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MASTER AGREEMENT

between the

AKRON
BOARD OF EDUCATION

AKRON PUBLIC SCHOOLS

and the

AKRON EDUCATION ASSOCIATION
AEA
AKRON, OHIO

AKRON
EDUCATION ASSOCIATION
INCORPORATED

Effective July 1, 1981

X6/84

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William Siegferth, 1st Vice President
Janna Bruner, 2nd Vice President, Secondary
Lenora Wood, 2nd Vice President, Elementary
Sally Hodge, Secretary-Treasurer

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Mrs. Helen Arnold (Dec. 31, 1985)
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Dr. John Watt (Dec. 31, 1985)
375-7593

From The President

Karl Goudy
AEA President

Over thirteen years ago the first comprehensive teachers' master contract in Ohio was negotiated between the Akron Education Association and the Akron Board of Education. This current Agreement represents the seventh formal set of modifications and improvements on our original contract.

The excellence of contract provisions and wage and fringe benefits that we now enjoy have not come easily. Items we may want to include must be weighed against restrictions the Board and central administration would like to impose. Fortunately, the disagreements, while often sharp, have not been bitter or damaging. Our mutual abilities to resolve crucial issues without rancor has become a benchmark for teacher negotiations in this state. Additionally, many of the provisions of this Master Agreement will establish a goal for our teaching colleagues in other Ohio districts. AEA leadership is committed to maintaining our leadership in these areas.

Paramount to enjoying full benefit of the Agreement is an understanding of your rights. The AEA negotiating teams can only write and fight for certain language; after they have finished a given round of negotiations and the Agreement has been ratified, its enforcement falls to each and every member. Should you believe that your rights have been violated or jeopardized, contact your Association Representative or the AEA office. Just as this Agreement provides you with certain rights, it also provides you with the mechanisms for its enforcement.

Karl Goudy
Akron Education Association

From The Superintendent

Conrad C. Ott
Superintendent

This agreement is the seventh formal concurrence between the Akron Board of Education and the Akron Education Association. The intent of the agreement is to present understandings relative to salaries, fringe benefits, and those conditions relating to employment. These same understandings will allow our common pursuit of a viable school system.

The agreement is a dynamic one and it provides its own processes for modification and improvement. Through the channels of communication — specified within this document — teacher opinion is truly significant in every phase of the educational program. This asset is compatible with our administrative philosophy which accords teachers the opportunity to provide counsel on educational procedures. The practice has been a fruitful one.

With this agreement, the total professional staff of the Akron Public Schools is capable of reaching higher levels of understanding and achievement. And only by reaching these higher levels will the public continue to underwrite our efforts.

Conrad C. Ott, Superintendent
Akron Public Schools

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AKRON BOARD OF EDUCATION
AKRON EDUCATION ASSOCIATION
PROFESSIONAL NEGOTIATIONS AGREEMENT

CONTRACT

ARTICLE I - PREAMBLE

The Akron City Board of Education is charged with the responsibility of providing the most effective public education possible for the children of this school district.

The Board does declare that:

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.

1.02 Superintendent

The Superintendent and his staff are responsibile 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 of Education in order to provide a quality education for all pupils.

1.04 Mutual Understanding

The Board, the Superintendent and his staff, and other professional employees can best carry out their respective responsibilities in an atmosphere of understanding and mutual respect.

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 Akron Board of Education (hereinafter referred to as the Board), the Superintendent and his staff (hereinafter referred to as the Superintendent), and representatives of the Akron Education Association Incorporated (hereinafter referred to as 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 Agreement To Be Part of Board Policy

This agreement is part of the policies of the Board and shall be administered without regard to race, creed, color, national origin, sex, or marital status. 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.

ARTICLE II - RECOGNITION

2.01 Job Code Numbers

The Board, being in receipt of a certification of membership showing that the AEA has members constituting a majority of all personnel having the following assignments: Teachers (Job Codes: 006, 007, 008, 010, 011, 012, 014, 016); Speech and Hearing Therapist (024); Librarian (033); Department Assistant (036); Teacher, Individual Services (039); Teacher, Substitute (042); Home/School Consultant (045); Counselor, Intern (053); Counselor (054); Psychologist, Intern (060); Psychologist (062); Occupational Therapist (125); Physiotherapist (129); Coordinator of School Community Activities (465); Driver Teacher, Non-degree (470); Teacher, Adult Skills Training Center (550); Instructional Technical Aide, Adult Skills Training Center (551); Teacher, School of Practical Nursing (576); Teacher, School of Practical Nursing (577); Teacher, Adult Basic Education (750); Teacher, Pre-Kindergarten (764); Teacher, Non-Public School (982); and professional personnel having the same titles or similar responsibilities in the Evening School, the Summer School or any State or Federally funded program, employed by the Akron City School District, hereby recognize the AEA as the exclusive representative of all personnel having any of these assignments, providing that this agreement shall not deny any employee his individual right to be heard through established administrative channels.

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, curriculum specialists, resource teachers, coordinators, psychologists, counselors, assistant principals, unit principals, principals, directors, executive directors, assistants to the superintendent, assistant superintendents, deputy superintendent, the superintendent and any other employees 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 staff; members of the maintenance and operation staffs; and members of the food service staff.

C. **Member**

"Member" means all certificated employees in the Akron City School District for which the AEA is the recognized representative as defined in Article II, Section 2.01 of this agreement.

D. **Work Day**

The "work day" is a day that a member is assigned to duty. These days are established by the school calendar adopted by the Board of Education pursuant to Section 3.06.

E. **Immediate Family: Death**

For Death, the "immediate family" includes father, mother, sister, brother, husband, wife, child, father-in-law, mother-in-law, daughter-in-law, son-in-law, step-son, step-daughter, step-father, step-mother, step-brother, step-sister, 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 of Education.

H. **President**

The "President" shall mean the President of the Akron Education Association Incorporated.

I. **Assistant Superintendent**

The "Assistant Superintendent" shall mean the Deputy Superintendent of Personnel and Administration, unless otherwise specified.

J. **Seniority**

1. Seniority shall mean a numerical ranking based upon the total length of continuous service within the Akron Public Schools. 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 shall be the number of years of continuous service in the classification.
   a. At present, this applies to counselors, home/school consultants, and school community coordinators only.

K. **Curriculum**

Curriculum shall be considered the planned program of instruction and co-curricular activities authorized by the Board of Education.

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 certificated 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 shall be those activities for which the Board issues a supplemental contract.

3.02 Annual Time Schedule

The "time schedule" covering the school year, the number of days within the school year, and the calendar for the school year, are estab-

lished annually by the Board of Education for each classification of employee.

The following annual time schedule has been established for members:

Classification	Time Schedule	No. of Days Used as Daily Deduction for Absence
Teacher	Thirty-eight weeks, including 180 days with students, 3 days without students, and 7 paid holidays.	190
Counselor	Forty weeks, including one week prior to the opening of school and one week following the close of school.	200

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 as established in Section 3.02.

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 Board shall attempt to arrange the work schedule of custodians, matrons and maintenance personnel to avoid the interruption of instruction.

3.05 Member Work Load

Service related to or sponsored by the Board, 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. Such service shall require that compensatory time or compensation at the established rate be granted to the member.

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 Board and the AEA.

Members who are assigned to a full time instructional load (thirty periods per week in **two (2) or more buildings**) will receive consideration for duty responsibilities based upon the ratio of time spent in their assigned buildings.

The Board shall, whenever possible, initiate and/or continue state, national, or locally funded programs to provide educational aides 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 lunch monies and/or tickets.

Members shall not be required to perform custodial duties.

Member 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 classes per day with an optimum of two preparations and a maximum of three 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, shop, physical education, 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 workload 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 Board 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 aide will be on duty.

H. Each secondary teacher shall, in addition to his 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.

3.06 School Calendar

The "School Calendar" shall be adopted annually for the subsequent two years by the Board and shall designate: 1) work days with students; 2) work days without students; 3) paid holidays; 4) non-paid holidays; and 5) Parent - Teacher Conference days.

The School Calendar Committee shall be composed of one representative for each 500 employees or fraction thereof represented by AEA; Fireman and Oilers Local 100; OAPSE Secretaries, Chapter 117 and Chapter 689; and Cafeteria Workers.

Two choices for the distribution of School Calendar days to be negotiated annually by the School Calendar Committee and the Board, shall be placed on a referendum ballot.

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

3.07 Non-Degree Teachers

The Board may authorize the employment of teachers with less than Bachelor degree status, but with the provision that such teachers complete six semester hours of college credit per year toward a degree to be eligible for continuous employment.

3.08 Pupil-Teacher Ratio

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, assistant superintendents, specially certificated teachers of art, music and physical education in the elementary schools, resource teachers, supplementary person-

nel assigned to teaching programs under special funding, such as ESEA and Teacher Corps, principals, assistant principals, counselors, paraprofessionals, secretaries, 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.

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. At the kindergarten level, the ratio is determined by dividing the number of pupils by two.

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.

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 performance. Said copy shall be given to the member within five (5) working days. The member shall have the right to permanently attach to each written report a written response or reaction.

Should there be more than five (5) administrative observations during a school year, the member shall be notified of the reason or purpose of additional administrative observations. Likewise, should there be more than five (5) supervisory observations during the school year, said member shall be notified of the reason or purpose of additional supervisory observations.

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

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, 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 working day, and no later than the third (3rd) day prior to the member's last working day. In those cases where a member is required to evaluate his own performance, a conference with the building principal shall be required, prior to the transmittal of the evaluation to the Office of Professional Personnel.

A member shall not be requested nor 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) working 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, deputy superintendent, assistant superintendent, 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) working 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) working days after 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 observations are conducted for the purpose of improving instruction competencies within the classroom setting. Supervisory visitations and observations may be made by curriculum 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) working days after the visitation. These observations shall not be filed in the Personnel Office; they may not be used in any proceeding concerned with termination or non-renewal of a member's contract.

D. **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 himself. When such a conference is requested, it shall be held within five (5) working days.

3.10 Displinary Interviews and Suspension

The provisions of this section shall not apply to a suspension related to termination proceedings. A disciplinary interview shall mean an interview between a member and the Deputy Superintendent for Personnel or his designate(s) in which a member might be reprimanded, suspended with pay, or suspended without pay.

In the event a disciplinary interview is conducted, the following procedures shall apply:

a. 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.

b. 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 not there within ten (10) working days.

c. No member shall be disciplined without just cause.

d. Before suspending any member, the Superintendent shall furnish the member a written notice signed by the Superintendent or his representative, listing reason or reasons by incident and date, for such suspension. Subsequent to the member's receipt of a notice of suspension, and within two days thereof, the affected member may appeal said intent to suspend through the grievance procedure or seek legal redress through the courts.

e. No member shall be demoted, suspended, or otherwise adversely treated because of the exercise of his right of freedom of speech or any other constitutionally guaranteed rights.

3.11 Reassignment and Transfer

Reassignment and transfer of members shall be on the basis of the priorities hereafter established and on the basis of seniority in the Akron Public Schools.

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 over-riding reasons for transfers outside this established policy. The Office of Professional Personnel shall notify the President of the circumstances requiring transfer outside this established policy at the time such deviations from established policy occur. Transfers granted under this exception shall be limited to those members granted a supplemental contract and shall be limited to no more than two (2) members per school year per building.

A. **Intra-Building Transfer or Reassignment**

A member desiring to transfer from one

grade level to another or from one subject area 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 reasons for such disapproval. Decisions in these transfers are subject to appeal, in writing, to the Deputy Superintendent, who shall respond to such appeal in writing.

B. **Inter-Building Transfer or Reassignment**

(Vacancies occurring before August 1st)
When selecting members for transfer and/or when selecting members to fill vacancies occurring before August 1st, priorities shall be observed in the following order:

Reassignments due to building closings shall be completed before any other transfers or reassignments are made;

Reassignments or transfers due to changes in vertical organization;

Reassignments or transfers due to changes in student enrollment and/or program termination;

Member-initiated transfer request;

Principal-initiated transfer request.

1. Due to Building Closings
   Reassignments due to building closings shall be filed in the Office of Professional Personnel no later than May 15. When such reassignments are necessary, those highest in seniority shall be reassigned first.

2. Due to Changes in Vertical Organization
   Reassignments due to changes in vertical organization shall be filed in the Office of Professional Personnel no later than May 15. (A vertical reorganization is a transfer or elimination of an entire grade level from a building organization.) When such reassignments are necessary, those highest in seniority shall be reassigned first.

3. Due to Changes in Student Enrollment and/or Program Termination
   Inter-building transfers and reassignments initiated by the administration due to changes in student enrollment and/or program termination shall be filed in the Office of Professional Personnel no later than May 15. When such reduction in the number of members in a school is necessary, the

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:

(a) In the elementary school (K-6), the member with the least seniority shall be transferred.

(b) In the secondary schools, the member with the least seniority holding a certificate for the area in which the reduction is being made shall be transferred. However, in cases where a member's certification would permit him 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 August 1, the member transferred from that building shall have the option to return to the building before new transfers or new assignments to the building are made.

A conference between the member recommended for transfer and the building principal shall occur on or before May 15.

The member recommended for transfer may, if he desires, schedule a conference with the Deputy Superintendent at any time after May 15.

Should intra-building reassignments be necessary, members 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.

4. Member-Initiated Request for Transfer

A list of known system-wide vacancies as of May 8 shall be posted in each building no later than May 15. A copy shall also be sent to the President no later than May 15.

A member desiring to transfer from one building to another shall file a "Teacher's Request for Transfer" with the Deputy Superintendent before June 1. Prior to July 30, any member may (in writing) withdraw a request for a transfer and the withdrawal shall be honored.

Those members highest in seniority shall be transferred first.

The Deputy Superintendent shall notify the President of the total number

of such requests for each building before July 30.

A list of teacher vacancies existing in the system as of July 10 will be submitted to the President by July 30.

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 made during the ensuing school year by a committee composed of the AEA Professional Problems Committee and a committee appointed by the Deputy Superintendent. The results of the study, with appropriate recommendations, shall be forwarded to the Superintendent.

5. 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 1st.

A principal-initiated request for a member's transfer must be filed in the Office of Professional Personnel 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 Deputy Superintendent. The member shall have an opportunity to appear before the Deputy Superintendent and offer reasons counter to the transfer. The hearing shall be scheduled within fifteen (15) working days following the receipt of the request.

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

C. **Inter-Building Transfer or Reassignment** (Vacancies occurring between August 2 and August 15)

Any vacancies occurring between August 2nd and August 15th shall be filled on the basis of seniority in the following order:

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 — the member is only eligible if he has not been placed in one (1) of the three (3) projected building assignments outlined on his transfer form.

In the event the most senior member is eligible and accepts the assignment, the newly created vacancy shall be filled by teachers as yet unassigned on the basis of seniority, then by new hires.

Any vacancies occurring subsequent to August 15 shall be filled by teachers as yet unassigned on the basis of seniority, then by new hires.

For vacancies occurring on or after the first student day, assignment will be made at the discretion of the Personnel Office.

D. **Fall Assignment, Reassignment, or Transfer Due to Enrollment Changes**

Fall transfers between grade levels or between buildings shall be made within the first fifteen (15) student days.

Members assigned after January 1 shall be informed that the assignment is temporary, that the member shall be reassigned and that the position will be listed as a vacancy the following spring.

If a member must be reassigned because of a decrease in student enrollment, volunteers shall be transferred first, on a seniority basis, those with the most seniority being transferred first. If there are no volunteers, any member new to the building shall be transferred first. If there are no members new to the building, the following shall apply:

In the elementary school (K-6), the member with the least seniority shall be transferred.

In the secondary schools, the member with the least seniority holding a certificate for the area in which the reduction is being made shall be transferred. However, in cases where a member's certification would permit him to be assigned to an alternate department in which there is a member with less seniority, the latter member shall be transferred.

Exceptions to this procedure may be made by the Deputy Superintendent in consultation with the President.

Any transfers made after November 1 shall be processed in accordance with

procedures outlined in Section 3.11, B, 3 herein.

3.12 Position Vacancy

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.

The notice of vacancy should be posted at least ten (10) working 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 Deputy Superintendent 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) working 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.

All appointments shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

3.13 Administrative Assignment Policy

A. **Assignment To Administrative Positions**

The normal assignment to an elementary school principalship shall be through the assistant or cadet principal program. Secondary school principals are usually selected from unit or assistant principals within the school system. Members who are interested in becoming cadet principals, or unit/assistant principals at the secondary level, shall communicate in writing with the Deputy Superintendent. An application form for an administrative position shall be forwarded to the member upon request.

B. **Eligibility**

1. Five years of successful teaching experience, two of which must be on the level of the position for which application is made.

2. Master's Degree and proper Ohio Certification.

3. Satisfactory service in the position held at the time of application.

C. **Credentials Committee**

1. The Credentials Committee shall meet annually to review the credentials of interested administrative candidates.

2. The Committee shall consist of the Deputy Superintendent, two elementary principals, one junior high school principal, one senior high school principal, and two member representatives to be recommended by the President.

3. The Credentials Committee shall prepare a list of names of various eligible candidates who may be requested to appear before the Interview Committee.

D. **Interview Committee**

The Interview Committee shall consist of the Superintendent, Deputy Superintendent, directors of elementary and secondary education, and any additional members appointed by the Superintendent. The committee shall meet annually to interview prospective administrative candidates and to nominate personnel for future administrative positions.

E. **Annual Review**

An annual review of the eligibility lists shall be conducted by the Superintendent and the Office of Professional Personnel.

3.14 Resignation, Termination, Or Non-Renewal of Contract

A. **Resignation of Contract By Member**

No member may terminate his contract after the tenth day of July or when schools are in session without the consent of the Board. Members who wish to resign at any other time must submit a resignation in writing to the Deputy Superintendent at least ten days before the effective date of the resignation.

B. **Termination Or Non-Renewal of Contract By The Board of Education**

The principal of each school is responsible for submitting to the Deputy Superintendent, not later than the last working 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. 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. If the principal becomes convinced the member should be dismissed, the principal must submit a written report and recommendation for dismissal to the Deputy Superintendent, and must give a copy of the report to the member prior to April 15.

Before terminating the contract of any member or refusing to renew the contract of any member with three consecutive years of service in one building or five or more years of continuous 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 services, with full specifications of the grounds for such consideration. Unless the member so notified demands, in writing, within 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 of the Board, 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.

C. **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, B 3, of this Master 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.

D. **Termination Due To Age**

The Board shall terminate the contract of employment as of the thirtieth day of June or the thirty-first day of July, whichever is the end of the contract year, of any member who has attained the age of seventy, or who will attain the age of seventy by the following thirty-first of August.

E. **Termination of Supplemental Contracts By The Board of Education**

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 or her services, 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 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 the notice from the Treasurer of the Board, 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 recommendations 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 position because of physical or other disability, or is required to apply for a disability retirement, his 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, or until the appeals process with STRS is exhausted.

Eligibility Requirements

To be eligible for application for disability retirement with STRS, the member shall be under 60 years of age, have five 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

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

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 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 from his 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.

3.15 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 Office of the Deputy Superintendent.

These personnel records include:

a. Application for employment, including references.
b. Copy of latest contract, properly signed.

c. Copy of latest salary notice
d. Health certificate card.
e. Health history card.
f. Ohio teaching certificate.
g. Personal record card.
h. Personal and professional data form.
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 test or X-ray.

The personnel office 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 personal file.

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

Members shall be informed wihin five (5) days of any complaint by a parent, student, or supervisory person which is directed toward that member and may 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 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.

3.16 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 communi-

cable state within ninety (90) days before his first day of work.

This information must be submitted to the Division of Personnel and Administration and will become a part of the member's health history records.

3.17 Building Financial Statements

A signed copy of the monthly trial balance statement of each building shall be sent to the Office of the Treasurer as soon as completed, in no case later than the 20th of the following month. Copies of the monthly trial balance statement shall also be posted in the teachers' lounge(s) for at least three school days, within two weeks following the submission to the Office of the Treasurer.

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

3.18 School Faculty Council

The School Faculty Council shall be formed in each school building. The Principal and/or his 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 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 Chairman, in cooperation with the principal, shall schedule one council meeting per month. The agenda for this meeting shall be jointly prepared by the chairman and the principal and shall be given to the council members at least 24 hours before the meeting. The meeting shall be limited to one hour.

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 days, if the majority of the Council so instructs him. A copy shall be given each member of the Council.

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."

3.19 Staff and Other Meetings

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 is the only evening meeting 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 to fifteen minutes following school dismissal and shall not exceed one hour in length nor extend beyond 5:00 P.M. Morning meetings shall not exceed one hour and shall end not less than ten minutes prior to the beginning of a teacher's homeroom responsibility. Two meetings may be held each month. The agenda for all building staff meetings shall be distributed to the staff at least twenty-four hours prior to the meeting.

The principal may schedule one (1) staff meeting per school year at the Staff Development Center (Miller 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 representative, call additional building meetings without notice.

B. **Open House and Conferences**

All members shall attend one yearly Open House per 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 (10:00 A.M.-1:00 P.M.).

C. **Inservice**

One and one-half days annually, with full pay within the school day, shall be provided within the school calendar for the purposes of inservice education. Such programs shall be planned by the Assistant Superintendent for Curriculum and Instruction in consultation with the professional staff.

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 workload. Such assignments shall be voluntary.

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 building staff meeting.

Special subject teachers (art, music, health and physical education, library science, foreign language, home economics, special education, vocational education, industrial arts) shall attend two special subject city-wide meetings annually. These meetings shall not extend beyond 5:00 P.M.

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

3.20 Professional Review Committee

Composition of Professional Review Committee

- **Voting Members**

  Deputy Superintendent, Chairperson
  President, Akron Education Association
  Vice President, Akron Education Association
  Grievance Chairman ,Akron Education Association
  Assistant Superintendent, Curriculum and Instruction
  Assistant to the Superintendent, Business and Finance
  Assistant to the Superintendent, Pupil Services

- **Non-Voting Members** (Consultants and Observers)

  Elementary Teacher (to be selected by AEA)
  Secondary Teacher (to be selected by AEA)
  Special Subject Teacher (to be selected by AEA)
  Special Education Teacher (to be selected by AEA)
  School Counselor (to be selected by AEA)
  Elementary Principal
  Secondary Principal
  Director of Elementary Education
  Director of Secondary Education
  Director of Classified Personnel and Staff Relations

Objectives of the Professional Review Committee:

- To improve communications and relationships between teachers and administrators.
- To review any item that has system-wide implication and to recommend possible solutions.
- To react to tentative proposals and programs initiated by teachers and/or administrators.
- To inform committee members of Division directions.

Authority of the Professional Review Committee:

- The Committee shall be advisory in nature.
- The Committee shall refer these items that require further research or review to Ad-Hoc Committees. The Ad-Hoc Committees shall have equal teacher and administrator representation.
- The Committee shall review all items that have system-wide implication. It shall prepare written recommendations for possible solution which will be shared with school principals, teachers, department and division heads.

3.21 Dialogue Day

Dialogue Day shall be scheduled on Saturdays for three hours. Attendance shall be voluntary. Members participating shall be paid at the substitute teacher's rate.

3.22 Changes In Curriculum

A request for a curriculum study may be initiated by a group of teachers or the Office of Curriculum. The Assistant Superintendent of

Curriculum and Instruction shall form committees of the appropriate discipline to consider curriculum change. The Association shall be informed of the intent to form such committees and shall have the right to appoint at least one half of the membership of those committees and the Assistant Superintendent of Curriculum and Instruction shall appoint the balance of the committee, which may include administrative personnel. The Assistant Superintendent of Curriculum and Instruction, or his designated representative, shall serve as chairman of all such committees.

When a change in curriculum has been approved, the Assistant Superintendent of Curriculum and Instruction shall form a committee, one half of which the Association shall have the right to appoint, to designate the instructional materials which shall be available before the change is implemented. The staff affected by such change shall be informed of the reasons for the change and the change shall take place at the beginning of the semester, when possible, and a semester's notice shall precede implementation of the change unless such notice is waived by the members involved.

A member or members, after consultation with the building principal, may present a planned curriculum modification to the Assistant Superintendent of Curriculum and Instruction and request permission to use the plan on an experimental basis for a specified period of time. Within twenty (20) working days after receipt of such request, the Office of Curriculum shall provide written notification of the decision to the member(s).

The foregoing procedures for initiating changes in curriculum shall include addition of courses of study.

3.23 Curriculum Advisory Committee

A Curriculum Advisory Committee shall be established and serve under the direction of the Assistant Superintendent of Curriculum and Instruction.

The Committee shall be composed of equal representation from the community, administrative and instructional staffs.

The President shall recommend members for appointment.

The Committee shall have as its major function an annual review of no more than five (5) programs implemented during prior years.

3.24 Textbooks

The Board shall, whenever possible, provide each student with individual copies of all textbooks which, in the judgment of the members, the students will need in courses to which

he is assigned. Questions about the desirability of individual texts shall be submitted to an advisory committee of six teachers, appointed by the Assistant Superintendent for Curriculum and Instruction, and the President, each to appoint three. The Assistant Superintendent for Curriculum and Instruction shall serve as chairman of the committee.

3.25 Education of The Handicapped

There shall be an Individual Educational Program for every handicapped child placed in a regular classroom situation.

After the Individual Educational Program has been determined and before a student is mainstreamed, a conference shall be held among the special education teacher, the classroom teacher receiving the student, and the principal. The purpose of the conference is to:

1. review the student's academic record and performance level,
2. specify the amount of time the student will spend in the regular classroom,
3. specify the subject areas in which the student is to be included.

A second conference shall be held within twenty (20) student days after the student begins attending regular classes. The purpose of this conference is to evaluate the student's academic and social progress and adjustment. If the parties involved cannot reach agreement as to the suitability of the placement, the principal shall refer the matter to the Child Study Department. Recommendations of the Psychologist will be shared with the parties.

In the event that any portion of this section is in conflict with the Handicapped laws, said portion of the section shall have no force and effect.

3.26 Pupil Adjustment

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 may be administered by either the teacher or the principal. It should be preceded by a conference involving both. If a conference is not held, the teacher shall notify the principal in writing that corporal punishment has been administered and the reason therefore, before the end of the school day. Corporal punishment should not be administered without an adult witness, and should never be administered in the presence of other children. The severity of the punishment shall fit the child rather than the offense and shall be within the limits of good judgment. Striking a child on the face, ears or head is not sanctioned.

If, in spite of the teacher's best efforts at correction, which should include a teacher-parent conference and which may include corporal punishment administered in accordance with policy, 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 on 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.

A pupil personnel file of each student shall be maintained in each school for the use of those members who have a legitimate educational interest.

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 teacher prior to the time he reports to class.

A pupil suspected of emotional or social disabilities may be referred by the member to the Child Study Department for further study as provided by Board of Education 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 Director of Child Study. 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.

3.27 Assault

Any case of assault, verbal or physical, suffered by members shall be reported immediately in writing to the principal. 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 and accurate copies given to the AEA Building Representative, and copies

sent to the Office of Pupil Services and the Office of Professional Personnel.

The principal shall conduct a hearing which in effect assures the accused student his procedural due process rights. In all cases where assault has occurred, the principal shall suspend the student according to board policy and law. In no case shall a member be required to readmit a student to class, following an assault.

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

In the event that an assault has occurred, the pupil shall be removed immediately from the class and school and be reassigned to another building or expelled.

3.28 Threat of Assault

Any member who is threatened with bodily harm by a student, a group of students, visitor(s), or intruder(s) who are on school property shall notify the principal in writing of this threat. The principal shall acknowledge receipt of such a report and shall report this information to the Director of Pupil Services and the President.

3.29 Visitors

Parents and other lay visitors may be permitted to visit any member's classroom provided that 24 hours advance notice has been given to the member. A visitation may be permitted without 24 hours notice provided that the time is mutually agreeable to the member and the principal.

3.30 Facilities

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

The Board 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. 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 Board shall make available in each building:

A. The Board 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. No long distance telephone calls are to be charged to designated faculty telephone. Charging long distance calls to said phones may be cause for reprimand.

B. *A Faculty Lounge*—Not less than one room, appropriately furnished and vented, shall be reserved for use as a faculty lounge in which smoking will be permitted.

C. *Equipment*—Each member shall be provided with a desk and chair for his 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 the equipment and supplies necessary for the preparation of instructional materials. Such equipment and supplies shall include, but not be limited to, ditto paper, a ditto machine, and fluid, typewriter, a copy machine capable of producing thermal stencils and ditto masters, work tables and chairs.

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 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 working hours of the staff.

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.

3.31 Staff Participation In School Design

Prior to the design of a school building, or a school building addition, or major remodel-

ing involving instructional facilities, the architect shall meet with members of the affected school or with a committee of members selected by the Superintendent or his representative, who shall be representatives of grade levels or disciplines to be housed in the building, to discuss educational requisites for the structure. The same group or committee shall review the preliminary drawing 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 and the Board.

3.32 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 affects a condition of employment or 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; however, the time limits may be extended by 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 own choosing.

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

If the grievance procedure is not initiated within 15 working 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.

Grievances shall be resolved as follows:

Level One

The aggrieved person shall file a grievance in writing with his building principal with copies to the President and the Deputy Superintendent. The principal shall within five (5) working days after receiving the grievance submit a written

answer to the grievance to the Deputy Superintendent, with copies to the President and the aggrieved person.

Level Two

If the aggrieved person is not satisfied with the answer provided at Level One, he may, within five (5) working days after receipt of the principal's reply, request in writing that the AEA Grievance Committee review the grievance and a copy of such request shall be provided to the Deputy Superintendent and the building principal; and if the Grievance Committee desires, it shall, within ten (10) working days after receipt of the member's request, refer the matter in writing to the Deputy Superintendent.

Upon referral of a grievance to the Deputy Superintendent at Level Two, and by mutual agreement, a conference between the President and/or his designate and the Deputy Superintendent may be held to seek a solution to the grievance. This conference shall be held within ten (10) working days of the submission of the grievance at Level Two.

When a conference is held, the Deputy Superintendent shall, within ten (10) working 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 Deputy Superintendent shall, within ten (10) working days after receipt of the referral of the grievance by the AEA Grievance Committee, 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) working days, notify the aggrieved person, and the Deputy Superintendent, in writing, of such decision. In such event, the aggrieved person may forward the grievance, in writing, to the Deputy Superintendent independently. However, if the written grievance is not referred by the aggrieved person to the Deputy Superintendent within fifteen (15) working 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 Deputy Superintendent, 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 AEA Grievance Committee may, within fifteen (15) working days after the answer of the Deputy Superintendent, notify the Deputy Superintendent of its intent to submit the grievance to arbitration by the American Arbitration Association.

The arbitration procedures shall be as follows:

Within forty-five (45) working days of the notification to the Deputy Superintendent, the AEA Grievance Committee shall, upon written notification to the Deputy Superintendent, request the American Arbitration Association to submit a list of five (5) arbitrators. Within five (5) days of the receipt of such list, the President and the Deputy Superintendent shall select an arbitrator by alternately striking a name from said list until only one name remains. The striking of the first name shall be determined by the toss of a coin.

The arbitrator shall schedule a hearing within forty-five (45) days, and at a time mutually agreeable to both parties.

The arbitrator shall report recommendations for settlement of the Grievance to the President, the Deputy Superintendent, and the President of the Board within fifteen (15) working days of the completion of the hearing. The Board shall accept or reject the arbitrator's recommendation by official action within fifteen (15) working days of the date of the arbitrator's report of award.

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

ARTICLE IV - ABSENCE AND LEAVE

4.01 Authorized Absence

A member may be properly absent from duty as provided by this agreement and within the provisions of the law governing such absence, or as authorized by the Board or by the Superintendent. Partial or full compensation during a period of excused absence shall be paid within the limitations of this Agreement and/or the law governing such absences. Absence without pay shall also be authorized.

4.02 Unauthorized Absence

Absence from duty not excused by the Board or by the Superintendent under this agreement and/or the law governing absence of members shall be considered unauthorized absence.

4.03 Notification In Case Of Absence

In case it is necessary for a member to be absent from duty, he shall report such absence

in accordance with written building procedures.

As soon as the necessity for absence is known, the member shall notify Substitute Services and whenever possible, the principal or his designate. A 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., he shall follow the procedures above.

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

4.04 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 make an effort to complete and return the form(s) to the school office within one (1) working day after receipt of such forms.

The building principal shall sign and forward to the office of the Superintendent, the member's certificate of absence within one (1) working day of receipt of such certification. Approval by the Superintendent, or his designate, of such request shall constitute an authorization of absence from duty.

4.05 Certificate Of Health

When a member has been absent for more than five (5) consecutive work days because of personal illness, a Certificate of Health (form S-2 E) shall be filed with the Treasurer, such certificate shall be made available to the member by the school office immediately upon the member's return to work.

The certificate shall be signed only by the member and shall authorize his physician(s) to release, upon request, to the Superintendent, such information as is necessary to justify the absence and/or the recovery necessary to resume his duties.

4.06 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 with the AEA. A member is assured of his annual contract salary, with no increase in the number of annual days worked.

4.07 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 following schedule:

Time Schedule	No Annual Increment	One-half Annual Increment	Full Annual Increment
Teacher	Less than 60 days	60 to 119 days	120 days
Counselor	Less than 63 days	63 to 125 days	126 days

4.08 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 or other causes encompassed by this agreement for not less than five (5) days annually. This minimum benefit of five (5) 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 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 15 days.

There shall be a maximum accumulation of 260 unused sick days.

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 days in any one 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 for absence due to illness, injury, physical disability, emergency dental care, child birth, pregnancy, exposure to contagious disease which could be communicated to other employees or to school children, and for illness or death in the member's immediate family or death of any other relative, as follows:

1. Personal illness or injury, physical disability, emergency dental care, child birth, disability and/or complications due to pregnancy, or exposure to con-

tagious 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, child birth, 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 stating that the member's absence from duty is required.

3. A limit of five (5) consecutive work days is granted for death in the member's immediate family, except that the Superintendent may increase the number of days, if the circumstances justify authorization of additional absence with pay. Before salary payment is made for absence because of death in the member's immediate family, the member must submit a CERTIFICATION OF ABSENCE FOR DEATH IN THE IMMEDIATE FAMILY OR OF OTHER RELATIVE (Form S-2c) to the principal or the immediate superior of the member.

   Notification shall be given by the member to his principal or immediate superior before absence from duty, except in extreme emergency. In such cases the claim shall be submitted no later than the second day after the member returns to work.

4. A limit of two (2) consecutive work days is granted for the death of another relative, except that the Superintendent may increase the number of days if the circumstances justify authorization of additional absence with pay. Before salary payment is made for absence because of death of other relative, the member shall submit a CERTIFICATION OF ABSENCE

FOR DEATH IN IMMEDIATE FAMILY OR OF OTHER RELATIVE (Form S-2c) to his principal or the immediate superior.

Notification shall be given by the member to his principal or immediate superior before absence from duty, except in extreme emergency. In such cases the claim shall be submitted no later than the second day after the member returns to work.

5. In the event a member uses all accumulated sick days he or she shall have the option of applying for leave under the provisions of Section 4.10 of this Agreement.

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 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 of Education shall be considered assigned to duty with full payment of salary. A member shall submit a CERTIFICATE OF ABSENCE FOR CAUSES OTHER THAN ILLNESS OR DEATH (Form S-2d) before payment of salary can be made.

When appropriations for expenses incurred in attending a professional meeting or a conference has 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 an-

other 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 days in any one 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 superior upon receipt of same. The principal or immediate superior shall make necessary arrangements for substitute services.

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. 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 day per occurrence. When five 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:

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 im-

mediate 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.

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**

Authorization of one (1) day personal absence shall be given any member with an accumulation of one hundred (100) or more sick days (as of September 5 of each year), and may be taken at a time other than immediately prior to or after a scheduled holiday and/or a vacation period.

F. **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; maternity; dependent care; teaching outside the United States; research, travel or professional improvement; Peace Corps; Teacher Corps; Public Office - Community Service; and military service.

Leaves of absence may be authorized only by the Board of Education 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 leave.

A leave of absence — if approved — shall be granted for the remainder of a school year or for one (1) full school year.

Leaves granted for professional study, travel or research shall be in effect for the remainder of a school year but no longer than one (1) school year. All other leaves may be extended for a second school year if proper procedures are followed.

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 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 of Education as termination of contract by the member.

Early Termination of Leave

Termination of a leave of absence before its expiration date will be considered when the member files a written request for such early termination to the Deputy Superintendent. If there are no vacancies at the time of the request, early termination of the leave shall be at the discretion of the Deputy Superintendent and in accordance with the needs and interests of the schools.

A. **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 that 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) working days, the member shall return to the same assignment held at the time said leave commenced.

If the member's leave of absence extends to more than forty-five (45) working 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 sick leave, 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.

B. **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 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.

C. **Teaching Outside The United States Or Service In The Peace Corps Or Teacher Corps**

Eligibility

Any member who has completed three 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 States or for serving in the Peace Corps shall be limited to two 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 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, and he shall be returned to the same position which he held at the time his leave commenced, if available; if not, to an equivalent position.

D. **Professional Study, Travel Or Research**

Eligibility

1. 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, excluding those years counted for obtaining a leave with pay under paragraph 2 of this section, may be granted a leave of absence without pay for study, travel or research for one (1) full semester or two (2) full semesters, but no longer than one (1) school year.

2. For Leave With Partial Pay

   A member who has completed five (5) consecutive years as a member of the professional staff of the Akron Public Schools, excluding those years counted for obtaining a leave of absence without pay under paragraph 1 of this section, may be granted a leave of absence with partial pay for professional improvement for one (1) full semester or two (2) full semesters, but not longer 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 months or eight 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.

Special Regulations Relating to Leave with Partial Pay

The Board may not grant a leave with partial pay unless there is available a satisfactory replacement.

The number of such leaves granted per year shall be at the discretion of the Superintendent, except that no more than 5 per cent 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 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.

The amount of partial pay which a member shall receive while on leave under the provisions of this section shall be equal to the difference between the substitute's pay and the teacher's expected salary.

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 School System, and he shall be returned to the same position that he held at the time said leave commenced, if available; if not, to an equivalent position.

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 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 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 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.

E. **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 of 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.

F. **Public Office - Community Service**

Among members are many individuals who utilize their talents, and limited time, in the betterment of the quality of life in the community. These contributing individuals assume leadership roles and responsibilities in philanthropic, civic, fraternal, and religious organizations.

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 Deputy Superintendent to determine the relationship between said office and responsibiilties 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 term of such elected position, or in the case of an appointed position, a maximum of two (2) years from effective date of the appointment.

Eligibility

Any member who is appointed or elected to public office, subsequent to three 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 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 appoint-

ment 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

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

G. **Maternity Leave**

Eligibility

A member who becomes pregnant, and who desires to return to the employ of the Board subsequent to such pregnancy, shall be granted a maternity leave of absence without pay. Such leave shall be for the remainder of the school year in which delivery is to occur, unless such leave is earlier terminated, as hereinafter provided. The leave may, upon the request of a member, be extended for one additional school year. To maintain eligibility for a leave, a member must pursue procedures specified hereinafter.

Procedures

At or prior to the end of the fifth month of pregnancy or such earlier time when the member's physical or emotional condition interferes with the regular and satisfactory performance of her duties, the member shall in writing notify the Superintendent of the tentative effective date of the maternity leave requested, which notice shall be accompanied by both a certificate of health and a statement from her physician stating the approximate date of her delivery.

If a member continues working beyond the seventh month, she shall submit a certificate of health at the end of the seventh and eighth months and weekly during the ninth month, until such time as the leave shall become effective.

In the event the required certificates of health are not submitted within five working days after they are due, the Superintendent may place the member on unpaid leave, subject to confirmation by the Board at its next regular meeting.

Application for Reinstatement

Application for reinstatement may be made by the member at any time subsequent to the termination of pregnancy, and the member shall be reinstated ten

(10) days after receipt of written request to the Superintendent. Such request shall be accompanied by a statement from the attending physician certifying that the member is both physically and emotionally able to resume her duties with the Board.

Reinstatement

Upon returning to the school system the member shall be returned to the same position, if available, or to an equivalent position. If a specific building assignment is not available, the member will be returned to contract status and assigned to the Itinerant Payroll.

H. **Assault Leave**

Members shall be granted five (5) paid days of leave for 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 five (5) 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 five (5) days may be authorized by the Superintendent after consultation with the Board appointed physician.

To qualify for an assault leave, the member must follow procedures outlined in Section 3.28 — Assault — and submit a written physician's statement describing the nature and anticipated duration of the disability.

Paid days granted due to assault shall not be charged against the member's accumulated sick leave.

ARTICLE V - CONTRACTS AND CERTIFICATION

5.01 Contracts of Members

A. **Limited Contract**

A limited contract is in effect for one year and is entered into by the Board with each member who has been employed by the Board for less than three years and/or holds a temporary or provisional certificate.

B. **Continuing Contract**

A continuing contract is entered into by the Board with a member who holds a

professional certificate or a permanent or life certificate, and who within the last five years has been employed as a teacher and/or counselor for at least three years in this school district, or, in the case of a member having attained continuing contract status elsewhere, who has completed two years of service in this district, or who is recommended for a continuing contract by the Superintendent at any time during such two 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 Certification of Members

A certificate, issued by the Ohio State Department of Education and valid for the specific assignment of the member, should be on file in the Office of Professional Personnel. While the Board will make every effort to give each member prior notice of the expiration date of the member's certification, it is the sole responsibility of the member to provide the Board with a certificate, original or renewal. After the first sixty (60) days of a school year, no salary payment will be made to a member whose certificate is not on file.

5.03 Professional Certificates

A. **Convertibility**

1. The State Department of Education, Division of Teacher Education and Certification, may convert any provisional certificate of like type valid for eight (8) years, provided the candidate has had 27 months of successful teaching experience in Ohio under the provisional certificate to be converted and upon the completion of 18 semester hours (27 quarter hours) in professional education and related disciplines completed since the granting of the initial teacher's standard certificate. The applicant must be employed full-time in the schools of Ohio at the time of application.

2. A holder of an elementary teacher's certificate obtained by completing the full retraining requirements may, after 27 months of successful elementary teaching experience, apply for the professional certificate.

B. **Recourse**

When approval of a member's application for conversion of a provisional certificate to a professional certificate by the Deputy Superintendent is in doubt, a conference shall be held within ten (10) days, or at a time mutually agreeable, with the

member, the Deputy Superintendent, 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

A. **Convertibility**

The State Department of Education, Division of Teacher Education and Certification, may convert any professional certificate into a permanent certificate of like type provided the candidate has had 45 months of successful teaching experience under the professional certificate and upon the evidence of the completion of an appropriate Master's Degree or the equivalent. (Equivalent means 30 semester hours or 45 quarter hours of graduate credit representing a purposeful pattern of teacher education.) The applicant must be employed full-time in the schools of Ohio at the time of application.

B. **Recourse**

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 Deputy Superintendent, 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.

ARTICLE VI - SELECTED JOB DESCRIPTIONS

6.01 The Elementary and Secondary Counselor Position

A. **Assignment**

To be appointed to the position of counselor, the applicant must possess a Master's Degree and a four-year Pupil Personnel certificate.

Applications for the position of counselor shall be screened by a committee composed of the Director of Child Study and two administrative personnel appointed by the Superintendent, and two counselors recommended by the President; they shall forward a list of acceptable candidates to the Deputy Superintendent, for interview and appointment.

B. **Relationship**

Counselors shall be directly responsible to the principal and to the Director of Child Study in areas defined by The Role of the Counselor.

The Director shall have the authority to interpret the role, to determine the relationship between the counselor and the building staff and administration, and to supervise the counselors in any other area.

C. **Community Relations**

Knowledge of and contact with the surrounding community is required for the adequate performance of the counseling tasks; therefore, the counselor is encouraged to initiate community contacts which will increase his 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.

When it is desirable for the counselor to leave the building during the school day to perform these duties, he shall make the necessary arrangements with the principal and/or the Director of Child Study.

D. **Role**

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

   The program shall be published annually by November 15, with a copy to be filed with the building principal and the Director of Child Study.

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

   In each building a Guidance Advisory Committee shall be selected annually by the building principal and the names of the members of said committee shall be forwarded to the Director of Child Study Department annually with the Guidance Program.

The purpose of this committee shall be to discuss with the counseling department the needs of the pupils in the personal and curricular environment and the needs of the home and the community as they relate to the pupils.

The evaluation shall be forwarded to the Guidance Advisory Committee and the Director of Child Study Department by May 15.

2. The counselor assumes responsibility for being involved in: A curriculum committee, which shall be appointed annually to provide for study of current curriculum in the Akron Public Schools and for the exploration of possible changes which ought to be given consideration. This curriculum committee shall be appointed by a joint committee consisting of the President of the Akron Counselors Association, the Assistant Superintendent of Curriculum and Instruction, with the Director of Secondary Education as Co-Chairmen.

   This curriculum committee shall serve as a communication medium for counselors and Curriculum Office personnel to share ideas on current curriculum and possible changes for curriculum.

   This curriculum committee shall hold meetings as felt needs develop on the part of counselors and Curriculum Office personnel.

3. The major responsibility of the counselor shall be to the students. He shall help each student to:

   a. understand himself in relation to the social and psychological world in which he lives

   b. accept himself as he is

   c. develop personal decision-making competencies

   d. resolve special problems

   e. in transfer cases, the receiving counselor shall assume responsibility for assisting the student to make a satisfactory adjustment to the new school environment.

4. The counselor shall assume the role of leader and consultant in the school's program of pupil appraisal by:

a. coordinating the accumulation and use of meaningful information about each pupil

b. interpreting information about pupils to them, to their parents, to teachers and to others who are professionally concerned

c. helping to identify pupils with special abilities or needs.

5. The counselor shall collect and disseminate to pupils and their parents information concerning:

a. school offerings

b. opportunities for further education

c. careers and career training opportunities.

6. The counselor shall coordinate the use of services available beyond those he can provide by:

a. making pupils and their parents aware of the availability of such services

b. making appropriate referrals

c. maintaining liaison and cooperative working relationships with other pupil personnel specialists and with agencies in the community where special services are available

d. encouraging the development and/or extension of community agencies to meet special pupil needs.

7. The counselor shall assist in providing placement services for pupils by:

a. planning with teachers and administrators for grouping and scheduling of pupils

b. helping pupils make appropriate choices of school programs and develop long-range plans for study

c. helping pupils make a successful transition from one school level to another, from one school to another, and from school to employment.

8. The counselor shall help parents, at their request, by:

a. acting as a consultant to them regarding the growth and development of their children

b. providing them with information about career opportunities and requirements; and information about counseling programs and related guidance services available to them and to their children

c. providing them with information about their children (with due regard to the child's desire for confidentiality)

d. assisting them to develop realistic perceptions of their children's development in relation to their potentialities.

9. The counselor shall serve as a consultant to members of the administration and teaching staffs in the area of guidance by:

a. interpreting appropriate individual pupil data with them (again with due regard for the pupil's desire for confidentiality)

b. helping them to identify pupils with special needs or problems

c. being involved in psychological and adjustment transfers from his building

d. entering into the areas of discipline or attendance with certain pupils in order to accomplish a change in behavior through counseling procedures. When the counselor becomes involved in the area of discipline, such involvement shall not include the administering of punishment nor shall the counselor make daily attendance calls

e. participating in the in-service training programs

f. assisting teachers to secure materials and develop procedures for a variety of classroom group guidance experiences

g. serving in the capacity of advisor to the student as to the appropriateness of individual schedules, and as a consultant to the principal and the staff of a building. The counselor may be involved cooperatively with the building administrator in the selection of students for courses, classes or other such needs of fitting the child to the appropriate schedule.

10. The Counselor shall conduct or cooperate with others in conducting

local research related to pupil needs and how well school services are meeting those needs by:

a. contacting graduates and dropouts

b. comparing scholastic aptitudes with achievement, selection of courses of study and post high school experiences

c. studying occupational trends in the community

d. evaluating the school's counseling and guidance services.

11. The counselor shall carry out a program of public relations by:

a. participating in programs of various community groups

b. furnishing information regarding the counseling and guidance programs to local publishers, radio and TV stations.

12. Counselors are expected to become involved in extra-curricular activities. They shall not, however, be assigned extra-curricular activities.

13. Counselor-Pupil Ratio

a. the counselor-pupil ratio for each secondary building shall be determined annually after the first 25 school days and shall be reported to the Board of Education at its next regular meeting

b. in determining the counselor-pupil ratio, all employees, certified or otherwise, who are not assigned full time responsibilities as Counselors shall not be included as counselor in determining the ratio.

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 assistants, one 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 to 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 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 coordinator of library 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 of the student teaching experience in a kindergarten program.

B. **Kindergarten Working Conditions**

The Kindergarten teacher shall:

1. Have a certificated educational aide when unusual circumstances arise such as:

   a. Assignment in two buildings (the member shall make the determination as to which section the aide shall be assigned).

b. More than seventy (70) students per day in one building. (A full-time aide shall be assigned under these circumstances.)

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

When possible, a Kindergarten aide shall be provided within five (5) working days from the time an unusual circumstance arises. Such aide shall be used strictly as a Kindergarten educational aide.

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 their 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) minute lunch period per day. Travel time between two buildings shall not be part of the thirty minutes.

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**

When possible, Kindergarten children shall receive one twenty (20) minute period per session per week of either art, music, or physical education taught by specialists certified in those areas.

ARTICLE VII - RIGHTS OF THE ASSOCIATION

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 contract.

7.02 New Teachers Luncheon

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

7.03 Written Communication

A copy of any written communication from 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 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 Board.

7.05 Professional Conferences and Association 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 for 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 Check Off Of Dues

The Board shall provide payroll deductions of: dues for membership in The Akron Education Association, Inc., and the Akron Teachers Political Action Committee.

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 Clerk, with a copy to the AEA. Payroll deduction for membership dues shall commence with the fourth pay period.

7.07 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.

7.08 Use Of School Mails and Bulletin Boards

The AEA shall be authorized to use the school mails, "pony" and members' mailboxes for Association 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 the AEA and the Board. The bulletin board shall be located in an area readily accessible to and normally frequented by the members.

7.09 Use Of School Faciilties 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.

7.10 Association 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 and Finance.

A member may, if he deems it 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 a classroom observation) and when such a request is made, the conference shall not proceed until the representative is in attendance.

7.11 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 home room or extra duty; in the Elementary, they shall not be assigned to duty before or after school nor at the lunch period.

AEA Building Representatives shall be limited to one representative for each 50 members and one for each additional major fraction thereof.

7.12 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 officers and committee chairman shall be excused from other building meetings to attend the monthly building representatives meeting.

7.13 Financing Of The Public Schools

The Board or a committee thereof 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.

7.14 Joint Professional Problems Committee

The Deputy Superintendent shall meet monthly during the school year with the AEA Professional Problems Committee and shall attempt to resolve any problems, general or specific, which the committee or the Deputy Superintendent may present.

The chairman shall be chosen by the committee members.

Minutes of the meetings, including the decisions reached, shall be placed in writing and submitted to the Deputy Superintendent and the President. These minutes, when approved by the Deputy Superintendent and the President, shall be posted in each building. Copies of the approved minutes shall be filed in the AEA office and the Office of the Deputy Superintendent for reference.

The AEA Professional Problems Committee may submit, in writing, to the Superintendent, any problem which they are unable to resolve with the Deputy Superintendent. The Superintendent shall respond to the problem within ten (10) working days.

7.15 Leave Of Absence For AEA President and/or Vice President

At the request of the AEA Board of Trustees, a leave of absence with full pay shall

be granted to the President and/or Vice President for the years for which he is elected. The AEA shall reimburse the Board for the total cost of such leave, including the cost of fringe benefits and retirement.

A leave of absence, with full pay, shall be granted to any association member elected as president of any association of which the AEA is an affiliate. The full cost to the Board for such a leave shall be reimbursed to the Board by the affiliated association or the individual.

The President and/or Vice President, or any member on such leave, shall retain the full rights to which he would have been entitled had he continued the performance of his duties in the Akron Public Schools during the period of leave.

7.16 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.

ARTICLE VIII - SALARIES

8.01 Salary Schedule, 1981-1982: 1982-1983

A. The Salary Schedule currently in effect and approved by the Board of Education in the Schedule of Salaries is available from the Personnel Office.

B. The Akron Board of Education agrees to the following conditions of settlement with the Akron Education Association, effective November 16, 1981, through June 30, 1983.

1. A guaranteed 5% salary increase shall be applied to the base salary schedule of each of the bargaining units effective November 16, 1981. The amount that would be received between November 16, 1981 and January 1, 1982 shall be payable between January 2 and January 22, 1982.

2. In the event that the 1981 collection of local property taxes exceeds $40,251,117.00, 74.6% of 87% of the amount beyond that figure shall be divided by $480,057.00 and the percentage increase equal to the resultant quotient shall be applied to salaries of all members of the recognized bargaining units effective January 1, 1982.

3. The Board shall guarantee a sum equal

to a 12.5% salary increase for all members of the recognized bargaining units effective July 1, 1982.

4. Notwithstanding any of the above provisions if State Foundation monies are reduced from that certified for the current biennium, the Board reserves the right to take whatever measures are necessary to prevent overexpenditures of income.

5. This agreement shall be in effect from July 1, 1981 through June 30, 1983.

6. This agreement shall be ratified by the membership of each of the bargaining units on or before 12:00 noon, Thursday, November 19, 1981. The Akron Board of Education shall meet on Friday, November 20, 1981, to ratify the agreements approved by the bargaining units.

7. In consideration of the above, all prior contingencies with recognized employee groups — with the exception of previously authorized Board salary and fringe benefit commitments — shall be declared null and void.

8.02 Longevity Increments

Years of Service Salary Purpose	* Amount	Cumulative Amount
16	$150.00	
20	175.00	$325.00
24	200.00	525.00

*Longevity increments at steps 16, 20 and 24 are separate steps. They are to be added to the 12th step of the salary schedule in the column reflecting the member's training level.

8.03 Counselor, Home/School Consultant and Librarian

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

The Home/School Consultant ratio shall be 1.06 of their actual grid salary.

The Librarian shall be paid 2% of actual salary for each additional week beyond the 38 weeks within the school calendar.

8.04 Substitute Teacher

Substitute teachers shall be paid at the following rate:

(a) $41.85 per day or $22.55 per half day.

(b) $59.65 per day or $32.10 per half day for each additional school day beyond ten (10) continuous days on the same teaching assignment.

8.05 Psychologist

The starting salary for a psychologist shall be established at the time of appointment. The annual earned increment shall be $580.00. The maximum salary for the job classification shall be determined by using the maximum salary for a Master's Degree and multiplying by the ratio of 1.175.

8.06 Extra Pay for Extra Duty

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

	High School		Job Code
A.	Coach, Football	20%	840
B.	Assistant Coach, Football	10%	855
C.	Freshman Coach, Football	7%	860
D.	Coach, Basketball	18%	841
E.	Assistant Coach, Basketball	10%	856
F.	Freshman Coach, Basketball	7%	866
G.	Coach, Track	11%	842
H.	Assistant Coach, Track	4%	857
I.	Freshman Coach, Track	5%	868
J.	Coach, Baseball	8%	843
K.	Coach, Swimming	6%	844
L.	Coach, Cross County	5½%	846
M.	Coach, Wrestling	12%	845
N.	Freshman Coach, Wrestling	6%	869
O.	Coach, Tennis	4%	847
P.	Coach, Golf	5%	848
Q.	Coach, Soccer**	6%	849
R.	Athletic Director**	9%	850
S.	Girls' Athletics		
	a. Volleyball	7%	886
	b. Basketball	8%	885
	c. Track	7%	887
	d. Softball	8%	884
	e. Gymnastics**	8%	888
T.	Director, Marching Band	8%	900
U.	Assistant Director, Marching Band	5%	901
V.	School Treasurer	6%	907
W.	Vocal Music	6%	903
X.	Debate*	8%	905
Y.	Drama Coach	3%	906
Z.	Cheerleading Supervisor	4%	908
Aa.	Instrumental Music (1 per high school)	5%	904
Bb.	Newspaper Advisor (7 issues)	4%	909
Cc.	Yearbook Advisor	4%	910
Dd.	North Central Evaluator - Evaluation Year	5%	911

Ee.	North Central Evaluator - Follow-up Year	4%	912

* 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.

	Junior High School		**Job Code**
A.	Coach, Football (9th grade contact)	7%	860
B.	Coach, Soccer	6%	867
C.	Coach, Basketball (9th grade)	7% (boys and girls)	866
D.	Coach, Basketball (7th and 8th grade)	5%	877
E.	Coach, Track	5% (boys and girls)	868
F.	Coach, Wrestling	6%	869
G.	Director, Intramurals*	4%	880
H.	Coach, Girls Gymnastics	4%	890
I.	Coach, Girls Volleyball	4%	891
J.	Coach, Girls Softball	5%	892
K.	Vocal Music	4%	898
L.	Activity Supervisor (1 per 200 students)	5%	915
M.	Drama Coach	3%	918
N.	School Treasurer	5%	917
O.	Debate Coach**	2%	919

* The Director of Intramurals will be required to submit a plan for the Outdoor Intramurals program by October 1 to the Director of Health and Physical Education.

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.

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

	Middle School		**Job Code**
A.	Coach, Boys/Girls Basketball	7%	866
B.	Coach, Wrestling	6%	869
C.	Director Intramurals*	4%	880
D.	Coach, Girls Volleyball	4%	891
E.	Coach, Girls Softball	5%	892

* 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.

The daily workload for a 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.

All teachers receiving compensation for additional duties outside the regular contract are required to carry a normal load. Several exceptions to this statement should be noted:

- Varsity coaches in each high school are to be provided with 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.
- The athletic director and the school treasurer in each high school shall teach six (6) periods per day. Assignments to a study hall or homeroom shall not be made.
- The Intramural Director in each junior high school shall be assigned six (6) teaching periods and a special duty period daily. The intramural director shall not be assigned a homeroom responsibility.
- The school treasurer in each junior high school shall carry a normal teaching load; he shall not be assigned a homeroom or a special duty period.

	Elementary School		Job Code
A.	Activity Supervisor (1 per 200 students)	5%	920
B.	Vocal Music	2%	897
C.	Breakfast Coordinator	$500.00/year	921

8.07 Mileage

The rate of reimbursement shall be 20 cents per mile.

ARTICLE IX - FRINGE BENEFITS

9.01 Hospital, Surgical and Major Medical Insurance

Hospital, Surgical and Major Medical Insurance shall be provided at Board expense for all full time members and their dependents. This is to include a 120 day semi-private room hospitalization coverage; a reasonable and customary surgical schedule including obstetrical benefits; $300.00 non-scheduled x-ray and laboratory benefits; $500.00 supplemental accident benefit;

unlimited anesthesia benefits; unlimited major medical coverage, with a $100.00 per employee deductible, satisfied within a calendar year of 365 days; and a $5,000.00 per year psychological and/or psychiatric outpatient benefits.

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.

9.02 Term Life Insurance

Term Life Insurance shall be provided at Board expense for all members:

a. The face valuation of the policy will be 1-1/4 times the annual salary, rounded to the nearest $1,000.00.

b. The annual salary is defined as the basic contract rate not including: supplemental contracts for teachers; or other additional payments.

9.03 Income Protection Insurance

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

9.04 Tax Sheltered Annuities

The Board shall provide a reduction of salaries to all members who wish to participate in a Tax Sheltered Annuity Program.

The program shall be handled by: (a) VALIC; (b) Massachusetts Financial Services (administered by Merrill, Lynch, Pierce, Fenner and Smith, Inc.); (c) Lincoln National Life; (d) The Equitable Life Assurance Society. The various annuity carriers shall not be permitted to solicit individual members. (All inquiries shall be directed to the carrier(s) by and from the member through the Treasurer of the Akron Board of Education and/or the Association.)

The Board and the Treasurer of the Board of Education 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 a $1.00 deductible per each prescription.

9.06 Deductions For Akron Teachers Credit Union

Payroll deduction for Akron Teachers

Credit Union shall be provided by the Board for all members who are eligible and who request such deductions.

9.07 Severance Pay

The Board shall provide a total of forty-five days of severance pay for those members who retire from the Akron Public Schools under service provisions of the State Teachers Retirement System.

Such pay shall be determined as follows:

a. A member who qualifies for severance pay shall receive twenty-five percent (25%) of said member's total accumulation of days of unused sick leave or a maximum of thirty (30) days, whichever is lesser.

b. A member shall receive two additional days of severance pay credit for each year said member had perfect attendance commencing July 1, 1976, through June 30, 1981.

c. A member shall receive one day of severance pay credit for each year said member has perfect attendance commencing July 1, 1981.

d. In no instance shall the total number of accumulated days of severance pay (a + b + c above) exceed forty-five days.

e. Perfect attendance shall be defined as the member's non-use of sick leave between July 1 and June 30 of each year.

9.08 Dental Insurance

A dental insurance plan shall be provided at Board expense for members and their dependents at a cost not to exceed $177.00 per year per member for the period September 1, 1981, through August 31, 1983. Such coverage shall include:

a. 100 percent of all usual, customary and reasonable charges for preventive and diagnostic services.

b. 80 percent of all usual, customary and reasonable charges for basic restoration, endodontic and basic oral surgical services.

c. 100 percent of the scheduled dollar amount for all other dental services.

d. Exceptions:

1. $50.00 per year per farmily deductible; however, such deductible

does not apply to preventive, diagnostic and orthodontal services.

2. $25.00 per year individual deductible; however, such deductible does not apply to preventive, diagnostic and orthodontal services.

3. $1,500.00 maximum benefit per patient per year.

4. $1,000.00 maximum lifetime benefit per patient for orthodontal services.

9.09 Vision Insurance

An eye care insurance plan shall be provided at Board expense for members and their dependents at a cost not to exceed $75.00 per year per member for the period September 1, 1981 through August 31, 1983. Such coverage shall include:

a. 100 percent of all usual, customary and reasonable charges for annual routine examination and testing, less $5.00 deductible.

b. 100 percent of all usual, customary and reasonable charges for lens and frame combinations on a bi-annual basis, less $15.00 deductible.

c. $75.00 maximum bi-annual benefit for contact lens when such are for non-major corrective and/or cosmetic purposes.

ARTICLE X - EXTENDED SERVICES

10.01 Definitions

Service 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 one month 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 weeks prior to the deadline for submission of applications for such positions.

10.05 Selection

Extended Service positions requiring Provisional Certification shall be filled by members under contract to the Board. In the event members from the Akron City School District are not available, other certified personnel may be used.

The following criteria shall be considered in making the selection:

a. Preference shall be given to members who, for the past two years, have been teaching in the field of their major preparation. Members who have taught a program during the past four evening and/or summer sessions shall not be reemployed in this program 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 he is qualified.

b. Members who are best prepared to meet the needs of the curriculum to be offered.

c. Members in the building where the extended program is being offered.

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:

a. That he has been appointed to a position.

b. That he may be appointed at a later date.

c. That he 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 and workroom 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 his 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 his 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 14.03 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, but for an agreed upon time and place.

Schedule

Within five (5) working days after the receipt of said written request from either party, the Superintendent shall schedule a meeting.

11.02 Negotiating Committees

The AEA shall designate a committee of five (5) members or fewer and the Superintendent upon 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.

11.03 Good Faith

Both parties shall make every effort to conclude negotiations satisfactorily through the

foregoing steps within seventy-five (75) working days from the time of receipt of the original written request referred to in Article 11.01 hereof.

In addition to the committees of the parties referred to in Article 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) working 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 news 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" requires that the AEA and the Board representatives be willing to react to each other's proposals; if a proposal should prove unacceptable to one 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) working 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 Unresolved Matters

Should the Akron Education Association and the Board be unable to reach an agreement within 75 working days (unless the parties mutually agree to an extension of time), either party may request, in writing and within thirty working days, that the unresolved matters be submitted to Federal Mediation and Conciliation Services. The mediator selected by the Service shall be an Akron taxpayer. In the event that the parties do not mutually agree to submit the issues to Federal Mediation and Conciliation Services, the provisions applicable to Impasse Panel (below) shall apply. In the event that mediation is agreed to by both parties, the parties shall make every effort to seek settlement under the direction of the mediator within fifteen (15) work days. Should mediation prove unsuccessful, the parties shall refer all unresolved matters to the Advisory Panel.

13.02 Advisory Panel

An Advisory Panel, composed of three (3) members shall be established within fifteen (15) work days after receipt of a written request by either party, unless both parties mutually agree to a later date. The Association and the Board shall each appoint one (1) Akron taxpayer to the Advisory Panel. In the event the two (2) Advisory Panel members are unable to agree upon a third member, they shall ask the Judge of the Probate Court to submit to them a list of five (5) Akron taxpayers who have indicated their willingness to serve. Each member of the Advisory Panel shall alternately strike a name from the list, until only one (1) remains; he shall become chairman. The striking of the first name shall be determined by the toss of a coin.

13.03 Advisory Panel Recommendations

The Advisory Panel will be requested, after hearing arguments from both parties, to report recommendations for settlement to the Negotiating Committee of each party. When possible, such recommendations shall be reported within fifteen (15) work days after the Panel's initial meeting. These recommendations shall not be made public until (5) work days after their presentation by the Panel to the parties, unless an earlier mutually agreed upon time is specified.

Conclusions of the Advisory Panel shall be in the nature of recommendations only.

13.04 Advisory Panel Costs

All costs incurred as a result of the use of the Federal Mediation and Conciliation Service and/or the use of an Advisory Panel shall be shared equally by the Association and the Board.

ARTICLE XIV - DURATION

14.01 Effective Date

The effective date of this agreement shall be July 1, 1981, and it shall remain in force until June 30, 1984, except that it may be altered by the reopening of negotiations as provided for herein. This agreement shall automatically be renewed subject to amendments negotiated by the parties as hereinafter provided upon receipt by the Board of the membership certification required under Section 14.02 hereof.

14.02 Certification of Membership

Between October 15 and December 15, of each calendar year, the Akron Education Association shall certify to the Board a list of its membership. In the event that said certification reveals that the Akron Education Association has as members less than a majority of those certificated teachers and counselors employed by the Board, then this agreement and the recognition of the Akron Education Association contained herein shall terminate at the end of said agreement period.

14.03 Initiation of Negotiations

Negotiations under this agreement with respect to salaries and fringe benefits shall be initiated by either party upon written notice to the other party at any time after December 1, and prior to March 1, of each calendar year during the period of this Agreement, under the procedures set forth in Article XI hereof. Subsequent negotiations between the parties as to salaries, fringe benefits and other major cost items shall be conducted at such time or times as the parties may agree.

Negotiations under this agreement with respect to salaries, fringe benefits and working conditions shall be initiated by either party upon written notice to the other party at any time after December 1, 1983 and prior to March 1, 1984, under the procedures set forth in Article XI hereof. 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.

14.04 Year-Round School

Initiation of a 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 sixty (60) days prior to the implementation of the

year-round program and shall be conducted under procedures set forth in Articles XI and XIII hereof.

14.05 Ratification

Any agreements reached between the parties under the terms hereof shall, upon ratification thereof as provided herein, become a part of this agreement.

14.06 Reopening

This agreement may be opened for negotiations at a time other than that provided in foregoing sections only upon the mutual agreement of the parties. Within 60 days after the effective date of legislation or U.S. Supreme Court decisions which modify or have direct affect upon any portion of this agreement, a meeting shall be held to determine whether or not the parties wish to reopen negotiations on the affected sections of the agreement.

IN WITNESS WHEREOF the parties have caused their names to be hereunto subscribed by their respective signatures this 5th day of February, 1982.

SIGNING FOR THE AKRON
BOARD OF EDUCATION

Mimi H. Steiner

Mimi H. Steiner, President

R H Lewis

Robert H. Lewis, Treasurer

Conrad C. Ott

Conrad C. Ott, Superintendent

D.E. Dominic

D. E. Dominic, Deputy Superintendent

Robert V. Bullis

Robert Bullis, Assistant to the Superintendent

T. J. Dann

Theodor Dann, Director

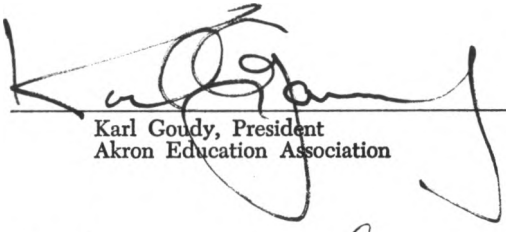
J. R. Friedman

Joseph R. Friedman, Director

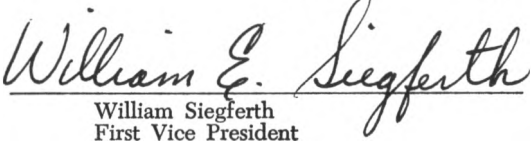
William W. Spratt

William W. Spratt, Director

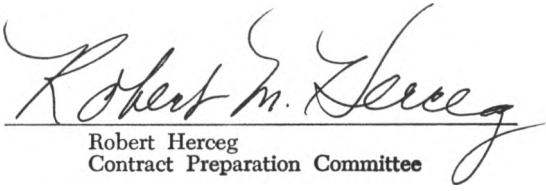
SIGNING FOR THE
AKRON EDUCATION ASSOCIATION



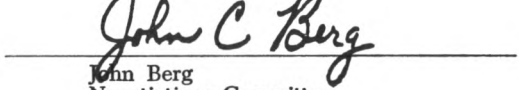
Karl Goudy, President
Akron Education Association



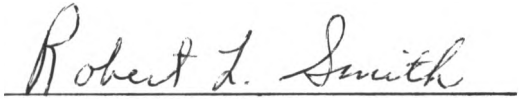
William Siegferth
First Vice President



Robert Herceg
Contract Preparation Committee



John Berg
Negotiations Committee



Robert L. Smith
Salary Committee

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