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EMPLOYMENT  
COMMISSION BOARD

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AGREEMENT

Between

THE BOARD OF EDUCATION

Of

THE MASSILLON CITY SCHOOL DISTRICT

And

THE ASSOCIATION OF GROUP TEACHERS

Effective July 1, 2011 - June 30, 2014

Dependent upon Fiscal Certificate (5705.412)  
For Fiscal Year 2014

This agreement, entered into at Massillon, Ohio, this 12<sup>th</sup> day of May, 2009 between the Massillon Board of Education of the Massillon City School District (hereinafter referred to as the "Board") and the Association of Group Teachers (hereinafter referred to as the "AGT" or "Association") is as follows:

## **I. RECOGNITION**

The Board of Education recognizes the Association of Group Teachers as the sole and exclusive collective bargaining representative of all the members of the unit which consists of properly certified or licensed teachers who are assigned to work with students with identified handicapping conditions, and those assigned to remedial teaching positions under the Auxiliary Services Program within the Massillon School District, known as The Association of Group Teachers.

## **II. NEGOTIATION PROCEDURE**

### **A. INITIATING NEGOTIATIONS**

1. Requests to initiate negotiations from the Association will be made in writing directly to the Superintendent of the District (as used in this Agreement, Superintendent shall mean Superintendent or designee). Such requests from the Board will be made in writing to the President of the Association. Such requests shall not be accepted earlier than 90 or later than 60 days prior to the expiration of the current agreement.
2. Requests to initiate negotiations will be responded to in writing within ten (10) working days (as used in this Agreement "days" shall mean calendar days unless otherwise specified).
3. Meetings shall be scheduled by mutual agreement and with the least possible interruptions of school schedules. The parties will mutually exchange their negotiation proposals at the initial bargaining session. Negotiation meetings shall be in executive session unless mutually agreed by both parties.
4. Representation should be limited to no more than four (4) representatives each of the Board and the Association.
5. The Board and Superintendent agree to make available to the Association, upon request and in reasonable time, public information concerning financial resources of the district and such other public information as requested by the Association.

### **B. WHILE NEGOTIATIONS ARE IN PROGRESS**

1. The spokesperson for either group may recess for independent caucus at any time.
2. No action to coerce, censor or penalize any negotiating participant shall be made or implied by other members as a result of participating in the negotiation process.

However, this shall not be construed to require any participant to submit to maltreatment whether through abusive language or derogatory publication.

3. As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not constitute final agreement.
4. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

#### C. AGREEMENT

1. When an agreement is reached through negotiation, the outcome shall be reduced to writing and submitted to the Association for the ratification within ten (10) working days and then to the Board for formal approval.
2. Once the agreement is ratified by the parties hereto, they shall be placed in a contract and signed by the Board President and the Association President.

#### D. DISPUTE RESOLUTION

The parties pledge themselves to negotiate in good faith. If twenty-five (25) days prior to the expiration of the contract, agreement has not been reached on all items under negotiations, either party may call for the services of a mediator. However, the parties may mutually agree to a designated extension of time for the continuation of negotiations if progress is being made. Should this procedure be instituted by either party, the party declaring impasse shall request the services of the Federal Mediation and Conciliation Services.

This alternate dispute resolution procedure shall supersede and replace all statutory dispute resolution procedures in 4117 ORC. The State Employment Relations Board shall have no authority to alter, modify or replace the parties mutually agreed to procedure

### III. BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. It is mutually agreed that the Superintendent and the administrative staff have the responsibility of administering the policies established subject to the provisions of the master agreement.
- B. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the state of Ohio and of the United States, including but without limiting the generality of the foregoing, all the rights identified in O.R.C. 4117.08. These include:
  1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;
  3. Maintain and improve the efficiency and effectiveness of governmental operations;
  4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the employer as a unit of government;
  8. Effectively manage the work force;
  9. Take action to carry out the mission of the public employer as a governmental unit.
- C. The Superintendent and the administrative staff have the responsibility of administering the policies established, subject to the provisions of the Master Agreement.
- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement. In addition the Association agrees that all of the functions, rights, powers, responsibilities and authority of the Board in regard to the operation of its work and business and the direction of the workforce which the Board has not specifically abridged, deleted, granted or modified by the express terms of this Contract shall remain exclusively that of the Board.
- E. The parties acknowledge and agree that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any mandatory or permissive subject of bargaining. The parties further agree that the understandings and agreements arrived at constitute the entire agreement between the parties and any matter brought forth in negotiations and withdrawn shall not be brought up during the term of this Agreement and shall remain within the absolute authority of the Board. Any mandatory subject of bargaining covered by law and contained in this contract shall remain as is during the life of this Contract, unless otherwise mutually negotiated.

#### **IV. ASSOCIATION RIGHTS AND RESPONSIBILITIES**

##### **A. REPRESENTATION FEE**

1. The Association, as the exclusive bargaining agent for group teachers of the Massillon City Schools, shall be entitled to charge a representation fee to non-Association teachers.
2. The Association President will be provided the names of new employees prior to new employee day. The Board shall provide written notice to the Association President of any new employee hired during the school year through a copy of the Board minutes.
3. Notification of the representation fee will be made by the Association.
4. Responsibility for collection and enforcement of this Article rests solely with the Association. The Association may enforce this Article in whatever manner they deem appropriate.
5. The Association shall assume all costs incurred in the collection and enforcement of this Article. The Association shall pay all legal fees, judgments, and court costs incurred by the Board with regard to this Article.
6. The Association President shall by August 1, annually, certify to the Board Treasurer the amount of the annual representation fee for the ensuing school year and the annual representation fee less the refund for political activities for the past school year.

#### B. DUES DEDUCTION

1. The Treasurer, upon receipt of the certification of the amount of the representation fee for the current year, shall deduct the dues of Association members pursuant to the payroll deduction authorization, and deduct the representation fee from the pay of every non-Association teacher employed in the bargaining unit, provided that the Association member and non-Association member have on file a signed authorization to make said deduction, and pay said amounts to the Association. These deductions shall be in accordance with the payment schedule options available to bargaining unit members, beginning in October and ending with the last pay in June. Failure of the non-Association teacher to present to the Treasurer a signed authorization to deduct the representation fee, or to pay the representation fee directly to the Association in a manner the Association deems appropriate, no later than October 15<sup>th</sup> of each year, shall not relieve the teacher of his/her liability to the Association for the amount of the representation fee.
2. The Association shall furnish each non-Association teacher who requests it, a complete list of itemized costs for which any portion of their representation fee was used for causes and candidates. Upon written request made to the Association by a non-Association teacher stating those causes and candidates for which they object to their representation fee being used, said costs shall be refunded to the non-Association teacher.
3. The Association agrees to indemnify and save the Board, including its members and employees, harmless against any and all claims that may arise from or by reason of

action by the Board in reliance upon any authorization cards or requests for deductions submitted by the association to the Board.

#### C. COMMUNICATION ACCESS

1. The right to have a representative present at the regular meetings of the Board with the right to speak for the Association during the public speaking portion of an agenda.
2. The right to insert materials in the teacher's mailboxes, subject to prior approval of the building principal and Board Policy 7530.
3. The right to use inter-school mail service for Association communications.
4. The right to hold meetings on school property at reasonable times as long as there is no cost to the Board.

#### D. ASSOCIATION – ADMINISTRATION MEETINGS

1. Quarterly meetings will be held between the AGT President and the Special Education Director to review concerns affecting the educational programs and to clarify policies and procedures affecting bargaining unit members.
2. Prior to the commencement of the school year, a meeting shall be held between the AGT President and the Special Education Director to discuss any issues for the upcoming year.
3. Meetings scheduled under this Section shall be held outside of the scheduled student contact time at mutually acceptable times and dates.

#### E. CALENDAR

One bargaining unit member, selected by the AGT, will serve on the committee for the preparation of the school calendar.

### V. TEACHER RIGHTS

#### A. ACADEMIC FREEDOM

The Association and the Board believe that academic freedom is essential to the teaching profession. Academic freedom is the right of the learner and his teacher to explore, present, and discuss controversial issues and divergent points of view as long as the subject is relevant and germane to the IEP, the Board adopted curriculum or the teacher's assigned area of instruction.

#### B. SCHOOL FACILITIES

1. Teachers shall work under safe and healthful conditions. Teachers shall be provided classrooms when space is available. Each teacher shall be provided desks, room keys, and textbooks for their assignment.
2. Whenever teachers must share a divided room, the Administration and Association shall meet to address any safety or program concerns.

C. CLASSROOM SUPPLIES

The Board agrees bargaining unit member shall receive supplies as all other certificated staff are provided.

D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

1. One bargaining unit member will serve on the LPDC and shall be compensated at the identical rates of all LPDC teacher members. The AGT member shall also receive all leave as all other teacher members.
2. Teachers shall have access to the electronic grades/grade books for students assigned to their caseload. Such access shall be "read only".
3. Teachers are required to maintain data sufficient to determine student progress toward meeting IEP goals. Such data must be available upon request.

E. PERSONNEL RECORDS

1. There shall be only one personnel file per bargaining unit member. Evaluations or disciplinary action shall only be taken based upon information that is contained in the bargaining unit member's official personnel file.
2. All Personnel records shall be kept current and on file for reference at all times. An index of items in the personnel folder shall be a part of the folder. These and other personnel records shall be filed in the Superintendent's office and at no time are any materials to be removed and/or omitted from the personnel records.
3. A member of the bargaining unit shall be informed of any material which may be construed as derogatory which is directed toward that employee and which can become a matter of the permanent file. The member of the bargaining unit shall acknowledge that he/she has read the material by initialing the copy to be filed. He/she shall also have the opportunity to reply to such derogatory material in a written statement to be attached to the filed copy.
4. Anonymous letters or materials shall not be placed in any member's file nor shall they be made a matter of record.

5. Upon written request any member of the bargaining unit may review his/her personnel folder with the Superintendent, with the exception of references or other materials originally supplied to the Administration as confidential previous to employment. The member of the bargaining unit shall indicate that he/she has read the material by initialing each item of the index.
6. Bargaining unit members shall receive a copy of any material being placed in an employee's personnel file. Any additional copies requested by the employee shall be provided at the going rate for copying.
7. All personnel files shall be handled in accordance with the Ohio Privacy Act. Bargaining unit members shall be informed when a request is made to view their personnel file.
8. There shall be no documentation in the personnel file or any other repository that is not accurate, relevant, complete, timely, or identifiable as to source.

**F. DISCIPLINARY ACTION**

In the event a member of the bargaining unit is called in for disciplinary action, the employee shall have the right to appear on his/her own behalf or he/she may be accompanied by an Association representative of his/her own choosing. All disciplinary proceedings shall be carried out professionally, in private. Any disciplinary action shall be for cause.

**G. IDENTITY CLARIFICATION**

On any and all inter-school and official communication/documents, members of the bargaining unit shall be recognized with the same respect as all other certified/licensed personnel by being identified and referred to as "Teacher" or "Group Teacher", or any such title required by state or federal mandate for reporting purposes.

**VI. CONTRACTS AND ASSIGNMENTS**

**A. CONTRACTS**

1. A single year contract between a member of the bargaining unit and the board shall be issued by May 15 for the upcoming year and shall contain the following information:
  - a. The dates the contract is to be enforced.
  - b. The yearly salary.
  - c. The contract days to be worked.
2. Teachers not eligible for continuing contracts shall be granted limited contracts in the following sequence: three (3) one-year contracts, then two (2) two-year contracts, and thereafter three-year limited contracts until eligible for continuing contract or resigns or

retires. Any bargaining unit member under a multi-year contract will receive a salary notice only.

B. ASSIGNMENTS

Each teacher will be notified of his/her tentative assignment no later than ten (10) calendar days prior to the first student day. Change after this time shall be made because of enrollment or staff changes or emergencies.

C. NONRENEWAL

Delivery of notices of nonrenewal and notices regarding any other action affecting a bargaining member's contract shall be given in accordance with O.R.C. 3319.11 as in effect at the time of execution of this Agreement.

D. SUPPLEMENTAL CONTRACTS

Members of the bargaining unit may apply for and be awarded supplemental contracts for duties performed in addition to regular classroom duties.

E. COVERING CLASS PAY

1. Any bargaining unit member who is required to cover a class of an absent classroom teacher shall be paid 1/7 of sub teacher daily rate per class or hour in addition to the bargaining unit member's regular pay not to exceed one time per week.
2. Bargaining unit members will only have this duty if they volunteer for the duty.
3. This pay coverage is available only when requested by a building administrator.

F. CONTINUING CONTRACT ELIGIBILITY

A teacher must file his/her professional, permanent or life certificate, or give notice that an application for such certificate has been made, on or before the first day of the second semester to be eligible for continuing contract for the following school year. If a bargaining unit member anticipates completing the requirements for such a certificate on or before the first day of the second semester, he/she should inform the principal or superintendent prior to October 15<sup>th</sup> so he/she can be evaluated for continuing contract.

G. STANDARDIZED TESTS

The Administration and Association agree to meet prior to all standardized testing to review the utilization of Small Group Teachers during testing for identified students.

H. Non-teaching duties shall not be assigned to bargaining unit members except in extenuating circumstances.

I. PHYSICAL OR VERBAL ASSAULT

1. Verbal – The invective use of words and/or oaths so as to humiliate or embarrass a member of the bargaining unit.
2. Physical – The use of hands, fists, feet, teeth or other objects so as to attempt to or to actually inflict physical harm upon a member of the bargaining unit.
3. All members of the bargaining unit should feel secure in fulfilling the responsibilities of their positions without fear of physical harm from pupils and adults or negligent damage to personal property. Pupils and adults guilty of such cases may be subject to expulsion from school, court filings and any action which is within the legal prerogative of the school or the assaulted party to initiate. Assaults shall be reported in writing to the principal who will investigate the assault report and report in writing (including the names of witnesses) to the superintendent.
4. The Board shall render all possible assistance and advice to the employee in securing legal redress through law enforcement and judicial authorities, except the Board shall not provide legal counsel.
5. Where a teacher is assaulted by a student, normally, the student should not be readmitted to that teacher's class until a conference is held by the principal or the person in control of the school building and that teacher.

J. MEDICAL DUTIES

Except for school nurses, no members of the bargaining unit shall be required to perform clinical duties and/or dispense medication to students.

K. NOTIFICATION OF CRIMINAL BEHAVIOR

Except as restricted by law, when a student is assigned to a bargaining unit member, the administration, if aware will notify the bargaining unit member prior to placement of the student in the teacher's classroom, if such student has a known history of criminal type behavior of an aggressive, violent nature. The administration will require that a written confirmation of the information has been received by the bargaining unit member. The written confirmation shall be kept by the administrator in charge.

L. NOTIFICATION OF COMMUNICABLE DISEASES

Bargaining unit members will be notified of known serious communicable diseases of students with whom bargaining unit members have contact, except as restricted by law.

## M. CITIZEN COMPLAINTS

When a complaint is made by any person who is neither an administrator nor a school employee concerning bargaining unit member's conduct, service, character or personality, the seriousness of the complaint shall be evaluated by the principal or the Superintendent. If the complaint does not appear likely to lead to an investigation by any public agency, and disclosure is not prohibited by law, the bargaining unit member will be informed of the complaint by the principal in a private conference or meeting.

The bargaining unit member may initiate a private meeting with the complainant to attempt informal resolution of the complaint. The bargaining unit member or complainant may request the presence of the building principal or another person of their choice.

No complaint will be placed or recorded in the bargaining unit member's personnel file unless the complaint has been reduced to writing and the bargaining unit member has received advance notification and the complaint is substantiated as accurate. Anonymous complaints may not be recorded, but may be investigated and, if substantiated as accurate, the results of the investigation may be recorded in the personnel file.

The bargaining unit member will be provided with an opportunity to respond to such complaint. If the bargaining unit member responds in writing to a complaint, the response shall be attached to the complaint and entered in the personnel file.

## VII. WORK SCHEDULES

### A. SCHOOL YEAR

The school year shall consist of one hundred and eighty four days

The school year for Auxiliary staff shall be determined by the parochial school principals, and shall be based on available funding.

### B. SCHOOL DAY

1. All bargaining unit members shall work a seven hour day within their building assignments.
2. Bargaining unit members shall receive a paid duty-free lunch of no less than thirty (30) minutes.
3. Bargaining unit members shall receive thirty (30) minutes per day for conferences and planning.

### C. SCHEDULES

Bargaining unit members will create a schedule for the students assigned to them based upon needs of the students, schedules of regular classroom teachers and/or grade level schedules. The schedules will be subject to the principal's approval. Any changes in the schedule require principal notification and approval.

D. STAFF MEETINGS

Small Group Teachers shall attend staff meetings called by the principal or Superintendent. No more than five hundred seventy minutes (570) beyond the bargaining unit member workday per school year shall be established for the above mentioned meetings. Any individual meeting may not exceed sixty (60) minutes in length. No more than two (2) meetings may be held per month. Agendas for staff meetings shall be distributed at least two (2) days prior to such meeting. Meeting dates will be announced at least one (1) week in advance.

E. IEP PREPARATION DAYS

No later than January 15<sup>th</sup> of the school year the Director of Pupil Services and AGT President shall meet and discuss the schedule for the three (3) IEP preparation days.

F. Small Group Teachers shall provide an original IEP to the Pupil Services Department within two weeks of completion. The Small Group Teachers shall distribute IEP copies within the first week of school to the requisite number of teachers for each student.

G. TRAVEL TIME

Bargaining unit members shall have twenty (20) minutes per day travel time if assigned to more than one building. Mileage shall be reimbursed at the district established rate.

H. No in school suspension duty shall be assigned to bargaining unit members except in extenuating circumstances.

I. A bargaining unit member may request to be considered for a change in assignment when a vacancy occurs by submitting their request in writing to the Superintendent. A copy of the request will be maintained in the personnel file. The request may be withdrawn at any time and shall be effective until the vacancy is filled.

J. INVOLUNTARY TRANSFERS

Prior to a bargaining unit member being transferred, a meeting between the representative of the Superintendent and the member of the bargaining unit shall be held. The bargaining unit member may have an Association representative present at the meeting.

No transfer shall be final until the provisions have been followed.

K. SUBSTITUTES

A reasonable effort will be made to provide a substitute for any teacher's caseload when that teacher will be on leave for five (5) or more days.

- L. If the Special Education Director or other Central Office Administrator determines an in-service session is not relevant to Small Group Teachers, they will not be required to attend such session. With the approval of the Superintendent, Small Group Teachers may use the time scheduled for such in-service to engage in work-related responsibilities within their assigned building(s).

### VIII. EVALUATIONS

There shall be formed an Evaluation Committee which will consist of four (4) members. (2) members will be selected by the Superintendent and two (2) members will be selected by the Association. The Committee will meet to discuss any and all amendments to the below procedure.

Any Changes recommended by the Committee shall be submitted to the Association membership for ratification and the Board for approval.

If ratified and approved, any changes in the evaluation process would commence with the beginning of the subsequent school year.

#### Purpose

The evaluation program shall emphasize the following:

An evaluation process motivating and supporting staff in providing the best educational opportunities for students;

An evaluation process focusing on the performance of the bargaining unit member;

An evaluation process promoting improvement of bargaining unit member performance;

A timetable and procedures for the evaluation process which is clearly communicated to each bargaining unit member being evaluated;

The evaluation process combined with other written administrative reports will provide the record of bargaining unit member performance for the Board to make employment decisions.

#### Bargaining Unit Members to be Evaluated

All bargaining unit members beginning their first year of employment with the Massillon City Schools.

Any bargaining unit member who was rated marginal during the preceding year's evaluation.

Any bargaining unit member requesting an evaluation or recommended for one by the principal or the Superintendent's designee.

Any bargaining unit member eligible for continuing contracts.

All bargaining unit members on limited contracts shall be evaluated at least once every five (5) years and those on continuing contracts shall be evaluated at least once every seven (7) years. Bargaining unit members may request (an) additional observation(s) and an evaluation during that school year. Such request shall be granted if made in writing prior to February 15 to the Superintendent, provided the additional observation and evaluation shall be performed by an individual mutually agreed to between the bargaining unit member and the Superintendent. If there is no agreement on the evaluator, there shall be no additional observation(s) and evaluation. A written report of the observation(s) and evaluation shall be filed by the designated individual in the same place that normal evaluation reports are filed and a copy shall be given to the bargaining unit member.

#### Timetable

Prior to October 1<sup>st</sup>, bargaining unit members to be scheduled for evaluation during the school year will be identified and the principal or immediate supervisor shall confer with the affected bargaining unit members individually and review goals for the year, the evaluation process, and forms.

#### All Bargaining Unit Members Not on Continuing Contract

No later than December 10th, the principal or immediate supervisor shall have made no less than two (2) observations, none of which are to be conducted less than two (2) days apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be followed up by within three (3) days with written feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation, which shall be conducted and included as a regular observation.

No later than December 15th, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature does not indicate that he/she agrees with that is written, but rather acknowledges that he/she did receive a copy. The office of the Superintendent will also receive a copy of this evaluation.

No later than March 15th, the principal or immediate supervisor will make two (2) or more additional observations, none of which are to be conducted less than two (2) days apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be

followed up by within three (3) days with written feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation, which shall be conducted and included as a regular observation. The principal or immediate supervisor shall conference with the bargaining unit member at least once concerning the observations. Once again, an evaluation will be completed and again shared with the bargaining unit member and a copy will be sent to the Superintendent.

No later than March 20th, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature does not indicate that he/she agrees with that is written, but rather acknowledges that he/she did receive a copy. The office of the Superintendent will also receive a copy of this evaluation.

#### All Bargaining Unit Members Already Having Continuing Contract

No later than the end of the first semester, the principal or immediate supervisor shall have made no less than two (2) observations, none of which are to be conducted less than two (2) days apart, each of which would have been for no less than a thirty (30) minute duration and each of which shall be followed up by within three (3) days with written feedback from the principal or immediate supervisor. The bargaining unit member may request an additional observation, which shall be conducted and included as a regular observation.

No later than the end of the first semester, the principal or immediate supervisor shall write an evaluation describing the observations and the job performance of the bargaining unit member being evaluated. This evaluation will be shared with the bargaining unit member in conference, who will have the opportunity to add to the comments if he/she so desires. The bargaining unit member shall sign a copy of the evaluation; his/her signature does not indicate that he/she agrees with that is written, but rather acknowledges that he/she did receive a copy. The office of the Superintendent will also receive a copy of this evaluation.

#### Process

The same evaluation forms shall be consistently used throughout the district which shall be shared with the bargaining unit members before starting the evaluation process. The evaluation form to be used shall be that form developed by the Joint Evaluation Committee. There shall be no change in the form without a recommendation from a future Joint Evaluation Committee. A copy of the evaluation form is attached to the Contract as Appendix A.

Although self-evaluation is considered an important part of the assessment process, bargaining unit members will not be required to give a copy to any person, nor shall there be copies made.

All observations and evaluations of a bargaining unit member will be conducted with knowledge of the bargaining unit member.

No observations will be conducted the day before or after a holiday, during scheduled State testing, or during Massillon/McKinley week.

A bargaining unit member is to receive a copy of any written evaluation and must be granted a conference, upon request, to discuss such report.

Any bargaining unit member has the right to be informed of deficiencies in a timely fashion. This notification may be after the fact due to the severity and/or immediacy of the problem. A detailed plan of assistance for remediation shall be prepared by the principal or immediate supervisor and given to the bargaining unit member no later than the third day after the end of winter break. If a plan of assistance for remediation is to be given based upon the spring evaluation for deficiencies that did not arise from the fall evaluation, it will be given to the bargaining unit member by June 1. A completion schedule shall be mutually established.

All remediation plans that include remedial professional development not completed satisfactorily shall be part of the professional development plan put before the LPDC.

The principal or immediate supervisor will provide written feedback to bargaining unit members in a timely fashion regarding observation, including both positive and negative aspects of performance.

Bargaining unit members employed after a deadline required by this section will be observed/evaluated for the remainder of the evaluation cycle and the Board is not required to complete evaluation cycle activities required prior to employment.

Any teacher who goes on a long term leave during the year when up for a contract and part of the evaluation cycle cannot be completed shall not be able to use this fact as a defense against an adverse employment action.

It is understood that these provisions replace section 3319.111 of Ohio Revised Code.

The Group Teachers Evaluation Form utilized through the June 30, 2003 Collective Bargaining Agreement shall be the Evaluation Form for all bargaining unit members.

## **IX. LEAVES OF ABSENCE**

### **A. PROFESSIONAL LEAVE**

1. Each member of the bargaining unit shall be eligible for up to three (3) days for attendance at professional meetings upon approval of the Superintendent.
2. Members of the bargaining unit shall be reimbursed for reasonable expenses incurred.

### **B. PERSONAL LEAVE**

1. Each member of the bargaining unit shall be granted three (3) days non- accumulative personal leave annually for the school year. Notification for leave should be made one week in advance except in emergency cases. Sick leave should be used when applicable.
2. Personal leave shall be granted for the following:
  - a. Accidents involving member, immediate family or property of either.
  - b. Court appearances as litigant or witness.
  - c. Graduation, wedding, or award ceremonies of member or immediate family.
  - d. Personal business, obligations or emergencies.
  - e. Religious holidays.
  - f. Funerals for other than immediate family.
3. A bargaining unit member not using any personal leave in a contract year shall have three (3) days of sick leave added to their total accumulation of unused sick days.
4. A bargaining unit member using one (1) personal leave day in a contract year shall have two (2) days of sick leave added to his/her total accumulation. A bargaining unit member using two (2) personal leave days shall receive one (1) sick leave day.

#### C. SICK LEAVE

1. Sick leave accumulates at a rate of 1-1/4 days per month which amounts to 15 days per year. Unused sick leave may accumulate to three hundred thirteen (313) days. Sick leave may be used for:
  - a. Personal illness, pregnancy, or injury.
  - b. Illness, injury or death in the member's immediate family.
  - c. Exposure to a contagious disease which could be communicated to others.
  - d. Doctor appointments not able to be scheduled outside of the workday.
2. Immediate family is defined as parent, sibling, spouse, child, aunt, uncle, grandparent, parent-in-law, grandparent-in-law, or any member of the family or household who has clearly stood in the same relationship with the employee as any of these.
3. In extraordinary circumstances, subject to board approval, the association may initiate a one-time transfer of sick leave from bargaining unit members to a named specific bargaining unit member who has exhausted or shortly will exhaust his/her accrued sick leave. This transfer of sick leave shall be accomplished on a form specifically approved and distributed for this purpose. The sick leave transfer is irrevocable and shall cause the contributing bargaining unit member to have his/her sick leave reduced within thirty days by the amount equal to that contributed to the receiving bargaining unit member. The receiving bargaining unit member shall have accrued for use sick leave totals equal to the aggregate total contributed by other members of the bargaining unit, not to exceed a total of twenty (20) days.

D. PROLONGED ILLNESS AND DISABILITY

Upon the written request of a bargaining unit member, he/she shall be granted up to a one (1) year leave of absence due to illness or other disability with the option of up to one (1) additional year if deemed necessary by the individual's physician.

E. PARENTAL LEAVE

The Board agrees to provide bargaining unit members a child care leave of absence, without pay, as set forth below:

1. The child care leave shall be for not less than the balance of the semester and not more than the remainder of the school year in which the birth of a child is expected unless such leave is earlier terminated as hereinafter provided.
2. The leave shall be extended for one (1) additional school year upon request of the employee to the Board.
3. A teacher who is adopting a child of less than four (4) years of age shall be entitled to leave under this section.
4. A bargaining unit member must give the Board notice on or before April 1 whether or not the bargaining unit member will return for the subsequent school year. Failure to provide such notice shall be considered a resignation and may be acted upon by the Board at its next meeting after April 1.

F. ASSUALT LEAVE

A small group teacher who is required to be absent due to disability resulting from an unprovoked assault which occurs while performing his/her assigned duties shall be eligible to receive assault leave. Such leave shall be granted under the following conditions:

1. A signed statement of the occurrence is submitted to the Superintendent which reflects, if applicable, any civic charges having been filed.
2. Assault leave up to sixty (60) days shall require a physician's statement. Assault leave will not exceed sixty (60) school days.
3. Payment equal to the bargaining unit member's regular rate will be adjusted to accommodate any Workman's Compensation payment or any publicly funded disability benefit.
4. Falsification of either the signed statement or the physician's certification is grounds for termination of employment.

G. RIGHTS WHILE ON LEAVE

Any bargaining unit member on an unpaid leave of absence shall be entitled to request and receive the right to continue to be covered by all insurance, provided such member pays to the Treasurer of the Board in advance each month the full amount of the monthly insurance plan premium for such coverage and providing the insurance carrier allows such coverage. Any over-payment of premium shall be refunded upon termination of leave.

H. EARLY TERMINATION OF LEAVE

An employee may request any early termination of his/her leave of absence. Upon written request, the employee may be reinstated. Reinstatement shall take place no later than the beginning of the next school year following the request.

I. REINSTATEMENT

Following a leave of absence, the employee shall be placed in the same position or an equivalent position.

J. Family Medical Leave

The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, as set for herein below.

Any leave taken by a bargaining unit member, whether paid or unpaid, for the following reasons, shall be applied against the bargaining unit members' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with first use of the leave. The twelve (12) weeks begin with the first day used, even if prior to the birth of the child. The twelve (12) weeks include only days on the school calendar. The annual period shall be from July 1 to June 30.

The birth of a son or daughter, and to care for the newborn child;

The placement with the bargaining unit member of a son or daughter for adoption or foster care;

To care for the bargaining unit member's spouse, son, daughter, or parent with a serious health condition; and,

Because of a serious health condition that makes the bargaining unit member unable to perform the functions of his/her job.

The annual twelve (12) month period shall commence and be measured forward from the date the bargaining unit member first used the leave set forth above.

Any provision under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

Eligible bargaining unit members will be required to certify his/her request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible. Eligible bargaining unit members will be required to recertify his/her request for FMLA leave every thirty (30) days.

FMLA events which continue two (2) weeks or more will require completion of a WH380 Form.

Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

Bargaining unit members will be obligated to pay the Board for his/her share of health care premiums on the regular pay day. The Board will cease to pay the Board's share of the premium if the bargaining unit member's payment is more than thirty (30) days late.

#### K. SPECIAL PERMISSION FOR ABSENCE

Unusual circumstances may require a bargaining unit member to be absent for reasons not foreseen in any other leave policies; therefore the Superintendent shall have the discretionary authority to grant permission for absence for other justifiable reasons.

### X. REDUCTION IN STAFF

- A. When the Board deems it necessary to reduce staff in the bargaining unit positions, it shall do so for declining enrollment in the district or among students served by Group Teachers, territorial changes affecting the district boundaries, Group Teachers returning from leave, financial reasons and in accordance with applicable law. Reduction in staff shall take place only within the group of bargaining unit members and all displacement and recall rights shall be determined only within in the group of bargaining unit members.

Reduction notices shall be distributed at least thirty (30) calendar days prior to the effective date of the reduction in staff.

The Superintendent shall provide the president written notice of any contemplated reduction prior to any public recommendation.

#### B. RECALL RIGHTS

1. Teachers whose continuing contracts are suspended under this Article shall have the right to restoration to continuing service status in the order of seniority of service in the district if and when bargaining unit positions become vacant or are created.
2. Bargaining unit members who have ten (10) years or more seniority with the District as of the date of Board action laying off such employees shall remain on the recall list for forty-eight (48) months.
3. Those bargaining unit members hired prior to July 1, 2011 and have less than three (3) years of seniority with the District or bargaining unit members who have less than ten (10) years seniority with the District, but who have more than three or more years of seniority with the District shall remain on the recall list for a period of time equal to their seniority with the District, not to exceed thirty-six (36) months from the date of Board action laying off such employees.
4. Those bargaining unit members hired after July 1, 2011 who have less than three (3) years of seniority with the District shall remain on the recall list for twelve (12) months from the date of Board action laying off such employees.
5. For purposes of determining seniority, length of service as a group teacher shall be the only consideration.
6. A list of all Group Teachers in the system by contract status and continuous years of system-wide service in Massillon will be provided to the Association President by January 31 annually.

C. IMPLEMENTING A REDUCTION IN STAFF

The parties agree that any early retirement incentive available to STRS members in the district is applicable to bargaining unit members.

**XI. COMPENSATION AND RELATED BENEFITS**

A. SALARY

1. See attached salary schedule effective July 1, 2010 to June 30, 2011.
2. Experience shall include all years as a small group instructor and a public school and/or parochial school teacher.
3. No bargaining unit member shall be eligible for any step increase for the 2012-13 school year or the 2013-14 school year.

B. PAYMENT SCHEDULES

All Group Teachers shall receive their pay in 26 bi-weekly pays, over a 12 month period, 24 bi-weekly pays if negotiated into all other bargaining unit agreements.

C. STATE TEACHERS RETIREMENT SYSTEM

The parties agree that any deductions available to certified teaching staff in the district are applicable to bargaining unit members.

D. INSURANCE BENEFITS

Members of the bargaining unit shall receive life, health, dental and eye care insurance equal to all other non-administrative certified/licensed personnel in the Massillon district. Descriptions and information of said insurance policies will be provided to individual bargaining unit members in a timely fashion as well as any individual authorizations to be signed. SGT's are aware of and accept the 2/18/10 COG insurance language.

E. LIFE INSURANCE

The board will pay 100% of the premiums for term life insurance and accidental death and dismemberment insurance for each bargaining unit member equal to all other non-administrative certified/licensed personnel in the Massillon district.

F. HEALTH/ DENTAL INSURANCE

The Board will pay 100% of the premium and any increase thereof for both employee and family coverage dental, whichever is designated by the bargaining unit member.

The Board will pay 90% of the premium and any increase thereof for both employee and family coverage, whichever is designated by the bargaining unit member.

The employee contribution shall be sheltered in the COG Section 125 plan, at the employee's election.

G. CERTIFICATE/LICENSE REIMBURSEMENT

The board shall reimburse all bargaining unit members for all certificate/license application and renewal fees within thirty (30) days of submission of the proof of expenditure. However, should a bargaining unit member voluntarily terminate his/her employment with the district by way of resignation during the life of this Master Agreement, any reimbursement paid under this section will be deducted on a pro-rated basis from the bargaining member's last paycheck.

H. TUITION/CEU REIMBURSEMENT

The Board shall budget a special fund of \$1400.00 each fiscal year to reimburse bargaining unit members for earned college credit, or approved CEU hours subject to the following conditions:

1. The courses shall be approved on a first apply/first approval basis.
2. The teacher shall have taught in the Massillon School District for a minimum of three (3) years.
3. The college course must be at the graduate level from an accredited institution and it must be pre-approved by the Superintendent or his designee. Courses or approved CEU hours must be directly related to the member's current field or present certification or licensure. The bargaining unit member must demonstrate that the course fits the above description.
4. Distance learning through an accredited institution is applicable and must be pre-approved by the Superintendent
5. The rate of reimbursement shall be as follows: \$110.00 per semester hour, \$55.00 per quarter hour, and \$37.00 per CEU. Reimbursement will not be paid in excess of the actual tuition rate.
6. Maximum reimbursement per request will be for four (4) semester hours, or six (6) quarter hours, or eight (8) CEU's.
7. An official transcript or recognized proof of course or CEU completion reflecting an earned grade of "B" or better, or a "pass" on a pass/fail, or a completion certificate must be submitted to the Superintendent no later than May 31 or two weeks after the course's completion.
8. Any Board or LPDC required course will be paid at 100% and not be charged against the maximum above.

I. ATTENDANCE INCENTIVE.

1. An attendance incentive shall be paid to an individual based on the following:

Perfect attendance during a semester = \$125  
Perfect attendance during an entire school year = additional \$100  
1-2 days missed during a semester = \$100

Professional leave and jury duty shall not count as absences for purposes of this section.

5. Attendance incentives shall be paid to the bargaining unit member during the month of August. Said payment(s) shall be treated as regular income, subject to the appropriate

withholding taxes, except for STRS withholding (STRS does not permit this type of incentive to be credited toward an employee's earnings).

J. SEVERANCE PAY

Upon retirement, after adoption of this policy, as hereinafter defined, Group Teachers shall be entitled to one-fourth (1/4) of their total accumulated and unused sick leave at the time of retirement up to a maximum of 78 days all at the per diem rate at the time of retirement. "Retirement" shall be defined to mean eligibility for retirement for benefits under the State Teacher's Retirement System. Within the meaning of this policy, an individual may "retire" once only. Retirement from another district shall make an individual ineligible for this benefit. This policy does not apply to anyone who left the system prior to its adoption.

Severance Enhancement

The bargaining unit member must submit written notice of his/her intent to retire to the Superintendent or Treasurer no later than April 1 of the year in which he/she intends to retire.

The bargaining unit member must, in fact retire into STRS, as indicated.

Enhancement

Any eligible bargaining unit member who elects to retire into STRS shall receive \$400 for each year of teaching service in the Massillon City School District.

A member must submit written notice of his/her intent to retire to the Superintendent or Treasurer no later than April 1 of the year in which he/she intends to retire.

There shall be a Memorandum reflecting participation in ERIP as STRS members.

K. SURVIVOR BENEFIT

The board shall provide a member of the bargaining unit's designated beneficiary with a survivor benefit should the member of the bargaining unit die while employed by the Massillon City Schools. This benefit shall only be available to members of the bargaining unit with ten (10) years of service in the Massillon School District. The amount of the survivor benefit shall be equal to one-fourth (1/4) of the bargaining unit member's accumulated sick leave, up to a maximum of 120 days, at the bargaining unit member's current per diem rate of pay.

**XII. GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. A "grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of the Master Contract.
2. "Days" shall mean calendar days.

#### B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. A grievant at his sole choosing may appear on his own behalf or may be represented at any and all steps of the grievance procedure by the Association.
2. The Association shall receive prior notice of each meeting held to resolve a formal grievance. Decisions rendered at each formal level will be made in writing and will be transmitted promptly to all parties, to the Association and to the administrator involved.
3. The fact that a bargaining unit member files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers or any member of the Board or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

#### C. TIME LIMITS

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties.
2. If a formal grievance (Level II) is not filed within thirty (30) days after the act or condition giving rise to the grievance, the grievance shall be considered waived, except where the act or condition is repeated, the time shall run from the last time the act or condition occurs.
3. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at the step and further appeal shall be barred.
4. Failure of an administrator to communicate a decision within the specified time limit, at any level, shall permit the grievant to proceed to the next level of the grievance procedure.
5. In the event a grievance cannot be resolved because of the commencement of the winter or spring recess, further attempts at resolution shall be postponed until the return to school following the recess, unless the parties otherwise agree. The parties shall so agree where irreparable injury would result from a postponement.

6. The temporary absence of a principal or the Superintendent shall toll the running of the days during the absence of such principal or Superintendent but in no case for more than seven (7) additional days.
7. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend.
8. Any issue regarding salary or fringe benefits shall be initiated on Level III.

#### D. GRIEVANCE PROCEDURE

1. Level I: (Informal)

If a member of the bargaining unit believes there is a basis for a grievance, he must first submit the formal grievance form Appendix C to his principal or immediate supervisor and discuss the matter with his principal or immediate supervisor in an effort to resolve the problem informally.

2. Level II: (Formal)

If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his control to discuss the matter with his principal or immediate supervisor within the time limit prescribed in C 2, he may begin formal procedure by submitting the formal grievance form Appendix C to his principal or immediate supervisor. Within seven (7) days of receipt of the form, the principal or immediate supervisor shall hold a meeting and make a written decision. The decision reached at this meeting will be recorded as Level II on Appendix C and signed by both parties.

3. Level III: (Formal)

If the grievant is not satisfied with the results of Level II, he may continue the formal procedure by submitting the formal grievance to the Superintendent or his designee within seven (7) days after receipt of the Level II decision. Within seven (7) days of receipt of the form, the Superintendent shall hold a meeting and make a written decision. The decision reached at this meeting will be recorded as Level III on Appendix C and signed by both parties.

4. Level IV: (Formal)

If the Association is not satisfied with the Level III decision, then a request for binding arbitration may follow within seven (7) days of the Level III decision. Either party or the parties jointly may petition a list of names. The arbitrator shall be selected pursuant to American Arbitration Labor Association rules, including the Expedited labor Arbitration Rules.

The arbitrator's powers shall be limited to deciding whether the Board or administration has violated or misapplied the specific provision of this contract.

The cost of the arbitration including the arbitrator's fee and hearing transcript shall be borne by the losing party.

### **XIII. DRUG FREE WORKPLACE**

The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing, possession, use and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

### **XIV. REHIRING/HIRING RETIREES**

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If such individual is hired / rehired, the following terms and conditions shall govern:

The individual shall be issued a one year limited contract, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law. Further reemployment requires affirmative Board action.

Neither 3319.111 ORC (Evaluation), 3319.11 ORC (Non-renewal), nor 3319.17 ORC (Reduction in Force) shall apply.

The Board, at its sole discretion, may offer insurance benefits.

The employee waives any rights he/she may have to accrue to severance pay either under Ohio law, board policy or a collective bargaining agreement.

The employee agrees to be placed on the Association of Group Teacher's salary schedule at a step and as if he/she was a new hire to the district, i.e. five years experience and five years military to a maximum of ten. Effective for employees hired for the first time as a rehired employee on or after July 1 2006, the employee shall not advance from this Step.

The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:

- Article VIII – Evaluation
- Article VI – Contracts and Assignments
- Article X – Reduction in Force

Article XI – Insurance  
Article XI – Severance Pay / Incentive

## **XV. MENTOR / RESIDENT EDUCATOR PROGRAM**

The Transition Resident Educator and Resident Educator Program shall include both a formal program of support, including mentoring to foster professional growth of the individual and assessment of the performance of the beginning teacher.

### **A. DEFINITIONS**

For purposes of this agreement, the pertinent terms shall be defined as follows:

Level I Mentor – a member of the bargaining unit, trained in a program aligned with Ohio’s performance based assessment, volunteering, and selected to provide professional support to an individual in the first year of employment under a valid Ohio classroom teaching certificate/license.

Level II Mentor – a member of the bargaining unit, trained in a program aligned with Ohio’s performance based assessment, volunteering, and selected to provide professional support to a Level II Mentee.

Resident Educator – a member of the bargaining unit in the first year of employment under a valid Ohio classroom teaching certificate/license.

Level II Mentee – a member of the bargaining unit that is moving from a regular education position to a special education position, moving from a special education position to a regular education position, or an experienced teacher in the first year of employment in the Massillon school district.

Resident Educator Program – a formal program of support, including mentoring, to foster professional growth of an individual. The Resident Educator Program shall be one academic year in length which shall include a minimum of one hundred twenty (120) school days.

### **B. MENTOR SELECTION PROCESS**

Mentors shall possess the following eligibility requirements:

Experience and certification appropriate to the assignment of the entry-year person.

Knowledge, skills, attitudes and values deemed essential for becoming an effective mentor.

Reassignment may be requested by either the mentor or the Resident Educator. Such a request shall be presented in writing to the Superintendent. The Superintendent and the Entry-Year

Committee will then consider reassignment. Mentors shall complete the one or two day Instructional meeting prescribed by the State.

C. LEVEL I MENTOR RESPONSIBILITIES

It will be the responsibility of the assigned mentor teacher to:

1. Attend the New Teacher Orientation held before the school year begins.
2. Attend four (4), one hour Mentor Meetings held after school.
3. Meet with and professionally support your Entry-Year Teacher using time not during the instructional day (i.e. before school, after school, lunch)
4. Work through the Coaching for Licensure manual in its entirety to assist the Entry-Year Teacher in meeting his/her needs in the first year of employment under a Provisional License.
5. Sign and date the verification forms for each criterion and return to the Lead Mentor.
6. Conduct one (1) complete Pathwise observation and provide non-evaluative feedback to the Entry-Year Teacher before he/she is to be assessed by a Praxis Assessor.
7. Conduct at least four (4) classroom observations (at least 20 minutes) focusing on a criterion chosen either by the Entry-Year Teacher or Mentor.
8. Not take part in the evaluation process of the Entry-Year teacher.
9. Assure confidentiality with the Entry-Year Teacher.
10. Assist in the evaluation of various aspects of the Entry-Year Program.

D. LEVEL II MENTOR RESPONSIBILITIES

It will be the responsibility of the mentor teacher to:

1. Attend four (4), one hour Mentor Meetings held after school.
2. Meet with and professionally support your Entry-Year Teacher using time
3. Not during the instruction day (i.e. before school, after school, lunch)
4. Work through the Coaching for Licensure manual in its entirety to assist the teacher in meeting the professional needs of the teacher.

5. Sign and date the verification forms for each criterion.
6. Conduct at least two (2) classroom observations (at least 20 minutes) focusing on a criterion chosen either by the teacher or Mentor Teacher.
7. Not take part in the evaluation process of the Entry-Year teacher.
8. Assure confidentiality with the Entry-Year Teacher.
9. Assist in the evaluation of various aspects of the Entry-Year Program.

E. ENTRY-YEAR RESPONSIBILITIES

1. It will be the responsibility of the Entry-Year Teacher to:  
  
Attend New Teacher Orientation  
  
Attend New Teacher Academy  
  
Meet with the Mentor Teacher on a regular basis to work through the Coaching for Licensure manual in its entirety.
2. Take part in one complete Pathwise observation before the performance based assessment required by the Ohio Department of Education is scheduled.
3. Allow for the Mentor Teacher to conduct at least four classroom observations (at least 20 minutes) focusing on a criterion chosen by the Entry-Year Teacher or the Mentor Teacher  
  
Seek assistance from the mentor teacher as needed.  
  
Assist in the evaluation of various aspects of the Entry-Year Program.

F. LEVEL II MENTEE RESPONSIBILITIES

1. It will be the responsibility of the Level II Mentee to:
  - a. Meet with the Level II Mentor Teacher on a regular basis to work through the Coaching for Licensure manual in its entirety.
  - b. Allow for the Level II Mentor Teacher to conduct at least two (2) classroom observations (at least 20 minutes) focusing on a criterion chosen by the Level II Mentee or the Level II Mentor Teacher.
  - c. Interact with the Level II Mentor Teacher and other colleagues in the district.

- d. Seek assistance for the Level II Mentor Teacher as needed.
- e. Assist in the evaluation of various aspects of the Entry-Year Program.

G. COMPENSATION

1. A Level I Mentor shall be paid at the rate of 5% of the BA base salary per Entry-Year Teacher per year. Only those mentors who are actually assigned an entry-year person will be paid and are required to comply with the Mentor Responsibilities listed in C.
2. A Level II Mentor shall be paid at the rate of 2.5% of the BA base salary per Level II Mentee per year. Only those mentors who are actually assigned a Mentee will be paid and are required to comply with the Mentor Responsibilities listed in D.
3. Mentor II positions shall be recommended by the Superintendent or designee and compensation shall be pro-rated.
4. Payment for a Level I Mentor and a Level II Mentor is scheduled at the end of the first semester and at the end of the second semester and will be granted after completion of mentor responsibilities.
5. If a member of this bargaining unit mentors a member of the MEA bargaining unit (which would occur only if no MEA member was available and qualified) the member of this unit will be paid using the MEA salary schedule base.

**XVI. ENTIRE AGREEMENT**

This agreement constitutes the entire negotiated agreement between the Board and the AGT and supersedes and cancels all previous agreements, verbal or written or based on alleged practices. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the Board or the AGT.

If, during the term of this Master Agreement, there is a change in any applicable State or Federal law which requires the Board to develop policies that affect a mandatory subject of bargaining pursuant to ORC 4117, then the parties will meet to negotiate with respect thereto within sixty (60) days by demand of either party. In addition, if during the term of this Agreement the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

When impasse is reached over items not contained in the contract, the Board may implement its last best offer. The Board is not required to participate in the dispute resolution process prior to Board implementation.

Except to the extent it is otherwise provided for in this Agreement, it shall become effective July 1, 2011 and shall continue in full force and effect through June 30, 2014, provided the Board President, the Superintendent and the Treasurer determine they are able and do execute the fiscal officer certificate of adequate revenues required by O.R.C. Section 5705.412 no later than April 15, 2013, in which case the contract shall be continued in accordance with the provisions above through June 30, 2014. If the certificate cannot be executed, this Agreement shall expire on June 30, 2013 and negotiations shall be reopened for the 2013-14 school year.

By: ASSOCIATION OF GROUP TEACHERS

*Nicole Poston*  
President

*Nicole Poston*  
Vice President/Treasurer

*Amy Rousso*  
Secretary

By: MASSILLON BOARD OF EDUCATION

*Marshall Wenzel*  
President

*Richard Hoodright*  
Superintendent

*Thomas*  
Treasurer

**JULY 1, 2010 - JUNE 30, 2011**

**1.01      \$    25,251**

YEARS OF SERVICE	1 BA		2 BA15		3 MA	
	Dollar		Dollar		Dollar	
	Percent	Amount	Percent	Amount	Percent	Amount
0	100.00%	\$ 25,251	104.30%	\$ 26,337	113.00%	\$ 28,534
1	104.80%	\$ 26,463	109.60%	\$ 27,675	118.30%	\$ 29,872
2	109.60%	\$ 27,675	114.90%	\$ 29,013	123.60%	\$ 31,210
3	114.40%	\$ 28,887	120.20%	\$ 30,352	128.90%	\$ 32,549
4	119.20%	\$ 30,099	125.50%	\$ 31,690	134.20%	\$ 33,887
5	124.00%	\$ 31,311	130.80%	\$ 33,028	139.50%	\$ 35,225
6	128.80%	\$ 32,523	136.10%	\$ 34,367	144.80%	\$ 36,563
7	133.60%	\$ 33,735	141.40%	\$ 35,705	150.10%	\$ 37,902
8	138.40%	\$ 34,947	146.70%	\$ 37,043	155.40%	\$ 39,240
9	143.20%	\$ 36,159	152.00%	\$ 38,382	160.70%	\$ 40,578
10	148.00%	\$ 37,371	157.30%	\$ 39,720	166.00%	\$ 41,917
11	152.80%	\$ 38,584	162.60%	\$ 41,058	171.30%	\$ 43,255
12	157.60%	\$ 39,796	167.90%	\$ 42,396	176.60%	\$ 44,593
13	162.40%	\$ 41,008	173.20%	\$ 43,735	181.90%	\$ 45,932
14	167.20%	\$ 42,220	178.50%	\$ 45,073	187.20%	\$ 47,270
15	167.20%	\$ 42,220	178.50%	\$ 45,073	187.20%	\$ 47,270
16	167.20%	\$ 42,220	178.50%	\$ 45,073	187.20%	\$ 47,270
17	167.20%	\$ 42,220	178.50%	\$ 45,073	187.20%	\$ 47,270
18	172.00%	\$ 43,432	183.80%	\$ 46,411	192.50%	\$ 48,608
19	172.00%	\$ 43,432	183.80%	\$ 46,411	192.50%	\$ 48,608
20	172.00%	\$ 43,432	183.80%	\$ 46,411	192.50%	\$ 48,608
21	172.00%	\$ 43,432	183.80%	\$ 46,411	192.50%	\$ 48,608
22	176.80%	\$ 44,644	189.10%	\$ 47,750	197.80%	\$ 49,946
23	176.80%	\$ 44,644	189.10%	\$ 47,750	197.80%	\$ 49,946
24	176.80%	\$ 44,644	189.10%	\$ 47,750	197.80%	\$ 49,946
25	176.80%	\$ 44,644	189.10%	\$ 47,750	197.80%	\$ 49,946
26	181.60%	\$ 45,856	194.40%	\$ 49,088	203.10%	\$ 51,285

**Appendix A**

**Massillon City School District  
Teacher Observation Form**

School: \_\_\_\_\_  
Date of Visit: \_\_\_\_\_  
Teacher: \_\_\_\_\_ Class: \_\_\_\_\_  
Hour: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

1. Describe observed lesson being taught.
  
2. Describe Classroom Management.
  
3. Comment on methods, techniques, and procedures.
  
4. Points of strength.
  
5. Areas in need of improvement.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*Please use other side for comments or attach a separate sheet.

**Appendix B**

Massillon City School District  
TEACHER EVALUATION

Name \_\_\_\_\_ School Year \_\_\_\_\_

Subject/Grade \_\_\_\_\_

School \_\_\_\_\_

Assignment \_\_\_\_\_

First Observation (Date) \_\_\_\_\_ Time (In) \_\_\_\_\_ Time (Out) \_\_\_\_\_

Second Observation (Date) \_\_\_\_\_ Time (In) \_\_\_\_\_ Time (Out) \_\_\_\_\_

All Domains: Observed and/or Documented	Exceeds Expectations	Meets Expectations	Needs Improvement	Not Observed	Comments
Domain A: Planning & Preparation					
A. Demonstrates knowledge and use of content and pedagogy					
B. Demonstrates knowledge of students					
C. Selects instructional goals supported by IEP					
D. Demonstrates knowledge and use of resources					
E. Designs coherent instruction					
F. Assesses student learning					
G. Utilizes PAC (planning, assessment, conference) time effectively for class					

All Domains: Observed and/or Documented	Exceeds Expectations	Meets Expectations	Needs Improvement	Not Observed	Comments
Domain B: Classroom Environment					
A. Creates an environment of respect and rapport					
B. Establishes a culture for learning					
C. Manages classroom procedure where applicable					
D. Manages student behavior					
E. Organizes physical space					
F. Promotes a pleasant physical climate					
Domain C: Instruction					
A. Presents learning goals and instructional procedures that are clear and accurate					
B. Makes content comprehensible to students					
C. Encourages students to extend their thinking					
D. Monitors students' understanding of content through a variety of means					
E. Provides feedback to students					
F. Regulates learning activities throughout the lesson					
G. Utilizes instructional time wisely					
H. Demonstrates accurate and current knowledge of subject matter					

All Domains: Observed and/or Documented	Exceeds Expectations	Meets Expectations	Needs Improvement	Not Observed	Comments
Domain D. Professional Responsibilities					
A. Reflects on teaching					
B. Maintains accurate records					
C. Communicates with families					
D. Follows established policies of the school and district					
E. Grows and develops professionally					
F. Shows professionalism through appearance, action and speech					
G. Shows interest in individual students					
H. Utilizes technology for assessment, attendance, communicating with parents, and to support instruction					
I. Remains with the students during assigned duties (inside and outside)					
J. Does not leave his/her student(s) unsupervised					

Improvements needed:

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Specific recommendations regarding improvements needed:

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Means by which teacher can obtain assistance to make improvements:

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Employment

Recommendation: \_\_\_\_\_

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

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

Administrator's Signature: \_\_\_\_\_

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

Appendix C

AGT  
GRIEVANCE FORM

LEVEL  
I II III IV  
(Circle one)

Submitted to \_\_\_\_\_

Date \_\_\_\_\_

Received by \_\_\_\_\_

Date \_\_\_\_\_

Grievant's Name \_\_\_\_\_

Building \_\_\_\_\_ Union Representative \_\_\_\_\_

**Specific Article alleged to be violated, which includes Place, Date, Time, and  
Comments of Grievant:**

Disposition:

Signed \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Redress Requested \_\_\_\_\_ Redress Comments Attached \_\_\_\_\_

Submitted to \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_