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EMPLOYMENT
RELATIONS BOARD
MASTER AGREEMENT
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Between

THE BOARD OF EDUCATION

Of the

MASSILLON CITY SCHOOL DISTRICT
(Stark County, Ohio)

And the
MASSILLON EDUCATION ASSOCIATION

Effective

June 29, 2011
through
June 30, 2014

Dependent upon Fiscal Certificate (5705.412)
For Fiscal Year 2014

80

TABLE OF CONTENTS

	Page
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - RESPONSIBILITIES AND RIGHTS OF THE BOARD/ADMINISTRATION	3
ARTICLE 3 - COMMON PURPOSE CLAUSE	5
ARTICLE 4 - ACADEMIC FREEDOM	5
ARTICLE 5 - ASSOCIATION RIGHTS	5
ARTICLE 6 - TEACHER RIGHTS	6
ARTICLE 7 - NEGOTIATIONS PROCEDURE	7
ARTICLE 8 - EMPLOYMENT PRACTICES AND CONDITIONS	9
ARTICLE 9 - MENTOR PROGRAM	10
ARTICLE 10 - MISCELLANEOUS	15
ARTICLE 11 - WORK SCHEDULES	25
ARTICLE 12 - EVALUATION	28
ARTICLE 13 - TEXTBOOK CHANGES AND STAFF DEVELOPMENT	29
ARTICLE 14 - LEAVES OF ABSENCE	30
ARTICLE 15 - CONTRACTS AND ASSIGNMENTS	36
ARTICLE 16 - REDUCTION IN STAFF	41
ARTICLE 17 - COMPENSATION AND RELATED BENEFITS	44
ARTICLE 18 - FAIR SHARE FEE	65
ARTICLE 19 - GRIEVANCE PROCEDURE	67
ARTICLE 20 - INTERNAL COMPLAINT PROCEDURE	70
ARTICLE 21 - CITIZEN COMPLAINTS	71
ARTICLE 22 - GRADING POLICY	71
ARTICLE 23 - DRUG FREE WORKPLACE	71
ARTICLE 24 - INDEPENDENT STUDY CLASS	72
ARTICLE 25 - CLASS SIZE	72
ARTICLE 26 - SMOKE-FREE WORKPLACE	72
ARTICLE 27 - LIABILITY SETTLEMENTS	72
ARTICLE 28 - OCCUPATIONAL SAFETY AND HEALTH	73
ARTICLE 29 - REHIRING/HIRING RETIREES	73

TABLE OF CONTENTS
(continued)

	Page
ARTICLE 30 - ENTIRE AGREEMENT.....	74
ARTICLE 31 - DURATION.....	76
GRIEVANCE FORM -	78

ARTICLE 1 - RECOGNITION

- 1.01 The Massillon City Board of Education, hereinafter "Board," recognizes the Massillon Education Association/Ohio Education Association/National Education Association, hereinafter "Association," as the sole and exclusive representative of all members of the bargaining unit, as follows:
- 1.011 To represent the members of the bargaining unit to the Board and the Superintendent, and Administrators.
 - 1.012 To be given upon request all information, statistics, and records deemed to be relevant to negotiations and/or proper enforcement of the terms of these policies.
 - 1.013 To have a representative of the Association as a platform guest at the first orientation meeting for new teachers and such representative shall be extended, the right to speak, but not to recruit members.
 - 1.014 The Board and Administration shall not contribute to the creation or growth of rival teacher organizations.
 - 1.015 The bargaining unit is composed of the following regularly employed, full or part-time, salaried certificated personnel: Classroom teachers, art, music and physical education specialists, librarians, guidance counselors, speech and hearing pathologists, nurses, and similar personnel assigned to non-public schools, but excluding all management level employees, supervisors, confidential employees, tutors, substitute teachers, and psychologists. Management level employees, supervisors, and confidential employees are those personnel who meet the requirements of O.R.C. 4117.01.
- 1.02 Members of the bargaining unit shall have the right to join, or not to join any professional organization. Membership in any organization shall not be a condition of employment in the Massillon City School District.

ARTICLE 2 - RESPONSIBILITIES AND RIGHTS OF THE BOARD/ADMINISTRATION

- 2.01 It is mutually agreed that the Board, under law, has the final responsibility of adopting policies for the certificated staff and all other employees of the Massillon City Schools, subject to the provisions of the Master Agreement.
- 2.02 The Superintendent and the administrative staff have the responsibility of administering the policies established, subject to the provisions of the Master Agreement.

- 2.03 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in O.R.C. 4117.05. These include:
- 2.031 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - 2.032 Direct, supervise, evaluate, or hire employees;
 - 2.033 Maintain and improve the efficiency and effectiveness of governmental operations;
 - 2.034 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - 2.035 Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
 - 2.036 Determine the adequacy of the work force;
 - 2.037 Determine the overall mission of the employer as a unit of government;
 - 2.038 Effectively manage the work force;
 - 2.039 Take actions to carry out the mission of the public employer as a governmental unit.
- 2.04 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.
- 2.05 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.

ARTICLE 3 - COMMON PURPOSE CLAUSE

- 3.01 The Board, Association, and Administration mutually agree to work toward solutions to common problems affecting the school program.

ARTICLE 4 - ACADEMIC FREEDOM

- 4.01 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 teachers to explore, present, and discuss controversial issues and divergent points of view as long as the subject is relevant and germane to the teacher's assigned area of instruction.

ARTICLE 5 - ASSOCIATION RIGHTS

- 5.01 Association shall:

- 5.011 Continue to have an official spokesperson present at the official meetings of the Board with the right to speak for the Association and its members. However, mandatory subjects of bargaining shall be reserved for the bargaining process.
- 5.012 Have the right to insert materials in the bargaining unit members' mailboxes.
- 5.013 Make use of the existing bulletin boards that are accessible to all bargaining unit members for Association communications.
- 5.014 Be given reasonable time at each faculty meeting for announcements by Association representatives.
- 5.015 Have announcements over the public address system of the school, if read, read by the principal as submitted in writing prior to the usual announcement time.
- 5.016 Have the right to use the inter-school mail service for Association communications.
- 5.017 Have the right to payroll deductions as provided for herein.
- 5.018 Be provided the names and addresses of newly employed bargaining unit members following Board approval of their contracts in accordance with law.

- 5.019 Have the right to hold general membership meetings, committee meetings and building membership meetings on school property at reasonable times and so long as there is no cost to the Board.
- 5.0110 Have its opinion and input considered in a meaningful way by the District during the formative process, development and implementation of levies and bond issues to the extent permitted by law.

ARTICLE 6 - TEACHER RIGHTS

6.01 School Facilities

- 6.011 Bargaining unit members shall work under safe and healthful conditions.
- 6.012 A desk and clothing facility shall be available for each teacher.
- 6.013 Eventually, each school shall be provided with at least one faculty lounge per twenty (20) regularly assigned bargaining unit members. However, additional lounges over the current number, as of 1/1/00, shall be within space and budgetary considerations.
- 6.014 Adequate audio-visual equipment shall be available at each school.
- 6.015 The District will make available at least one (1) telephone with outside lines in an area where private conversations can be conducted.

6.02 Personnel Records

- 6.021 There shall be only one official personnel file per bargaining unit member. Evaluations, disciplinary action or other employment considerations shall only be taken based upon information that is contained in the bargaining unit member's official personnel file. Such documentation may be placed in the file simultaneously with the evaluation or action. Evaluations, disciplinary action or other employment considerations shall occur only as a printed, non-electronic form.
- 6.022 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 part of the folder. These and other personnel

records shall be filed in the Office of the Superintendent. After five (5) years a bargaining unit member may meet with the Superintendent to review their file. If there were no further incidents of a similar nature a letter stating so will be included in the file.

- 6.023 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 record prior to the material becoming part of the permanent file. The member of the bargaining unit shall acknowledge that he has read the material by initialing the copy to be filed. He shall also have the opportunity to reply to such derogatory material in a written statement to be attached to the filed copy.
- 6.024 Anonymous letters or materials shall not be placed in any members file nor shall they be made a matter of record.
- 6.025 Upon written request any member of the bargaining unit may review his personnel folder with the Superintendent of Schools or his designee, 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 has read the material by initialing each item of the index.
- 6.026 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.
- 6.027 There shall be no document in the personnel file or any other repository that is not accurate, relevant, complete, or identifiable as to source.

ARTICLE 7 - NEGOTIATIONS PROCEDURE

7.01 Initiating Negotiations

- 7.011 Requests to initiate negotiations from the Association will be made in writing directly to the Superintendent of the District. Such requests from the Board will be made in writing to the Association President. Such request shall not be accepted earlier than 90 or later than 60 days prior to the expiration of the current agreement.
- 7.012 Negotiation Meetings

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.

7.013 Representation

Representation should be limited to no more than seven (7) representatives each of the Board and the Association.

7.014 Information

7.0141 The Board and Superintendent agree to make available to the Association's negotiation committee, upon request and in reasonable time both prior to and during negotiations, available public information concerning financial resources of the District and such other public information as requested by the Association.

7.0142 The Association agrees to furnish all available public information on its proposals upon request of the Board's negotiation team.

7.015 While Negotiations Are In Progress

7.0151 Recesses

The spokesperson for either group may recess for independent caucus at any time.

7.0152 Courtesy (Protocol)

No action to coerce or censor or penalize any negotiating participant shall be made or implied by other members as a result of participation 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.

7.0153 Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by either party. Such initialing shall not constitute final agreement.

7.0154 Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

7.0155 Submission of Issues

The parties agree to mutually exchange initial negotiation proposals prior to the first negotiations session. Once exchanged, neither party shall be permitted to submit any new proposals without mutual agreement of both parties.

7.02 Agreement

7.021 When a total tentative agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association for ratification and then to the Board for formal approval pursuant to the timelines prescribed by ORC 4117.10.

7.022 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. The costs of printing the contract shall be equally shared by the Board and the Association. The Association will receive an additional one hundred (100) copies of the contract above the membership number. The Board will receive an additional fifty (50) copies of the contract for its own use.

7.03 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.

ARTICLE 8 - EMPLOYMENT PRACTICES AND CONDITIONS

8.01 Basic Qualifications

8.011 It is the policy of the Board to employ only bargaining unit members with a minimum of a bachelor's degree with the exception of non-degree teachers presently under contract. The bargaining unit members employed shall possess, or be able to secure, proper certification from the Ohio Department of Education in the subject or subjects to be taught.

8.012 Certain exceptions to the above requirements are permitted under Ohio law and are recognized as it applies to vocational teachers required in vocational training programs.

8.02 Equal Employment Rights

No bargaining unit member will be discriminated against because of race, color, religion, sex, national origin, ancestry, age, handicap, membership or non-membership in the Association or as a result of participation in negotiations, grievances, complaints or other proceedings under this agreement.

8.03 Certificates/Licenses

Any person employed in a bargaining unit position must hold the appropriate certificate/license issued by the Ohio State Department of Education. The Treasurer of the Board cannot legally issue a check for the performance of duties until this certificate/license is placed on file with the Superintendent of Schools unless the certificate/license is being processed. The Treasurer may then issue checks for a period not in excess of sixty (60) days.

8.04 Residency

Should the Board require residence in the Massillon City School District as a condition of employment, such policy shall only apply to prospective employees.

ARTICLE 9 - MENTOR PROGRAM

9.01 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.

9.02 Definitions

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

9.021 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.

- 9.022 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.
- 9.023 Resident Educator – a member of the bargaining unit in the first year of employment under a valid Ohio classroom teaching certificate/license.
- 9.024 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.
- 9.025 Resident Educator Program – a formal program of support, including mentoring, to foster professional growth of an individual.

9.03 Program Development and Screening Committee

A committee of three (3) bargaining unit members appointed by the Association and two (2) administrators shall meet to develop the Resident Educators Program and shall also act as a screening committee to select teachers who will act as Mentor teachers. The Chairperson will be elected at the first meeting and serve for the remainder of that school year. To meet, three-fourths (3/4) of the members of the committee must be present. The committee shall act by majority vote. Recommendations of teacher who will act as Mentor teachers will be forwarded to the Superintendent who will make the final assignment.

9.04 Mentor Selection Process

Mentors shall possess the following eligibility requirements:

- 9.041 Experience and certification appropriate to the assignment of the Resident Educators person.
- 9.042 Knowledge, skills, attitudes and values deemed essential for becoming an effective mentor.
- 9.043 Reassignment may be requested by either the mentor or Resident Educators. Such a request shall be presented in writing to the Superintendent. The Superintendent and the Resident Educators Committee will then consider reassignment.
- 9.044 Mentor shall complete the 1 or 2 day Instructional meeting prescribed by the State.

9.05 Level I Mentor Responsibilities

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

- 9.0511 Attend the New Teacher Orientation held before the school year begins.
- 9.0512 Attend four (4), one hour Mentor Meetings held after school.
- 9.0513 Meet with and professionally support your Resident Educators using time not during the instructional day (i.e., before school, after school, lunch)
- 9.0514 Work through the Coaching for Licensure manual in its entirety to assist the Resident Educators meeting his/her needs in the first year of employment under a Provisional License.
- 9.0515 Sign and date the verification forms for each criterion and return to the Lead Mentor.
- 9.0516 Conduct one (1) complete observation and provide non-evaluative feedback to the Resident Educators before he/she is to be assessed by a Praxis Assessor.
- 9.0517 Conduct at least four (4) classroom observations (at least 20 minutes) focusing on a criterion chosen either by the Resident Educators or Mentor.
- 9.0518 Not take part in the evaluation process of the Resident Educator.
- 9.0519 Assure confidentiality with the Resident Educators.
- 9.0520 Assist in the evaluation of various aspects of the Resident Educators Program.

9.06 Level II Mentor Responsibilities

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

- 9.0611 Attend four (4), one hour Mentor Meetings held after school.

- 9.0612 Meet with and professionally support your Resident Educators using time not during the instruction day (i.e., before school, after school, lunch).
- 9.0613 Work through the Coaching for Licensure manual in its entirety to assist the teacher in meeting the professional needs of the teacher.
- 9.0614 Sign and date the verification forms for each criterion:
- 9.0615 Conduct at least two (2) classroom observations (at least 20 minutes) focusing on a criterion chosen either by the teacher or Mentor Teacher.
- 9.0616 Not take part in the evaluation process of the Resident Educators.
- 9.0617 Assure confidentiality with the Resident Educators.
- 9.0618 Assist in the evaluation of various aspects of the Resident Educators program.

9.07 Entry-Year Responsibilities

- 9.071 It will be the responsibility of the Resident Educators to:
 - 9.0711 Attend New Teacher Orientation
 - 9.0712 Attend New Teacher Academy
 - 9.0713 Meet with the Mentor Teacher on a regular basis to work through the Coaching for Licensure manual in its entirety.
 - 9.0714 Allow for the Mentor Teacher to conduct at least four classroom observations (at least 20 minutes) focusing on a criterion chosen by the Resident Educators or the Mentor Teacher.
 - 9.0715 Interact with the mentor teacher and other entry-year participants.
 - 9.0716 Seek assistance from the mentor teacher as needed.

9.0717 Assist in the evaluation of various aspects of the Resident Educators Program.

9.08 Level II Mentee Responsibilities

9.081 It will be the responsibility of the Level II Mentee to:

9.0811 Meet with the Level II Mentor Teacher on a regular basis to work through the Coaching for Licensure manual in its entirety.

9.0812 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.

9.0813 Interact with the Level II Mentor Teacher and other colleagues in the district.

9.0814 Seek assistance for the Level II Mentor Teacher as needed.

9.0815 Assist in the evaluation of various aspects of the Entry-Year Program.

9.09 Compensation

9.091 A Level I Mentor shall be paid at the rate of 5% of the BA base salary per Resident Educators 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 9.05.

9.092 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 9.06.

9.093 Mentor II positions shall be recommended by the Superintendent or designee and compensation shall be prorated.

9.094 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.

ARTICLE 10 - MISCELLANEOUS

10.01 Policy Concerning Entering A School Building

Each school shall develop its own procedure consistent with Board policy and the law for building safety for students and teachers. The policy concerning entrance into a building and reporting to the office shall be enforced.

10.02 Absence of Principal

At each school building with a single administrator, a head teacher shall be appointed to serve for a full school year. In the absence of the school administrator, during a normal school day, the head teacher shall act as the principal's representative. When the head teacher must assume administrative responsibilities for 1/2 day or longer, a substitute will be hired to take the teacher's classes. The head teacher shall be compensated in accordance with the supplemental salary schedule.

10.03 Procedures for Handling Disturbances, Disorders or Demonstrations

10.031 Procedures have been outlined by the Superintendent or person designated by him for the use of the principals as a guide in the event of a disturbance, disorder or demonstration on or adjacent to school sites, whether caused by individuals or by groups. This shall apply to situations involving pupils, employees of the District and adults who are not employees of the District. Written policies have been developed for the school building by the principal with the cooperation of appointed staff members. Proposed revisions, if any, must be presented to the Superintendent by September 1 of each school year.

10.032 It is recognized that the school principal can and should perform all regulatory functions that are inherent in school life. If a disturbance, disorder, or demonstration should occur that is beyond the capacity of the administration to control, however, it is recognized that the resources of the Massillon Police Department must be utilized to safeguard the welfare of pupils, employees and to protect school facilities.

10.033 The final decision for determining the nature of the problem and when to call for system-wide security measures is the responsibility of the building principal.

10.04 Physical or Verbal Assault

10.041 Verbal - The invective use of words and/or oaths so as to humiliate or embarrass a member of the bargaining unit.

- 10.042 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.
- 10.043 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.
- 10.044 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.
- 10.045 Where a teacher is assaulted by a student, the student shall not be re-admitted to that teacher's class until a conference is held by the principal or person in control of the school building and that teacher.

10.05 Seating Charts, Time Schedules, Lesson Plans and Grade Books

Seating charts, time schedules and lesson plans shall always be available in each classroom. In addition, current lesson plans shall be given to the building principal prior to the beginning of the first day of the school week. When a teacher is absent for more than one week, arrangements must be made to make grade books available to the teachers building principal.

10.06 Building Committees

- 10.061 Building Committees shall be created in an effort to foster communication between the Administration and bargaining unit members at the building level; the Committees shall consist of representatives from each building and their respective building principal. The Superintendent may from time to time participate in such committee meetings. The main functions of the Committee shall be to confer on matters of mutual concern; to keep both parties to this contract informed of changes and developments caused by conditions other than those covered by this contract; to discuss matters pertaining to education related issues; to confer over potential problems in an effort to keep such matters from becoming major in scope.

10.062 Bargaining unit representatives shall be elected by all bargaining unit members from their respective buildings. Each elementary building will elect two (2) representatives, the middle school will elect five (5) representatives, and the high school will elect five (5) representatives. No such representative of the Committee shall serve more than two successive years on this Committee.

10.063 The Committee shall meet no more than once a month; such meeting shall be held between Monday through Friday either before or after school hours.

10.07 Medical Duties

Except for school nurses, no members of the bargaining unit (except in extenuating circumstances) shall be required to perform clinic duty and/or dispense medication to students, unless the bargaining unit member volunteers. However, Head Teachers, when on duty, are excluded from this section.

10.08 Pay for Certificates/Licenses

The Board shall reimburse all bargaining unit members for all certificate/licensure application and renewal fees necessary for their current teaching assignment within 30 days of submission of the proof of expenditure; however, should a bargaining unit member voluntarily terminate his/her employment with the district (via resignation or retirement) during the life of this Master Agreement, the most recent reimbursement paid under this Section will be automatically deducted from the bargaining unit member's last paycheck.

10.09 Pupil Activity Supervision Validation

Requirements of/and Pupil Activity Supervision Validations for coaches shall be provided or paid by the Board, at the discretion of the District. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training and protection in accordance with being identified "at risk."

10.10 Blood Borne Pathogens

Bargaining unit members shall be included as "at risk" for blood borne pathogens and shall receive training and protection accorded those "at risk" and shall be required to attend such training at no additional cost to the Board.

10.11 Notification of Field Experience Students

All affected bargaining unit members will be given at least one workday's advance notice of any visit by a Field Experience Student. The bargaining unit member has the right to decline having the student upon a statement of a reason therefore.

10.12 Notification of Criminal Behavior

When a student is assigned to a bargaining unit member, the administration, if aware, will notify the bargaining unit members 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 a written confirmation that the information has been received by the bargaining unit member. The written confirmation shall be kept by the administrator in charge.

10.13 Non-Teaching Duties

Existing non-teaching duties shall be rotated as equitably as practicable among the staff.

10.14 First Aid Supplies

First aid supplies, including but not limited to gloves, bandages, bacterial solution, will be made available in reasonable quantities to bargaining unit members through the nursing station or building office.

10.15 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.

10.16 Common Planning Time for Teams

Teachers who are required by the administration to team teach shall have at least-one (1) common planning time per week.

10.17 Site Based Management Council

10.171 Definition

A collaborative model whereby decision making regarding some of or all of the aspects of the school function is shared at the building level by the stakeholders of that building.

10.172 Purpose

The Board and the Association recognize that arrangements pursuant to which employees at individual schools are given increased responsibility for making decision can foster the collegial exchange of ideas and information that is beneficial for effective professional practice, and can improve the educational process. Accordingly, the Board and the Association encourage the development and implementation of Site-Based Management arrangements in the School District as the methodology for the effective implementation of the Continuous Improvement Process.

The parties recognized, however, that this model cannot be imposed on employees, but must be nurtured and fostered over a period of time.

10.173 Development and Implementation

10.1731 Effective with the 2000-2001 school year, the District shall identify at least one (1) building to be operated by a Site-Based Management Council (SBMC) as required by Section 3314.20 of the Revised Code as Section 3301-31-10 of the Ohio Administrative Code as set forth herein. The composition of the SBMC for the designated building shall be determined as set forth below:

10.17311 The building principal;

10.17312 Three (3) teachers assigned to the school, two (2) of whom are elected by the teachers of the school and one (1) who is appointed by the Association;

10.17313 The custodian and one (1) other non-teaching staff member assigned to the school and elected by the non-teaching staff of the school;

10.17314 Three (3) parents, each with at least one (1) child enrolled in the school, and elected by the parent organization of that school;

10.17315 Two (2) community agency representatives as selected by a majority of other SBMC members; and

10.17316 The representative of the student body organization of that school, and one other student elected by the student body, both without voting rights.

10.1732 It is recommended that prior to the implementation of Site Based Management beyond the provisions of ORC Section 3314.20, OAC Section 3314-35-10, the Board and the Association should discuss the value and feasibility of commissioning a District wide group to formulate a Site Based Management process for the District. The process should include the

development of guidelines, procedures, and policies for the implementation of Site Based Management in the District and in the buildings.

10.174 Limitations

10.1741 No aspect of a Site Based Management arrangement or decisions can be contrary to the terms of the Master Agreement, unless a waiver is obtained from the Association. Said waiver must be in writing, and must specify the contractual provisions waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an amendment to the Master Agreement.

10.1742 Except to the extent waived pursuant to paragraph 10.1741 above, the Agreement will be in full force and effect, and have application to the employees who are affected by the Site Based Management arrangement. Additionally, granting of a waiver by the Association to a building shall not diminish the provision(s) of the Agreement waived for the remaining bargaining unit members.

10.1743 No employee will be excluded from the bargaining unit as a supervisory or managerial employee, within the meaning of ORC 4117, by reason of his/her participation in a Site Based Management arrangement.

10.1744 The Board's designee and the Association will meet at least once each school year to discuss the status of the Site Based Management in the School District. The Superintendent, the building principals, and other administrators will comply with any reasonable request from the Association for information regarding a proposed or implemented Site Based Management arrangement.

10.175 Ability to Transfer

If a project is approved, then any bargaining unit member may apply for vacant positions in other buildings and shall be given preference over any other applicant for the vacancy if he/she meets the posted qualifications.

10.176 Evaluation

The SBMC shall be responsible for determining a mechanism to measure the effectiveness of its decisions, which mechanism shall be included as part of the initial parameters of the project. The SBMC understands and accepts that it bears the responsibility for the outcomes of its decisions, which must have a demonstrable and beneficial impact on learning outcomes for students.

10.18 Nepotism Protection

Employment and transfers shall not be denied because an immediate family member is an employee of the District. However, this shall not prevent the transfer of any immediate family member if the family relationship interferes with the performance of work or if one immediate family member would be required to supervise another immediate family member.

10.19 Position Sharing

10.191 Position sharing shall refer to a voluntary option available for teachers subject to the approval of the Superintendent or his/her designee. Cost, academic efficiency, or instructional process shall not be a basis for a claim that the Superintendent unreasonably withheld approval of a position sharing plan. Approval shall not be unreasonably withheld. Two (2) teachers may share a full time equivalent (1.0 FTE) certificated teaching assignment.

10.192 Teachers who wish to share a position shall submit a written plan for such arrangement to the building principal no later than April 1 of the school year preceding the proposed position share.

10.193 There shall be a Job Sharing Agreement between the two teachers, Superintendent, and Association for each job share which is not grievable. Some of the items to be included in each Job Sharing Agreement are the division of duties, hours, payment of benefits (one PTE per position), compensation, evaluation, parent conference, IAT meetings, duty periods, committee assignment outside the district, communication, and provisions to resolve disagreements during the term of the Job Share Agreement. This list is only illustrative, and is not meant to be all encompassing.

10.194 Teachers who wish to participate must locate their job sharing partner. No teacher will be required to job share.

- 10.195 All negotiated salary and benefits, as contained in the Master Agreement, shall be split according to the percentage of a regular full-time workday served by the participant. In no event shall the Board incur more than 100% of the cost of one full-time teacher with the exception of parent conferences and in-service days which shall be paid at a pro-rated per diem rate.
- 10.196 Teachers shall acquire one (1) year seniority in each year of position sharing worked provided the teacher is assigned at least fifty percent (50%) of the workday under the position-sharing plan.
- 10.197 Position sharing teachers will be considered for change in contract status, evaluation and layoff on the same basis as other teachers.
- 10.198 A position sharing partnership shall last one (1) full school year and must be applied for on a yearly basis.
- 10.199 Certified substitutes will be provided for absent position sharing teachers. However, position sharing teachers may substitute for each other, with advance notice, at the pro-rated per diem rate before outside substitutes are secured.
- 10.1910 Neither the decision to approve/reject a request nor the position sharing plan is grievable.

10.20 Education of Students with Disabilities

- 10.201 IEP/504 meetings will be held in compliance with federal and state laws.
- 10.202 Special education teachers (exclusive of tutors or related services personnel) will be provided two (2) days release time for drafting of IEPs. Special education teachers having 13-18 IEP's will be provided one (1) additional day release time for drafting IEP's. Special education teachers having over 18 IEP's will be provided a second additional day release time for drafting IEP's. The Superintendent may review extenuating circumstances and approve additional days. Special education teachers shall be provided release time during parent conferences, as has been the practice, to conduct IEP conferences. The Teacher will request approval for IEP Parent Conferences one month in advance. Upon approval, it will be the responsibility of the principal to provide necessary class coverage. In some instances, it may be necessary to

reschedule due to staff availability unless otherwise required by law.

10.203 Specialized Health Care Procedures

10.2031 Bargaining unit members in MH units with medically fragile students will be trained in any procedure necessary to protect the child.

10.2032 Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheotomy suctioning of a student. Trained teachers in MH units may be requested but are not required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheotomy suctioning of a student.

10.204 The following issues are not grievable:

10.2041 A student's eligibility for special education or accommodations under the IDEA or Section 504.

10.2042 The contents or appropriateness of a student's IEP/504 plan.

10.2043 A student's placement.

10.21 Local Professional Development Committee

10.211 The local professional development committee (LPDC) shall be established to oversee and review professional development plans for continuing education units, organize and plan in-service programs in collaboration with the Superintendent, work in conjunction with the Mentor Program, CEU credits (per OAC 3301-27-08), identify and set priorities for District staff development in collaboration with the Superintendent, serve as a discussion group for instruction and curriculum issues, and other equivalent activities. The LPDC will be subject to any and all interim rules and regulations constituted by the State of Ohio.

10.212 The term of office for LPDC members shall be six (6) years.

10.213 The LPDC shall be composed of eight (8) professional members, seven (7) appointed by the MEA, one (1) appointed

by SGI, and three (3) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.

- 10.214 The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.
- 10.215 The LPDC shall develop and maintain an appeals procedure for appeals from decisions of the LPDC whose decisions are not grievable. Bargaining unit member appeals shall be to an Appeals Board consisting of two (2) bargaining unit members and one (1) administrator from the LPDC. Administrator appeals shall be to Appeals Board consisting of two (2) administrators and one (1) bargaining unit member from the LPDC.
- 10.216 For the life of the Master Agreement, the LPDC will meet as deemed necessary by the LPDC working in collaboration with the Superintendent. The agenda for the meeting will be distributed in advance of the meeting. Teacher members shall be compensated for their participation in LPDC meetings and training by a supplemental contract of \$800 per year.
- 10.217 LPDC members shall be afforded the opportunity to attend training related to performance of their duties as members of the committee. Where such training occurs during the regular work day, paid release time shall be granted not subject to any professional leave restrictions. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.
- 10.218 Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent. The responsibility for keeping track of necessary requirements is that of the individual.
- 10.219 Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

10.22 New Program Training

No teacher shall be required to participate in any pilot program or grant without first having been given an opportunity for training as appropriate.

10.23 Classroom Supplies

The administration will provide appropriate consumable supplies for each classroom before the start of and during the school year, as the administration deems appropriate.

ARTICLE 11 - WORK SCHEDULES

11.01 School Year

11.011 The school year shall consist of a maximum of 184 days, including 178 days with children in class for high school and middle schools and 178 days with children in the elementary schools allowing an additional day for spring parent conferences at each level, three (3) days parent-teacher conferences or in-service meetings, a convocation day at the beginning of the school year and a report day at the end of the school year. Convocation day shall consist of one-half day for convocation/ building meeting and one-half day to prepare the classroom for instruction. Annual salary in Section 17.01 is calculated on the 184 days. Individual days shall be paid on 1/184 of the annual salary. Individual days in addition for training and/or in-service beyond 184 shall be voluntary and if attended shall be paid on this daily rate.

11.012 There shall be at least a minimum of three (3) working days between the close of a grading period to the time grades are due, except at the end of the school year. However, where there is a question of athletic eligibility, teachers may be required to fill in an athletic notification for the athletic department in addition to the grade reports.

11.013 The Association shall be entitled to two representatives on the committee for the preparation of the school calendar. No other bargaining unit will have more than two representatives on the committee. The committee, to be chaired by an administrator designated by the Superintendent, will prepare two calendars to be voted on by the regular employees of the School District. The calendar receiving the greatest number of votes will be presented to the Superintendent for his consideration prior to his recommendation of a calendar to the Board.

11.014 Calamity days shall be made up only as required by law.

11.02 School Day

11.021 The length of the school day for instruction in the elementary schools shall not exceed five (5) hours and forty-five (45) minutes. Elementary teachers are required to be in the

building twenty (20) minutes prior to the opening of the school day and twenty (20) minutes after the closing of the school day. The total day for elementary shall not exceed seven (7) hours and fifteen (15) minutes. No duty will be assigned elementary teachers. Additional time within the total day may be used for curriculum development and in-service training as may be necessary.

11.022 The length of the school day for instruction in the high school shall not exceed six hours (6) and twenty (20) minutes. Secondary teachers are required to be in the building fifteen (15) minutes prior to the opening of the school day and fifteen (15) minutes after the closing of the school day. The total day for high school shall not exceed seven (7) hours and thirty (30) minutes. Additional time within the total day may be used for curriculum development and in-service training as may be necessary.

11.023 The length of the school day for instruction in the middle schools shall not exceed six (6) hours and twenty (20) minutes. Middle school teachers are required to be in the building fifteen (15) minutes prior to the opening of the school day and fifteen (15) minutes after the closing of the school day. The total day for middle school shall not exceed seven (7) hours and thirty (30) minutes. Additional time within the total day may be used for curriculum development and in-service training as may be necessary.

11.03 Lunch

All bargaining unit members shall receive at least a forty (40) minute continuous uninterrupted duty-free lunch period.

11.04 Conference and Planning Time

The high school may use one conference period per week for team planning to assure common programs for assessment.

11.041 All high school teachers shall have five (5) conference and/or planning periods per week at least equal to a regular class period. For the 2011-12 school year, all Middle School teachers shall have at least eighty (80) minutes per day planning and conference time - (40 continuous minutes for individual planning and 40 continuous minutes for teaming). Effective July 1, 2012, all Middle School teachers shall have at least forty (40) minutes per day for conference and/or planning time. All elementary teachers shall have at least two

hundred (200) minutes per week (an average of 40 minutes per day) for conference and/or planning time.

11.042 Each elementary classroom teacher shall have conference and planning time when teacher specialists are present and working with the teacher's entire class. Such specialists shall include, but not be limited to art, music, physical education, computer skills, guidance, and/or library. Specialists will work with the class for a minimum of thirty-five (35) consecutive minutes. When such specialists are absent and the elementary classroom teacher experiences a loss of the conference and planning time, the teacher shall be compensated at 0.0005 of the BA - 0 step base salary per hour, prorated. Effective with the 1996-97 school year, each elementary teacher (K-4) shall have one hundred five (105) minutes within the student instructional day per week for conference and planning time.

11.043 When an elementary art, music or physical education teacher is absent for an entire day, the administration will make a reasonable effort to hire a qualified substitute.

11.05 Noontime Duties

11.051 Except in the case of an unforeseen circumstance, classroom teachers shall not be required to monitor the lunch room, playground, or patrol student restrooms or halls during their lunch period.

11.052 The Board may offer a supplemental contract to members of the bargaining unit to provide any or all of the duties listed in 11.051. Such supplemental shall be in accordance with the provisions of this contract. Any bargaining unit member voluntarily accepting a supplemental will not be guaranteed a duty-free lunch as stipulated in Article 11 -- WORK SCHEDULES, Section 11.03.

11.06 Deductions for Absence Not Covered By Leave

If a bargaining unit member should be absent for some reason not covered by any other leave policy, deductions shall be made on the following basis: for those employed on the regular 37-week teacher year, daily deductions shall be 1/184 of the yearly salary; for those on extended service, the denominator shall be increased by five for each week of extended service.

11.07 Association Meetings

The President of the Association shall notify the Superintendent of the dates of the regularly scheduled Association General Membership and Executive Committee Meetings prior to May 1 for the coming school year. The Administration shall not schedule conflicting meetings with the dates submitted.

11.08 Association-Administration Meetings

Monthly meetings between the officers of the Association and the Superintendent of Schools or his designee shall be held to review common concerns affecting the total educational program and to clarify policies affecting the professional personnel. Any items of concern to be discussed by the Association at such meeting should be forwarded to the Superintendent prior to the scheduled meeting date, and where practical, by the Friday preceding the scheduled meeting date. These meetings shall be held on the third Tuesday of each month during the school year. Prior to the commencement of school, a meeting shall be held on a mutually acceptable date.

11.09 Staff Meetings

Bargaining unit members are required to attend staff meetings unless excused by the principal and/or the Superintendent. No more than five hundred seventy (570) minutes beyond the bargaining unit member work day 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.

11.10 In-service

Timely notification of all in-service meetings will be given at least five (5) working days prior to each in-service. Collaboration between administration and bargaining unit members will precede in-service.

ARTICLE 12 - EVALUATION

All evaluation procedures shall be conducted according to Ohio Revised Code 3319.111.

At the initial meeting which shall take place no later than October 1, the administrator shall provide a timetable and evaluation procedures.

12.01 Bargaining Unit Members to be Evaluated

- 12.011 All bargaining unit members beginning their first year of employment with the Massillon City Schools.
- 12.012 Any bargaining unit member who was rated marginal during the preceding year's evaluation.

- 12.013 Any bargaining unit member requesting an evaluation or recommended for one by the principal or the Superintendent's designee.
- 12.014 Any bargaining unit member eligible for continuing contracts.
- 12.015 All bargaining unit members on limited contracts shall be evaluated once every five (5) years and those on continuing contracts shall be evaluated 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.

ARTICLE 13 - TEXTBOOK CHANGES AND STAFF DEVELOPMENT

13.01 Textbook Changes

- 13.011 Committees appointed to select textbooks shall be made up of a balanced representation of all grade levels involved and experience ranges or, when feasible for a subject area in the secondary schools, all teachers of that subject area. Bargaining unit members will only be absent from their regular class for three (3) days per committee on which they serve, and substitutes will be provided for their classrooms.
- 13.012 The textbooks under consideration shall be made available for inspection to all bargaining unit members affected and shall be evaluated by them in a uniformly written manner. These evaluations will be forwarded to the textbook committee for consideration in making the final recommendation.
- 13.013 All bargaining unit members affected shall be notified of the selection of the textbook committee and shall have the opportunity to meet with the committee to voice opinions before the recommended text is presented to the Board for adoption.

13.02 Staff Development

13.021 Release/Compensation

During the summer recess and after school, employees who perform work under Article 13.01 and 13.02 shall be paid an honorarium of fifteen dollars (\$15.00) per hour. This rate will be pro-rated for each fraction of the eight (8) hours. Payment shall be made on the next payroll check.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Sick Leave

14.011 Sick leave, according to law, accumulates at a rate of one and one-quarter (1-1/4) days per month, which amounts to fifteen (15) days per year. Unused sick leave may accumulate to 313 days. Sick leave may be used for

14.0111 Personal illness, pregnancy, or injury

14.0112 Illness, injury or death in the member's immediate family, and/or

14.0113 Exposure to contagious disease which could be communicated to others.

14.012 Immediate family is defined as parent, sibling, spouse, child, 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.

14.013 Each member of the bargaining unit will be notified once monthly on the employee's paycheck of the total number of days of accumulated sick leave.

14.02 Personal Leave

14.021 Each full-time 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 (1) week in advance except in emergency cases. Sick leave should be used when applicable.

14.022 Personal Leave shall be granted for the following:

14.0221 Accidents involving member, immediate family, or property of either.

14.0222 Court appearance as litigant or witness.

- 14.0223 Graduation, weddings or award ceremonies of member or immediate family.
- 14.0224 Personal business, obligations or emergencies.
- 14.0225 Funerals for other than immediate family.
- 14.0226 Religious holidays.

14.023 If personal leave is requested for a day immediately preceding or following a holiday or vacation period under Section 14.022(d) above, the Superintendent may inquire into the circumstances. Personal leave for a day immediately preceding or following a holiday or vacation period will only be granted if the use under Section 14.022(d) above is for an emergency, or situation otherwise approved by the Superintendent.

14.024 All information submitted to the Superintendent or his/her designee shall be treated as confidential information.

14.025 A bargaining unit member not using any personal leave in a contract year shall have three (3) days of sick leave added to total accumulation. A bargaining unit member using one (1) personal day shall have two (2) days of sick leave added to total accumulation. A bargaining unit member using two (2) personal days shall receive one (1) sick leave day.

14.03 Illness and Disability

Upon the written request of a member of the bargaining unit, the member 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.

14.04 Parental Leave

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

14.0411 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.

14.0412 The leave shall be extended for one (1) additional school year upon request of the bargaining unit member to the Board.

14.0413 A bargaining unit member who is adopting a child of less than four (4) years of age shall be entitled to leave under this section.

14.042 A bargaining unit member must return to work for one (1) year before being eligible for this leave again.

14.05 Leave for Professional Study

Professional leave will be granted on the basis of one (1) full semester or one (1) full year. Leave will be granted only for full-time graduate study or completion of additional under-graduate degree(s). Upon request, an extension of one (1) full year of leave may be granted. This leave will be approved only by the LPDC and only if consistent with the bargaining unit member's I.P.D.P. subject to the Board confirmation which confirmation shall not be unreasonably withheld.

14.06 Office In State or National Professional Organizations

A bargaining unit member elected to a state or national office of a bona fide professional organization at either state or national level (i.e., NEA, OEA) may request and will be granted a leave of absence not to exceed two (2) years. However, the bargaining unit member will be granted an additional two years if re-elected to the same position, but no more than two (2) consecutive leaves of absence will be permitted. Bona fide professional organization to be determined by the Association President and Superintendent.

14.07 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 discretionary authority to grant permission for absence for other justifiable reasons.

14.08 Assault Leave

14.081 A bargaining unit member who is required to be absent due to disability resulting from an unprovoked assault which occurs while a bargaining unit member is performing his/her assigned duties shall be eligible to receive assault leave, provided charges are fled against the assaulting party where the assailant's identity is known. Such leave shall be granted for a period not to exceed sixty (60) school days. The bargaining unit member shall deliver to the Superintendent a signed statement on forms prescribed by the Board and maintained by the Superintendent or his designee.

14.082 Such statement will indicate the nature of the injury, the date of its occurrence, the name of the individual(s) involved, the facts surrounding the assault, and a statement that the

bargaining unit member has filed charges against the assaulting party where the assailant's identity is known. If medical attention is required, the bargaining unit member shall supply a certificate from a licensed physician stating the nature of the disability and its anticipated duration.

14.083 Falsification of either the signed statement or the physician's certificate is grounds for termination of employment under 3319.16 ORC.

14.084 Payment on assault leave shall be at the bargaining unit member's regular rate, except that the amount of assault leave payable under this section shall be reduced by the amount(s), if any, of any other disability benefits payable to the bargaining unit member under Workmen's Compensation, or any other publicly funded disability benefit program.

14.09 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, providing 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 overpayment of premium shall be refunded upon termination of leave.

14.10 Early Termination of Leaves

A bargaining unit member may request an early termination of his/her leave of absence. Upon written request, the bargaining unit member may be reinstated. Reinstatement shall take place as soon as feasible, but not later than the beginning of the next school year following the request.

14.11 Reinstatement

Following a leave of absence, the bargaining unit member shall be placed in the same position, or where that position is not available, a substantially equivalent position.

14.12 Professional Meetings

14.121 Each member of the bargaining unit may be granted up to five (5) days for attendance at professional meetings by the Superintendent, whose denial shall not be unreasonably withheld.

14.122 Permission to attend professional meetings shall be requested on the standard form provided for the above purpose from the principal and/or the supervisor.

- 14.123 Requests shall be made in writing within a reasonable time to allow time for consideration of the request and to arrange for proper classroom management.
- 14.124 Members of the bargaining unit shall be reimbursed for reasonable expenses incurred.
- 14.125 The Administration and Association will make a reasonable effort to notify bargaining unit members of upcoming professional meetings.

14.13 Association Leave

Upon two weeks written notice from the Association President to the Superintendent, up to seven (7) bargaining unit members who are delegates to the OEA Representative Assembly may attend such assembly without loss of pay for up to two (2) days per delegate per school year when such assembly is scheduled on a school day. Additionally, upon two weeks' notice, where possible, to the Superintendent, the Association President or designee will be excused with pay to attend professional meetings or conferences to fulfill their obligations to the Association for up to eight (8) days (total) per school year.

14.14 Adoption Leave

Bargaining unit members who adopt a newborn or child under the age of four (4) shall be entitled to take up to three (3) weeks of paid leave immediately following the receipt of the child. Such leave is to be deducted from accumulated sick leave. All salary and benefits will be paid to the bargaining unit member. The bargaining unit member will return to the same assignment upon return to work from this specific leave.

14.15 Family Medical Leave Act

- 14.151 The parties agree to be bound by the provisions of the Family and Medical Leave Act (FMLA) of 1993, as set forth herein below.
- 14.152 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.
 - 14.1521 The birth of a son or daughter, and to care for the newborn child;

- 14.1522 The placement with the bargaining unit member of a son or daughter for adoption or foster care;
 - 14.1523 To care for the bargaining unit member's spouse, son, daughter, or parent with a serious health condition; and
 - 14.1524 Because of a serious health condition that makes the bargaining unit member unable to perform the functions of his/her job.
- 14.153 The annual period shall be from July 1 to June 30 commence and be measured forward from the date the bargaining unit member first used the leave set forth above.
 - 14.154 Any provision under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the FMLA shall not be reduced to comply with said FMLA.
 - 14.155 No employee shall lose seniority during the period of paid time off which is attributable to the FMLA. Unpaid time off shall not accrue seniority.
 - 14.156 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 require to recertify his/her request for FMLA leave ever thirty (30) days.
 - 14.157 FMLA events which continue two (2) weeks or more will require completion of a WH380 Form.
 - 14.158 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.
 - 14.159 Bargaining unit members will be obligated to pay the bargaining unit member's 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.

14.16 Military Leave

- 14.161 Any bargaining unit member eligible for a military leave of absence pursuant to Section 3319.14, Ohio Revised Code, shall be granted such leave and upon return, such bargaining

unit members shall be re-employed by the Board on the terms and conditions as set forth in said statute.

14.162 Any bargaining unit member eligible for a military leave of absence pursuant to Section 5923.05, Ohio Revised Code, shall be granted such leave and without loss of pay for periods not to exceed thirty-one (31) days in any one calendar year.

14.17 Compulsory Leave

Release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant or subpoenaed witness in connection with a matter related to school district business or while on jury duty. If the bargaining unit member is dismissed from jury duty or as a witness by 11:00 a.m. (inside Stark County) or 10:00 a.m. (outside Stark County), the bargaining unit member shall return to his/her regular assignment. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the bargaining unit member.

14.18 Attendance Incentive

14.181 An annual attendance incentive shall be paid to an individual based on the following:

Perfect attendance = \$300
1-3 days missed = \$150
4-6 days missed = \$100

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

14.182 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).

ARTICLE 15 - CONTRACTS AND ASSIGNMENTS

15.01 Contracts/Salary Notice

15.011 A contract/salary notice between a member of the bargaining unit and the Board shall be issued by July 1 for the upcoming year and shall contain the following information:

15.0111 The dates the contract is to be enforced.

15.0112 The yearly salary.

15.012 Teachers not eligible for continuing contracts shall be granted limited contracts in the following sequence: three one-year contracts, then two 2-year limited contracts and thereafter 3-year limited contracts until eligible for continuing contract or resigns or retires or employment is severed.

15.02 Supplemental Contracts

15.021 The supplemental contract for extra duty assignment and granted additional compensation shall be separate from and in addition to the regular contract. The supplemental contract shall include:

15.0211 The extra duty assignment.

15.0212 The compensation to be paid for the assignment.

15.0213 The starting and termination dates for the assignment.

15.022 A list of tentative extracurricular activities shall be posted by May 1. Any interested member of the bargaining unit may apply from May 1 through May 10. Whenever possible, the number of activities assigned to a member of the bargaining unit shall be limited so as to provide equal opportunity for employment of all qualified members of the bargaining unit.

15.023 Where possible, supplemental contracts shall be issued by September 1 for the upcoming year.

15.024 All bargaining unit members shall receive notification of Board selections for supplemental positions.

15.025 Procedures for requisitioning items, depositing money and authorizing payment of services shall be included in the teacher handbooks starting with the 2002-2003 school year.

15.026 Supplemental contracts shall be first offered to bargaining unit members, and then to certificated/licensed other persons prior to offering the supplemental to a non-certificated/licensed person.

15.03 Staff Assignments

15.031 Prior to the end of the school year, each building principal will meet with each member of the bargaining unit in their building to discuss the proposed assignment for the next school year.

- 15.032 A written notice of the proposed assignment, including grade level, specific subjects, and which building will follow the meeting of the principal and member of the bargaining unit and will be given to the member before the last day of the school year.
- 15.033 Each bargaining unit member will be notified of his/her specific assignment no later than ten (10) calendar days prior to the first student day.
- 15.034 Changes after that time shall only be made because of enrollment increases/decreases, changes in staff or emergencies.
- 15.035 The affected bargaining unit member will be sent notification within forty-eight (48) hours of the administrative decision to change the schedule.

15.04 Vacancies

- 15.041 A vacancy shall exist when the Superintendent decides to fill a position that becomes available due to one of the following occurrences: a bargaining unit member dies, resigns, retires, is terminated, accepts another position, or is promoted. A vacancy also exists when a new position is created.
- 15.042 Grade level student population shifts, that cause no change in the total number of teaching positions in an elementary building, shall not constitute a vacancy.
- 15.043 The Superintendent's office will post vacancies in each building during the school year. During summer break they will be posted on the district's web site at www.massillon.sparcc.org (click on job opportunities). These notices will include all vacant positions which must be filled, including administrative and supplemental positions, exclusive of leaves of absence. The Association President will receive notice of vacancies for positions that open after the last pay period in July and prior to the first teacher work day for the next school year.
- 15.044 Whenever a vacancy occurs, a new bargaining unit member will not be assigned until seven (7) calendar days after the vacancy has been posted. However, if the vacancy occurs three (3) weeks prior to the start of the school year or during the first or last ten (10) work days of the school year, the posting need only be for forty-eight (48) hours.

15.045 Preference shall be granted to vacancies to current bargaining unit members according to qualifications listed on the posting. Said qualifications, which shall be germane to the position and not unreasonable in nature, are established by the Superintendent and must be listed on the posting. If two current staff members apply and meet the qualifications the position will be offered to the bargaining unit member with the most total district seniority.

15.046 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 placed in the applicant's personnel file. These requests may be withdrawn at any time and shall only be effective until the vacancy is filled.

15.05 Involuntary Transfers

15.051 A transfer is the involuntary change of a bargaining unit member's building assignment.

15.052 Nothing shall prohibit a member of the bargaining unit from discussing a desired change in assignment with the Superintendent who will provide the reasons for the transfer.

15.053 No member of the bargaining unit shall be transferred more than once every two years, unless necessary to prevent a reduction-in-force or to accommodate fluctuating student enrollment either District-wide or in each building. However, no bargaining unit member shall receive consecutive annual involuntary transfers, unless other bargaining unit members in the same building have first been involuntarily transferred.

15.054 No bargaining unit member will be transferred or re-assigned arbitrarily, capriciously, or without a rational basis.

15.055 Prior to a bargaining unit member being transferred, a meeting between a 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.

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

15.06 Summer School

- 15.061 Applications for summer school positions may be submitted at any time during the year. All applications shall be submitted to the individual designated by the Superintendent with those received prior to May 1 receiving first priority.
- 15.062 Applications will be available in the office of the individual designated by the Superintendent no later than April 1st.
- 15.063 Every reasonable effort will be made to inform bargaining unit members of summer school employment or possibility of employment as early as possible.
- 15.064 Summer school teachers shall have the same access to A.V. equipment as the regular school teacher.
- 15.065 Summer school applicants must be properly certificated and will be interviewed for recommendation by the summer school principal. Massillon City School personnel shall have preference in summer school positions.
- 15.066 Summer school teachers shall be off Independence Day; however, if July 4 falls on a weekend, school will be dismissed on the Monday or Friday nearest July 4, and bargaining unit members will be off for that day rather than July 4.
- 15.067 Summer school teachers shall be compensated at \$30.00 per hour.

15.07 Discipline and Reprimands

- 15.071 No bargaining unit member shall be disciplined, non-renewed or reprimanded without just cause if he/she has been renewed at the end of the third year of employment. Neither 3319.11, ORC 3319.111 shall apply to a teacher until he/she has been renewed at the end of the third year of employment. However, the board must comply with the April 30th deadline in ORC 3319.11. These provisions shall be made a part of the individual employment contract.
- 15.072 In the event a member of the bargaining unit is called in for disciplinary action, the bargaining unit member shall have the right to appear on his/her own behalf or he/she may be accompanied by a person of his/her own choosing who will serve as the bargaining unit member's representative. All disciplinary action shall be carried out professionally and in private.

15.073 Any bargaining unit member employed as of June 30, 2005 shall have the protections of 15.071 above. All disciplinary action shall only exist in written, non-electronic form.

15.08 Continuing Contract Eligibility

A bargaining unit member must file his/her professional, permanent or life certificate or professional educator/license, or give notice that an application for such certificate/license 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 or such certification/licensure on or before the first day of the second semester, he/she should inform the principal or supervisor prior to October 15 so that the teacher can be evaluated for continuing contract.

ARTICLE 16 - REDUCTION IN STAFF

16.01 Reduction

16.011 When the Board deems it necessary to reduce staff in bargaining unit positions which may only be for decreased enrollment of pupils, overall or in specific courses, return to duty of a regular bargaining unit member after a leave of absence, changing or abolishing course offerings or by reasons of suspension of schools, or for financial reasons, it may make reasonable reductions and shall do so in the following manner:

16.012 Prior to any recommendation, the Superintendent will meet with the Association President to discuss the intended staff reduction prior to the Superintendent making any public recommendation to the Board.

16.013 Prior to any recommendation, the Superintendent shall provide the Association President with the following:

16.0131 A list of all bargaining unit members in the system by contract status, teaching field, continuous years of system-wide service in Massillon, and all areas of certification.

16.0132 A list of specific positions to be reduced.

16.0133 A reduction in force personnel list.

16.0134 The reasons for such reductions.

16.014 The following layoff procedures for reduction in force shall apply:

- 16.0141 The number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements for bargaining unit members who retire or resign or whose limited contracts are not renewed for reasons other than as part of a reduction in staff.
- 16.0142 Reduction not achieved by attrition shall be accomplished by suspension of limited contracts, as appropriate, and then by suspension of continuing contracts. Preference for retention shall be based on all areas of certification and seniority.
- 16.0143 Reduction notices shall be distributed prior to April 30th to every affected bargaining unit member and the Association President and shall only be effective starting the following school year.

16.02 Restoration

When the Board deems it necessary to restore staff in bargaining unit positions, it shall do so in the following manner:

- 16.021 Bargaining unit members 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 for which any of such bargaining unit members are or become qualified.
- 16.022 Other bargaining unit members who have less than ten (10) years seniority with the District as of the date of Board action laying off such bargaining unit members shall remain on the recall list for thirty-six (36) months from the date of the Board action laying off such bargaining unit members. Bargaining unit members who have ten (10) years or more seniority with the District as of the date of Board action laying off such bargaining unit member shall remain on the recall list for forty-eight (48) months from the date of Board action laying off such bargaining unit member. The Board shall endeavor to employ bargaining unit members on this recall list, based upon seniority, if and when bargaining unit positions become vacant or are created for which any of such bargaining unit members are or become qualified and hold valid certification.

- 16.023 Bargaining unit members to be recalled for restoration shall be notified by certified mail sent to the last known address. The Association shall be sent a copy of such notification. It is the bargaining unit member's responsibility to keep the Superintendent informed of the current address. Any teacher who fails to respond affirmatively, in writing, to the Superintendent's office within ten (10) business days of mailing of such notification shall be removed from the recall list and forfeit all rights to restoration. If a bargaining unit member declines a recall offer then said bargaining unit member is automatically removed from the recall list.
- 16.024 A bargaining unit member on the recall list may continue to participate, for a maximum of thirty six (36) months if they have less than ten (10) years service, or forty eight (48) months if they have ten (10) or more years of service, in those insurance plans which are provided bargaining unit members in active employment provided the full monthly premiums are paid in advance to the Treasurer. If a bargaining unit member on the recall list gains other employment, and the new employer provides at no cost to the employee insurance coverage which is equal or greater than the coverage in Massillon, the bargaining unit member will participate in that coverage and will not be eligible to participate in this District.
- 16.025 If a reduced bargaining unit member becomes covered under the terms stated above, but later is no longer eligible for such coverage, he/she can reinstate the Massillon coverage during the thirty-six (36) or forty eight (48) month period of eligibility by providing written notification to the Treasurer.

16.03 Substituting

Bargaining unit members who are on the recall list shall be maintained on the substitute list for the School District.

16.04 Seniority

Seniority shall mean length of continuous service, on a contracted basis, in the Massillon Schools as a bargaining unit member. Approved leaves of absence shall not break continuous service but neither shall they count for years of service. Should a tie occur, seniority will be determined first by date of Board action on hire, and then second, by the date a continuing contract issued. Thereafter, ties will be broken by discretion of the Board.

16.05 Exclusions

The provisions of this Article shall not affect any employment decisions involving the positions of Head Football Coach/Athletic Director.

16.06 Replacement

No person shall be hired to do bargaining unit work while there are persons on reduction that would otherwise be certified/licensed for such duties.

ARTICLE 17 - COMPENSATION AND RELATED BENEFITS

17.01 Salary

17.011 There shall be no step movement on the salary schedule for the 2012-13 fiscal year.

17.012 There shall be no step movement on the salary schedule for the 2013-14 fiscal year.

TEACHER SALARY SCHEDULE WORKSHEET -

EXP	INDEX ND	1 SALARY ND	INDEX BA	2 SALARY BA	INDEX BA10	3 SALARY BA10	INDEX BA20	4 SALARY BA20	INDEX MA	5 SALARY MA	INDEX MA15	6 SALARY MA15	INDEX MA30	7 SALARY MA30
0	0.7900	\$25,869	1.0000	\$32,745	1.0300	\$33,728	1.0600	\$34,710	1.0900	\$35,692	1.1200	\$36,675	1.1500	\$37,657
1	0.8220	\$26,917	1.0500	\$34,383	1.0800	\$35,365	1.1120	\$36,413	1.1510	\$37,690	1.1820	\$38,705	1.2130	\$39,720
2	0.8580	\$28,095	1.1000	\$36,020	1.1300	\$37,002	1.1640	\$38,115	1.2120	\$39,687	1.2440	\$40,735	1.2760	\$41,783
3	0.8970	\$29,373	1.1500	\$37,657	1.1800	\$38,639	1.2160	\$39,818	1.2730	\$41,685	1.3080	\$42,765	1.3390	\$43,846
4	0.9360	\$30,650	1.2000	\$39,294	1.2300	\$40,277	1.2680	\$41,521	1.3340	\$43,682	1.3680	\$44,796	1.4020	\$45,909
5	0.9750	\$31,927	1.2500	\$40,932	1.2800	\$41,914	1.3200	\$43,224	1.3950	\$45,680	1.4300	\$46,826	1.4650	\$47,972
6	1.0140	\$33,204	1.3000	\$42,569	1.3300	\$43,551	1.3720	\$44,927	1.4560	\$47,677	1.4920	\$48,856	1.5280	\$50,035
7	1.0530	\$34,481	1.3500	\$44,206	1.3800	\$45,188	1.4240	\$46,629	1.5170	\$49,675	1.5540	\$50,886	1.5910	\$52,098
8	1.0920	\$35,758	1.4000	\$45,843	1.4300	\$46,826	1.4760	\$48,332	1.5780	\$51,672	1.6160	\$52,916	1.6540	\$54,161
9	1.1310	\$37,035	1.4500	\$47,481	1.4800	\$48,463	1.5280	\$50,035	1.6390	\$53,670	1.6780	\$54,947	1.7170	\$56,224
10	1.1700	\$38,312	1.5000	\$49,118	1.5300	\$50,100	1.5800	\$51,738	1.7000	\$55,667	1.7400	\$56,977	1.7800	\$58,287
11	1.2100	\$39,622	1.5500	\$50,755	1.5800	\$51,738	1.6320	\$53,440	1.7610	\$57,664	1.8020	\$59,007	1.8430	\$60,350
12	1.2700	\$41,586	1.6000	\$52,392	1.6300	\$53,375	1.6840	\$55,143	1.8220	\$59,662	1.8640	\$61,037	1.9060	\$62,412
13	1.3100	\$42,896	1.6500	\$54,030	1.6800	\$55,012	1.7360	\$56,846	1.8830	\$61,659	1.9260	\$63,067	1.9690	\$64,475
14	1.3500	\$44,206	1.7000	\$55,667	1.7300	\$56,649	1.7880	\$58,549	1.9440	\$63,657	1.9880	\$65,098	2.0320	\$66,538
15	1.3500	\$44,206	1.7000	\$55,667	1.7300	\$56,649	1.7880	\$58,549	1.9440	\$63,657	1.9880	\$65,098	2.0320	\$66,538
16	1.3500	\$44,206	1.7000	\$55,667	1.7300	\$56,649	1.7880	\$58,549	1.9440	\$63,657	1.9880	\$65,098	2.0320	\$66,538
17	1.3500	\$44,206	1.7000	\$55,667	1.7300	\$56,649	1.7880	\$58,549	1.9440	\$63,657	1.9880	\$65,098	2.0320	\$66,538
18 *	1.3800	\$45,188	1.7300	\$56,649	1.7600	\$57,632	1.8180	\$59,531	1.9740	\$64,639	2.0180	\$66,080	2.0620	\$67,521
19	1.3800	\$45,188	1.7300	\$56,649	1.7600	\$57,632	1.8180	\$59,531	1.9740	\$64,639	2.0180	\$66,080	2.0620	\$67,521
20	1.3800	\$45,188	1.7300	\$56,649	1.7600	\$57,632	1.8180	\$59,531	1.9740	\$64,639	2.0180	\$66,080	2.0620	\$67,521
21	1.3800	\$45,188	1.7300	\$56,649	1.7600	\$57,632	1.8180	\$59,531	1.9740	\$64,639	2.0180	\$66,080	2.0620	\$67,521
22 *	1.4100	\$46,171	1.7600	\$57,632	1.7900	\$58,614	1.8480	\$60,513	2.0040	\$65,622	2.0480	\$67,062	2.0920	\$68,503
23	1.4100	\$46,171	1.7600	\$57,632	1.7900	\$58,614	1.8480	\$60,513	2.0040	\$65,622	2.0480	\$67,062	2.0920	\$68,503
24	1.4100	\$46,171	1.7600	\$57,632	1.7900	\$58,614	1.8480	\$60,513	2.0040	\$65,622	2.0480	\$67,062	2.0920	\$68,503
25	1.4100	\$46,171	1.7600	\$57,632	1.7900	\$58,614	1.8480	\$60,513	2.0040	\$65,622	2.0480	\$67,062	2.0920	\$68,503
26 *	1.4400	\$47,153	1.7900	\$58,614	1.8200	\$59,596	1.8780	\$61,496	2.0340	\$66,604	2.0780	\$68,045	2.1220	\$69,485

SALARY INCREASES PER STEP

EXP	INDEX ND	SALARY ND	INDEX BA	SALARY BA	INDEX BA10	SALARY BA10	INDEX BA20	SALARY BA20	INDEX MA	SALARY MA	INDEX MA15	SALARY MA15	INDEX MA30	SALARY MA30
0		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
1		\$ 1,048		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
2		\$ 1,179		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
3		\$ 1,277		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
4		\$ 1,277		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
5		\$ 1,277		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
6		\$ 1,277		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
7		\$ 1,277		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
8		\$ 1,277		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
9		\$ 1,277		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
10		\$ 1,277		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
11		\$ 1,310		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
12		\$ 1,965		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
13		\$ 1,310		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
14		\$ 1,310		\$ 1,637		\$ 1,637		\$ 1,703		\$ 1,997		\$ 2,030		\$ 2,063
15		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
16		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
17		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
18 *		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982
19		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
20		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
21		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
22 *		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982
23		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
24		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
25		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
26 *		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982		\$ 982
26/26		\$0		\$0		\$0		\$0		\$0		\$0		\$0

Extra Pay for Extra Duties

17.021 Supplemental Salaries

- 17.0211 Effective with this Master Agreement, extra pay for extra duties shall be paid consistent with the schedule below.
- 17.0212 When the administration creates a supplemental extra duty position, the Association and the Board shall bargain for the rate of compensation for that supplemental position.
- 17.0213 Positions listed are to establish the rates for such positions which may be filled at the sole discretion of the Board.
- 17.0214 Supplemental Salaries shall be calculated by multiplying the ratio listed by the Bachelor's Degree Maximum Step 14 in effect on the first day of the school year.
- 17.0215 When switching from coaching girls' athletics to boys' athletics or vice versa in the same sport, the level of experience shall remain the same.
- 17.0216 A committee composed of 3 individuals appointed by the Superintendent and 3 individuals appointed by the Association President shall study the supplemental positions and salary schedule. Any changes must be approved by a majority of the committee. The supplemental salary schedule shall be increased each year by the same percentage as the base salary.

SUPPLEMENTAL SALARY SCHEDULE			
			\$55,667
			BASE
ASSIGNMENT	SCHOOL	RATIO	SALARY
ADVISOR, ACADEMIC CHALLENGE 5-8	MMS	0.0100	\$557
ADVISOR, ANNUAL BOARD	MMS	0.0340	\$1,893
ADVISOR, DRAMA 5-8	MMS	0.0120	\$668
ADVISOR, DRAMA ASST	MMS	0.0069	\$384
ADVISOR, JAZZ BAND 7	MMS	0.0230	\$1,280
ADVISOR, JAZZ BAND 8	MMS	0.0230	\$1,280
ADVISOR, SCHOOL NEWSPAPER 5-6	MMS	0.0170	\$946
ADVISOR, SCHOOL NEWSPAPER 7-8	MMS	0.0170	\$946
ADVISOR, STUDENT COUNCIL 5/6	MMS	0.0170	\$946
ADVISOR, STUDENT COUNCIL 7/8	MMS	0.0170	\$946
ADVISOR, ACADEMIC CHALLENGE	WHS	0.0100	\$557
ADVISOR, AFS	WHS	0.0100	\$557
ADVISOR, ANNUAL BOARD	WHS	0.0434	\$2,416
ADVISOR, ART	WHS	0.0100	\$557
ADVISOR, BOOK CLUB	WHS	0.0100	\$557
ADVISOR, CULTURE CLUB	WHS	0.0100	\$557
ADVISOR, DRAMA	WHS	0.0367	\$2,043
ADVISOR, DRAMA ASSISTANT	WHS	0.0180	\$1,002
ADVISOR, ECOLOGY CLUB	WHS	0.0100	\$557
ADVISOR, FRENCH CLUB	WHS	0.0100	\$557
ADVISOR, NATIONAL HONOR SOCIETY	WHS	0.0150	\$835
ADVISOR, NFL	WHS	0.0800	\$4,453
ADVISOR, NFL ASSISTANT	WHS	0.0400	\$2,227
ADVISOR, PEP CLUB	WHS	0.0150	\$835
ADVISOR, QUILL/SCROLL CLUB	WHS	0.0100	\$557
ADVISOR, SCHOOL NEWSPAPER	WHS	0.0230	\$1,280
ADVISOR, SPANISH CLUB	WHS	0.0100	\$557
ADVISOR, STUDENT COUNCIL	WHS	0.0350	\$1,948
ADVISOR, SUCCESS CLUB	WHS	0.0150	\$835
ADVISOR, SAFETY PATROL	BOWERS	0.0020	\$111
ADVISOR, SAFETY PATROL	EMERSON	0.0020	\$111
ADVISOR, SAFETY PATROL	GORRELL	0.0020	\$111
ADVISOR, SAFETY PATROL	FRANKLIN	0.0020	\$111
ADVISOR, SAFETY PATROL	SMITH	0.0020	\$111
ADVISOR, SAFETY PATROL	WHITTIER	0.0020	\$111
BUS DUTY	BOWERS	0.0170	\$946
BUS DUTY	EMERSON	0.0170	\$946
BUS DUTY	FRANKLIN	0.0170	\$946
BUS DUTY	GORRELL	0.0170	\$946
BUS DUTY	SMITH	0.0170	\$946
BUS DUTY	WHITTIER	0.0170	\$946

BUS DUTY 5/6	MMS	0.0170	\$946
BUS DUTY 7/8	MMS	0.0170	\$946
CLASS ADVISOR, FRESHMAN	WHS	0.0130	\$724
CLASS ADVISOR, FRESHMAN	WHS	0.0130	\$724
CLASS ADVISOR, JUNIOR	WHS	0.0130	\$724
CLASS ADVISOR, JUNIOR	WHS	0.0130	\$724
CLASS ADVISOR, SENIOR	WHS	0.0170	\$946
CLASS ADVISOR, SENIOR	WHS	0.0170	\$946
CLASS ADVISOR, SOPHOMORE	WHS	0.0130	\$724
CLASS ADVISOR, SOPHOMORE	WHS	0.0130	\$724
COORDINATOR, AV 5-8	MMS	0.0121	\$674
COORDINATOR, LOCKER SECURITY 5/6	MMS	0.0150	\$835
COORDINATOR, LOCKER SECURITY 7/8	MMS	0.0150	\$835
COORDINATOR, SCIENCE FAIR	MMS	0.0100	\$557
COORDINATOR, ACTIVITY	WHS	0.0270	\$1,503
COORDINATOR, ART	WHS	0.0250	\$1,392
COORDINATOR, ENGLISH	WHS	0.0250	\$1,392
COORDINATOR, FOREIGN LANGUAGE	WHS	0.0250	\$1,392
COORDINATOR, GUIDANCE	WHS	0.0250	\$1,392
COORDINATOR, INSTRUMENTAL	WHS	0.1100	\$6,123
COORDINATOR, LOCKER	WHS	0.0434	\$2,416
COORDINATOR, MATH	WHS	0.0250	\$1,392
COORDINATOR, PHYSICAL EDUCATION	WHS	0.0250	\$1,392
COORDINATOR, SCIENCE	WHS	0.0250	\$1,392
COORDINATOR, SOCIAL STUDIES	WHS	0.0250	\$1,392
COORDINATOR, SPECIAL EDUCATION	WHS	0.0250	\$1,392
BUILDING TECHNOLOGY REPRESENTATIVE	BOWERS	0.0093	\$520
BUILDING TECHNOLOGY REPRESENTATIVE	EMERSON	0.0093	\$520
BUILDING TECHNOLOGY REPRESENTATIVE	FRANKLIN	0.0093	\$520
BUILDING TECHNOLOGY REPRESENTATIVE	GORRELL	0.0093	\$520
BUILDING TECHNOLOGY REPRESENTATIVE	SMITH	0.0093	\$520
BUILDING TECHNOLOGY REPRESENTATIVE	WHITTIER	0.0093	\$520
BUILDING TECHNOLOGY REPRESENTATIVE	MMM	0.0093	\$520
BUILDING TECHNOLOGY REPRESENTATIVE	WHS	0.0093	\$520
DETENTION, 2 HOUR, 5/6	MMS	0.0200	\$1,113
DETENTION, 2 HOUR, 7/8	MMS	0.0200	\$1,113
HEAD TEACHER	BOWERS	0.0273	\$1,518
HEAD TEACHER	EMERSON	0.0273	\$1,518
HEAD TEACHER	FRANKLIN	0.0273	\$1,518
HEAD TEACHER	GORRELL	0.0273	\$1,518
HEAD TEACHER	SMITH	0.0273	\$1,518
HEAD TEACHER	WHITTIER	0.0273	\$1,518

SUPERVISOR, LIBRARY MEDIA SERVICES	DISTRICT	0.1000	\$5,567
SUPERVISOR, SCHOOL NURSES	DISTRICT	0.0250	\$1,392
VOED ADVISOR, BPA ACCOUNTING	WHS	0.0100	\$557
VOED ADVISOR, BPA BUSINESS MGT	WHS	0.0100	\$557
VOED ADVISOR, BPA OFFICE TECHNOLOGY	WHS	0.0100	\$557
VOED ADVISOR, CBIP	WHS	0.0100	\$557
VOED ADVISOR, DECA -COMMERCE MKTG	WHS	0.0100	\$557
VOED ADVISOR, DECA INTERACTIVE MEDIA	WHS	0.0100	\$557
VOED ADVISOR, FCCLA	WHS	0.0100	\$557
VOED ADVISOR, FEA	WHS	0.0100	\$557
VOED ADVISOR, VICA ATHLETIC FITNESS	WHS	0.0100	\$557
VOED ADVISOR, VICA AUTO MECHANICS	WHS	0.0100	\$557
VOED ADVISOR, VICA CHAPTER CLUB	WHS	0.0100	\$557
VOED ADVISOR, VICA CONSTRUCTION TRADES	WHS	0.0100	\$557
VOED ADVISOR, VICA COSMETOLOGY	WHS	0.0100	\$557
VOED ADVISOR, VICA ELECTRICAL TRADES	WHS	0.0100	\$557
VOED ADVISOR, VICA MANUFACTURING	WHS	0.0100	\$557
ADVISOR, NTHS	WHS	0.0150	\$835
VOED ADVISOR, WHS TV	WHS	0.0410	\$2,282
VOED ADVISOR, WHS TV	WHS	0.0410	\$2,282
ATHLETICS, COORDINATOR	MMS	0.1500	\$8,350
ATHLETICS, GAME MGR	MMS	0.0000	\$0
ATHLETICS, GAME MGR	MMS	0.0000	\$0
ATHLETICS, GAME MGR	MMS	0.0000	\$0
ATHLETICS, GAME MGR	MMS	0.0000	\$0
ATHLETICS, GAME MGR	MMS	0.0000	\$0
ATHLETICS, ATHLETIC TRAINER	WHS	0.1500	\$8,350
BASKETBALL COACH	MMS	0.0400	\$2,227
BASKETBALL COACH	MMS	0.0400	\$2,227
BASKETBALL COACH	MMS	0.0400	\$2,227
BASKETBALL COACH	MMS	0.0400	\$2,227
BASKETBALL COACH	MMS	0.0400	\$2,227
BASKETBALL COACH	MMS	0.0400	\$2,227
BASKETBALL COACH	MMS	0.0400	\$2,227
BASKETBALL COORDINATOR, HEAD	MMS	0.0400	\$2,227
BASKETBALL COACH BOYS, 9TH	WHS	0.0500	\$2,783
BASKETBALL COACH BOYS, 9TH	WHS	0.0500	\$2,783
BASKETBALL COACH BOYS, ASSISTANT	WHS	0.1200	\$6,680
BASKETBALL COACH BOYS, HEAD	WHS	0.2000	\$11,133
BASKETBALL COACH BOYS, JV	WHS	0.0700	\$3,897
BASKETBALL COACH GIRLS, ASSISTANT	WHS	0.1200	\$6,680
BASKETBALL COACH GIRLS, 9TH	WHS	0.0500	\$2,783
BASKETBALL COACH GIRLS, 9TH	WHS	0.0500	\$2,783
BASKETBALL COACH GIRLS, HEAD	WHS	0.2000	\$11,133
BASKETBALL COACH GIRLS, JV	WHS	0.0700	\$3,897

BASEBALL COACH, ASSISTANT	WHS	0.0600	\$3,340
BASEBALL COACH, 9TH	WHS	0.0500	\$2,783
BASEBALL COACH, JV	WHS	0.0500	\$2,783
BASEBALL COACH, HEAD	WHS	0.1200	\$6,680
BOWLING COACH	WHS	0.0230	\$1,280
CHEERLEADING ADVISOR - 7	MMS	0.0441	\$2,455
CHEERLEADING ADVISOR - 8	MMS	0.0441	\$2,455
CHEERLEADING ADVISOR, HEAD	WHS	0.0900	\$5,010
CHEERLEADING ADVISOR, ASSISTANT	WHS	0.0600	\$3,340
CROSS COUNTRY COORDINATOR	MMS	0.0400	\$2,227
CROSS COUNTRY COACH, ASSISTANT	MMS	0.0400	\$2,227
CROSS COUNTRY COACH BOYS/GIRLS, HEAD	WHS	0.1000	\$5,567
CROSS COUNTRY COACH, ASSISTANT	WHS	0.0600	\$3,340
FOOTBALL COACH	MMS	0.0426	\$2,371
FOOTBALL COACH	MMS	0.0426	\$2,371
FOOTBALL COACH	MMS	0.0426	\$2,371
FOOTBALL COACH	MMS	0.0426	\$2,371
FOOTBALL COACH	MMS	0.0426	\$2,371
FOOTBALL COACH	MMS	0.0426	\$2,371
FOOTBALL COACH	MMS	0.0426	\$2,371
FOOTBALL COORDINATOR, HEAD	MMS	0.0426	\$2,371
FOOTBALL COACH, 9TH	WHS	0.0700	\$3,897
FOOTBALL COACH, 9TH	WHS	0.0700	\$3,897
FOOTBALL COACH, 9TH	WHS	0.0700	\$3,897
FOOTBALL COACH, 9TH	WHS	0.0700	\$3,897
FOOTBALL COACH, ASSISTANT	WHS	0.1408	\$7,838
FOOTBALL COACH, ASSISTANT	WHS	0.1408	\$7,838
FOOTBALL COACH, ASSISTANT	WHS	0.1408	\$7,838
FOOTBALL COACH, ASSISTANT	WHS	0.1408	\$7,838
FOOTBALL COACH, ASSISTANT	WHS	0.1408	\$7,838
FOOTBALL COACH, ASSISTANT	WHS	0.1408	\$7,838
FOOTBALL COACH, ASSISTANT	WHS	0.1408	\$7,838
FOOTBALL COORDINATOR	WHS	0.1524	\$8,484
FOOTBALL COORDINATOR	WHS	0.1524	\$8,484
FOOTBALL COORDINATOR, SCOUTING	WHS	0.1524	\$8,484
FOOTBALL EQUIPMENT MANAGER	WHS	0.1408	\$7,838
GOLF COACH BOYS, ASSISTANT	WHS	0.0400	\$2,227
GOLF COACH BOYS, HEAD	WHS	0.1000	\$5,567
GYMNASTICS COACH GIRLS, ASSISTANT	WHS	0.0600	\$3,340
GYMNASTICS COACH GIRLS, HEAD	WHS	0.1000	\$5,567
SOCCER COACH BOYS, ASSISTANT	WHS	0.0600	\$3,340

SOCCER COACH BOYS, HEAD	WHS	0.1000	\$5,567
SOCCER COACH GIRLS, ASSISTANT	WHS	0.0600	\$3,340
SOCCER COACH GIRLS, HEAD	WHS	0.1000	\$5,567
SOFTBALL COACH GIRLS, 9TH	WHS	0.0500	\$2,783
SOFTBALL COACH GIRLS, ASSISTANT	WHS	0.0600	\$3,340
SOFTBALL COACH GIRLS, HEAD	WHS	0.1200	\$6,680
SOFTBALL COACH GIRLS, JV	WHS	0.0500	\$2,783
SWIMMING COACH BOYS/GIRLS, ASSISTANT	WHS	0.0600	\$3,340
SWIMMING COACH BOYS/GIRLS, HEAD	WHS	0.1550	\$8,628
TENNIS COACH BOYS, ASSISTANT	WHS	0.0600	\$3,340
TENNIS COACH BOYS, HEAD	WHS	0.1000	\$5,567
TENNIS COACH GIRLS, ASSISTANT	WHS	0.0600	\$3,340
TENNIS COACH GIRLS, HEAD	WHS	0.1000	\$5,567
TRACK COACH	MMS	0.0400	\$2,227
TRACK COACH	MMS	0.0400	\$2,227
TRACK COACH	MMS	0.0400	\$2,227
TRACK COACH	MMS	0.0400	\$2,227
TRACK COACH	MMS	0.0400	\$2,227
TRACK COORDINATOR, HEAD	MMS	0.0400	\$2,227
TRACK COACH	WHS	0.0600	\$3,340
TRACK COACH	WHS	0.0600	\$3,340
TRACK COACH	WHS	0.0600	\$3,340
TRACK COACH	WHS	0.0600	\$3,340
TRACK COACH	WHS	0.0600	\$3,340
TRACK COACH	WHS	0.0600	\$3,340
TRACK COACH	WHS	0.0600	\$3,340
TRACK COACH	WHS	0.0600	\$3,340
TRACK COACH BOYS, HEAD	WHS	0.1200	\$6,680
TRACK COACH GIRLS, HEAD	WHS	0.1200	\$6,680
VOLLEYBALL COACH	MMS	0.0400	\$2,227
VOLLEYBALL COACH	MMS	0.0400	\$2,227
VOLLEYBALL COACH	MMS	0.0400	\$2,227
VOLLEYBALL COORDINATOR, HEAD	MMS	0.0400	\$2,227
VOLLEYBALL COACH, 9TH	WHS	0.0500	\$2,783
VOLLEYBALL COACH, ASSISTANT	WHS	0.0600	\$3,340
VOLLEYBALL COACH, HEAD	WHS	0.1000	\$5,567
VOLLEYBALL COACH, JV	WHS	0.0500	\$2,783
WRESTLING COACH	MMS	0.0400	\$2,227
WRESTLING COACH	MMS	0.0400	\$2,227
WRESTLING COORDINATOR, HEAD	MMS	0.0400	\$2,227
WRESTLING COACH, ASSISTANT	WHS	0.0600	\$3,340
WRESTLING COACH, ASSISTANT	WHS	0.0600	\$3,340
WRESTLING COACH, HEAD	WHS	0.1550	\$8,628

MUSIC PROGRAM, ELEMENTARY	DISTRICT	0.0100	\$557
MUSIC PROGRAM, ELEMENTARY	DISTRICT	0.0100	\$557
MUSIC PROGRAM, ELEMENTARY	DISTRICT	0.0100	\$557
MUSIC ENSEMBLE ADVISOR INSTRMTL 5/6	MMS	0.0100	\$557
MUSIC ENSEMBLE ADVISOR INSTRMTL 7/8	MMS	0.0100	\$557
MUSIC ENSEMBLE ADVISOR VOCAL 5/6	MMS	0.0100	\$557
MUSIC ENSEMBLE ADVISOR VOCAL 7/8	MMS	0.0100	\$557
MUSICAL, ASSISTANT	MMS	0.0134	\$746
MUSICAL, CHOREOGRAPHY/COSTUME	MMS	0.0134	\$746
MUSICAL, DIR/PRODUCER	MMS	0.0206	\$1,147
MUSICAL, TECH DESIGN	MMS	0.0134	\$746
SHOW CHOIR	MMS	0.0230	\$1,280
SHOW CHOIR	MMS	0.0230	\$1,280
BAND, BB PEP BAND INSTRUCTOR	WHS	0.0150	\$835
BAND, DIR OF INSTR ACT/MARCHING BAND DIR	WHS	0.2850	\$15,865
BAND, MAJORETTE INSTRUCTOR	WHS	0.0600	\$3,340
BAND, MARCHING BAND INSTR ASSISTANT	WHS	0.0600	\$3,340
BAND, MARCHING BAND INSTR ASSISTANT	WHS	0.0600	\$3,340
BAND, MARCHING BAND INSTR ASSISTANT (1)	WHS	0.1100	\$6,123
MUSICAL, BACKSTAGE MGR/PROPS	WHS	0.0180	\$1,002
MUSICAL, DIRECTOR	WHS	0.0350	\$1,948
MUSICAL, LIGHTS/SETS	WHS	0.0180	\$1,002
MUSICAL, PIT DIRECTOR	WHS	0.0180	\$1,002
MUSICAL, PRODUCER	WHS	0.0350	\$1,948
MUSICAL, SOUND/VIDEOTAPING	WHS	0.0180	\$1,002
MUSICAL, VOCAL DIRECTOR	WHS	0.0180	\$1,002
VOCAL DIRECTOR, HEAD	WHS	0.2000	\$11,133
VOCAL MUSIC, ASST INSTRUCTOR	WHS	0.0230	\$1,280
GRAND TOTALS			\$595,662
		EST FRINGES	\$92,029.81
		TOTAL EST PKG	\$687,692.01

17.022 Extended Time — days multiplied by individual’s daily rate, if the duties are required and performed.

Guidance Coordinator	20 days
Guidance WHS (2 minimum)	15 days
Guidance Middle Schools	15 days
Occupational	Training/Job
School Nurse	10days sprsvn resp.

17.03

Board Pickup of Bargaining Unit Member Contributions to STRS

17.031 For purposes of Section 17.03, total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A bargaining unit member’s deferred salary shall be equal to that percentage of said bargaining unit member’s total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (“STRS”) to be paid as an employee contribution by said bargaining unit member and shall be paid by the Board to STRS on behalf of said member as “pickup” of the STRS employee contribution otherwise payable by said bargaining unit member. A bargaining unit member’s cash salary shall be equal to said member’s total annual salary or salary per pay period less the amount of the pickup for said bargaining unit member and shall be payable, subject to applicable payroll deductions, to said member. The Board’s total combined expenditures for bargaining unit members’ total annual salaries otherwise payable under this agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

17.032 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the “pickup.” The Board shall report for Federal and Ohio income tax purposes as a bargaining unit member’s gross income said member’s total annual salary less the amount of the “pickup.” The Board shall report for municipal income tax purposes as a bargaining unit member’s gross income said bargaining unit member’s total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

- 17.033 The pickup shall be included in the bargaining unit member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- 17.034 The pickup shall apply to all payroll payments made after the adoption of this agreement, as amended.
- 17.035 Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this agreement by the Board.

17.04 Insurance

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Employees may not be paid in cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

- A. The Employee will pay 10 percent of the premium for employee and family coverage of hospitalization, major medical and prescription drug.
- B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional **Mutual**

Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses will be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date, with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications - PPO:

Maximum Benefits Unlimited

Deductible \$100/individual
\$200/family

Accumulation Period Calendar Year

Co-Insurance Provision In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000.00 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be

necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Plan description (summary only):

1. Maximum benefits/covered person:
Class I, II or III -\$2,500/person per year.
2. Deductible Ind. \$25 per year
3. Deductible Family \$75 per year
4. Co-insurance Amounts
 - a. Class I-
 Prevention 100% of Usual & Customary
 (no deductible)
 - b. Class II
 Basic 80% of Usual & Customary
 - c. Class III
 Major 80% of Usual & Customary
 - d. Class IV
 Orthodontia 60% of Usual & Customary
- Lifetime maximum
 Orthodontia \$1200/per individual

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

VISION

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board.

Specifications

1. Eye examinations - One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
2. Lenses – One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$20	\$40
Bifocals	\$30	\$60
Trifocals	\$40	\$80
Lenticular	\$100	\$200
Contact lenses (cosmetic)	\$35	\$70
Contact lenses (medically necessary)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:
 - a. The lenses are necessary following cataract surgery;
 - b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
 - c. The lenses are necessary for the treatment of anisometropia or keratoconus.
4. Frames - One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

1. Services for which vision care coverage does not provide benefits include:
 - a. Sunglasses, whether or not requiring a prescription.
 - b. Drugs or medications.
 - c. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e. Orthoptics or vision training.
 - f. Aniseikonic lenses.
 - g. Coated lenses.
2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
3. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts

17.05 Severance Pay

17.051 Upon retirement, bargaining unit members 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 seventy-eight (78) days all at the per diem rate at the time of retirement. "Retirement" shall be defined to mean eligibility for retirement benefits under the State Teachers' Retirement System. Within the meaning of this policy, a bargaining unit member may "retire" once only. Retirement from another district shall make an individual ineligible for this retirement benefit. This policy does not apply to anyone who left the system prior to its adoption.

17.052 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 Board. This benefit shall only be available to members of the bargaining unit with ten (10) years of services with the Board. The amount of the survivor benefit shall be equal to one-fourth (1/4) of the member of the bargaining unit's accumulated sick leave up to a maximum of 120 days at the member of the bargaining unit's current per diem rate of pay.

17.053 The bargaining unit member, due to IRS regulations, will have their severance pay check delayed until the first payday in the calendar year following retirement.

17.054 Payment under 17.051 shall eliminate all accrued sick leave.

17.06 Severance Enhancement

17.0611 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.

17.0612 The bargaining unit member must, in fact retire into STRS, as indicated.

17.0613 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.

17.07 Tuition/CEU Reimbursement

The Board shall budget a special fund of forty thousand dollars (\$40,000) each fiscal year to reimburse bargaining unit members for earned college credit or approved CEU hours subject to the following conditions:

The Board shall reimburse teachers at a rate of one thousand dollars (\$1,000) maximum per year for graduate credit earned.

17.0711 The bargaining unit member shall have taught in the Massillon School District for a minimum of three (3) years. Each bargaining unit member receiving pay under this section, prior to his/her receipt of such pay, shall agree that he/she will teach in the Massillon School District for at least one full school year following receipt of such pay. If such bargaining unit member fails to teach in the district for the required period, the amount of such tuition pay received during the prior school year shall be deducted from said bargaining unit member's final pay.

17.0712 Such courses or approved CEU hours must be taken in the area of present certification or in directly related fields. The bargaining unit

member must demonstrate that the course fits the above description. Approval or rejection will be based upon the aforementioned.

- 17.0713 The bargaining unit member desiring such reimbursement must complete the appropriate form and submit to the Superintendent or his designee anytime prior to thirty (30) days after completion of the course.

Correspondence courses and television courses shall not be approved for purposes of reimbursement. Further, any course where the bargaining unit member is receiving any other type of aid will not be reimbursed.

- 17.0714 The bargaining unit member shall submit written proof in the form of an official transcript of completed credit from an institution recognized by the Ohio State Department of Education for its accreditation. All courses must be completed between July 1 and June 30. The bargaining unit member must complete the course with at least a (B) grade or better, or PASS if Pass/Fail. Evidence of successful completion must be submitted by May 31 or within two (2) weeks of the completion of the course, whichever is later.

- 17.0715 The rate of reimbursement will be a maximum of \$167.00 per quarter hour or \$250.00 per semester hour. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate. (The maximum reimbursement per request will be 4 semester hours or 6 quarter hours.)

- 17.0716 After all approved course work has been completed, the total number of hours taken will be converted to either its semester or quarter hour equivalent and this total will be divided into the maximum amount listed above. The quotient will be converted and will be paid for each approved hour.

- 17.0717 A bargaining unit member may submit for reimbursement, beyond the \$1,000 not to exceed \$2,000 on a first- come, first-served basis for any unencumbered funds remaining after August 15 each year, to be paid in June of each fiscal year

- 17.0718 The reimbursement is to be payable as a single sum in a separate check following presentation of satisfactory evidence that the course work has been successfully completed. Deductions mandated by law shall be made.
- 17.0719 Any Board or LPDC required courses will be paid at 100% and not be charged against the maximum above.

17.08 Payroll Deductions

In addition to any payroll deductions required by law, a bargaining unit member may apply for the following deductions:

- 17.0811 United Fund pledge;
- 17.0812 Massillon School Employees Credit Union;
- 17.0813 Association dues/fees including the vocational association for vocational teachers (to be divided equally 24 of 26 pays or 20 of 21 pay periods);
- 17.0814 Washington National Income Protection Plan;
- 17.0815 Tax sheltered annuity program (Payroll deduction can be started effective September 15 with application by August 15 or January 1 with application by December 15. Such payroll deduction may be terminated at any time upon two (2) weeks notice to the Treasurer. If terminated, it cannot be restarted in the same school year);
- 17.0816 Cancer care insurance;
- 17.0817 Contributions for political organizations and parties and for nonpartisan issues. The Board may deduct an amount equal to its expense for making such deductions.

17.09 Schedule of Payments

- 17.091 Bargaining unit members shall be able to select one of the two options for receiving their pay. Bargaining unit members new or recalled or rehired to the District shall select either option at the time of employment.

17.0911 Option #1

Bargaining unit members shall receive twenty-six (26) bi-weekly pays, over a twelve (12) month period. Deductions shall be made in accordance with the payroll deduction policy. The first payday shall occur no later than the fifteenth day of work. If, due to the spacing of paychecks, it is discovered that there will be three (3) weeks or more between the last paycheck of one contract year to the next, the first ten (10) paychecks of the succeeding school year will be fifteen (15) days apart [i.e., 1st pay on a Monday, the 2nd pay on Tuesday (fifteen (15) days later), the 3rd on Wednesday (fifteen (15) days later) and so on].

17.0912 Option #2

Bargaining unit members selecting this option shall receive twenty-one (21) pays. Teachers initially enrolling in this option shall submit a written request to the Treasurer's office by August 15 unless employed, recalled, or rehired after that date. Once the bargaining unit member has requested this option, it will continue in effect until the bargaining unit member submits a written request to the Treasurer to change to the 26-pay option. Requests for change must be received by the Treasurer by August 15.

The following conditions shall apply to this option:

17.09121 The first pay will be the second general payday for bargaining unit members and be bi-weekly thereafter.

17.09122 The twenty-first payment will not be released until all contracted duties are completed as verified by the bargaining unit member's principal or immediate supervisor.

17.09123 Deductions for May, June, July and August will be withheld from the final four (4) paychecks.

17.09124 Bargaining unit members shall not receive pay in advance of their earnings.

17.092 The Treasurer will establish the schedule of paydays after the school calendar is adopted each year.

17.093 The Association President shall be notified of any uniform change in payroll deduction made by the Treasurer's office in its practices and procedures for payroll deductions not less than two (2) weeks in advance of such.

17.10 Covering Class Pay

17.101 Any bargaining unit member who covers or splits the class(es) of an absent bargaining unit member shall be paid 1/7th of the prevailing substitute teacher's daily rate of pay per class period or hour whichever is shorter.

17.102 Bargaining unit members will be used only to cover classes when regular substitutes are not available.

17.103 Bargaining unit members will only have this duty if they volunteer.

17.104 This pay is only for administrative driven requests.

ARTICLE 18 - FAIR SHARE FEE

18.01 Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

18.02 Notification of the Amount of Fair Share Fee

Notice of the Amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association.

18.03 Schedule of Fair Share Fee Deductions:

18.031 Payroll deductions of such fair share fees shall begin with the first payroll period after January 15th or thirty (30) days after OEA mails its financial disclosure whichever is later except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after the date of their employment.

18.032 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

18.04 Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

18.05 Procedure for Rebate

18.051 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

18.052 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

18.06 Hold Harmless

18.061 The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any Liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including court costs. If the Association refuses to provide an attorney to defend the Board in any such action, the Association agrees to reimburse the Board for attorneys' fees, in addition to the aforementioned costs. For purposes of this Section, the term "Board" includes the Board of Education of the Massillon City School District, its members, the Treasurer, Superintendent and all members of the administrative staff.

18.062 The Board shall provide written notice within ten (10) calendar days of any claim made or action filed by a nonmember for which indemnification may be claimed. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

18.07 Objections to Fair Share Fee

18.071 Any member of the bargaining unit who objects to the payment of the fair share service fee by reason of membership in and adherence to the tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the State Employment Relations Board ("SERB") to seek a declaration from SERB that the member not be required to financially support the local in accordance with the provisions of Section 4117.09(C) of the Ohio Revised Code.

18.072 It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C) of the Ohio Revised Code.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.01 Definitions

19.011 A "grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of the Master Contract.

19.012 "Days" shall mean calendar days excluding Saturdays, Sundays, and Federal Holidays.

19.013 "Grievant" is defined as a bargaining unit member(s) or the Association who has(ve) a grievance.

19.02 Rights of the Grievant and the Association:

- 19.021 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.
- 19.022 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 the administrator involved.
- 19.023 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.
- 19.024 A grievance that affects more than one bargaining unit member may be filed on behalf of all affected bargaining unit members, provided all affected bargaining unit members are informed in writing and agree thereto prior to the filing of such grievance.
- 19.025 All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

19.03 Time Limits

- 19.031 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.
- 19.032 If a formal grievance (Level II) is not filed within thirty (30) days after the act or conditions 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.
- 19.033 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 that step and further appeal shall be barred.

- 19.034 Failure at any level of an administrator to communicate a decision within the specified time limit shall automatically advance to the next level of the formal grievance procedure.
- 19.035 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.
- 19.036 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.
- 19.037 Hearings 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.

19.04 Procedure

19.041 Level I: (Informal)

If a grievant believes there is a basis for a grievance, he must first discuss the matter with his principal or immediate supervisor in an effort to resolve the problem informally.

19.042 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 19.032, he may begin formal procedure by submitting the formal grievance on the form attached hereto and made a part hereof marked Appendix B, 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 in Level II of the Grievance Report Form and signed by both parties.

19.043 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 or his designee shall hold a meeting and make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form and signed by both parties.

19.044 Level IV: (Formal)

19.0441 If the Association is not satisfied with the Level III decision, then a request for arbitration may follow within seven (7) days of the Level III decision. The parties jointly agree to petition the American Arbitration Association to provide a panel of nine arbitrators to be selected according to the AAA rules.

19.0442 The arbitrator's decision is binding on the Board, Administration, Association, and the grievant. The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law.

19.0443 The cost of the arbitration, meaning the arbitrator's fee and hearing transcript only, shall be as determined by the arbitrator as part of his/her decision.

ARTICLE 20 - INTERNAL COMPLAINT PROCEDURE

20.01 A complaint involves an alleged violation, misinterpretation or misapplication of the personnel section of Board policy, or any policy that specifically mentions bargaining unit members and/or directly relates to bargaining unit members and/or the administrative rules and regulations used to implement the same. This provision is not to take the place of a grievance defined in Article 19 of this contract.

20.02 The complaint shall be identified and be represented in writing to the Superintendent within twenty (20) days of the act or condition upon which the complaint is based. The written complaint must contain a statement how the policy/rule or regulation is allegedly being misapplied or misinterpreted. It must state the remedy sought.

20.03 The Superintendent or his/her designee shall, within ten (10) days of the receipt of the complaint, hold a meeting to hear the complaint. Within seven (7) days of this meeting, the Superintendent or his/her designee shall issue a response and decision in writing to the complainant(s).

ARTICLE 21 - CITIZEN COMPLAINTS

- 21.01 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 and/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.
- 21.02 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 and/or another person of their choice.
- 21.03 No complaint will be placed or recorded in the bargaining unit member's personnel file unless the complaint has been reduced to writing, has been signed by the complainant, 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.
- 21.04 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.

ARTICLE 22 - GRADING POLICY

- 22.01 A grade may include but not be limited to the following: test, quiz, homework, participation, projects, term papers, lab work, class assignment(s).
- 22.02 Teachers are required to complete interim reports for all students.
- 22.03 Any concern about a student's grade shall be addressed in a meeting with the parent, teacher, principal, and/or Superintendent and an Association representative of the teacher's choice. Following discussion at the meeting, a review committee composed of the teacher, principal, and the Association representative will determine the appropriate grade.
- 22.04 Grades given by a teacher may only be changed by that teacher or by the Review Committee.

ARTICLE 23 - DRUG FREE WORKPLACE

- 23.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- 23.02 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.

ARTICLE 24 - INDEPENDENT STUDY CLASS

- 24.01 At the discretion of the Board, the independent study class will be removed from Association bargaining unit and become part of the non-certificated bargaining unit.
- 24.02 The individual currently holding this position will be assigned to a bargaining unit position for which he is certificated.

ARTICLE 25 - CLASS SIZE

- 25.01 Any elementary class that exceeds the following class size limits will have an aide assigned to the class, upon request by the classroom teacher to the principal of the building. The aide will only be assigned to the specific class which exceeds these limits.

Pre-school - Grade 2	28 students
Grades 3-4	30 students

- 25.02 The pupil teacher ratio shall not exceed (forty) 40 in-class classroom teachers per 1000 students. For the purposes of this section, classroom teacher is defined as per ORC 3317.023.
- 25.03 No class shall have more students assigned than there are regular workstations.
- 25.04 The parties recognize that class sizes are in excess of that desired for quality education as indicated in the Performance Audit. The Board and Association will actively and collectively work to reduce class sizes to be at or below the averages provided in the Performance Audit.

ARTICLE 26 - SMOKE-FREE WORKPLACE

- 26.01 All district buildings will be smoke free beginning with the 1994-95 school year. The parties agree that they will comply with any federal or state mandate restricting smoking in district owned, leased or contracted buildings where routine or regular kindergarten, elementary, secondary or library services are offered to children. Except the parties agree that effective January 1, 2000, smoking will be prohibited only in district owned, leased or contracted buildings or vehicles. Employees shall not smoke in the view of community members or students on district owned, leased or contracted property.

ARTICLE 27 - LIABILITY SETTLEMENTS

- 27.01 If a settlement occurs in a negligence claim in which a bargaining unit member is named as a party, the settlement of the liability claim shall not be used by the Board or the administration for purposes of any disciplinary action against the employee. This does not preclude the Board from taking whatever action may be appropriate based upon the

acts of the employee, which action may be subject to review under the grievance procedure.

ARTICLE 28 - OCCUPATIONAL SAFETY AND HEALTH

28.01 Report Internally First

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

28.02 District's Right to Reassign

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which, the bargaining unit member acting in good faith reasonably believes; presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her supervisor of the condition. The bargaining unit members may be temporarily reassigned while the condition is being investigated and/or corrected.

28.03 Discrimination to be Grieved

A bargaining unit member who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code shall use the grievance procedure in this Contract as the means for asserting such a claim.

ARTICLE 29 - REHIRING/HIRING RETIREES

29.01 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:

29.011 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. Effective for employees hired by the district the first time as a retiree, on or after July 1, 2005, the position shall be posted **annually** and filled in accordance with Article 15.04 of this Agreement. If there are no qualified bidders, then the position may be offered to the individual who previously held the position.

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

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

- 29.014 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.
- 29.015 The employee agrees to be placed on the salary schedule at a step and column as if he/she was a new hire to the district, i.e., five (5) years experience and five (5) years military to a maximum of ten (10). Effective for employees hired for the first time as a rehired employee on or after July 1, 2005, the employee shall not advance from this step.
- 29.016 The following articles of this collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:
- | | | |
|---------------|---|---------------------------|
| Article 12 | - | Evaluation |
| Article 15 | - | Contracts and Assignments |
| Article 16 | - | Reduction in Force |
| Article 17.04 | - | Insurance |
| Article 17.05 | - | Severance Pay . |
- 29.017 Any rehired retiree employed prior to July 1, 2005 shall not be adversely affected by the changes made in the negotiations of this Agreement in 29.011 and/or 29.015.

ARTICLE 30 - ENTIRE AGREEMENT

- 30.01 This agreement constitutes the entire negotiated agreement between the Board and the Association and supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the Board and the Association.
- 30.02 In the event there is a conflict between a provision of this Master Agreement and laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, the retirement of public employees, residency requirements, the minimum educational requirements contained in the Ohio Revised Code pertaining to public education including the requirements of a certificate by the fiscal officer of a school district pursuant to O.R.C. 5705.41, and the minimum standards promulgated by the State Board of Education pursuant to O.R.C. 3301.17 (D), such laws shall prevail over such provision of the agreement. In the event of conflict between a provision of the agreement and the Ohio or United States Constitution, or Federal law, the Constitution or Federal law shall prevail over such provision of this Master Agreement. The parties will meet to negotiate any necessary change in this agreement relative to the affected provision within sixty (60) days by demand of either party.

30.03 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,

30.04 If, during the course of this agreement, a section(s) of the Agreement becomes unworkable, either party may request bargaining on that section. Such bargaining will occur only upon the mutual agreement of the parties.

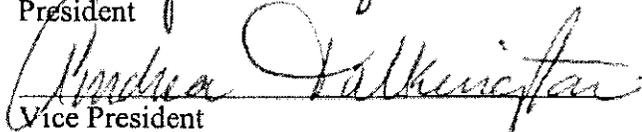
ARTICLE 31 - DURATION

31.01 Except to the extent it is otherwise provided for in this Agreement, it shall become effective June 30, 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 and negotiations shall be done consistent with Sections 7.012 through 7.022 of the Agreement.

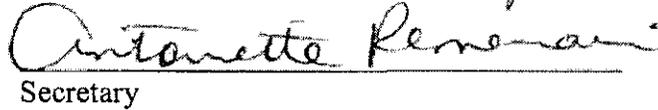
By: **MASSILLON EDUCATION ASSOCIATION**



President



Vice President

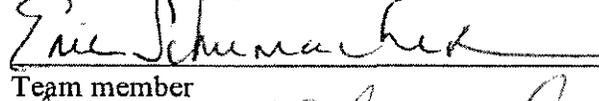


Secretary



Treasurer

Designated Principal Representative



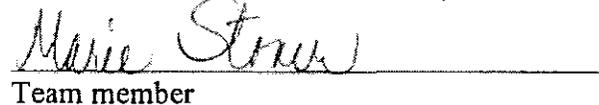
Team member



Team member



Team member



Team member

By: MASSILLON BOARD OF EDUCATION

Marshall Wambury
President

Rich Hooper
Superintendent

[Signature]
Treasurer

**MASSILLON CITY SCHOOLS
GRIEVANCE PROCEDURE FORM**

AGGRIEVED PERSON, PERSONS, and/or M.E.A.:

ADDRESS _____

PHONE _____

PRINCIPAL/SUPERVISOR _____

DATE GRIEVANCE OCCURRED _____

DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED:

INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE:

What part of the definition of grievance is violated? Specifically cite the section of the Master Agreement allegedly violated, misapplied or misinterpreted.

ACTION REQUESTED:

Have you discussed this with your principal? Yes ___ No ___

If Yes, what action has been taken so far?

Grievant

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION

DATE _____ SIGNATURE _____

SIGNATURE _____
Grievant and/or Assn. Rep.

SIGNATURE _____
Grievant and/or Assn. Rep. Appealing to Level II

LEVEL III (FORMAL) DECISION

DATE _____ SIGNATURE _____

SIGNATURE _____
Grievant and/or Assn. Rep.

SIGNATURE _____
Grievant and/or Assn. Rep. Appealing to Level II

Where decision requires additional space attach pages as necessary.