May 15 but does so prior to the start of the following school year, the member shall be assigned at the discretion of the Department of Human Resources after all transfers based on seniority are complete except that he shall be returned to the building and

position held just prior to the leave provided there is a vacancy after the seniority based transfers are completed.

2. Returning during a school year:

- a. When a member begins a school year on a leave or begins a leave prior to November 1 and when, at the time of requesting the leave, the member indicates an intent to seek the termination of the leave prior to the beginning of the second semester, the member's position shall be held open for the member's return. If the member fails to return prior to the beginning of the second semester, the member shall not have a priority right to return to the building, and the position shall be posted as a vacancy for the following school year provided it remains on the building organization.
- b. When a member begins a leave after November 1, the member's position shall be held open for the member through May 15. After May 15, the position shall be considered vacant for purposes of staffing for the following school year provided it remains on the building organization.

A. Illness Leave and Dependent Care Leave

1. **Illness Leave**

Eligibility

Any member who is unable to perform satisfactorily the duties of his position because of personal illness or other disability, may be granted a leave of absence without pay for the remainder of the school year or for a full school year. Such leave of absence may be renewed for an additional school year.

Application for Leave

Application for such leave shall be made at the member's discretion. An application for renewal shall be made at least thirty (30) days before the expiration of the leave.

The application for such a leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.

Early Termination of Leave

Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the member to the Superintendent and that the request is accompanied by a statement from the attending physician recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

Application for Reinstatement

Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the member shall submit a written

statement from the attending physician, certifying the member has been medically examined and that he is or will be able to resume his duties with the Board when the leave of absence expires. The Board may require, at Board expense, an examination by a Board-approved physician before the member is reassigned.

If the member's leave of absence does not exceed forty-five (45) work days, the member shall return to the same assignment held at the time said leave commenced.

If the member's leave of absence extend to more than forty-five (45) work days, the member shall return to the same assignment held at the time said leave commenced, if available; if not, to an equivalent assignment.

Unrequested Leave of Absence

If a member is unable to perform satisfactorily the duties of his position because of physical or other disability, or if the member has been absent due to personal illness following the expiration of his accumulated sick days, the Superintendent may recommend, without the request of a member, a leave of absence for a part of the school year, and renewals thereof, and the Board may grant such leave in accordance with the provisions of the law.

2. Dependent Care Leave

Eligibility

A member may be granted a leave of absence without pay for the remainder of the school year in order to care for an incapacitated member of his immediate family. Such leave may be renewed for no more than two (2) semesters.

Application

An application for dependent care leave shall be made at the member's discretion. Said request must be accompanied with a statement from the attending physician which indicates that the member's presence, on a full-time basis, is vital to the recovery of the individual under treatment. An application for renewal shall be made by April 15 of the school year for which the initial leave was granted.

Early Termination of Leave

Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the member and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

Application for Reinstatement

Application for reinstatement must be made by April 15 of the school year in which the leave has been granted.

Upon return from a leave of absence for dependent care, the member shall be returned to the same position that he held at the time said leave commenced, if available, if not, to an equivalent position.

B. Teaching Outside the United States or Service in the Peace Corps or Teacher Corps

Eligibility

Any member who has completed three (3) or more consecutive years of regular service in the Akron Public Schools immediately prior to his request for leave shall be granted a leave of absence without pay for teaching outside the United States, or for serving in the Peace Corps or Teacher Corps. A leave of absence for teaching outside the United State or for serving the Peace Corps shall be limited to two (2) school years.

Application for Leave

The application for leave for teaching outside the United States or for service in the Peace Corps or Teacher Corps must be made at least sixty (60) days prior to the beginning of such requested leave. Contractual or other evidence verifying the member's plan for the period of the leave shall be submitted with the application.

Exchange Replacement of Member

If the proposed teaching in another school outside the United States involves an exchange and the use of a teacher from outside the Akron Public Schools as a replacement for the member on leave, such replacement shall be approved by the Superintendent before the requested leave is granted.

Notification of Intent to Return

Notification of intent to resume employment must be made at least sixty (60) days prior to the expiration of a leave of absence for teaching outside the United States or service in the Peace Corps or Teacher Corps. Supporting evidence shall be presented which specifies the beginning and termination dates of the member's service elsewhere, and which indicates that the plans under which the leave was granted were carried out.

Reinstatement

Upon reinstatement, the member's salary shall be the same as he would have received had the period of his leave been spent in the Akron Public School System.

C. Professional Study, Travel or Research

Eligibility For Leave Without Pay

A member who immediately prior to his request for leave has completed three (3) consecutive years as a member of the professional staff of the Akron Public Schools may be granted a leave of absence without pay for study, travel, or research for one (1) full semester or two (2) full semester, but not long than one (1) school year.

Application for Leave

Application for leave for professional study, travel, research or professional improvement shall be made at least sixty (60) days prior to the beginning of such requested leave. The application for such leave of absence shall be accompanied by an outline of the program of study or research to be pursued, or the scope and nature of the travel to be undertaken, or the proposals for professional improvement. It is intended that study and other proposals for professional improvement shall include a full graduate load and shall lead to the completion of a degree in the member's field or area of professional service, if such degree, either undergraduate, or graduate is not already held. Application for leave for travel shall outline in detail the scope and nature of the travel, shall make provisions for an itinerary covering a minimum of four (4) months or eight (8) months, shall show how such travel will contribute directly to improved classroom instruction or to improved professional services by the member, and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.

Regulations Relating to Leave With Partial Pay

The number of such leaves granted per year shall be at the discretion of the Superintendent, except that no more than five (5) percent of the professional staff may be on leave for study, travel, research or professional improvement at any one time.

Leave for professional improvement may not be granted to any member more often than once for each five (5) consecutive years of service, nor may leave be granted a second time to the same individual when other members of the staff, in sufficient numbers to fill the quota for the period, have filed a request for, and are awaiting, such leave.

Upon his return from leave, a member's salary and fringe benefits shall be the same as he would have received had the period of his leave been spent in the Akron Public Schools System.

All members shall, as a condition of approval for leave of absence for professional growth, sign a written agreement to return to service in the Akron Public Schools for a period of at least two (2) years immediately following satisfactory completion of the program for professional improvement within the specified period, or to refund the Board all the partial pay received during the period of leave. The refund requirement shall not apply in case of death of the member while on leave; in the cases of illness or injury, the obligation will be deferred until the member can resume his employment. Refund of pay received on leave may also be required if the member fails to complete satisfactorily the program of professional improvement unless such failure was beyond his control. Obligations arising under this agreement may be deferred if the member is granted a leave of absence under other provisions of these rules and regulations immediately following a leave of absence for professional improvement, or if other types of leave are granted prior to the completion of the required year of service, such deferment not to extend beyond the other types of leave plus one (1) year.

Notice of Intent to Return

Notice of intent to resume employment shall be made at least sixty (60) days prior to the expiration of a leave of absence for study, travel, research or professional improvement. The application shall be accompanied by supporting evidence or statements showing that the plan for study, travel, research or professional growth was substantially carried out.

Full credit on the salary schedule shall be granted for the time spent in approved study, travel, research or professional improvement.

D. Military Leave

Eligibility

Any member shall be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.

Application for Leave

The application for leave for military duty shall be made as far in advance of that duty as is feasible, but not later than the date upon which orders to report for military duty are received.

Notice of Intent to Return

Notice of intent to resume employment shall be given within ninety (90) days after discharge from the military service for which leave was granted.

Reinstatement

Upon evidence of honorable separation from military service and upon proper application for reinstatement to duty, a member shall be reemployed at the beginning of the next school semester, subject to passing a physical examination, provided such application is made not less than thirty (30) days prior to the first day of the next school semester, unless the Board waives the requirement for such thirty (30) day period, or unless the Board wishes to reassign the member at an earlier date as requested by that member.

For purposes on seniority and placement on the salary schedule, years of absence in the service of the armed forces of the United States or the auxiliaries thereof, shall be counted as though teaching service has been performed during such time.

E. Public Office

1. Upon written request, a member may be granted time off – without pay – for a maximum of thirty (30) work days per calendar year to campaign for an elected office.
2. If elected or appointed to public office, the member shall request an assessment conference with the Executive Director – Human Resources to determine the relationship between said office and responsibilities to the Board. The result of the conference and any agreement thereof shall be placed in writing.
3. A member elected or appointed to a public office—which does not permit said member to meet the terms and conditions of his/her employment—may request a leave of absence without pay for one (1) term of such elected position, or in the case of an appointed position, a maximum of two (2) years from the effective date of the appointment.

Eligibility

Any member who is appointed or elected to public office, subsequent to three (3) or more years of regular service in the Akron Public Schools immediately prior to his request for leave, and who desires to return to the employ of the Board at a future date, shall be granted a leave of absence without pay.

Application for Leave

The application shall be submitted within five (5) days after election or appointment to public office. The leave period shall be the initial term of office.

Application for Reinstatement

Application for reinstatement shall be made at least thirty (30) days prior to the expiration of the leave.

Reinstatement

In case of a member on ratio, the reinstatement may be to a position less than equivalent.

F. Parental Leave

A member anticipating the birth or adoption of a child shall be granted a parental leave of absence upon request.

Said request shall be made at least ten (10) work days prior to the requested effective date of the leave. The request shall be accompanied by a statement for an attending physician, or an official of the adoption agency, indicating the anticipated arrival of the child.

Such leave shall be for the remainder of the school year in which the child's arrival is to occur, unless such leave is earlier terminated, as hereinafter provided. The leave may, upon the request of the member, be extended for one (1) additional school year.

Application for Reinstatement

Application for reinstatement may be made by the member at any time subsequent to the arrival of the child, and the member shall be reinstated ten (10) days after receipt of the written request to the Superintendent. If a specific building assignment is not available, the member will be returned to contract status and assigned to the Itinerant Payroll.

G. Unrestricted Leave

Members may elect to obtain a one year leave of absence without specification of the reason therefore upon submission of a request by July 10. In the event that a member so requesting a leave desires to return to employment, he shall notify the Department of Human Resources in writing prior to July 10. No member may apply for a leave of absence under this provision more than two (2) times, and no leave may be taken except upon the expiration of a five year period of continuous service. The period of such leave shall be one (1) school year. The Board shall not be obligated to purchase retirement credit for any member not returning to the employment of the Board subsequent to an unrestricted leave.

Requests to initiate, or return from, an Unrestricted Leave made after July 10 may be submitted by mutual agreement of the Superintendent and the President.

H. Family Medical Leave Act

Members with at least one year of service are entitled to a leave of up to twelve weeks under the Family Medical Leave Act (FMLA). Said leave shall not include any paid leave periods. Leaves may be taken for the birth and care of a newborn child, for the placement of a son or daughter for adoption or foster care, to care for a member of the immediate family with a serious health condition or for the member when he/she is unable to work because of a serious health condition.

Under some circumstances, employees may take FMLA leave intermittently—which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer’s approval. FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Time spent on leaves under FMLA shall be unpaid. The Board at not cost to the member shall maintain a member’s health insurance coverage.

Member returning from leave under FMLA shall be assigned to their original position.

ARTICLE V – CONTRACT AND CERTIFICATION

5.01 Contracts of Members

A. Limited Contract

A limited contract is entered into by the Board with each member who holds a temporary or provisional teaching certificate.

B. Continuing Contract

A continuing contract is entered into by the Board with a member who holds a professional, permanent or life certificate, or who has held for at least three (3) years a professional license, and who within the last five (5) years has been employed as a teacher and/or counselor for at least three (3) years in this school district, or, in the case of a member having attained continuing contract status elsewhere, who has completed two (2) years of service in this district, or who is recommended for a continuing contract by the Superintendent at any time during such two (2) years of employment. A continuing contract shall remain in effect until the member resigns, retires, or until the contract is terminated as prescribed by law.

5.02 Teaching Certification of Full and Part Time Members

A certificate or license, issued by the Ohio State Department of Education and valid for the specific assignment of the member, must be on file in the Department of Human Resources. While the Superintendent will make every effort to give each member prior notice of the expiration date of the member’s certification or license, it is the sole responsibility of the member to provide the Superintendent with a certificate or license, original or renewal.

The following procedures apply to member who do not have a valid certificate or license on file as of the first work day of the school year:

A. Contract Teacher – Initial Year of Employment

The member shall be paid at the appropriate salary level for the first sixty calendar days of employment so long as the member has applied for a certificate or license. If, after the first sixty days, the member is not properly certificated or licensed, but has applied for and been granted a substitute certificate, the member shall be paid as a long term substitute teacher, including fringe benefits. Upon receipt of the proper certification or license, the Board shall place the member on the appropriate step on the salary schedule and pay the member retroactively to the effective date of the certificate or license the difference between the long term substitute rate and the salary the member would have been paid had a valid certificate or license been on file.

If, after the first sixty calendar days of employment, the member is not properly certificated or licensed and does not hold a substitute certificate, the member shall not be permitted to work. Upon receipt of proper certification or licensure, the member shall be restored to his teaching position and paid in accordance with the provisions above, but shall not be entitled to compensation for days not worked.

B. Contract Teacher – Subsequent Year of Employment

A member who does not hold a substitute certificate will not be permitted to work. If the member holds a substitute certificate, he shall be paid as a long term substitute, including fringe benefits, effective the first work day of the school year. Upon proper certification or licensure, the member shall be placed on the salary schedule and paid retroactively to the effective date of the certificate or license the difference between the long term substitute rate and the salary the member would have been paid had a valid certificate or license been on file.

C. Tutors and Part Time Hourly Teachers – Initial Year of Employment

Tutors and part time hourly teachers shall be paid for the first sixty calendar days of employment so long as the member has applied for a certificate, license or waiver. If, after the first sixty days, the member is not properly certificated or licensed, or does not hold a waiver, but has applied for and been granted a substitute certificate, the member shall be paid at the substitute rate for his or her respective job code. Upon receipt of the proper certification, license or waiver, the Board shall place the member at the appropriate hourly rate and pay the member retroactively to the effective date of the certificate, license or waiver the difference between the member's substitute hourly rate and what the member would have been paid had a valid certificate, license or waiver been on file.

If, after the first sixty calendar days of employment, the member is not properly certificated, licensed or does not hold a substitute certificate or waiver, the member shall not be permitted to work. Upon receipt of proper certification, licensure or waiver, the member shall be restored to his teaching position and paid at the appropriate hourly rate, but shall not be entitled to compensation for days not worked.

D. Tutors and Part Time Hourly Teachers – Subsequent Year of Employment

Tutors and Part Time Hourly Teachers who do not possess a valid certificate or license at the beginning of the school year for the subject area they are teaching shall not be permitted to work. If the member holds a substitute certificate, the member shall be paid the substitute rate for the respective job code, including fringe benefits, if any, effective the first work day of the school year. Upon proper certification or licensure, the member shall be placed at the appropriate hourly rate and paid retroactively to the effective date of the certificate or license the difference, if any, between the substitute rate and the rate the member would have been paid had a valid certificate or license been on file.

Members are considered properly certificated or licensed when the certificate or license is posted to the Ohio Department of Education certification website or when written notification, include email, from the Ohio Department of Education indicates that the teacher is certificated or licensed.

5.03 Professional Certificates

The procedures for securing a professional certificate shall be governed by applicable State Department of Education standards. If a member's application for a professional certificate is approved by the Superintendent and forwarded to the State Department of Education prior to March 15, the member shall be considered, for the purpose of staff reduction, as holding continuing contract status.

When approval of a member's application for conversion of a provisional certificate to a professional certificate by the Executive Director - Human Resources is in doubt, a conference shall be held within ten (10) days, or at a time mutually agreeable, with the member, the Executive Director - Human Resources, the building principal, and a representative of the AEA, at which time the reasons for the refusal shall be reviewed. Following the conference, a written summary of the conference and the reasons for the refusal shall be provided to the member. Procedures for reapplication shall also be a part of the communication.

5.04 Permanent Certificates

The procedures for converting a professional certificate into a permanent certificate of like type shall be governed by applicable State Department of Education standards. When approval of a member's application for conversion of a professional certificate to a permanent certificate is refused by the Superintendent, the member shall be notified of the refusal and the specific reasons for the refusal in writing within ten (10) days of the receipt of the application.

Upon request of the applicant a conference shall be held within ten (10) days, or at a time mutually agreeable, with the Executive Director - Human Resources, the building principal, and a representative of the AEA, at which time the reasons for the refusal shall be reviewed.

Should the Superintendent fail to approve the application within ten (10) days following the conference, it becomes subject to the grievance procedure.

5.05 APS-AEA Local Professional Development Committee

The APS-AEA Local Professional Development Committee (LPDC) is established for the purpose of reviewing course work and other professional development activities completed by educators within the district for renewal of certificates and/or licenses.

The operation of LPDC shall be governed by the LPDC By-Laws and Plan of Operation and Procedures Manual. Amendments to the Manual shall be made as provided for therein, and with the mutual agreement of the President and the Superintendent.

The LPDC shall adopt an annual appropriations budget within the level of state allocated support under the Local Professional Development Block Grant, plus or minus any carry over balance or deficit balance amounts. Copies of said budget shall be provided to the President and the Superintendent.

Members who leave their classroom position to serve in the capacity of "Contact Person" for the Local Professional Development Committee shall have the right to return to the position at the end of their one year term as Contact Person.

5.06 Professional Growth Plan

The parties agree to establish not later than September 1, 1999, a Joint Committee whose responsibility it shall be to create a Professional Growth Plan. The plan shall include a series of core courses developed within the Akron Public Schools in which members may enroll for CEU or graduate credit. The core courses shall be designed toward teaching and learning in relationship to the Akron Public Schools Strategic or Continuous Improvement Plan.

The core courses shall in sum or part lead to a thirty (30) hour Master Degree. The Committee shall investigate and recommend an institution or institutions through which graduate credit may be issued for completion of the core courses. Cost of credit shall be considered as one of the factors in the recommendation.

The program shall be in place commencing with the 2000-2001 school year.

The Committee shall be chaired by the Director of Staff Development. The Superintendent and the President shall each appoint three members, at least one of whom shall be a member of the AEA-APS LPDC for the respective sides.

ARTICLE VI – SELECTED JOB DESCRIPTIONS

6.01 The Elementary and Secondary Counselor Position

A. Assignment

To be appointed to the position of school counselor, the applicant must possess a Master Degree and the appropriate credential.

Applicants for the position of counselor shall be interviewed and evaluated by a committee composed of three (3) administrative personnel appointed by the Superintendent, and two (2) school counselors recommended by the ACA Board. The committee shall forward a list of acceptable candidates to the Executive Director, Human Resources.

B. Relationship

School counselors, whose roles are define in 6.01 D. below, shall report to the Director of Student Services and the principal. This relationship shall be mutually supportive in nature.

Questions about the role of the counselor which cannot be resolved by these parties may be appealed to the Joint Professional Problems Committee.

The Board shall not replace or displace counselors/counseling positions with social workers. In building to which both counselors and social workers are assigned, the

parties recognize the value of collaborations and communication among and between counselors, principals and social workers in the delivery of services to students. To that extent, the parties agree to support a working relationship characterized by effective collaboration and communication.

C. Community Relations

Knowledge of and contact with the surrounding community is required for the adequate performance of the counseling tasks.

Counselors and the ACA board will initiate community contacts which will increase its knowledge of the community resources, help relate the program of the Akron Public Schools to the community, and make other neighborhood contacts which have professional validity. School counselors shall be informed about community resources by the ACA Board and the Director of Student Services.

When it is desirable for the counselor to leave the building during the school day to meet with community resources, she/he shall make the necessary arrangements with the principal.

D. Role

The school counselor promotes and enhances student learning through three broad and inter-related areas of student development: academic, career, and personal/social.

The school counselor of a building shall assume responsibility for developing, planning, and implementing a school counseling program appropriate to the needs of the students within that school.

The program shall be submitted annually by November 15; program booklets will be housed in the offices of the Director of Student Services and the principal.

The program shall be evaluated throughout the year by the school counselor, the Director of Student Services and the principal.

1. The major responsibility of the school counselor shall be to the students. The counselor helps each student:
 - Understand him/herself in relation to the social/psychological world in which he/she lives
 - Develop personal decision-making skills
 - Resolve his/her special concerns and life issues
 - Acquire the skills to make the transition from school to work
2. The school counselor interprets school achievement information to the student and to his/her parent/guardian such as:
 - Academic progress
 - Class placement

- Variety of curriculum choices
 - Results of various assessments
 - Enrichment programs
 - Opportunities for further education
3. The school counselor assumes the leadership role of consultant in the school by:
- Coordinating the accumulation and use of meaningful information about each student
 - Interpreting information about the student to him/her, to parents/guardians, to teachers, and to other who are authorized to receive such information
 - Assisting staff to identify students with exceptionalities
 - Providing the professional staff with intervention strategies to address student need
4. The school counselor coordinates the use of community resources by:
- Providing the student and his/her parent/guardian with information about the availability of these services
 - Making appropriate referrals
 - Maintaining liaison and cooperative working relationships with other pupil personnel specialists and with agencies in the community
5. The school counselor works in partnership with parents/guardians by:
- Addressing academic concerns
 - Consulting with the student's parent/guardian regarding the student's growth and development
 - Disseminating information to the student's parent/guardian about the school counseling program
 - Providing the student's parent/guardian information about post-secondary opportunities
6. The school counselor carries out a program of public relations by:
- Participating in community groups' programs
 - Furnishing information regarding the school counseling program to local publishers and radio/TV stations in consultation with the office of communications

7. Role issues

- School Counselors shall not have duties or supervisory responsibilities
- Counselors shall not be assigned the role of test coordinator for the Ohio Proficiency Test, Competency Based Education or other statewide tests, but may be asked to assist with the planning and oversight of such testing
- School counselors shall not administer punishment

6.02 The Librarian Position

All Akron public school secondary libraries shall be supervised by certificated librarians.

Each librarian shall be assigned a daily duty-free lunch period.

During the extended school year, the library in each school shall have the full-time services of two (2) assistants, one (1) of whom shall have typing skills.

The school librarian's duties include:

- a. Catalog and supervise the preparation for circulation of all media housed in the Learning Resource Center. Non-book media should be catalogued according the "Non-Book Media Processing Manual," publication No. 214.
- b. Maintain shelf-lists that reveal statistics of numbers of items, date, source of funds (ESEA II, Board of Education, NDEA, HB531, SB350, ESEA, etc.) and cost of acquisitions.
- c. Be prepared to submit accurate statistics upon request.
- d. Inventory materials annually.
- e. Conduct an orientation for newly assigned staff members.
- f. Prepare and circulate among students and staff selected lists of acquisitions from time to time.
- g. Prepare and circulate a handbook describing the services and procedures practiced in the Learning Resource Center.
- h. Train and supervise paid technical assistants as well as student assistants.
- i. Encourage the organization of student assistants affiliating with district and state organizations.
- j. Conduct student orientation in small or large group sessions as needs arise, not necessarily limiting such activity to the fall semester.
- k. Encourage class visitations accompanied by teachers to pursue meaningful research or recreational reading, listening, or viewing activities.

- l. Confer with teachers and students preparatory to embarking on instructional projects, providing bibliographies upon teacher request.
- m. Assist school committees and department heads in selecting materials for courses of study.
- n. Develop a collection of materials for the professional staff.
- o. Keep abreast of the merits of currently published and/or manufactured media using the findings of reputable reviewing agencies.
- p. Arrange and frequently change bulletin board displays.
- q. Devise ways to promote the use of multi-media materials among students and staff.
- r. Visit classrooms to ascertain needs and introduce appropriate materials on occasion.
- s. Publicize the activities of the Learning Resource Center in the school newspaper and by other means.
- t. Participate in inter-library loans.
- u. Enlist the services and resources of the community in extending the impact of the Learning Resource Center.
- v. Submit an annual report to the principal and a copy to the Director of Media Services at the close of each school year.
- w. Affiliate with professional organizations such as Ohio Association of School Librarians, American Association of School Librarians, Summit County Association of School Librarians, and Educational Media Council of Ohio.

6.03 The Kindergarten Position

A. Kindergarten Eligibility

To be considered for the position of Kindergarten teacher, the appointee or applicant must possess a valid Early Childhood, Kindergarten-Primary (K-3), or Kindergarten-Elementary (K-8) Certificate, and the member should have a minimum of one-half (1/2) of the student teaching experience in a Kindergarten program.

B. Kindergarten Working Conditions

The Kindergarten teacher shall:

- 1. Have a certificated educational assistant when unusual circumstances arise such as:
 - a. Assignment in two (2) buildings (the member shall make the determination as to which section the assistant shall be assigned).
 - b. More than seventy (70) students per day in one (1) building. (A full-time assistant shall be assigned under these circumstances.)

c. Pupils housed in a building other than a public school classroom

When possible a kindergarten assistant shall be provided within five (5) work days from the time an unusual circumstance arises. Such assistant shall be used strictly as a Kindergarten education assistant.

2. When a child study report is completed, the member, psychologist, parent and principal shall meet to confer on the report. If the conference occurs at a time not convenient to the member, the psychologist and member shall confer on the report.
3. Have responsibility for recommending retention of his students. The member shall meet and confer with the parents and offer reasons for the retention.
4. Have two (2) parent conferences per year.
5. Be provided at least a thirty (30) minutes lunch period per day. Travel time between two (2) building shall not be part of the thirty (30) minutes.
6. Receive an annual supply allowance of \$200 in addition to the per pupil allowance.

C. The Kindergarten teacher shall not be required to have lunch, bus, door (other than at their own room), hall, playground, or other duty.

D. Kindergarten Special Subjects

One (1) period of instruction per week, taught by a specialist, in either art, music or physical education will be provided for each Kindergarten teacher.

All-day Kindergarten children shall receive one (1) section of instruction per week in art, music, and physical education taught by specialists certificated in those areas.

E. A child shall not be placed in Kindergarten as an alternative to special education class placement, except in those instances where an IEP has been prepared and what the IEP calls for mainstreaming.

6.04 Pre-Kindergarten/Head Start Teachers

A. Work Day

The work day for per-K/Head Start teachers shall not exceed eight (8) hours. Whenever possible, it shall include a thirty (30) minute daily preparation period prior to each session and at the close of the student day. Pre-K/Head Start teachers are entitled to a duty free, uninterrupted thirty (30) minute lunch period between morning and afternoon sessions.

B. Student Assessment and Screening

Pre-K/Head Start teachers shall be provided up to five (5) days prior to the start of the school year for purposes of completing the initial student screen. Initial screening not completed by the first student day shall be completed not later than the end of the second full week of classes.

Pre-K/Head Start teachers shall conduct student assessment as required by program guideline. A member may opt to defer one day of extended time employment in the fall in favor of using the services of a substitute teacher for two days while conducting program assigned assessment. This option is contingent upon the availability of substitutes.

C. Home Visits and Conferences

Pre-K/Head Start teachers will make home visits in accordance with program guidelines. Home visits shall be held during the week prior to the students' first day and prior to May 30. For children entering the program after the designated set aside time for the initial home visit, the initial home visit for said children will occur at the Pre-K/Head Start teacher's discretion before the end of the school year so that at least one home visit per child will be completed prior to the date of the Prime Review. Members shall not be required to make home visits beyond the work day.

Pre-K/Head Start teachers will hold conferences on the scheduled APS Conference Days (Thursday evening, Friday morning). Members who complete the required conferences prior to each scheduled conference day shall be exempt from reporting to work on the scheduled Thursday evening conference time and the following Friday afternoon.

D. Staff Meetings/Inservice

Pre-K/Head Start teachers shall be included in all cluster staff meetings.

The district shall provide required training updates in the areas of First Aid, Communicable Disease and Child Abuse Identification during teacher inservice/staff development days. In lieu of First Aid Training provided by the Head Start office, members may attend the refresher training referred to in Section 3.31 herein. In the event that training cannot be arranged within the regular inservice schedule or within the work day, members shall be compensated at an amount pro-rated on their daily rate of pay for time spent in attendance at such classes. The district shall pay for the cost of these classes.

Members working in partnership sites requiring them to be part of the teacher-child ratio will be provided a substitute to enable them to attend the Citywide Inservice Day training.

E. Union Dialogue Day

Union Dialogue Day shall be scheduled monthly. Members shall be represented by the AEA Head Start Rep.

F. Mentoring Position

In the event mentoring positions are created by the administration of the Head Start program, said positions shall be filled on the basis of seniority. The rate of pay for extended time supplemental contracts, if any, shall be negotiated by the parties.

Pre-K/Head Start Teacher Transfers

A. Within the Head Start Program

Members may transfer within the program on the basis on seniority, certification and center vacancies. A list of known Head Start vacancies as of May 20 shall be distributed to members. Vacancies occurring between May 20 and August 15 shall also be available to members under this procedure. Members shall indicate their transfer preference by priority ranking Head Start Centers on the appropriate transfer form, which must be submitted to the program coordinator not later than June 1. No teacher shall be “bumped” from his/her current assignment to create a vacancy.

The program coordinator shall notify the member of the disposition of the transfer request not later than August 15.

B. Within the Akron Public Schools

Pre-K/Head Start teachers who possess a two-year associate or four-year bachelor degree, hold a valid Ohio Pre-K certification and who work a minimum of 32 weeks are considered to be regular contract employees, paid on a daily basis, and shall be issued limited one-year contracts. Members who hold an eight-year certificate shall be granted continuing contract status within the Pre-K/Head Start program.

Full-time teachers who possess a four-year degree, appropriate certification and who have worked at least one year in either the Head Start or Pre-K program may request transfer within the Akron Public Schools and shall be granted an interview by the Human Resources Department.

6.05 Physical and Occupation Therapists

- A.** In meeting staffing requirements, the Board shall, whenever possible, hire Physical Therapists (PT) and Occupational Therapists (OT) and Licensed Physical Therapy Technicians (LPTT) and Licensed Occupational Therapy Technicians (LOTT). Board employed therapists and assistants shall not be displaced by sub-contracted personnel.
- B.** LPTT and LOTT schedules will be determined by PT's and OT's and will be submitted to the Director of Special Education. Board employed PT's and OT's shall have preference in site and caseload assignment on the basis of seniority. Schedules shall be planned to reduce travel time and distance between assignments. The number of sites serviced by a full-time therapist/assistant team should not exceed five (5). Exemptions to this limitation may be made by the Director of Special Education in consultation with the AEA President.
- C.** The number of students assigned per therapist shall be equitable with assignment influence by variables such as the number of sites and the severity of the students. Case loads shall be determined by the therapists under the supervision of the Director of Special Education. Case loads shall be reviewed annually to determine the necessity for staffing.
- D.** In buildings where students' therapy needs cannot be entirely met within the classroom, the Board shall, whenever possible, ensure that therapists and their assistants are provided separate and adequate facilities conducive to therapy in terms of lighting, ventilation and being free of health risks (i.e., student health clinics, diaper changing, bathroom or medical treatment areas).

- E. Therapists and therapy assistants shall be provided adequate, locked storage space for equipment and testing materials as close as possible to the space in each building used to service students.
- F. Physical therapists and occupational therapists shall be offered extended time (JC 604) as and when needed not to exceed one (1) hour per student contact day with quarterly prior approval of the Director of Special Education. It is the intent of both parties to review the operation of this paragraph during the round of negotiations.
- G. Therapists shall be provided with weekly coordination time totaling 360 minutes; coordination time is to be scheduled by the therapists with discretion to their case loads.
- H. PT's and OT's shall have the right to recommend, to the Director of Special Education, best practice standards in servicing students with disabilities; they shall have the right to recommend the amount and nature of service delivery in cooperation with IEP teams. All services are subject to prior approval of the Director of Special Education.
- I. An annual allocation of \$500 for materials and supplies shall be provided each full time PT and OT team ("team" consisting of one PT and one LPTT or one OT and LOTT). Allocations for PT/OT assignments less than full time shall be figured relative to the ratio of the employment contract.

ARTICLE VII – RIGHTS OF THE AEA

The AEA shall have the exclusive association privileges enumerated in this Article.

7.01 New Staff Members

Names and addresses of newly employed professional staff members shall be provided to the AEA as early as practicable following Board approval of their contracts.

7.02 New Teacher Luncheon

The AEA may sponsor a luncheon for new teachers which may be held on one (1) of the scheduled new teacher orientation days. New teacher attendance shall be voluntary.

7.03 Written Communication

A copy of any written communication for the Administration Building, directed to all members of a building or department, shall be sent to the President and the AEA office at the time such written communication is distributed to the members.

Administrative personnel of the Akron Public Schools shall be provided copies, at the time of distribution, of the following: 1) Random Notes, 2) Akron Teacher.

7.04 Forms

All forms which require the signature of members shall be reviewed by the AEA and the Superintendent.

7.05 Professional Conferences and AEA Activities

The Superintendent shall authorize up to 125 days with pay per year to members elected to represent the AEA or chosen to serve on programs or in any official capacity at AEA meetings, conferences or conventions. Additional days beyond 125 may be granted to members elected to official bodies with whom the AEA may be affiliated.

Request for these absences shall be submitted to the Superintendent by the President.

7.06 Payroll Deductions

The employer shall provide deductions for AEA dues, Akron Teachers Political Action Committee contributions, Agency Fees, Liberty Mutual Group and United Teachers Associates Company.

The enrollment period for payroll deduction of membership dues shall be the first 45 days each school year. Authorization for payroll deduction for membership dues shall be on a continuing basis from year to year, unless a request for withdrawal is submitted in writing to the Treasurer, with a copy to the AEA. Payroll deduction for membership dues shall commence with the fourth (4th) pay period.

7.07 Agency Fees

SECTION 1. No employee covered by this Agreement shall be required to become or remain a member of the AEA as a condition for securing or retaining employment with the employer.

SECTION 2. As of the effective date of this provision or sixty (60) days after being hired, whichever occurs later, any employee covered by this Agreement who chooses not to become a member of the AEA shall be obligated to pay the AEA a fair share fee in accordance with applicable law. Fair share fee payments shall also be made by any employee who is currently a member of the AEA but who discontinues membership in the AEA during the term of this Agreement.

SECTION 3. The fair share fee referred to above shall not exceed the amount of regular dues charged to full time employees who are AEA members. Substitutes shall pay a daily rate fair share fee for each day worked, not to exceed one (1) dollar per day, up to a maximum of one-half the fair share fee for full time employees. Tutors and other part time employees shall pay a biweekly fair share fee of five (5) per cent of the full time fair share fee, up to a maximum of one-half the fair share fee for full time employees.

SECTION 4. In accordance with applicable law, the AEA has established a written, internal fair share fee procedure (hereinafter the "AEA fair share fee procedure"). The AEA fair share fee procedure has been approved, as part of a class action settlement, by a federal district court of competent jurisdiction. The AEA shall annually notify the employer and AEA non-members of the AEA fair share fee procedure.

SECTION 5. The AEA retains the right to modify the AEA fair share fee procedure. All such modifications must be consistent with requirements of applicable law. The AEA agrees to provide written notice to the employer and to each AEA non-member of any modifications of the AEA fair share fee procedure which become effective during the term of this Agreement.

SECTION 6. Fair share fees as described in this provision shall be deducted by the Treasurer from the payroll checks of non-member employees and forwarded to the AEA on a bi-weekly basis in the same manner as regular membership dues are deducted and forwarded by the Treasurer for the AEA members under Section 7.06, Payroll Deductions, of this Agreement, except that written authorization for such deductions shall not be required from non-member employees, and except for substitute teachers, tutors and part time employees for whom a separate procedure is set forth under Section 3 of this clause.

SECTION 7. Any employee covered by this Agreement who has been declared by the State Employment Relations Board to be exempt from becoming a member of or financially supporting a public employee organization for religious reason pursuant to Ohio Revised Code 4117.09 (c) shall not be required to join or financially support the AEA as a condition of employment. Any such employee shall be required to pay, in lieu of the fair share fee described above, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, the specific organization to be agreed upon by the employee and the AEA. In addition, any such employee shall furnish to the AEA written receipts evidencing the monthly payment of such amounts. In the event any such employee fails to make such payments or fails to furnish such receipts, said employee shall be subject to the same sanctions as an employee who has failed to pay membership dues or the fair share fee hereunder.

SECTION 8. The AEA hereby indemnifies the employer against any and all other forms of liability which may arise by reason of the employer's action in deducting and forwarding fair share fees pursuant to this provision. The employer and the AEA will cooperate fully in order to ensure the effective implementation of the AEA fair share fee procedure. In connection with the same, the employer will provide the AEA with the name, home address, and building assignment, if any, for any employee who is hired by the Board and who would fall within the AEA bargaining unit. Such notice shall be provided within seven days of hire.

7.08 26-Pay Plan

The Board shall, through the auspices of the AEA 26-Pay Plan, provide the members with the option of a 26-equal-pay plan or the regular 19-Pay Plan. The 19-Pay Plan will be assumed unless the member enrolls in the 26-Pay plan.

The enrollment for the 26-Pay Plan shall be within the first 10 days of school and shall be on a continuing basis. Application for the 26-Pay Plan shall be made through the AEA Building Representative.

Members wishing to withdraw from the 26-Pay Plan shall do so in writing to the Treasurer during the first 10 days of school.

7.09 Use of School Mails and Bulletin Boards

The AEA shall be authorized to use the school mails and members' mailboxes for AEA business. The AEA office shall be part of the "pony" (regular school mail route).

The principal in each building shall designate a bulletin board in that building for the exclusive use of AEA and the employer. The bulletin board shall be located in an area readily accessible to and normally frequented by the members.

7.10 Use of School Facilities and Equipment

The AEA shall have the right to use school facilities and equipment when such facilities and/or equipment are not otherwise in use. The use of such facilities and/or equipment shall be for AEA business. Supplies necessary for the use of equipment shall be furnished or paid for by the AEA.

7.11 AEA Business

The AEA may conduct Association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction.

The President and/or his representative shall be permitted to visit schools to investigate working conditions, teaching complaints or problems, or for other purposes related to AEA business. The President and/or his designate shall follow normal visitation procedures.

When a custodian is on duty, the building may be utilized without cost to AEA. At all other times, the AEA may use the building according to the regulations established by the Office of Business Affairs.

A member may, if he deems necessary, request the presence of an AEA representative at any conference (other than those sessions scheduled for the purpose of discussing a member's year-end evaluation or classroom observation). When such a request is made, the conference shall not proceed until the representative is in attendance.

7.12 Extra Duties for Building Representatives

Building Representatives of the AEA shall carry a full instructional load. In the Secondary, they shall not be assigned a homeroom or duty; in the Elementary, they shall not be assigned to duty before or after school or at the lunch period.

AEA Building Representatives shall be limited to one (1) representative for each forty (40) members and one (1) for each additional major fraction thereof.

7.13 Released Time for the AEA Building Representative

The AEA Building Representatives meetings shall be scheduled at a time other than the regular monthly professional staff building meetings. They shall also be scheduled so that they do not conflict with the closing of school. These meetings are customarily held on Thursdays. Building Representatives, elected officer and committee chairmen shall be excused from other building meetings to attend the monthly Building Representatives meeting.

7.14 Financing of the Public Schools

The Superintendent or an appointed committee shall meet yearly with representatives of the AEA to discuss the financial position of the schools. Such discussion shall occur each May and/or prior to a determination to seek additional financial support of the electorate.

7.15 Joint Professional Problems Committee

The Joint Professional Problems Committee shall be composed of four people selected by the Superintendent (one of which shall be the Executive Director – Human Resources) and four people selected by the President.

The committee shall meet regularly, at least once a month, throughout the calendar year except that meetings may be canceled by mutual agreement of the Executive Director – Human Resources and the President.

The committee shall attempt to resolve any problems, general or specific, which have system wide implications, and which are brought before the committee by either the Executive Director – Human Resources and the President.

Accords reached through committee discussion which require distribution outside the committee membership may be summarized in written statements of agreement and signed by both the Executive Director – Human Resources and the President.

7.16 AEA President and/or Vice President

The AEA President and Vice President are teachers and employees of the Board. The Board shall pay the President and Vice President their base teaching salary plus an annual amount equal to 20% and 10% respectively of their base salaries. For purposes of summer employment, the President and Vice President shall be assigned extended time contracts and the Board shall pay said extended time at the negotiated summer school hourly rate. The AEA shall reimburse the Board for the total cost of the President and Vice President, including the cost of fringe benefits and retirement.

The President and Vice President shall retain full member rights under the Collective Bargaining Agreement.

7.17 Rights of Members Under This Agreement

All existing Board policies, instructions, or handbooks shall in no way limit the rights granted members in this contract. Any portion of an existing document inconsistent with the provisions of the contract shall be modified or deleted to correct the inconsistency.

7.18 Student Activity Passes

All members shall be entitled to attend without charge, all student activities including athletic events. Tickets shall be issued stamped "faculty" and must be picked up by the member at the building office at least one (1) day prior to the event.

Events under the sponsorship of the Ohio High School Athletic Association and City Championship games shall be excluded.

7.19 Electronic Payroll Deposit

Electronic deposit of pay shall be the standard form of payment in the Akron Public Schools. Members may select any local banking institution for electronic deposit. Members who desire to do so may opt out of electronic deposit and receive a regular paycheck.

ARTICLE VIII – SALARIES

8.01 Salary Schedule

- A.** The Salary Schedule currently in effect and approved by the Board in Schedule of Salaries is available from the Department of Human Resources.
- B.** The Akron Board of Education agrees to the following condition of settlement with the Akron Education Association effective July 1, 2002 through June 30, 2005.

July 1, 2002

3.75 percent across the board

July 1, 2003

3.5 percent across the board

1.0 percent added to each step of the longevity scale

July 1, 2004

3.25 percent across the board

January 1, 2005

1.0 percent added to each step of the longevity scale

- C. Effective July 1, 2002, a 30th step shall be added to the longevity scale at 1 percent above the 27th step.

8.02 Longevity Increments

<u>Years of Service For Salary Purpose</u>	<u>Amount Effective 07/01/02</u>	<u>Amount Effective 07/01/03</u>	<u>Amount Effective 01/01/05</u>
15.5	6.0%	7.0%	8.0%
16.0	7.0%	8.0%	9.0%
19.5	7.5%	8.5%	9.5%
20.0	8.0%	9.0%	10.0%
23.5	8.5%	9.5%	10.5%
24.0	9.0%	10.0%	11.0%
26.5	9.5%	10.5%	11.5%
27.0	10.0%	11.0%	12.0%
29.5	10.5%	11.5%	12.5%
30.0	11.0%	12.0%	13.0%

8.03 Counselor, Librarian and Psychologist

The Counselor ratio shall be 1.10 of the actual grid salary.

The Librarian shall be paid two (2) percent of actual salary for each additional week beyond the thirty-eight (38) weeks within the school calendar.

The starting salary for a psychologist shall be established at the time of appointment. The annual earned increment shall be \$580. The maximum salary for the job classification shall be determined by using the maximum salary for a Master Degree and multiplying by the ratio of 1.175.

8.04 Substitute Teacher

The Akron Board of Education agrees to the following condition of settlement with the Akron Education Association effective July 1, 1999 through June 30, 2001, with respect to substitute teacher pay.

July 1, 2002

3.75 percent (\$89.97 per day; \$48.46 per half day; \$128.24 per day after 5 days; \$69.04 per half day after 5 days.)

July 1, 2003

3.5 percent (\$93.12 per day; \$50.16 per half day; \$132.73 per day after 5 days; \$71.46 per half day after 5 days.)

July 1, 2004

3.25 percent (\$96.15 per day; \$51.79 per half day; \$137.04 per day after 5 days; \$73.78 per half day after 5 days.)

When a substitute teacher has been assigned to a specific position for a period of forty-five (45) days or more (long-term sub), the Board shall grant sick days and all other fringe benefits enjoyed by teachers. Salaries paid to long-term subs shall be determined by the substitute's training level on the salary schedule at the zero service credit level.

Daily substitutes shall accumulate sick days at the rate of one (1) day per every sixteen (16) days of substitute service. Sick days shall be accumulated in half-day increments, one-half (1/2) day for every eight (8) days of service. Accumulated sick days may be used at any time in which the substitute is unable, for reasons of illness, to report to an assignment. Multiple days may be taken during a multiple assignment.

When substitutes are required, every effort will be made to place a substitute who possesses a major in that field in the position.

The Board shall tender one year limited contracts to all persons employed as substitutes, who must possess proper certification for the grade and subject they are to teach. Said contracts shall designate employment "for assignment as services are needed to take the place of regular teachers." The rates of compensation for daily substitute teachers appear in Section 8.04 of this Agreement. Substitutes who are eventually tendered regular teaching contracts shall be granted up to five (5) years credit on the salary schedule under the appropriate training lane.

Long-term substitutes whose assignment includes a last work day prior to a holiday or vacation period shall be paid for the holiday(s).

8.05 Extra Pay for Extra Duty

If, in the opinion of the building principal, a conflict exists between a member's obligation related to a supplemental contract and the member's obligation related to his/her full time employment, the principal may request the Joint Professional Problems Committee to establish clear direction and priority between the conflicting obligations. If the Joint Professional Problems Committee is not scheduled to meet before the conflict must be resolved, the Executive Director, Human Resources, and the President shall resolve the conflict.

The percentage shall be applied to the minimum salary of a Bachelor degree teacher as of each September.

Unless specified otherwise, buildings shall be eligible for only one supplemental in each job code.

High School	02-03	03-04	04-05
Athletic Director	11%	13%	15%
Assistant Athletic Director	6%		
Audio Visual Coordinator – High School	5%		
Band, Marching Director	12%	15%	17%
Band, Marching Assistant Director	7%	9%	

Baseball, Coach	10%		
Baseball, Junior Varsity Coach**	7%	8%	
Baseball, Freshman Coach**	7%	8%	
Basketball, Coach (Boys & Girls)	20%		
Basketball, Junior Varsity Coach (Boys/Girls)**	10%		
Basketball, Freshman Coach (Boys/Girls)**	7%		
Bowling	4%		
Cheerleading Supervisor	6%	8%	10%
Cheerleading, Assistant Supervisor	4%	6%	
Cross Country, Coach (Boys/Girls)	7.5%	8.5%	
Debate Coach*	8.0%		
Diving Coach	9.0%		
Drama, Coach	5%	7%	9%
Football Coach	20%		
Football, Junior Varsity Coach**	12%		
Football, Assistant Coach (2 per school)**	12%		
Football, Freshman Coach	9%	10%	
Future Educators Club Advisor	4%		
Golf, Varsity Coach	7%	8%	
Golf, Junior Varsity	3%		
Gymnastics, Coach**	8%		
Intervention Assistance Team Member (IAT) (3 per school)	2%		
Music, Vocal Director	8%		
Music, Concert Band	5%	7%	
Music, Jazz Band	5%	7%	
Music, Orchestra	4%	5%	
National Honor Society Advisor	4%		
Newspaper Advisor (7 issues)	4%		
Senior Class Advisor	4%		
School Treasurer	10%	12%	
Soccer, Varsity Coach	8%	10%	12%
Soccer, Junior Varsity Coach**	7%	8%	
Soccer, Freshman**	6%	8%	
Softball, Varsity Coach	10%	12%	
Softball, Junior Varsity Coach**	7%	8%	
Softball, Freshman Coach**	7%	8%	
Student Council Advisor	6%	7%	
Swimming Coach	9%		
Swimming, Assistant Varsity Coach	6%		
Technology Coordinator	3%		
Tennis, Varsity Coach	6%	8%	9%
Tennis, Assistant Varsity Coach	3%		
Track, Varsity Coach	12%		
Track, Assistant Varsity Coach	6%	8%	
Track, Freshman Coach	7%	8%	
Volleyball, Varsity Coach	9%	11%	12%
Volleyball, Junior Varsity Coach	7%	8%	
Volleyball, Freshman Coach**	6%	8%	
Wrestling, Varsity Coach	14%	15%	
Wrestling, Junior Varsity Coach	8%	9%	
Wrestling, Freshman Coach	7%		
Yearbook Advisor	6%		

* Applies only to schools with a charter or eligible for a charter.

** In order to qualify for compensation in these areas, it will be necessary to submit a schedule and program to the Director of Interscholastic Athletics no later than November 1.

Middle School

Activity Supervisor (1 per 200 students)**	5%
Audio Visual Coordinator	4%
Basketball Coach	8%
Director, Intramurals*	5%
Drama Coach	3%
Intervention Assistance Team Member (IAT) (3 per school)	2%
Music, Instrumental Director	4%
Music, Instrumental Strings Director	4%
Music, Vocal Director	4%
Newspaper Advisor	2%
School Treasurer	8%
Soccer Coach	8%
Softball, Coach	5%
Technology Coordinator	2%
Track Coach	8%
Volleyball Coach	6%
Wrestling Coach	8%

*The Director of Intramurals will be required to submit a plan for the Intramurals program by October 1 to the Director of Interscholastic Athletics.

The program shall reflect the year's activities, the estimated number of participants for each segment of the intramural program and the time and location of the activities.

**Activity Supervisors are assigned on the basis of the average daily membership specified on the February abstract of the previous school year; 1 for each 200 students in attendance. Fractional equivalents are not provided.

All teachers receiving compensation for additional duties outside their regular contract are required to carry a normal daily work load. Exceptions:

1. Varsity coaches in each high school are to be provided with an additional conference period during the months in which the activity is occurring. When possible, the additional planning period should be scheduled for the final period in the school day. Coaches shall be required to teach six (6) periods per day.
2. The Athletic Director and the School Treasurer in each high school shall teach five (5) periods per day. Assignments to a study hall or homeroom shall not be made. Deviation from these provisions shall require the approval of the President.
3. The Intramural Director in each middle school shall be assigned six (6) teaching periods and a special duty period daily. The Intramural Director shall not be assigned a homeroom responsibility.

4. The School Treasurer in each middle school shall carry a normal teaching load; he shall not be assigned a homeroom or a special duty period.

Elementary School

Activity Supervisor (minimum of 2 per building or 1 per 100 students or major fraction thereof, whichever is greater)	5%
Art, Building Coordinator (one per building)*	2%; 4% if no classroom
Audio Visual Coordinator	3%
Breakfast Coordinator	3%
Combination Class Teacher	6%
Intervention Assistance Team Member (IAT) (3 per school)	2%
Music, Vocal Director (One per building)	2%; 4% if no classroom
Safety Patrol	5%
Technology Coordinator	2%

* A supplemental contract in the amount of two (2) or four (4) percent of the BA minimum, in accordance with the above schedule, shall be offered to an art teacher in each elementary school. Specific responsibilities within the context of building-wide displays shall be mutually determined by the contract recipient and the building principal. If the art teacher declines the supplemental contract, the contract with the same expectations shall be offered to other staff members in the building. Where mutual agreement is not able to be reached, the issue may be referred to the Joint Professional Problems Committee by the Executive Director, Human Resources, or the President.

All extended time contracts, with the exception of guidance counselors (JC 054 and 055) shall be issued as supplemental contracts.

In addition to the percentages listed above, members who hold supplemental contract positions shall be granted longevity increments of 10 percent. Longevity increments shall be applied at the beginning of the member's sixth consecutive year of service in any one supplemental contract or combination of supplemental contracts.

One year's credit shall be granted to a member for each year in which a supplemental contract was held. Members who hold more than one supplemental contract during a year shall receive only one year's credit for the year in which multiple contracts were held.

Additional supplemental contract positions shall not be established without the consent of the President.

8.06 Mileage

The rate of reimbursement shall be the amount per mile established by the Internal Revenue Service, in effect as of July 1, for each succeeding school year but not less than \$5 for each authorized athletic trip in which students are transported.

Mileage payments for the performance of supplemental contract duties shall not be made from individual team or activity budgets but shall be paid by the Treasurer up to \$1,000 per school year in any middle school or \$1,500 per school per year in any high school.

This provision shall not prohibit additional expenditures of funds from individual school, team or activity budgets.

Members who are required to travel to fulfill job responsibilities (inservice or staff meeting out of their building, assignment to two or more buildings, etc.) and members who transport students to authorized activities relating to the curriculum (excepting member-planned field trips) shall be entitled to the per mile reimbursement rate established by the Internal Revenue Service.

8.07 Board Pickup of Member Contributions to STRS

- A. For purposes of this section, total annual salary and salary per pay for each member shall be the salary otherwise payable under this Agreement. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a pickup of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combines expenditures for members' total annual salaries otherwise payable under this Agreement as amended (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- B. The Treasurer shall compute and remit the employer contributions to STRS based upon total annual salary, including the pickup. The Treasurer shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the pickup. The Treasurer shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Treasurer shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- D. The pickup shall apply to all payroll payments made after the adoption of this Agreement.

8.08 Combination Class Pay

Any member in grades one through six who is assigned a combination class shall receive a supplemental contract at the rate of 6% annually.

8.09 Changes in Training Levels

Members who advance a training lane on the salary grid shall be compensated for such advancement effective the payroll date following Board approval. In order to qualify for a change in salary rate at the beginning of the school year, a member shall be required to submit an official transcript to the Department of Human Resources not later than September 15. In order to

qualify for a change in annual salary rate for the second semester, the member shall be required to submit an official transcript to the Department of Human Resources not later than January 15.

Members may earn credit on the salary schedule for coursework completed through distance learning programs. In order to be eligible for credit on the salary schedule, the coursework must be offered through an accredited institution and the distance learning provider must be on the approved list of providers on file with the Local Professional Development Committee. Any distance learning coursework through institutions not on the LPDC approved list of providers shall not be eligible for credit on the salary schedule.

Effective July 1, 1992, credit shall not be granted for correspondence courses in any calculation for advancement on the salary schedule. Correspondence courses are courses of instruction completed entirely through the mail, including the sending of lessons and examinations. Independent study shall not be considered correspondence course work.

Credit earned through correspondence course work prior to July 1, 1992, shall not be affected by these provisions. Disputes arising under this section shall be referred to the Joint Professional Problems Committee before a resolution is sought through the grievance arbitration procedures herein.

For purposes of advancement on the training lanes, occupational and physical therapists may apply continuing education units earned through licensure requirements and/or through self-study programs sponsored by their respective professional organizations and approved through an accredited college or university. Said CEU's (ten (10) contact hours is equivalent to one (1) CEU) shall be converted to graduate credit hours for purposes of advancement on the scale, three (3) CEU's being equivalent to one (1) graduate hour. The equivalent number of hours which may be earned shall not exceed thirty (30). Therapists may apply up to thirty (30) CEU's approved through the AEA-APS LPDC toward the thirty (30) graduate hour requirement.

8.10 Vacation

- A. Full time members in the Adult Vocational School and Family Life who work at least forty-eight (48) weeks each year and full time hourly compensated employees who work time schedule 522 shall earn paid vacation in accordance with the following schedule:

Less than one (1) year	One (1) day per month (to ten (10) days)
1-4 years	Two (2) weeks (ten (10) days)
5-13 years	Three (3) weeks (fifteen (15) days)
14 years	Four (4) weeks (twenty (20) days)
15 years	Twenty one (21) days
16 years	Twenty two (22) days
17 years	Twenty three (23) days

18 years	Twenty four (24) days
19 or more years	Five (5) weeks (Twenty five (25) days)

Vacation is taken in the period January 1 to December 31 subsequent to the period in which is was earned.

- B. Application shall be made in writing and forwarded to the Department of Human Resources on the "Request for Approval and Authorization of Annual Vacation." Application should be made at least two (2) weeks in advance.
- C. Vacation may be taken at any time except that all vacations with pay and the schedules under which they are to be taken must be approved by the Superintendent. Authorization for vacation shall not be unreasonably withheld.

8.11 Hourly Compensated Teachers

Hourly teachers are those compensated on an hourly basis who serve in hourly rated vocational programs, adult education, family life, or similar programs. Hourly compensated teachers shall not be used to conduct classes normally staffed by regular salaried day-school teachers.

Hourly teachers who possess a degree and full certification and who work full-time (see Section 3.01M) are considered to be regular contract employees, paid on an hourly basis, and shall be issued limited (one-year) contracts, unless the member possesses an eight-year professional certificate. Teachers in the Adult Vocational Services Program are eligible for transfer to a regular day school vacancy and shall have all the benefits extended to other members of the bargaining unit. Sick days shall be accumulated in half-day increment, one-half (1/2) day for every eight (8) days of service. Holidays shall be paid in accordance with the time schedule worked. Full-time hourly teachers shall be granted a year of service for each year worked under the full-time hourly contract.

Other teacher (part-time) in such programs shall be extended a contract which specifies part-time employment at the hourly rate specified elsewhere in this Agreement. Sick days shall be accumulated in half-day increment, one-half (1/2) day for every eight (8) days of service. Holidays shall be paid in accordance with the time schedule worked.

Teachers in the following job codes shall be issued contracts which specify the hourly rate of pay. In addition, effective July 1, 1994, teachers in the job codes listed shall be placed on the appropriate service credit level for their respective job codes.

Job Codes 039, 452, 454

Step	07/01/02	07/01/03	07/01/04
0	\$22.20	\$22.98	\$23.73
1	\$22.48	\$23.32	\$24.08
2	\$22.66	\$23.51	\$24.27
5	\$23.56	\$24.44	\$25.23
10	\$24.51	\$25.37	\$26.19
15	\$25.48	\$26.37	\$27.23
20	\$26.50	\$27.43	\$28.32

8.12 Tutors

Tutors are teachers in day-school programs employed to supplement instruction and are paid an hourly rate. Tutors shall not be used to perform work which is normally performed by regular salaried day-school teachers, nor shall they be used in adult programs where high school course credit is given.

Tutors shall be considered full-time if they qualify for such designation by virtue of the definition in Section 3.01 M. Full-time tutors are entitled to the fringe benefits extended to regular contract teachers and hourly teachers.

Tutors shall be given credit on the salary schedule for experience earned on or after September 1, 1985, which will be in accordance with Time Schedule 380. Tutors employed less than five and one-quarter (5 ¼) hours per day shall earn one-half (1/2) day of service credit. Tutors employed for five and one-quarter (5 ¼) hours per day shall earn one (1) day of service credit for each day worked.

8.13 Co-Curricular Transportation Allowance

Effective with the 1989-1990 school year, each cluster will be provided up to \$9,000 per year to be used for co-curricular activity transportation. The use of each cluster's co-curricular transportation allowance shall be determined by the cluster principals in consultation with their coaches and other activity advisors.

8.14 Additional Speech/Hearing Therapist and Psychologist Funded Through Medicaid Reimbursement

If the Board receives \$500,000 or more in Medicaid reimbursement during any fiscal year, an additional speech therapist and psychologist shall be hired for the subsequent school year. Should the Board receive less than \$500,000 during any year in which an additional therapist is employed, the Board may reduce this position.

In the case of a reduction, the member holding the position shall be released from assignment as described in the provisions of Section 3.13D.

In no case shall a more senior therapist be forced into an alternative teaching area as a result of this reduction.

8.15 Special Education Teacher IEP Day/Supply Allowance Option

One day of substitute coverage, in the months other than September or May, will be provided to each full time special education teacher for the purpose of completing paperwork related to IEP's. Members may waive the provision of substitute coverage in return for a supply allowance equivalent to the cost of a daily substitute. This option must be requested during September of a school year with payment made prior to December 1 of that school year.

Special education teachers who have completed IEP's for all students assigned to them shall be excused for attending Parent-Teacher Conferences/Home Visits or Report Card Pickup Conferences.

8.16 ROTC

Effective with the 1996-1997 school year, ROTC salaries will be computed in the following manner:

Based upon federal reimbursement procedures, salaries for ROTC staff will be calculated based on a 210 day work schedule. The 210 day schedule will be utilized to derive a per diem rate, which rate shall be annualized based upon a 230 day work schedule. The annualized 230 day salary amount will be the basis for placement of the ROTC member on the Educational Staff salary schedule.

8.17 Class Coverage

- A.** When, despite reasonable efforts, the administration is unable to provide a substitute teacher, the Department of Human Resources will make a determination that a substitute cannot be secured.
- B.** Members may volunteer to perform substitute class coverage duties.
 - 1.** In secondary schools, members may cover classes during their regularly scheduled conference or lunch periods;
 - 2.** In elementary schools, members may absorb a portion of the uncovered class.
- C.** Compensation for voluntary class coverage shall be calculated as follows:
 - 1.** In secondary schools, members shall be paid at the rate of one-fifth (1/5) or twenty percent (20%) of the daily substitute rate of pay for each class covered, limited to two (2) classes per day.
 - 2.** In elementary schools, members shall be paid a prorated amount of the substitute teacher rate, based upon the percentage of students from the uncovered class absorbed into their classroom.
- D.** Payment for class coverage shall be made at the end of each semester, based upon the Class Coverage Report which the building administrator submits to the Treasurer, listing the names, dates, percentages (elementary), and number of classes covered.
- E.** The building administrator shall solicit on an annual basis, during the first fifteen (15) work days, the names of members willing to volunteer for class coverage. The names of secondary school volunteers shall be listed by periods available.
- F.** Coverage assignments shall be distributed on an equitable basis among the members who have volunteered in each building.
- G.** Disputes arising under this section shall be referred to the Joint Professional Problems Committee before a grievance is processed.
- H.** The Board shall make every attempt to provide substitute educational assistants for special education classes. When a substitute assistant is not provided, the special education teacher shall be paid the substitute assistant daily rate.

8.18 Licensed Physical Therapy Technicians (LPTT) and Licensed Occupational Therapy Technicians (LOTT)

Positions shall be full time and the duty day shall conform to the teacher day for the applicable level (elementary, middle or senior high). LPTT's and LOTT's will provide services under the

supervision of PT's and OT's respectively, under existing professional guidelines. Benefits shall be provided to these classifications in the same manner as full-time members.

Wage Rates: LPTT and LOTT:

Step	07/01/02	07/01/03	07/01/04
1	\$23,833.65	\$24,667.83	\$25,469.53
2	\$25,144.60	\$26,024.66	\$26,870.46
3-6	\$26,529.93	\$27,458.48	\$28,350.88
7-10	\$27,989.66	\$28,969.30	\$29,910.80
11-15	\$29,524.22	\$30,557.57	\$31,550.69
16-19	\$31,000.24	\$32,007.75	\$33,048.00
20+	\$32,550.24	\$33,608.12	\$34,700.38

8.19 Part-time Sick Leave Accrual

Full-time contract salaried teachers who also hold part-time hourly positions shall accrue sick hours based on the number of hours worked in the part-time assignment per month. At present, the job codes included under this provision are 039, 411, 453, 524, 526, 530, 535, 538 and 752.

Accrued sick hours can only be used to pay for a personal illness or family illness absence from the part-time assignment. The appropriate number of hours will be paid to the member and the member's accrued sick hours will be reduced by a corresponding number of hours.

Sick days accrued by the member's full-time assignment cannot be transferred to sick hours to pay for a personal illness or family illness absence from the part-time assignment in the case where there are insufficient sick hours accrued to pay for the absence from the part-time assignment.

Sick hours accrued by the member's part-time assignment cannot be transferred to sick days to pay for a personal illness or family illness absence from the full-time assignment in the case where there are insufficient sick days accrued to pay for the absence from the full-time assignment.

In the case of more than one part-time assignment which accrues sick hours, all sick hours accrued will be combined and will be available for use to pay for personal illness or family illness absences from either part-time assignment.

The maximum number of sick hours which can be accrued in a part-time assignment will be determined by bargaining unit contracts in effect at the time.

Sick hours will not be included in the sick day balance used to calculate a member's severance payment at the time of retirement.

Absences from a member's part-time assignment due to personal illness or family illness will not be counted in determining years of perfect attendance for severance payment purposes.

8.20 Master + GSH/CEU Lane

The Board shall establish a salary lane titled Master + GSH/CEU Lane on which a member will be placed after completing any combination of graduate credit hours and continuing education units approved by the APS-AEA LPDC which are equivalent to eighteen (18) graduate semester

hours. For purposes of this section, ten (10) contact hours are equivalent to one (1) CEU and three (3) CEU's are equivalent to one (1) graduate credit hour.

Salaries in such lane shall be equal to fifty percent (.50) of the difference between respective salaries in the Master Degree and the MA+ 18 lanes for steps zero (0) through eleven and one-half (11.5). Beginning at step twelve (12) the lane shall increase to seventy-five percent (.75) of the difference.

8.21 Speech Language Pathologists (SLPs)

Up to 200 hours during the summer months shall be set aside for SLP extended time employment to evaluate those students who MFE's are conducted during the summer. The Director of Special Education of his designate shall create summer extended time schedules, including caseloads and sites, to meet assessment needs. Extended time schedules will be assigned to the most senior SLP's expressing a desire for extended time employment.

Any additional extended time requests by SLP's during the regular school year shall be submitted to the Director of Special Education for consideration and review.

An annual allocation of \$100 for materials and supplies shall be provided each full-time SLP.

8.22 Elementary Classroom Supply Allowance

All regular classroom teachers in grades 1-5 shall receive an annual supply allowance of \$100 effective July 1, 2002 and \$150 effective July 1, 2003 in addition to the board per pupil allowance. This allowance is for the purpose of purchasing teaching supplies through the warehouse or through private vendors. A principal who questions the appropriateness of an expenditure under this provision may refer the matter to the Professional Problems Committee for resolution prior to reimbursement for the expense.

Regular classroom teachers in grades 1-5 who are employed after October 10th and before February 1st shall be eligible for one-half (1/2) of the annual supply allowance.

Personal purchase orders (PO's) must be requested by October 1st. PO's to vendors may be requested by April 1st. Receipts or signed receiving copies of the PO's must be submitted for reimbursement of payment by May 15th.

Unexpended funds will be liquidated at the end of each fiscal year.

ARTICLE IX – FRINGE BENEFITS

Hospital, Surgical and Major Medical Insurance, and Prescription, Vision, Dental and Term Life Insurance shall be provided to full time members only unless specified otherwise hereunder.

9.01 Hospital, Surgical and Major Medical Insurance

Hospital, Surgical and Major Medical Insurance shall be provided at Board expense and the appropriate member contribution specified below for all full time members and their dependents unless the member notifies the Board's Insurance Department of his intent not to be provided such coverage. This is to include a 120 day semi-private room hospitalization coverage; a reasonable and customary surgical schedule including obstetrical benefits; \$300 non-scheduled X-ray and laboratory benefits; \$500 supplemental accident benefit; unlimited anesthesia benefits; unlimited major medical coverage; with \$100 per employee deductible, satisfied within a

calendar year of 365 days; and a \$5,000 per year psychological and/or psychiatric outpatient benefit.

Twelve monthly contributions (or the equivalent thereof), effective July 1, 2002, as follows:

MUTUAL HEATH SERVICES

SALARY RANGE	Single	Family
0 – 19,999	8.19	18.70
20,000 – 29,999	10.91	23.37
30,000 – 39,999	13.63	29.61
40,000 – 49,999	16.37	32.73
50,000 – 59,999	19.10	38.96
60,000 – 69,999	21.82	46.76
70,000 – 79,999	27.41	68.42
80,000 – 89,999	31.53	78.78
90,000 – 99,999	39.75	99.21
100,000 +	47.97	119.73

HMO HEALTH OHIO

SALARY RANGE	Single	Family
0 – 19,999	12.19	32.67
20,000 – 29,999	16.25	43.56
30,000 – 39,999	20.32	54.45
40,000 – 49,999	24.38	65.34
50,000 – 59,999	28.44	76.23
60,000 – 69,999	32.51	87.12
70,000 – 79,999	40.64	108.90
80,000 – 89,999	46.73	125.24
90,000 – 99,999	58.92	157.91
100,000 +	71.11	190.58

When both husband and wife are employed by the Board, the Board shall provide primary and secondary coverage.

There shall be no reduction of benefits, deductibles or changes in the exclusions to the above without mutual consent of the parties.

For members enrolled under the health coverage program, there shall be included a Second Surgical Opinion and Pre-Admission Certification program. The Pre-Admission Certification program shall exclude any notification requirements in the event of emergency admittance.

9.02 Term Life Insurance

Term Life Insurance shall be provided at Board expense for all full time members and tutors and part time hourly teachers who work 20 or more hours per week.

The face valuation of the term life policy will be 1.25 times the member's annual salary, rounded to the nearest \$1,000. The annual salary is defined as the basic contract rate not including

supplemental contracts for teachers or other additional payments. For tutors and part time hourly teachers, the face valuation of the term life policy will be \$25,000.

Members shall be permitted to purchase additional term life insurance for themselves, their spouses, and their dependents, subject to approval of the carrier.

Insurance shall be purchased in increments of \$5,000 and shall cost the member the per thousand rate charged the Board by the carrier.

There shall be an annual September enrollment period for purchases of such term life insurance. Payment for the insurance shall be through payroll deduction in ten equal payments commencing with the fourth pay period.

9.03 Income Protection Insurance

Payroll deductions for Income Protection Insurance shall be provided by the Board through the Treasurer for all members.

9.04 Tax Sheltered Annuities

The Board through the Treasurer shall provide a payroll deduction for all members who wish to participate in a Tax Sheltered Annuity Program.

The various annuity carriers shall not be permitted to solicit individual members during the work day or on Board property.

The Board and the Treasurer shall assume no obligation, financial or otherwise, arising out of any payroll deduction plan.

9.05 Prescription Insurance

The Board shall provide a Family Coverage program of prescription insurance based upon the following table of deductibles and out-of-pocket maximums:

Salary	Generic	Brand No Generic	Name Brand	Max Single or Family
0-29999	\$0	\$1.50	\$3.00	\$50
30000-69999	\$0	\$2.50	\$5.00	\$200
70000-109999	\$0	\$5.00	\$10.00	\$400
110000-159999	\$0	\$7.50	\$15.00	\$600

The Plan shall cover oral contraceptives regardless of medical necessity.

The Board may provide prescription insurance through a preferred provider arrangement with any provider who has at least fifty (50) outlets available throughout the greater Akron area. If the Board provides prescription insurance through a preferred provider arrangement, it shall

provide for mail order filling of prescriptions for maintenance drugs with no deductible being charged to the member.

When husband and wife are employed by the Board, the insurance carrier shall issue identical prescription cards to each, both cards shall provide for family prescription coverage.

9.06 Deductions for Akron Teachers Credit Union

Payroll deduction for Akron Teachers Credit Union shall be provided by the Board through the Treasurer for all members who are eligible and who request such deductions.

9.07 Severance Pay

The employer shall provide severance pay for those full time members who retire from the Akron Public Schools under service provisions of the State Teachers Retirement System within three (3) years of their last work day with the Board. Excluded from this benefit shall be any employee who is convicted of a misdemeanor or felony which results in the revocation of his/her certification.

Such pay shall be determined as follows:

- A. For retirements effective before February 1, 1989, a member who qualifies for severance pay shall receive the greater of:

Twenty-five (25) percent of the first 120 days of said member's accumulation of days or unused sick day,

OR

Twenty (20) percent of said member's accumulation of unused sick days.

For the purpose of this computation, such sick day accumulation shall not exceed that shown in B. below.

- B. For retirement effective after January 31, 1989, a member who qualifies for severance pay shall receive twenty-five (25) percent of said member's accumulation of unused sick days.

For the purpose of this computation, such sick day accumulation shall not exceed 400 days as of July 1, 2002.

- C. A member shall receive two (2) additional days of severance pay credit for each year said member had perfect attendance commencing July 1, 1976 through June 30, 1981.
- D. A member shall receive one (1) day of severance pay credit for each year said member has perfect attendance commencing July 1, 1981.
- E. Perfect attendance shall be defined as the member's non-use of sick days between July 1 and June 30 of each year.
- F. The employee's daily rate of pay shall be either (1) determined by dividing the total annual salary (regular plus extended time) for the school year by the total number of days (regular plus extended time) for the employee, or (2) determined by dividing the

regular teaching salary by 190 days. The higher daily rate of pay shall be utilized in calculating severance pay. A member who retires from a job sharing position shall have his/her severance computed on the basis of the member's daily rate of pay had said member been employed under a full time contract.

- G.** Upon applying for severance pay benefits, members shall furnish to the Board a copy of their initial retirement check from the State Teachers' Retirement System. Members shall elect: (1) to receive severance pay within two weeks after submitting their application to the Treasurer, or (2) deferring severance payment until the first payroll period of the next calendar year. Members are advised to consult their tax advisor concerning any tax implications related to selecting either option.

9.08 Dental Insurance

The Board shall provide, at not expense to members, a dental insurance plan for members and their dependents. Effective February 1, 1989, such coverage shall be at least the equivalent of Delta Dental Stance IV-B Dental Coverage.

Members shall have the option of improving their coverage to Delta Dental Stance IV-E through co-payment in conjunction with the Board, so long as the exercise of this option does not increase the Board's cost. Members who wish to improve coverage shall notify the Board during the annual open enrollment period for health care coverage and make arrangements for payroll deduction of the additional cost of such coverage.

Members shall have the option of enrolling in a closed-panel dental maintenance organization. The cost to the Board of such coverage shall not exceed the cost of the current traditional dental insurance program as reported by the Treasurer's Office.

9.09 Vision Insurance

An eye care insurance program shall be provided, at Board expense, for members and their dependents for the period July 1, 2002 through June 30, 2005. Such coverage shall include:

- a. 100 percent of all usual, customary and reasonable charges for annual routine examination and testing, less a \$5 deductible.
- b. 100 percent of all usual, customary and reasonable charges for lens and frame combinations on a bi-annual basis, less a \$15 deductible.
- c. \$75 maximum bi-annual benefit for contact lens when such are for non-major corrective and/or cosmetic purposes

9.10 Employee Assistance and Employee Wellness Programs

An Employee Assistance Program and an Employee Wellness Program shall be made available.

9.11 Close Panel HMO and Preferred Provider Organizations

Through June 30, 2003 the Board shall provide two closed panel Health Maintenance Organizations with annual open enrollment in May of each calendar year. Kaiser Permanente Added Choice will be one of the two HMO's and will be offered without employee contribution.

Effective July 1, 2003 HMO Health Ohio shall be eliminated from the HMO options provided by the Board.

Part-time members may elect to participate in an HMO at full member cost.

The Board shall provide three PPO programs available without employee contribution. An annual open enrollment shall be held in May of each year. Coverage shall be with Medical Mutual Super Med Plus, Summa Health Care and AultCare.

9.12 PPO Enhancement Program

Members participating in a PPO shall be provided at no cost with the following upgrades to their health care coverage:

- a. A vision insurance program that shall include exams, lenses, and frames (at an increased reimbursement level) every 12 months. The program shall include tinted lenses and photochromic lenses at no additional charge. Deductibles of \$5.00 for exams and \$15.00 for frames/lenses shall apply.
- b. A dental program which shall include provisions of the current STANCE IV-E Plan, converted to a UCR schedule (100%, 80%, 70%). Coverage shall also provide 100% reimbursement for sealants and adult fluoride treatments.
- c. Coverage within the PPO shall also include annual check-ups, blood draws, EKG, PSA, Mammograms, flu shots, diabetes education, sigmoidoscopy, and colonoscopy.
- d. When both spouses are employed by the Board and where both are members of the same PPO, the \$10.00 office co-pay and the \$50.00 emergency room co-pay - where an injury or medical condition requires immediate attention -- shall not apply.

9.13 Health Screening Program

The Board shall provide annual health screenings for all members at no cost.

9.14 Health Benefits Advisory Committee

The Superintendent shall establish a Health Benefits Advisory Committee composed of the Deputy Superintendent, Support Services, Executive Director – Business Affairs, Executive Director – Human Resources; Director, Staff Relations; Treasurer and the President or his designate. The Superintendent shall offer membership on the committee to one representative from each of the other recognized bargaining units.

The purpose of the committee is to allow joint consultation on matters concerning hospitalization, major medical, prescription, dental, vision and term life insurance coverage.

Such consultation shall include, but is not limited to: monthly monitoring of all plan costs, including claims; quarterly reviews to insure effective and efficient fringe benefit expenditures; quarterly reviews of plan performance objectives; and, annual reviews of coverage options and utilization studies and claim audits.

The committee shall determine its own meeting schedule, and shall make annual recommendations to the Superintendent regarding any aspect of the fringe benefits package.

Information on new classifications of drugs shall be shared with the committee within thirty (30) days.

The AEA representative to the committee shall be consulted when a denied prescription is not overridden by Human Resources. If no agreement is reached regarding an override, the case shall be referred to Professional Problems for consideration at the next scheduled meeting.

9.15 Section 125 Benefit Premium Only Plan

Effective January 1, 1994, or as soon thereafter as practicable, the Board shall make a Section 125 (IRS) Benefit Premium Only Plan available to all employees for the purpose of deducting employee premium contributions on a pre-tax basis for health benefits.

9.16 Theft and Vandalism Fund

The Board agrees to establish a Theft and Vandalism Fund in the amount of \$10,000. This fund shall be maintained annually at the beginning of each school year at the above-stated amount.

Members may make application to the Theft and Vandalism Fund for reimbursement of any personal insurance deductibles resulting from claims submitted for job-related theft and/or vandalism. Members may also apply for reimbursement for any documented job-related theft or vandalism that has been submitted under an insurance policy and denied coverage under a specific exclusion.

Application for reimbursement shall be made to the Office of Staff Relations, Department of Human Resources, which shall authorize payment through the Treasurer's Office. Documentation of the deductible payments shall be submitted with the application for reimbursement. In the case of a claim specifically excluded by the member's insurance policy, a statement from the insurance company stating the exclusion shall be submitted with the application.

In addition to theft and vandalism, the fund may be used to reimburse any property loss suffered by a member resulting from circumstances beyond the member's control. Questions concerning the appropriateness of reimbursement under these circumstances shall be decided by the Joint Professional Problems Committee.

Reimbursement shall be made to members each year only so long as the fund is not depleted.

9.17 Early Retirement Announcement

A \$500 payment shall be made to any member who, prior to April 1, submits in writing to the Executive Director – Human Resources, his or her intent to retire between April 1 and June 30, and who retire between April 1 and June 30. Said payment shall be made within fifteen (15) days of the Board's acceptance of the member's retirement.

9.18 Insurance Opt-Out

Members may elect to "opt-out" of the Board-provided hospitalization and major medical insurance coverage. A member who elects to opt-out shall be compensated as follows:

- A. An employee whose spouse is also an Akron Public Schools employee may opt-out and be compensated in the amount of \$600.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- B. An employee who can show proof of insurance coverage may elect not to be covered by Board insurance. The employee shall be compensated in the amount of \$1,500.00, less appropriate tax deductions, per year at the end of an entire year for which he/she did not have coverage.
- C. The opt-out shall occur during the open enrollment period (currently May) and can be rescinded before the next open enrollment only when a triggering event occurs (loss of coverage from the other source).
- D. Members may elect to opt-out of the insurance program during the annual enrollment period for the succeeding fiscal year.

ARTICLE X – EXTENDED SERVICES

10.01 Definitions

Services related to or sponsored by the Board other than the normal school day or year as established in this Agreement shall be considered extended services.

10.02 Program Description

A description of each Extended Program shall be posted in each school office at least two (2) weeks before the deadline for application.

Said posting shall include the hours of the program, rate of compensation and obligations required of members.

10.03 Rights

Members providing extended service shall retain all rights under this Agreement including the right to grieve.

10.04 Applications

Application forms for extended service positions shall be available in the school office of each building at least two (2) weeks prior to the deadline for submission of applications for such positions.

10.05 Selection for Summer and Evening High School

Extended Service positions requiring Provisional Certification shall be filled by members under contract to the Board. In the event members are not available, other certified personnel may be used. In all cases proper certification for the curricular program being offered is required.

The following criteria shall be considered in making the selection:

- A. Members who have satisfactorily taught a class during the immediately preceding evening or summer session in a program shall have priority over other applicants to return to that specific preparation or, if that preparation is not available, to any available

preparation in which the member has had successful teaching experience within the last three years except that members who have taught in a program during the past four (4) evening and/or summer sessions shall not be reemployed if other qualified members have applied. A member not employed to continue in a program after four (4) years shall not be precluded from application for, and employment in, another evening and/or summer program for which the member is qualified.

- B.** Members who are in the building where the extended program is being offered and who have a satisfactory or better rating in each of the composite areas on the most recent year-end evaluation in their personnel files.
- C.** Members who are not in the building where the extended program is being offered and who have a satisfactory or better rating in each of the composite areas on the most recent year-end evaluation in their personnel files.
- D.** Selection of members under B. or C. above shall be made on the basis of who is best prepared to meet the needs of the anticipated students through the curriculum to be offered. The selection shall be made by a committee composed of the program or building manager and two (2) teachers with experience in the program. If the program is new, the teachers may be appointed by the President from teachers who have not applied and who serve in the building(s) targeted for the program.

10.06 Notification

Each member who has applied for employment in an extended services position shall be notified, within twenty (20) days after the deadline for submission of applications, whenever possible, except for summer and evening high programs as indicated in 10.08 and 10.09. The applicant will be notified that he/she:

- A.** has been appointed a position

OR

- B.** may be appointed at a later date

OR

- C.** will not be appointed to the position.

10.07 Facilities

Members employed in extended service programs shall have access to such school facilities as the faculty lounge, restrooms, telephone, workroom and a copier in addition to the classroom facilities.

Teaching materials and supplies for the preparation of instructional materials and to meet the special needs of the program shall be available at all times.

10.08 Summer School

Summer school applications must be submitted to the Office of Extended Services by April 1.

Staff for summer programs beginning in June shall be selected during the month of April and each applicant shall be notified by May 5 of the disposition of the application.

Staff for summer programs beginning in July or August shall be selected during the month of May and each applicant shall be notified by June 5 of the disposition of the application.

Summer school staff shall have July 4 as a paid holiday.

10.09 Evening School

Evening school applications must be submitted by June 10. Applicants shall be notified by the end of the first full week of school of the disposition of the application.

ARTICLE XI – NEGOTIATION PROCEDURES

11.01 Initiation of Procedures

A written request for a negotiation meeting, stating the subject matter to be considered, as provided in Article 2.03 and 14.02 shall be submitted by the President or by the Superintendent.

Meetings between the AEA and the Superintendent shall be scheduled outside the regular school day, at an agreed upon time and place.

The parties shall convene their initial negotiating session within five (5) work days after March 1, 2005.

11.02 Negotiating Committees

The AEA shall designate a committee of five (5) members or fewer and the Superintendent on behalf of the Board shall designate a committee of five (5) members or fewer for the purpose of conducting negotiations. The aforementioned shall be members of the professional staff or members of the Board.

The Board and the AEA shall designate, prior to the first negotiating session, their respective chief negotiators.

11.03 Good Faith

Both parties shall make every effort to conclude negotiations satisfactorily through the foregoing steps within forty five (45) work days from the time of their initial negotiating session.

In addition to the committees of the parties referred to in Section 11.02, either party may use such consultants, in negotiation sessions, as it may deem necessary. The identity of the consultants, and the intent to use said consultants, must be provided to the other party at least three (3) work days in advance of such use.

During the process of negotiations, only such information as is mutually agreed upon in writing shall be distributed or given to the new media.

The chairman of either committee may recess his committee for independent caucus at any time.

In recognition that negotiation is a shared process, all parties shall negotiate in "Good Faith". "Good Faith" required that the AEA and the Board representatives be willing to react to each other's proposals; if a proposal should prove unacceptable to one (1) of the parties, that party is

obligated to give its reasons therefore. In case of disagreement, procedures outlined in Article XIII will be in effect.

11.04 Furnishing Information

The Board and the Superintendent agree to furnish the AEA on request all compiled available information concerning the financial resources of the district and any other public data that will assist the AEA in helping to develop intelligent, accurate and constructive programs on behalf of the members, the students and the educational program.

ARTICLE XII – AGREEMENT

When the participants reach agreement, such agreement shall be reduced to writing and signed by the members of the committees. Within five (5) work days thereafter, said Agreement shall be submitted to the membership of the AEA for ratification. If such membership ratifies said Agreement by a majority vote of those voting thereon, upon written certification by the President of such ratification to the Superintendent, the Board shall consider the ratification at its next meeting. The Board may also elect to defer consideration of the Agreement to the following meeting when seventy two (72) hours have not passed between written notification of AEA ratification and the next Board meeting.

ARTICLE XIII – IMPASSE

13.01 Fact-finding

Should the AEA and the Board fail to reach agreement by June 30, either side may request, in writing, that all unresolved items be submitted to a fact-finder. This item does not apply to Section 13.07 In-Term Bargaining.

13.02 Appointment

Within three (3) days of the notice to refer the unresolved issues to a fact-finder, the parties shall request from the American Arbitration Association (AAA) a list of five (5) names to serve as potential fact-finders. The parties shall meet within two (2) days of receipt of the list from AAA and strike names to select a fact-finder to hear the unresolved issues.

13.03 Procedures

Within ten (10) work days of selection, the fact-finder shall conduct a hearing on all unresolved issues. The Fact-finder shall have the authority to request that both sides submit the unresolved issues prior to the hearing date. Unresolved issues are those proposals on the table at the time fact-finding is requested on which tentative agreement has not been reached.

Within ten (10) days of the final hearing day, the fact-finder shall submit a set of recommendations of the unresolved issues to both sides. The nature of these recommendations shall be advisory and not binding on either party.

13.04 Recommendations

Within ten (10) days of the submission of the fact-finder's report, said recommendations shall be submitted to meetings of the membership of the Association and the Board, respectively, for acceptance or rejection. The report must be accepted or rejected in its entirety. If the membership of the AEA accepts the recommendations by a simple majority of those voting on the

recommendations, the report shall be considered ratified by the Association. If the membership of the Board accepts the recommendations, the report shall be considered ratified by the Board.

13.05 Mediation

If either the AEA or the Board rejects the fact-finder's report, the rejection shall be considered a request for mediation. The rejecting party shall, within two (2) work days, contact the Federal Mediation and Conciliation Service (FMCS), request the services of a mediator, and shall notify the other party of the request in writing. The mediator shall be selected by FMCS. Members shall have the right to strike provided the contract has expired and no agreement has been reached and the Association has given a ten (10) day prior written notice of intent to strike to the Board and SERB as required by 4117.14 of the Ohio Revised Code.

13.06 Costs

All costs incurred as a result of the use of a fact-finder and/or mediator shall be shared equally by the Association and the Board except that each shall be responsible for the costs of its own representation and presentations.

13.07 In-Term Bargaining

Any negotiations required under this Agreement or otherwise by law are subject to the fact-finding procedures outlined in Article XIII of this Agreement. In the event either party invokes the provisions of Article XIII in an impasse involving bargaining an issue during the term of this Agreement, the fact-finding and mediation procedures in Article XIII shall apply to this in-term negotiations impasse except that the ten (10) day limits in Sections 13.03 and 13.04 will become five (5) day limits and the entire fact-finding mediation process shall not be extended beyond thirty (30) calendar days.

ARTICLE XIV – DURATION

14.01 Effective Date

The effective date of this Agreement shall be July 1, 2002, and it shall remain in force until June 30, 2005, except that it may be altered by the reopening of negotiations as provided herein.

14.02 Initiation of Negotiations

Negotiations for a new Agreement covering salaries, fringe benefits and working conditions shall be initiated by either party by providing written notice to the other party at any time after December 1, 2004 and prior to March 1, 2005, under the procedures set forth in Article XI hereof. By mutual agreement of the Superintendent and the President, negotiations for a successor Agreement may begin prior to December 1, 2004. Subsequent negotiations between the parties shall be conducted at such time or times as the parties may agree and under the procedures set forth in Article XI.

14.03 Year-Round School

Initiation of year-round school format in any school in which the length of the school year as defined in this Agreement is extended shall require the reopening of negotiations on items that concern wages, fringe benefits and on other items mutually agreed upon surrounding that year-round program.

Negotiations shall commence at least sixth (60) days prior to the implementation of the year-round program and shall be conducted under procedures set forth in Articles XI and XIII thereof.

14.04 Ratification

Any agreements reached between the parties under the terms hereof shall, upon ratification thereof as provided herein, become a part of this Agreement.

14.05 Reopening

This Agreement may be reopened for negotiations at a time other than that provided in foregoing sections only upon the mutual agreement of the parties. Within sixty (60) days after the effective date of legislation or U.S. Supreme Court decisions which modify or have direct effect upon any portion of this Agreement, a meeting shall be held, upon request by either party, to determine whether or not the parties wish to reopen negotiations on the affected sections of the Agreement.

Index

A

Absence.....	47
Assault.....	56
Authorization.....	47
Certificate of Absence.....	48
Certificate of Health.....	48
Covered by Sick Days.....	49
Death.....	56
Epidemic or Other Public Calamity.....	49
Jury Service.....	54
Justifiable.....	54
Leave of Absence (in general).....	56
Meetings and Conference (to attend).....	56
Military Service (temporary).....	53
Notification in Case of.....	48
Other Than Sick Days.....	53
And Salary Increments.....	49
Sick Day Bank.....	51
Sick Day Use.....	50
Unauthorized.....	47
Unrestricted.....	55
Accumulation of Sick Days.....	50
Administrative Promotion.....	46
Advisory Council,	
Faculty.....	27
Psychologists Advisory.....	47
Agency Fees.....	76
Agreement,	
Duration.....	102
Effective Date.....	102
Part of Board Policy.....	?
Negotiations.....	100
Reopening of.....	103
Violation of Law.....	1
Akron Education Association,	
Activities.....	75
Business.....	77
President.....	79
Vice-President.....	79
Allowance,	
Co-Curricular Transportation.....	88
Elementary Classroom.....	91
Special Education Supplies.....	88
Alternate Elementary School Day.....	46
Alternative Programs.....	47
Announcement, Early Retirement.....	97
Annual Time Schedule.....	6
Annuities, Tax Sheltered.....	93
Appraisal.....	11
Assault.....	37
Absence due to.....	56
Authorized Absence.....	47

B

Bargaining, Good Faith.....	100
Board Policy, Agreement to be part of.....	2
Board Responsibility.....	1
Building Financial Statements.....	27
Building Leadership Team.....	28
Building Representatives,	
Duties.....	78
Released Time For.....	78

C

Calendar, School.....	10
CPR Certification.....	42
Certificate of Health.....	48
Certification,	
Absence.....	48
Contract Teacher,	
Initial Employment.....	65
Subsequent Employment.....	65
Full and Part-Time Members.....	64
Permanent.....	66
Professional.....	66
Tutor and Part-Time Hourly,	
Initial Employment.....	65
Subsequent Employment.....	65
Changes in Training Levels.....	85
Class Coverage.....	89
Class Size,	
Elementary.....	10
Secondary.....	11
Classification Seniority.....	5
Classroom Rules.....	36
Co-Curricular Activities, Definition.....	5
Co-Curricular Transportation Allowance.....	84
Combination Class Pay.....	85
Committee:	
Curriculum Review.....	32
Discipline Review.....	36
Health Benefits Advisory.....	96
Local Professional Development.....	66
Mentor Program.....	44
Middle School Study.....	44
Negotiating.....	100
Professional Problems, Joint.....	78
Sick Day Bank.....	51
Vocational Education Development.....	46
Communication, Written.....	75
Conferences,	
Absence to Attend.....	53
Parent-Teacher.....	30
Continuing Contract.....	64
Contracts,	
Continuing.....	64
Limited.....	64

Non-Renewal Of.....	23
Resignation.....	22
Supplemental.....	81
Termination Of.....	23
Termination of Supplemental.....	24
Counselor,	
Job Description.....	67
Salary Ratio.....	80
Work Day.....	6
Coverage, Class.....	89
Curriculum, Definition.....	5
Curriculum Review.....	32

D

Daily Rate of Pay.....	6
Death, Absence Due To.....	56
Deductions, Payroll.....	76
Definitions,	
Co-Curricular Activities.....	5
Employees.....	4
Full-Time.....	5
Immediate Family,	
Death.....	4
Personal Illness.....	5
Masters Equivalency.....	6
Members.....	4
Middle School.....	6
Personal Business.....	5
Preparation.....	6
President.....	5
Professional Staff.....	4
Seniority.....	5
Treasurer.....	5
Work Days.....	4
Dental Insurance.....	95
Departmental Meetings.....	32
Disability Retirement,	
Application.....	25
Contract Status, While On.....	25
Eligibility.....	25
Policy Regarding.....	24
Termination Of.....	25
Disciplinary Interviews.....	13
Discipline,	
Assault.....	37
Expulsion Hearings, AEA Participation In.....	37
Member.....	13
Preset Classroom Rules.....	36
Pupil Adjustment Policies.....	35
School Review Committee.....	36
Special Education Students.....	33
Threat of Assault.....	38
Displaced Teacher Program.....	45
Duty,	
Assignment to More Than One Building Daily.....	8

Building Representatives.....	78
Custodial.....	7
Evening Surveillance.....	8
Lunch Program.....	7
Non-Instructional Programs.....	7
Restroom Supervision.....	8
Special Subject Teachers.....	7

E

Early Retirement Announcement.....	97
Eight Period Day.....	9
Electronic Payroll Deposit.....	79
Employee Assistance and Wellness.....	95
Employee, Definition.....	4
Entry Year Mentor Program.....	44
Epidemic, Absence Due To.....	49
Equipment.....	39
Established Procedures.....	1
Evaluation.....	11
Administrative Visitation/Observation.....	12
Clear Direction.....	13
Continuing Contract.....	13
Limited Contract.....	13
Supervisory Visitation/Observation.....	13
Expulsion Hearings, AEA Participation In.....	37
Extended Services,	
Application.....	98
Definition.....	98
Evening High School.....	100
Evening High School, Selection.....	98
Facilities.....	99
Member Rights.....	98
Notification.....	99
Summer School.....	99
Summer School Selection.....	99
Extra Pay For Extra Duty (Supplemental Contracts).....	81

F

Facilities.....	38
Equipment.....	39
Faculty Lounge.....	38
Lunch Area.....	39
Parking.....	39
Restrooms.....	39
Storage.....	39
Supplies.....	39
Telephones.....	38
Workroom.....	39
Fact Finding.....	101
Faculty Council.....	27
Faculty Lounge.....	38
Family Medical Leave Act.....	64
Fees, Agency.....	76
Financial Statements, Building.....	27

Forms.....	75
Full-Time, Definition.....	5
Fund, Theft and Vandalism.....	97
Furnishing Information (Negotiations).....	101

G

Good Faith Bargaining.....	100
Grade Level Meetings.....	32
Grades, Submission Of.....	9
Grievances.....	39

H

Headstart Teacher.....	72
Transfer Of.....	73
Health Screening.....	96
Hospitalization.....	91
Hourly Compensated Teachers.....	87

I

IEP Day.....	88
Immediate Family Definition,	
Death In.....	4
Illness In.....	5
Impasse.....	101
Appointment of Panel.....	101
Costs.....	102
Fact Finding.....	101
Mediation.....	102
Procedures.....	101
Recommendations.....	101
Income Protection Insurance.....	93
Increments, Longevity.....	80
Information, Furnishing (Negotiations).....	101
Inservice.....	31
In-Term Bargaining.....	102
Insurance,	
Dental.....	95
Employee Assistance and Wellness.....	95
Health Screening.....	96
Hospital, Major Medical, Surgical.....	91
Income Protection.....	93
Opt Out.....	97
Preferred Provider Organization.....	95
Enhanced Program.....	96
Prescription.....	93
Section 125 Benefit Premium.....	97
Term Life Insurance.....	92
Theft and Vandalism Fund.....	97
Vision.....	95

J

Job Code Numbers.....	2
-----------------------	---

Changes In.....	3
Job Sharing.....	43
Joint Professional Problems Committee.....	78
Jury Service, Absence For.....	54
Justifiable Absence.....	54

K

Kindergarten Position.....	70
----------------------------	----

L

Leave of Absence.....	56
Dependent Care.....	58
Early Termination of.....	57
Family Medical Leave Act.....	64
Illness.....	58
Military.....	62
Parental.....	63
Peace Corps, Service In.....	60
Professional Study, Research.....	60
Public Office.....	62
Returning From.....	57
Teacher Corps, Service In.....	60
Teaching Abroad.....	60
Travel.....	60
Unrestricted.....	63
Librarian Position.....	70
Limited Contract.....	13
Longevity Increments.....	80
Lunch Area.....	39
Lunch Period.....	6
Elementary Teachers.....	8
Secondary Teachers.....	8

M

Major Medical Insurance.....	91
Master Degree Salaries,	
Equivalency.....	6
Plus Graduate Hours and CEU's.....	90
Master Equivalency, Definition.....	6
Mediation.....	102
Meetings,	
Absence to Attend.....	53
Conferences.....	30
Departmental, Subject or Grade Level.....	32
Inservice.....	31
Open House.....	30
President and Superintendent.....	1
Records Day.....	32
Staff.....	29
Member,	
Children In Akron Public Schools.....	46
Definition.....	4
Rights of Under Agreement.....	79

Work Load.....	7
Mentor Program.....	44
Middle School	
Definition.....	6
Study Committee.....	44
Mileage Reimbursement.....	84
Military Service, Absence for Temporary.....	53
Mutual Understanding.....	1

N

Negotiating,	
Committees.....	100
Procedures, Initiation of.....	102
Negotiations,	
Fact Finding.....	101
Furnishing Information.....	101
Good Faith.....	100
Impasse.....	101
Initiation of.....	100
In-Term.....	102
Mediation.....	102
Ratification.....	103
Reopening.....	103
New Staff Member.....	75
New Teacher Luncheon.....	75
New Teacher Vacancy.....	22
No Reprisal Clause.....	2
No Retaliation Clause.....	2
Non-Renewal of Contract.....	23
Notification of Absence.....	48
Numbers, Job Code.....	2

O

Occupational Therapists.....	74
Occupational Therapy Technicians, Salaries.....	89
Open House.....	30
Opt-Out, Insurance.....	97

P

Parental Leave of Absence.....	63
Parking.....	39
Part-Time Sick Day Accrual.....	90
Passes, Student Activity.....	79
Pay,	
Daily Rate.....	6
Severance.....	94
Payroll, Electronic Deposit.....	79
Payroll Deductions,	
Akron Education Association, Dues/Agency Fees.....	76
Akron Teachers Credit Union.....	76
Akron Teachers Political Action Committee.....	76
Income Protection Insurance.....	93

Liberty Mutual Group (Auto and Homeowners).....	76
Tax Sheltered Annuities.....	93
Term Life Insurance.....	92
26 Pay Plan.....	77
United Teachers Association (Cancer).....	76
Personal Business, Definition.....	5
Personnel Records.....	25
Physical Therapist Technicians, Salaries.....	89
Physical Therapists.....	74
Pilot Programs.....	42
Position Vacancy.....	21
Preferred Provider Organization.....	95
Enhancement Program.....	96
Pre-Kindergarten Teacher.....	72
Transfer of.....	73
Preparation, Definition.....	6
Prescription Insurance.....	93
President,	
Akron Education Association.....	79
Definition.....	5
Procedures, Initiation of Negotiating.....	100
Professional Growth Plan.....	67
Professional Problems Committee.....	78
Professional Staff.....	1
Definition.....	4
Promotion,	
Administrative.....	46
Psychologist,	
Advisory Council.....	47
Medicaid Funded.....	88
Salary Ratio.....	80
Pupil Adjustment Policies.....	35
Pupil-Teacher Ratio,	
Elementary.....	10
Secondary.....	11

R

Ratification.....	103
Ratio Position Vacancy.....	21
Recognition Clause.....	4
Records Day.....	32
Reduction In Force.....	23
Reimbursement,	
Mileage.....	84
Reopening, Negotiations.....	103
Reprisal.....	2
Resignation.....	22
Restrooms.....	39
Retaliation.....	2
Retirement,	
Disability.....	24
Early Announcement.....	97
Severance Benefits.....	94
Rights of Members Under Agreement.....	79
ROTC.....	88

S

Salary Increments and Absence.....	49
Salary Schedule.....	79
School,	
Bulletin Boards, Use of.....	77
Calendar.....	10
Design.....	39
Discipline Review Committee.....	36
Equipment, Use Of.....	77
Facilities, Use Of.....	77
Mail, Use Of.....	77
Management.....	27
Building Leadership Team.....	28
Faculty Council.....	27
Year Round.....	
Section 125 Benefit Premium.....	97
Seniority,	
Classification, Definition.....	5
Definition.....	5
Severance Pay.....	94
Shared Classrooms.....	15
Sick Days,	
Absence Covered by.....	49
Absence Other Than.....	53
Accumulation.....	50
Part-Time Accrual.....	88
Sick Day Bank.....	51
Transfer Of.....	50
Use Of.....	50
Special Education.....	33
Discipline.....	33
IEP Day.....	88
Least Restrictive Environment.....	34
Service Delivery Plans.....	34
Supply Allowance.....	88
Speech Therapists,	
Extended Time.....	91
Medicaid Reimbursement Funded.....	88
Staff Meetings.....	29
Staff Reduction.....	23
Standardized Testing Assistance.....	9
State Teachers Retirement System,	
Board Pickup Of Member Contribution.....	85
Stature of Contract.....	1
Storage, Facilities.....	39
Student Activity Passes.....	79
Study Hall, Attendance In.....	7
Substitute Teacher,	
In General.....	80
Salary.....	80
Summer School.....	99
Selection For.....	98
Superintendent.....	1

Supervision, Non Instructional Programs.....	7
Supplemental Contract,	
Compensation.....	81
Termination Of.....	24
Supply Allowance,	
Attendance Incentive.....	55
Elementary Classroom Teacher.....	91
Suspension.....	13
Supplies.....	39
Surgical Insurance.....	91

T

Tax Sheltered Annuities.....	93
Teacher Work Day,	
Elementary.....	6
Secondary.....	7
Teachers, Hourly Compensated.....	87
Teaching Certification.....	64
Telephones.....	38
Term Life Insurance.....	92
Termination.....	23
Supplemental Contract.....	24
Teaching Contract.....	23
Textbooks.....	33
Theft and Vandalism Fund.....	97
Therapists,	
Occupational.....	74
Occupational Therapy Technicians.....	89
Physical.....	74
Physical Therapy Technicians.....	89
Speech Through Medicaid Reimbursement.....	88
Threat of Assault.....	38
Time Schedule, Annual.....	6
Training Levels, Changes In.....	85
Transfer.....	
After Initial Staffing.....	18
Building Closings.....	16
Exceptions.....	14
Headstart.....	72
Intra-Building.....	15
Inter-Building.....	16
International Baccalaureate Program.....	21
Member Initiated Requests.....	16
Pre-Kindergarten.....	73
Principal Initiated Requests.....	17
Program Termination.....	17
Special Education Teacher.....	18
Special Subject Teacher, Elementary.....	19
Student Enrollment, Changes In.....	17
Vertical Organizations, Change In.....	16
Transportation Allowance, Co-Curricular.....	88
Treasurer, Definition.....	5
Tuberculosis Test.....	26
Tutors.....	88
26 Pay Plan.....	77

U

Unauthorized Absence.....	47
Unrestricted Absence.....	55
Unrestricted Leave of Absence.....	63

V

Vacancy, Ratio Position.....	21
New Teacher Position.....	22
Vacation.....	86
Vandalism, Theft and Fund.....	97
Vice-President, Akron Education Association.....	79
Vision Insurance.....	95
Visitation,	
Administrative.....	12
Definition.....	11
Supervisory.....	13
Visitors.....	38
Vocational Education Development Committee.....	46

W

Work Day.....	6
Counselor.....	6
Elementary School Teacher.....	6
Secondary School Teacher.....	7
Work Days, Definition.....	4
Work Load.....	7
Assignment To More Than One Building.....	8
Eight Period Day.....	9
Elementary Planning Time.....	8
Evening Surveillance Duty.....	8
Planning Periods, Secondary.....	8
Secondary Teachers.....	7
Standardized Testing Assistance.....	9
Submission of Grades.....	9
Workroom.....	39
Written Communication.....	75

Y

Year Round School.....	102
------------------------	-----

AKRON EDUCATION ASSOCIATION/AKRON PUBLIC SCHOOLS

MEMORANDUM OF UNDERSTANDING

With respect to the Code of Student Behavior, the parties agree that, for the purpose of clarification, the following change will be made:

Those offenses which are listed as requiring mandatory suspension will cause a student to be suspended OUT OF school for one to ten days or possibly expelled.

For the Association:

William E. Siegfert
William E. Siegfert, President

4/30/02
Date

For the Board of Education:

C. Scott Romans
C. Scott Romans, General Counsel

4/30/02
date

AKRON EDUCATION ASSOC/AKRON BOARD OF EDUCATION

MEMORANDUM OF UNDERSTANDING

July 11, 2002

The parties agree that for the purpose of Section 5.02 of the Agreement, a substitute tutor job code shall be established. The hourly rates for this job code shall be one dollar less than the rates established in Section 8.11 of the Agreement.

Bill Siegfert
Bill Siegfert, President, AEA

C. Scott Romans
C. Scott Romans, Counsel, Board

Date: 7/11/02

Date: 7/11/02

AKRON EDUCATION ASSOCIATION/AKRON PUBLIC SCHOOLS

MEMORANDUM OF UNDERSTANDING

For evaluation purposes, the parties agree to add the following exceptions from the use of the absence tables in the APS Attendance handbook:

- 1) Hospitalization or outpatient surgery involving twenty (20) or more consecutive days of absence required by a physician.
- 2) The use of sick days related to pregnancy. The exception is limited to four (4) weeks prior to the due date and, for a normal delivery, six (6) weeks after delivery and to caesarian delivery, eight (8) weeks after delivery. Complications due to pregnancy, which extend either of the periods above, shall also be excluded.

For the Association:

William E. Siegfert
William E. Siegfert, President

7/11/02
Date

For the Board of Education:

C. Scott Romans
C. Scott Romans, General Counsel

7/11/02
Date

AKRON EDUCATION ASSOCIATION/AKRON PUBLIC SCHOOLS

MEMORANDUM OF UNDERSTANDING

The parties agree to the following salary schedule for employees in Job Codes 972 and 973 (Teacher, Non-Public School, Auxiliary Service):

Service	2002-2003	2003-2004	2004-2005
0	23.54	24.36	25.15
1	23.82	24.65	25.45
2	24.05	24.89	25.10
5	25.01	25.89	26.73
10	26.01	26.92	27.79
15	27.02	27.97	28.88
20	28.10	29.08	30.03

William E. Siegfelt
For the Association

Carroll Roman
For the Board of Education

8/19/02
Date

8/21/02
Date