



# **NEGOTIATED AGREEMENT**

**Between the**  
**Mansfield School Employees Association**  
**And the**  
**Mansfield City Board of Education**

**Effective through June 30, 2014**

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**ARTICLE I**  
**PROFESSIONAL NEGOTIATIONS AGREEMENT**

**101 PREAMBLE**

The Board of Education of the Mansfield City Schools, hereinafter Board, and the Mansfield School Employees Association, affiliated with the Ohio Education Association and the National Education Association OEA/NEA, hereinafter MSEA, set forth this Agreement to establish the relationship between the Board and the MSEA and to establish one orderly procedure for the consideration and resolution of matters of concern.

**102 RECOGNITION**

- A. The Board recognizes the MSEA as the sole and exclusive representative for the bargaining unit of all professional certificated personnel, both full and part-time, including those on approved leaves of absence. Excluded from the bargaining unit are the Superintendent, Chief Operating Officer (COO), Chief Academic Officer (CAO), Assistant Superintendent, Principals, Executive Directors, Assistant Principals, Coordinator of Gifted and Talented, Coordinator of Computer Education Programs, tutors, school psychologists, casual day-to-day substitutes, supervisory or management personnel as defined in ORC 4117.01 (F), (J), and/or 4117.01 (K), and night and off site Adult Education personnel. Tutors and home instruction personnel shall be included in the bargaining unit, but shall be limited to the rights set out in Article X, Tutors and Home Instruction Personnel.
- B. The recognition of the MSEA as sole and exclusive representative may be challenged by petition in accordance with the rules and regulations of the State Employment Relations Board (SERB), provided such petition is filed during the period of 120 days to 90 days prior to the expiration date of this Agreement.

**103 NEGOTIATIONS PROCEDURE**

- A. Scope of Bargaining

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

- B. Representation

The Board and the MSEA shall each designate a bargaining team of up to five (5) representatives. Up to three (3) consultants may be used by each side at each meeting. Each team shall be empowered to negotiate on behalf of its appointing party.

- C. Directing Requests

1. Requests to open negotiations shall be made, in writing, no earlier than one hundred and twenty (120) days nor later than ninety (90) days prior to the expiration date of the Agreement. Such requests shall be sent by certified mail and contain the nature of the request, the name and address of a contact person, and shall be dated. The party initiating negotiations will notify SERB with a copy of the existing agreement, copying the other party with such communication, and highlighting the disagreement section.
2. The other party shall send a reply by certified mail within seven (7) days of receipt of the request. The reply shall contain the name and address of a contact person, the time, the place and date for an initial meeting, and shall be dated.

D. Negotiations Meeting Period

1. The first negotiation session shall be held within fourteen (14) days of the date of the initial request, unless otherwise mutually agreed.
2. At the first negotiation meeting:
  - a. The first item of business is to exchange proposals.
  - b. The second item of business is to establish an official agenda, which shall consist of all items submitted at this meeting by the MSEA and the Board teams. Proposals made by either the MSEA or the Board shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Topical listings of items proposed for negotiations shall not be acceptable. After the agenda has been established, no additional proposals may be submitted without mutual consent.
3. All negotiations meetings shall be held in private, between the bargaining teams, at mutually agreed to times and places.
4. Negotiations shall be concluded within thirty (30) calendar days of the date of expiration of the Agreement. Extensions of up to seven (7) calendar days may be granted upon the request of either party and by mutual agreement.
5. All negotiations shall be held at a mutually agreed to location with equal facilities for each team.
6. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by representatives of each team and set aside.
7. During negotiations, either party may call for a caucus at any time for up to thirty (30) minutes or an agreed to extension.

8. Each team shall provide its own secretarial assistance from within the team membership. Tape recorders may be used in interest based bargaining; however, such recordings shall not be construed as minutes of the negotiations meeting(s) unless mutually agreed to by the parties.
9. There shall be no news releases concerning negotiations during the negotiations period or extension(s) thereof, except by mutual agreement. The bargaining teams may keep their appointing parties informed, in confidence, of the progress of negotiations. If either party declares impasse, the period of time utilized for the impasse procedures, as stipulated in Section 105 of this Agreement, shall be considered a part of the negotiations period as stipulated above.
10. Prior to, and during the negotiations period, the Board will provide, upon request, all available information needed by the MSEA team to deal with the issues under consideration. Such information will be provided in its existing form or a reasonable modification of that form within a reasonable period of time.
11. All bargaining shall be in "good faith" and each team shall have the power to negotiate: that is, make proposals, consider proposals, and make concessions without consultation with their respective constituencies.
12. The parties may mutually agree to use the interest based bargaining process; in which case, mutually developed guidelines may supersede portions of Section 103.

## **104 AGREEMENT**

- A. When an agreement is reached through negotiations, the outcome shall be reduced to writing and that agreement shall be submitted to the MSEA membership for ratification within ten (10) calendar days of said Agreement. The Treasurer of the Board shall be notified of the ratification results. If the Agreement has been ratified by the MSEA, the Board, at a regular or special meeting which shall be not more than ten (10) calendar days from the receipt of said notice, shall adopt or reject the Agreement. If adopted, the Agreement shall be signed by the President of the Board and the negotiating team for MSEA and made a part of the official minutes of the Board. The resulting Agreement shall supersede any conflicting Board policies or regulations and shall constitute a modification of the Contract between the MSEA and the Board. Said Agreement shall be binding on both parties and shall, by reference, be a part of the contract and salary agreement of each staff member.
- B. Within fourteen (14) days of adoption, each party shall designate three (3) members to a joint committee, which shall meet at the request of either side to organize the provisions of the Agreement.

- C. Within thirty (30) days of the adoption of the agreement or the conclusion of the Joint Committee, whichever is later, the MSEA and Board shall jointly prepare a written copy of the agreement. The MSEA shall be responsible for distributing copies of the agreement to MSEA members. The MSEA shall pay the actual cost of paper used in printing the contract for MSEA members. The Board shall be responsible for copying the agreement.

## **105 DISAGREEMENT – ARBITRATION/MEDIATION**

- A. Either party may declare impasse on unresolved items if negotiations have not been completed within forty (40) calendar days of the expiration of the Agreement or if an extension(s) is not agreed to by the parties.
- B. Within three (3) calendar days of the declaration of impasse, a joint request will be made to the American Arbitration Association (AAA) for an arbitrator who will be selected according to the voluntary rules of the AAA or upon mutual request the parties may utilize the services of Federal Mediation and Conciliation Services (FMCS) in accordance with its guidelines, or other mediation services manually agreed to by the parties.
- C. If arbitration is utilized, the following shall apply. The arbitrator shall arrange, as soon as possible, to hold necessary hearings for the purpose of hearing the positions of both parties on items at impasse.
- D. Following such hearing, the arbitrator will make a recommendation for settlement, in writing, to the bargaining teams. The teams shall meet at least once to review and clarify the recommendation.
- E. Within ten (10) calendar days of the meeting or final meeting following receipt of the recommendation by the negotiations teams, the recommendations of the arbitrator, including any mutually agreed to modifications, shall be submitted to the MSEA membership for acceptance or rejection. If the recommendation is accepted, it shall then be combined with all items over which tentative agreement had been reached, and this total package shall be accepted or rejected by the MSEA membership. The Treasurer shall be notified in writing of the acceptance or rejection.
- F. If the MSEA accepts the total package as specified above, the Board shall meet in regular or special session within ten (10) calendar days. At this meeting the Board will 1) accept or reject the arbitrator's recommendation including any mutually agreed to modifications and 2) if the recommendation is accepted, the Board shall then accept or reject the total package as approved by the MSEA.
- G. If the MSEA fails to ratify or the Board fails to adopt the results of negotiations, the arbitrator's report may be made public.
- H. The fees and expenses of the arbitrator shall be shared equally by the Board and the MSEA.

## 106 PROVISIONS CONTRARY TO LAW/COMPLETE AGREEMENT

- A. If any section of this Agreement is found to be contrary to law, that section shall be null and void to the extent contrary to law. The parties shall meet within sixty (60) days to work out a mutually agreeable solution. All remaining provisions shall remain in full force and effect.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations for the duration of this Agreement.

## 107 DEFINITIONS

- A. Staff Member – All professional, certificated personnel, both full and part-time, including those on approved leaves of absence. Excluded shall be the Superintendent, Assistant Superintendent, COO, CAO, Principals, Executive Directors, Assistant Principals, Coordinator of Gifted and Talented, Coordinator of Computer Education Programs, tutors, school psychologists, casual day-to-day substitutes, supervisory or management personnel as defined in ORC 4117.01 (F), (J) and/or 4117.01 (K), and night and off site Adult Education personnel. Casual day-to-day substitutes shall be defined as those who work less than sixty (60) consecutive days in one specific teaching position.
- B. Sole and Exclusive Representative – The organization granted such status and recognized by the Board as the official representative of all staff members regardless of membership or non-membership in that organization. The exclusive representative shall further represent staff members regardless of their race, color, creed, national origin, sex, age, or marital status.

The Board of Education recognizes the organization's sole and exclusive rights to provide for proper representation of the bargaining unit. These rights are enumerated in Article IX.

- C. Negotiations – To confer, discuss, propose, consider, and make counter-proposals, in good faith, in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by the representatives of the Board and the MSEA with authority to negotiate in "good faith." Final approval of any negotiated agreement shall be first by ratification of the MSEA and then official adoption of the Board.

- D. Negotiations Meeting Period – That period of time negotiations has been initiated until agreement has been reached, or the time factor of thirty (30) days or mutually agreed to extensions thereof from the initial negotiations meeting has expired.
- E. Caucus – A limited break in the negotiations session of not more than thirty (30) minutes, unless otherwise mutually agreed to by both teams.
- F. Day – A calendar day.
- G. Good Faith – The willingness to consider, propose, and make counter-proposals in an effort to reach a mutually agreed position. Good faith requires the participants in the negotiations to provide good and sufficient reasons to proposals and counterproposals. Good faith does not mean that either negotiations team is given authority to make final commitments for the Board or the MSEA.
- H. Impasse – Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by members of the negotiations teams is taking place, agreement is not reached, and negotiations have ceased.
- I. Agreement – Agreement is reached when both parties have reached an understanding and terms are mutually agreeable. Agreement is subject to ratification by the MSEA and adoption by the Board.

## **108 NEGOTIATIONS SERVICES FEE**

- A. Upon receipt by the Treasurer of an authorized card signed by a staff member, the Treasurer is authorized to deduct from the pay of said staff member the amount indicated on the authorization card. The deduction authorized shall be remitted to the MSEA.
- B.
  1. Payroll Deduction of Fair Share Fee
 

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the MSEA, a fair share fee for the Union's representation of such non-members during the term of this contract.
  2. Notification of the Amount of Fair Share Fee
 

Notice of the amount of the annual fair share fee shall be transmitted by the Union 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 Employer agrees to transmit all amounts deducted to the Union.
  3. Schedule of Fair Share Fee Deductions
    - a. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually.

b. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Union 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. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

4. Transmittal of Deductions

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

5. Procedure for Rebate

The MSEA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (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 MSEA 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.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the MSEA/OEA/NEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure.

7. Indemnification of Board

The Association shall indemnify the Board for any costs associated with the Board's compliance with the fair share fee provisions of this contract. This shall include any litigation costs. The Association reserves the right to designate counsel to represent the Employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize

his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interest.

## **109 MANAGEMENT RIGHTS**

The Board hereby retains and reserves unto itself 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 provided such powers, rights, authority, duties, and responsibilities are not inconsistent with the terms of this Agreement.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **201 DEFINITIONS**

- A. A grievance is a claim by a staff member, a group of staff members, or the MSEA, based on an alleged violation, misinterpretation, or misapplication of the written Agreement between the Board and the MSEA.
- B. A grievant shall mean a staff member, a group of staff members, or the MSEA alleging that a grievance has occurred.
- C. A group grievance must have arisen out of similar circumstances affecting each staff member or group of staff members.
- D. The term "days" when used in this article shall mean from the 1<sup>st</sup> day of the teacher school year as set forth in the district calendar to June 30<sup>TH</sup> exclusive of holidays contained within the school calendar and weekends. If these requirements can be shown to likely cause harm to a grievant, the parties agree to expedite the process so that the grievance procedure may be exhausted prior to the last day of school or as soon thereafter as possible.
- E. Parties in interest shall mean the staff member or staff members making the claim, including their designated representative as provided for herein, and any person or persons who might be required to act or against whom action might be taken in order to resolve the grievance.

### **202 RIGHTS OF THE GRIEVANT**

- A. The grievant shall have the right to have his/her representative(s) at any and all levels of the procedure and/or counsel at Levels One, Two and Three. The MSEA/OEA/NEA through its designated representatives shall be the only organization that has the right to file grievances and represent grievants.
- B. No reprisal shall be taken against a "party in interest" based on the use of the procedure. Grievance proceedings shall be confidential at all levels.

- C. The grievant and his/her representative shall have the right to present evidence, call and cross-examine witnesses, or otherwise present his/her position during grievance hearings.
- D. All grievances shall be filed on official negotiated grievance forms (see Appendix A), which shall be available from the MSEA and the administration.
- E. Documents related to the filing and processing of a grievance will not be placed in the personnel file of a staff member. All such documents shall be filed separately from the personnel file, and shall be released in accordance with the Ohio Revised Code and with the prior knowledge of the grievant(s).
- F. The MSEA shall have the right to designate representatives to assist in grievance procedures.
- G. The MSEA President shall receive a copy of all grievances, decisions, or appeals at Level One and above.
- H. The MSEA President or his/her designee shall have the right to attend any or all grievance hearings at Level One and above.
- I. No staff member shall be required to testify against another staff member(s) at any level of the grievance procedure.

### **203 TIME LIMITS**

- A. All time limits may be extended by mutual written consent of the parties.
- B. If the grievance is not initiated within twenty-five (25) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be waived. If school is not in session at the time of the event or knowledge of the event took place, the twenty-five day limit shall start from the first succeeding day that school is in session for all staff members.
- C. Failure of a grievant to appeal a written decision in writing within seven (7) days of receipt of the decision shall waive all rights to further appeals.
- D. Failure at any level by an administrator to respond within the time limits provided shall give the grievant the right to appeal to the next level.
- E. If the grievance involves staff members from more than one building, or if the grievant believes the principal or immediate supervisor is without the authority to decide the issue, the grievance may be filed directly at Level Three. In all such cases, a copy of the grievance will be provided simultaneously to all principals and supervisors who were bypassed under this provision.
- F. All matters pertaining to a grievance shall be conducted before or after school hours unless mutually agreed.

## 204 PROCEDURES

### A. Level One/Informal Level

The grievant shall provide the principal or immediate supervisor with advanced written notice of the need to hold a Level One meeting. Said advanced notice shall include a statement of the issue. The Level One meeting shall be held within five (5) days of providing the notice. Within five (5) days of the meeting the principal or immediate supervisor shall provide to the grievant a written response stating the resolution of the problem or a justification for the action taken.

### B. Level Two/Formal Level

If the problem is not resolved at Level One, the grievant may file a written grievance. The written grievance shall be filed within five (5) days of the receipt of the written response from the principal or immediate supervisor. Each written grievance shall first be discussed at Level One. Such grievance shall be filed with the staff member's principal or immediate supervisor. Within five (5) days, the principal or supervisor shall meet with the grievant to discuss the grievances. Within five (5) days of this meeting, the principal or immediate supervisor shall render a written decision to the grievant and to the MSEA President.

### C. Level Three/Superintendent's Level

If the grievance is not resolved at Level Two the grievant may appeal the grievance to the Superintendent or his/her designee. Within five (5) days of the receipt of the appeal, the Superintendent or his/her designee shall meet with the grievant to discuss the grievance. Within seven (7) days of this meeting, the Superintendent or his/her designee shall render a written decision to the grievant and to the MSEA President.

### D. Level Four/Voluntary Mediation

Upon mutual agreement of the board and MSEA, mediation will be arranged through FMCS or any other mutually agreed upon mediator prior to arbitration. If the parties agree upon mediation, the time for submitting a request for arbitration will not begin to run until after the mediation. If either party refuses or if voluntary mediation is unsuccessful, the issue goes directly to arbitration in accordance with the contract timelines.

### E. Level Five/Arbitration Level

If the grievance is not resolved at Level Three, the MSEA may file for arbitration within fifteen school days of receiving the written decision in Level Three. The arbitration proceedings will be governed by the Voluntary Rules of the American Arbitration Association (AAA). If the parties agree, the matter may be submitted to expedited or streamlined arbitration. The arbitrator shall limit the decision to the

application and interpretation of the terms and provisions of the Professional Negotiations Contract. The decision of the arbitrator shall be final and binding on all parties. If the MSEA prevails, the cost of the arbitrator will be borne by the Board. If the Board prevails, the cost of the arbitration will be borne by the MSEA. In cases where each party prevails, in part, the arbitrator shall apportion the cost between the Board and the MSEA.

### **ARTICLE III STAFF MEMBER EMPLOYMENT AND CONTRACTS**

#### **301 HIRING PRACTICES**

- A. The President of the MSEA shall have the right to meet periodically with the Executive Director Human Resources to review district hiring procedures and the contractual status of present staff members.
- B. The MSEA shall be consulted as an advisory organization in the selection of any new superintendent.

#### **302 EMPLOYMENT PRACTICES**

- A. The Board reaffirms its practice of being an equal opportunity employer, and shall not discriminate against any applicant or employee in terms of wages, hours, or terms and conditions of employment on the basis of race, ancestry, religion, color, national origin, age, sex, marital status, political affiliation, handicap, and/or association activity.
- B. The patterns, practices, and procedures of the Board shall apply uniformly to staff members except as provided for in applicable statute or elsewhere in this Agreement.
- C. Prior to April 30 of each year, the Board shall provide written notice to each staff member whose teaching certificate/license becomes renewable during the next school year.
- D. Permanent teaching assignments will only be made in areas for which the staff member is or can become properly certificated/licensed.
- E. Newly employed staff members will be provided with information on the Mansfield School System.
- F. If the Board receives two (2) copies of a staff member's certificate/license from the State Department of Education, Division of Certification, one (1) copy shall be transmitted to the staff member within fifteen (15) days of receipt.
- G. The Board will provide the MSEA and each school building a copy of Board policies and administrative rules and regulations. The building copy shall be kept in the

office or library. Staff members and staff member applicants may sign out these copies in order to familiarize themselves with such policies and regulations.

The Executive Director of Human Resources will inform job applicants of the availability of these documents.

- H. Individual and supplemental individual contracts, or a letter of intent, shall be issued prior to the beginning of the assignment.
- I. Each staff member shall be informed in writing by May 1 of each year of his/her building, grade level, and/or subject assignment for the following school year. Changes in assignment made after such notification shall be made in accordance with the provisions of Article 402 C of this Agreement (Involuntary Transfer).

### **303 SEQUENCE OF CONTRACTS**

- A. Upon initial employment in the Mansfield School District, a staff member shall be given a one-year limited contract. If reemployed, said staff member shall be granted a two-year contract, or an additional one-year contract based on reasons which have been identified in accordance with the evaluation procedures established in this Agreement.
- B. Staff members having completed a two-year contract in the Mansfield School District shall, if reemployed, be granted a three-year contract. All limited contracts thereafter, for that staff member, shall be three-year contracts.
- C. When a staff member becomes eligible for a continuing contract during the term of a limited contract, the Board shall, upon written request of the staff member, either interrupt the limited contract to grant a continuing contract or continue the limited contract and provide the staff member with written reasons for denial of the request.
- D. **It is agreed that once a staff member is eligible for a continuing contract (See process below) they will send their request to the Superintendent who will verify and forward to the Board of Education for action. All contract language (302 C, 407 C) relevant to continuing contracts will be followed after presented to the Superintendent.**
- E. **Continuing Contract Process**
  - 1. **Must have one of the following**
    - a. **Three (3) of the last five (5) years in our district.**
    - b. **Two (2) years in our district if had tenure/continuing contract in a previous district.**

- \*Proof of continuing contract/tenure required from other district.**
- 2. Must have a professional or permanent certificate or license in the area in which they are teaching**
  - 3. If initial certificate/license was issued before January 1, 2011 must have one of the following:**
    - a. If the teacher does not have a master's degree: Thirty semester hours of coursework since the initial issuance of such certificate or license.**
    - b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate: Teacher must have six semester hours of graduate coursework.**
  - 4. If certificate/license was issued after January 1, 2011 must meet the following**
    - a. Hold a professional educator license, senior professional educator license, or lead professional educator license**
    - b. Have held an educator license for at least seven years**
    - c. If the teacher does not have a master's degree: Thirty semester hours of coursework since the initial issuance of such certificate or license.**
    - d. If the teacher held a master's degree at the time of initially receiving a teacher's certificate: Teacher must have six semester hours of graduate coursework.**

**After above qualifications are met:**

- 1. Teacher sends request to the Superintendent, who will verify qualifications**
- 2. If qualifications are met the Superintendent shall forward to the Board of Education for action.**
- 3. Continuing contracts will be effective after Board of Education vote.**

## **304 INDIVIDUAL CONTRACTS**

- A. All staff members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code and the provisions indicated in this section. Such contracts shall include the following information:**

1. Name of the staff member.
2. Name of the school district and the Board.
3. Type of contract, limited or continuing; if limited, the number of years the contract is to be in effect.
4. Annual compensation to be paid during the first year of the contract.
5. Basis of determining compensation (e.g., B.A. degree with five [5] years' experience) as provided on the salary notification (Appendix G) which is understood to be a part of each contract.
6. Provision that the staff member and the Board both agree to abide by the Board-adopted policies and the Board-MSEA Professional Negotiations Contract.
7. Signature and date of signature of the staff member being issued the contract and the Board President.

### **305 SUPPLEMENTAL INDIVIDUAL CONTRACTS**

- A. All staff members having additional responsibilities and entitled to additional compensation for such responsibilities shall be given a one-year limited (provisions of Section 404 do not apply to the non-renewal of supplemental contracts) written supplemental contract that is in addition to their regular contract in keeping with the Ohio Revised Code.

Such supplemental contract shall include the following information:

1. Name of said staff member.
2. Name of the school district and the Board for which responsibilities shall be performed.
3. Title and location of the duty and the compensation to be paid for the additional responsibility.
4. Dates when the responsibility is to be performed and when compensation is to be made.
5. Provision for signature and date of signing by the staff member and Board President.
6. Prorated pay shall be paid for duties performed under the supplemental contract should the staff member be unable to complete the supplemental contract.

### **306 PERSONNEL FILES**

- A. The Board shall maintain the official personnel file system in the office of the Executive Director of Human Resources for all staff members. The purpose of this system is to serve as the official repository of records that are necessary and relevant to the individual staff member's employment and professional responsibilities. Evaluation form(s) shall be filed in the respective building of each staff member and in the evaluation file in the office of the Executive Director of Human Resources. Such file shall be considered a part of the official personnel file

system stated above. All evaluation form(s) shall be retained for five (5) years. Evaluation forms older than five years shall be expunged from the file.

- B. Said file shall be under the control of the Executive Director of Human Resources who shall be responsible for developing necessary rules regarding access to the system, proper placement of material, and the security of the system. Said rules shall be in accordance with the provisions of this section and ORC 1347.
- C. Access to or disclosure of the information in a file shall be in accordance with the provisions of ORC 1347.07 and ORC 149.43, and shall be preceded by written notification given to the staff member identifying the date, time, and place that access or disclosure will be allowed. During times school is not in session, such notification shall be mailed to the residence specified by the staff member.
- D. The staff member shall have access to his/her file in the Executive Director's office where it is maintained at all reasonable times, but in no case more than one (1) working day after a verbal request has been made. There shall be no charge for access to the system.
- E. The staff member shall have the right to be accompanied by a person of his/her choice when reviewing the file, and shall have the right to grant, in writing, access to his/her file to an attorney.
- F. The staff member shall receive a copy of all of the personal information that is to be placed in the personnel file at the same time that placement into the file occurs. The staff member shall have the right to respond in writing to any material in the system. Said response shall be attached to and shall become a part of the document that is in the file. The response shall be included should dispersal of the original document be made.
- G. The Board shall require that the Executive Director of Human Resources maintain personal information in the system with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information. No anonymous letters or material will be placed in the system.

The staff member shall have the right to dispute the accuracy, relevance, completeness, or timeliness of information contained in the system. Within five school days of being notified by a staff member, the Executive Director of Human Resources must begin an investigation as to the validity of the dispute. The Executive Director shall notify the staff member within seven school days of the result of the investigation and action to be taken. The Executive Director of Human Resources shall remove all information from the system that is no longer timely, cannot be verified, or which is found to be inaccurate. The staff member may include, in his/her file, a statement which sets forth his/her position with reference to the dispute.

- H. Any written record of disciplinary action which has been included in a staff member's personnel file shall be removed after two years provided that the staff member has not received additional discipline on the same infraction documented in the file during that time.

### **307 Hiring Retired Teachers**

Effective January 1, 2005, a teacher retired from the teaching profession and/or any public sector retirement system ("previously retired teacher") may be re-employed under the following conditions: (\*\*)

1. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a maximum of ten (10) years service credit. (A PRT with less years of credited teaching experience will be initially placed at their appropriate education column of the salary schedule.
2. Previously retired teachers will receive only one year limited contracts that automatically expire at the end of the school year without notice of non-renewal. The previously retired teacher will not resume and is not eligible for continuing contract status during any period of reemployment with the District. The provisions of this Agreement relating to the employment of retired teachers are intended to supersede and take precedence over the provisions of R.C. 3319.11 and 3319.111.
3. Retirees lose their seniority upon re-employment.
4. In the event of a reduction in force, the previously retired teacher will not have any bumping rights.
5. PRT's shall take health insurance from STRS and not participate in the health or other insurance plans offered by the Board. In the event a PRT is precluded by law or STRS regulation from participating in STRS health insurance, the PRT may participate in the district's plan, provided that, the PRT pays the entire cost of the benefits.
6. Retirees are excluded from tuition reimbursement, severance pay, or sabbatical leave.
7. PRT's are not eligible to participate in any retirement incentive program.
8. PRT's are eligible for sick leave accumulation commencing with the first year of such re-employment. PRT's are not eligible to participate in the sick leave bank. There is no carryover of sick leave from previous employment and it is the intent of the MSEA and the Board that this provision shall supercede and take the place of any provision of the law to the contrary.
9. Any PRT employed by the District will be required to sign a waiver (Appendix R) releasing both the District and the MSEA from liability under state and federal age discrimination laws.
10. PRT's shall not have any guarantee or right to return to a position previously held in the District.

\*Any employee rehired before January 1, 2005 shall be grand fathered and not be subject to any part of article 307 or have to sign the Waiver (Appendix R).

**ARTICLE IV  
STAFF MEMBER EVALUATION, TRANSFER AND DISMISSAL**

**401 EVALUATIONS AND OBSERVATIONS**

- A. There shall be a systematic program to evaluate the performance of staff members for the purpose of improving instruction and job retention. The following provisions shall constitute the program for the evaluation and observation of classroom performance.
1. The evaluation process will be uniform throughout the district.
  2. Staff members shall not be required to evaluate other staff members. Formal evaluations will only be conducted by administrative personnel certificated in one or more of the following areas: principal, supervisor, Superintendent, Assistant Superintendent, or Educational Administrative Specialist. The Career Technical Director/Vocational Director shall be limited to evaluating Career Tech/vocational personnel only.
  3. Each staff member new to the Mansfield City School System shall be observed and evaluated by one or more persons on at least two (2) occasions for not less than thirty (30) minutes on each occasion during their first year of employment. Staff members on limited contracts shall be evaluated at least twice in the year their contract expires. The first such observation and evaluation shall be conducted between September 15 and December 15. The second observation and evaluation shall be conducted between January 1 and April 1.
  4. Observations for first year staff members and staff members new to an assignment shall be preceded by at least twenty-four (24) hours' written notice of the intent to observe.
  5. All other staff members shall be observed and evaluated on at least one (1) but no more than three (3) occasions per school year. Such observations shall be for at least thirty (30) minutes.
  6. A written evaluation utilizing the appropriate negotiated form will be made for each observation. The form will include a space to summarize deficiencies and a space to summarize progress in correcting deficiencies, as well as a space for recognition of strengths. The staff member may respond on the same form or include a separate rebuttal. No other form(s) will be used for observation and/or evaluation(s).
  7. Each observation will be followed whenever possible, within five (5) school days, but in no case later than ten (10) school days, by a conference between the staff member and the evaluator. The purpose of the conference will be to review the contents of the evaluation form and discuss areas where improvement is required and/or where progress has been made

since previous evaluations. Following such conference the staff member will have five (5) school days to sign and respond in writing to areas needing improvement and may request a second conference. This shall not be construed to waive the rights of any staff member under Section 306 F of this Agreement.

8. At the evaluation conference, both the staff member and the evaluator will be prepared to discuss the staff member's performance. An evaluation form will be completed and no information will be added to or deleted from the form after the staff member has signed it, unless mutually agreed otherwise.
9. Staff members will be given an opportunity to correct deficiencies noted on the evaluation. The administration will provide assistance to staff members in planning efforts to correct noted deficiencies.
10. Monitoring or listening devices will not be used in the evaluation of staff members without their consent.
11. A staff member's department head or subject matter specialist or another staff member may observe the staff member in the performance of his/her professional duties for the purpose of providing assistance only. These observations shall not be part of the evaluation process and will be made at a mutually agreed upon time.
12. A staff member may request a maximum of one (1) additional evaluation each year by administrative personnel other than his/her original evaluator. Administrative personnel shall be defined in accordance with A 2 above. Such requests shall be directed in writing to the Executive Director of Human Resources and shall include the reason for the request. The Executive Director shall assign the evaluator. Such additional evaluations shall be held within ten (10) school days of the request. If approval of the request is not granted, written reasons shall be provided by the Executive Director to the staff member within five (5) school days of the request.
13. Evaluation forms by reference shall be a part of this Agreement.
14. The above stated procedure shall supersede any and all evaluation requirements set out in ORC Section 3319.11 and 3319.111.

**(B) Evaluation Committee**

**Membership – equal participation of administration and staff. There will be co-chairs – one selected by the Superintendent and one selected by MSEA.**

**Charge to Committee – Study collaboratively current procedures and instrument regarding evaluation, and make any necessary**

recommendations for changing the tool and procedures that go along with evaluations.

**Procedure to Follow:**

- a. **Make any recommendations to the Board and MSEA by April 30<sup>th</sup> 2013. If the recommendation received from the committee is for another tool and/or changing processes, the MSEA and the Board will vote to ratify the document. If parties do not ratify the new instrument by July 2013, the evaluation instrument and procedure will revert to the one in the current negotiated agreement, and the party that did not ratify will provide a written list of the reasons. The team shall consider and, where appropriate, address the reasons and devise new procedures and/or instrument to consider for ratification by December 1, 2013.**
- b. **Use input from "experts" provided by the MSEA and by the Board. Professional development opportunities for the committee shall be made available upon request of the committee.**
- c. **If any changes are recommended and ratified, and a new tool is piloted, after the 1<sup>st</sup> year, a review of the tool, process, and procedures shall take place. The committee will make any necessary adjustments to the piloted instrument. If there is not an agreement on necessary changes, the evaluation tool and procedures shall revert back to the old tool and procedures before the piloted tool was developed.**
- d. **If the Committee does not reach agreement on the need for change, the instrument and procedures will remain as ratified by the parties in the 2011 contract.**

**Administration and staff will be in-serviced on any new instrument and procedures in August 2013 – first month of teacher school year. There shall be annual training for all administrators and MSEA Leadership each year regarding the evaluation process and procedures.**

**A supplemental of three percent (3%) will be paid to individuals participating on the committee.**

## **402 TRANSFERS**

### **A. Emergency Transfers**

1. **Emergency transfer rights shall be provided to staff members whose positions are eliminated or substantially altered by building closure or grade relocation. Emergency transfers will be processed according to the provisions of Section 402 A of this Agreement only, and shall become effective at the beginning of the next school year.**

2. Procedure for Emergency Transfer/Surplussing
  - a. Staff members who are subject to this policy shall receive written notification at the earliest possible time.
  - b. A job-opening list shall be provided to each involved staff member along with the aforementioned notification. The job-opening list shall contain a job description for each position. The number of positions on the list must be at least equal to the number of affected staff members.
  - c. An administrative committee consisting of no more than five (5) administrators to be named by the Superintendent or his/her designee shall be convened at the earliest possible time, but in no case, sooner than seven (7) calendar days after all affected staff members have been notified. Staff members will be called before the aforementioned committee to select an opening from the job-opening list for which he/she is qualified. Involved staff members will be called before the committee according to their length of continuous service (longest continuous service first) in the Mansfield City Schools, and shall be granted the position he/she selects if he/she meets or exceeds the job description and if the position has not been filled by a previous emergency transfer. The staff member will be granted additional selections should the initial selection not be open to the staff member. The MSEA President or his/her designee shall be permitted to observe all committee meetings with staff. The involved staff member may be accompanied by a representative of his/her choice.
  - d. If the above process results in staff members who do not qualify for the remaining positions on the job opening list, such members shall be processed under the provisions of Section 402 C of this Agreement. No staff member shall become unemployed due to building closure, grade relocation, or the implementation of this procedure.
  - e. The emergency transfer process shall be completed by May 31 of the calendar year in which transfers are to be effective.
3. The administration shall prepare the job openings list which shall include the following information for each position: (1) name of building; (2) grade level and/or subject area; (3) a job description; (4) certification required. Once the job-opening list has been established, it shall not be changed and its provisions shall be applied uniformly and objectively to all affected staff members.
4. The administration, in accordance with the provisions of this section, shall determine (1) which positions are subject to this emergency transfer

procedure, (2) the job description for each open position, and (3) whether the staff member meets the minimum qualifications for an opening. These determinations shall not be subject to the grievance procedure contained in this Agreement; however, it is understood that any affected staff member whose qualifications meet or exceed the job description shall be considered fully qualified for the position.

5. The MSEA shall be entitled to receive the following documents: (1) list of affected staff members; (2) the length of continuous service for each affected staff member; and (3) the job opening list that is to be sent to affected staff members. The aforementioned documents shall be provided to the MSEA President at the same time the job-opening list is provided to affected staff members. The MSEA President may request a meeting with the Superintendent or his/her designee regarding the aforementioned documents. Said meeting shall occur within two (2) days of the request.
6. Staff members subject to this procedure will be notified in advance of their scheduled meeting with the administrative committee. This notification will provide sufficient time for the staff member to arrange his/her schedule and responsibilities in order to be present at the meeting. Advance notification of less than twenty-four hours will require the consent of the staff member. The notification shall include the date, time and place of the meeting. Except in extreme emergencies, staff members will be expected to keep their scheduled meeting appointment. In such emergencies, the staff member and the administrative committee will arrange an alternate meeting as soon as possible in order to ensure that the staff member retains his/her appropriate place in the selection order.
7. All emergency transfers shall be implemented prior to any implementation of voluntary or unrelated involuntary transfers.
8. Prior to implementing this section, the Superintendent shall meet with the MSEA President to discuss such implementation. If modifications to this section are agreed to, such modifications shall be approved by the Board and MSEA membership prior to implementation.

#### B. Voluntary Transfers

1. Letter of Intent forms will be distributed to all staff members by February 15 each year. Such forms shall be completed and returned to the Executive Director of Human Resources by March 15. The form will provide a place for the staff member to request a voluntary transfer. If a specific voluntary transfer is requested, the staff member will be notified when a vacancy occurs that meets that request. See Appendix M.
2. Staff members applying for vacant positions will be given the opportunity to meet with the principal or immediate supervisor of the building where the vacancy exists.

3. Staff members requesting a change of assignment within their present building must provide written notification to their principal. Such changes will be given preference over other voluntary transfer requests.
4. The final decision on transfers will be made by the Superintendent or his/her designee.

C. Involuntary Transfers

1. In order to promote the best possible educational program for the children of this district, some involuntary transfers may be necessary. If the Superintendent or his/her designees directs an involuntary transfer in the building, subject, and/or grade level, notification thereof shall be given to the involved staff member. Within three (3) days of such notification, the staff member may request a meeting with the Superintendent or his/her designee. No involuntary transfers shall be effective sooner than five (5) days following the notification or three (3) days following the meeting, whichever is later.
2. No staff member shall be involuntarily transferred without just cause.
3. Any staff member has the option of resigning in lieu of accepting an involuntary transfer. This option will not apply to staff members returning from sabbatical leave under Section 706 of this Agreement.
4. If the staff member requests a meeting with the Superintendent or his/her designee, he/she will be provided written reasons for the transfer at that meeting. The staff member may, at his/her option, have a representative of his/her choosing present at the meeting.
5. The Board shall transport supplies and materials for a member of the bargaining unit who has been involuntarily transferred.

#### **403 TERMINATION**

- A. Termination shall mean the unilateral cessation of an existing contract for good and just cause as defined in ORC 3319.16.
- B. To ensure that the professional and legal rights of a staff member employed by the Board are protected, when termination of contract action is being considered, the following procedure shall be followed:
  1. The contract of a staff member may not be terminated except for gross inefficiency or immorality; for willful and persistent violations of reasonable regulations of the Board; or for other good and just cause.

2. Before terminating any contract, the Board shall furnish the staff member a written notice signed by the Treasurer of its intention to consider the termination of his/her contract with full specification of the grounds for consideration.
3. The Board shall not proceed with formal action to terminate the contract until after the tenth day after receipt of such notice by the staff member.
4. Within ten (10) days after receipt of notice from the Treasurer of the Board, the staff member may file with the Treasurer written demand for a hearing before the Board or before a referee, and the Board shall set a time for the hearing which shall be within thirty (30) days from the date of receipt of the written demand, and the Treasurer shall give the staff member at least twenty (20) days' notice in writing of the time and place of such meeting.
5. If a referee is demanded by either the staff member or the Board, the Treasurer shall also give twenty (20) days' notice to the State Superintendent of Public Instruction.
6. No hearing shall be held during the summer vacation without the staff member's consent.
7. The hearing shall be private unless the staff member requests a public hearing.
8. The hearing shall be conducted by a referee appointed pursuant to Section 3319.161 of the Ohio Revised Code if demanded; otherwise, it shall be conducted by a majority of the members of the Board and shall be confined to the grounds given for termination.
9. The Board shall provide for a complete stenographic record of the proceedings with a copy of the record to be furnished to the staff member.
10. The Board may suspend a staff member pending final action to terminate his/her contract if, in its judgment, the character of the charges warrants action.
11. Both parties may be present at such hearing, be represented by counsel, require witnesses to be under oath, cross-examine witnesses, take a record of the proceedings, and require the presence of witnesses in their behalf upon subpoena to be issued by the Treasurer of the Board.
12. In case of the failure of any person to comply with a subpoena, a Common Pleas Judge of the county in which the person resides, upon application of any interested party, shall compel attendance of the person by attachment proceedings as for contempt.
13. Any member of the Board or referee may administer oaths to witnesses.

14. After a hearing by a referee, the referee shall file his report within ten (10) days after the termination of the hearing.
15. After a hearing by the Board, the Board by a majority vote may enter its determination upon its minutes.
16. After consideration of the referee's report, the Board by a majority vote may accept or reject the referee's recommendation on the termination of the staff member's contract and shall enter its determination upon its minutes.
17. Any order of termination of a contract shall state the grounds for the termination.
18. If the decision, after hearing, is against termination of the contract, the charges and the record of the hearing shall be physically expunged from the minutes, and if the staff member has suffered any loss of salary by reason of being suspended, he/she shall be paid his/her full salary for the period of suspension.
19. Any staff member affected by an order of termination of contract may appeal to the Courts of Common Pleas, Richland County, within thirty (30) days after receipt of notice of the entry of the order.

#### **404 NON-RENEWAL**

- A. Non-renewal shall mean non-reemployment, cessation of service upon expiration of an existing limited contract.
- B. To ensure that the professional and legal rights of the staff member employed by the Board are protected when non-renewal of a limited contract is being considered, the following procedures shall be followed:
  1. The principal or immediate supervisor of the staff member in question will have conferred with said staff member prior to recommending that he/she be non-renewed. Upon request by the staff member, reasons for recommending non-renewal shall be stated in writing and given to the staff member within three (3) mutual working days of the conference. Such conference shall be held prior to official Board action. If the staff member is absent each of the three (3) days, the time for delivery of reasons will begin when the staff member returns to work.
  2. If action to non-renew a staff member's contract is initiated by a body or administrator other than the staff member's principal or immediate supervisor, the body or administrator initiating the action, together with the principal or immediate supervisor, shall meet with the staff member in question. Upon request by the staff member, reasons for recommending non-renewal shall be stated in writing and given to the staff member within

three (3) days of the conference. Such conference shall be held prior to official Board action. If the staff member is absent each of the three (3) days, the time for delivery of reasons will begin when the staff member returns to work.

3. Conferences called for in Section 404 B (1 and 2) will be held no later than April 15 in each year and at least five (5) days prior to official Board action.
4. In all cases where non-renewal of a contract is being considered, the staff member in question must have had at least three (3) evaluations at least thirty (30) calendar days apart. Each evaluation shall be preceded by at least one observation of at least thirty (30) minutes in length. The evaluations shall be completed before April 1, during the school year in which the non-renewal is to take place.
5. If just cause for non-renewal of a contract has not been established, the staff member(s) shall have the right to expect that the appropriate contract will be granted. The question of whether just cause has been established shall not be processed or answered in the grievance procedure.
6. The above stated procedure supersedes the procedure set out in ORC 3319.11.

#### **405 REDUCTION IN FORCE**

- A. A reasonable reduction of staff members may be made by suspending staff members' contracts in the event that a reduction becomes necessary as a result of a substantially decreased enrollment or pupils over a reasonable period of time, return to duty of regular staff members after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or for financial reasons. This reduction will be in accordance with the provisions of this article. The RIF procedure, but not the reasons for RIF, shall be grievable.
- B. The procedures to be applied for a reduction in force are as follows:
  1. Implementation of a RIF program shall be effective as of August 1.
  2. On or before April 1, preceding the date of implementation, the MSEA President shall be notified of the Board's intent to consider a RIF program.
  3. A meeting shall be held between representatives of the MSEA and the Board to review appropriate data indicating a need for a reduction in staff. This meeting shall be held within fifteen (15) days of notice to the MSEA President as provided for in paragraph 2 above.
  4. A formalized list shall be prepared indicating the specific positions to be suspended. This statement shall be prepared prior to the first of June during

the calendar year in which implementation is to occur. The MSEA President shall receive a copy of said list.

5. A reduction in force will be accomplished by applying the following steps:
  - a. Any reduction in staff shall be first covered through normal attrition.
  - b. If further reductions are necessary, the position to be suspended (as indicated above in 4) will be applied to the seniority list as developed in accordance with Article IV, Section 407.
  - c. The staff member(s) who presently hold those position(s) are the staff member(s) whose contracts are to be suspended unless it is possible for the involved staff member(s) to bump a staff member(s) with less seniority in another area for which the involved staff member(s) is properly certificated.
6. System-wide seniority as defined under Article IV, Section 407, Seniority, shall be the basis of any RIF program.
7. A staff member(s) whose contract(s) is suspended as a result of a RIF program shall be given written notification by registered mail or personal service with a signed certificate of service. This notification shall occur prior to May 1 of the year that the RIF program is to be implemented. The notification shall state the reason(s) for the reduction and reason(s) for the selection of said staff member(s).
8. Contract suspensions will be effective on August 1 of the year of implementation of a RIF program.
9. Reemployment of staff members whose contracts were suspended by the RIF program:
  - a. Staff member(s) whose contract is suspended shall be placed on a recall list stating years of continuous service to the district and subject(s) certified to teach.
  - b. A staff member on the recall list shall be offered a contract, for a position for which he/she is certificated (or can indicate official certifiability), as set forth on said recall list, as positions become available and in keeping with the seniority provisions of the seniority Article IV in reverse order – last discharged, first employed. Notification will be made by registered mail.

It is the responsibility of the involved staff member(s) to advise the Board of the address where they can be reached.

- c. A staff member who is offered a contract under the provisions of this agreement must respond within ten (10) business days of postmark of said offer. During summer months (outside the student school year) a copy of the offer shall be sent by certified mail to the MSEA President, 1<sup>st</sup> Vice President, and 2<sup>nd</sup> Vice President within 24 hours of being postmarked, and during the school year, the notices shall be hand-delivered to these MSEA officers at their work location 48 hours after the offer has been postmarked. If a staff member does not accept a contract or fails to respond in the time stated, the staff member will be reduced to least senior for that area of certification. If the offer of a contract is returned unopened, that staff member will retain his/her seniority position and will be offered the next available opening for which he/she is properly certificated.
  - d. Transfers of staff members employed but not affected by the RIF program shall be limited to positions not affected by said program. If a position(s) initially suspended is reinstated or if a new position(s) is established, this position(s) will be offered first to staff member(s) who are properly certificated and whose name(s) appear on the recall list (as developed in Section 5 a). Transfers may be made to a position affected by the RIF program after the position(s) have been offered to all properly certificated staff members on said recall list.
  - e. No staff member new to the bargaining unit will be employed until all properly certificated staff members on the recall list have been offered a contract for the position in accordance with the provisions of this Agreement.
  - f. Upon reemployment all rights related to salary, fringe benefits, and seniority shall be fully restored.
  - g. Recall rights shall remain in effect for twenty-four (24) months from the effective date of the suspension.
10. Staff members suspended as a result of the RIF program will be given preferential consideration as substitute teachers.
11. Suspended staff members shall have the right to pay the total premium for group life, hospitalization, and other group benefits for a period not exceeding two (2) years.
12. If the contract of an individual is involuntarily reduced, the individual shall be given the option of accepting the reduced contract or accepting a voluntary layoff and being placed on the RIF recall list. Should the individual accept a voluntary layoff, the district administration, when contacted by the Ohio Bureau of Employment Services, shall inform the Bureau that the individual accepted a voluntary layoff.

13. If employees are laid off (RIF), the MSEA or the Board can request a meeting to develop a mutually agreed upon plan for expediting the recall process. This shall be dealt with on a case by case basis and not permanently modify any language set in article 405.

## **406 VACANCIES**

### **A. Posting of Vacancies**

1. All vacancies which shall be defined as a position previously held by a staff member or employee of the Board who has resigned, retired, died or has been terminated for cause, or any newly created position requiring a certificate, regardless of position, time of year, or whether the opening implies a promotion, shall be posted on at least one bulletin board in every building except as noted in A (4) below. Staff members who have requested notice(s) of vacancies on the Intent form shall have such notice(s) mailed to them. See Appendix L. The Board reserves the right to determine whether a vacancy shall be filled.
2. The MSEA President shall receive all notices of vacancies at the time of posting or notification.
3. All vacancy notices shall be dated and initialed by the person posting such notices in each building.
4. When school is not in session, vacancy notices shall be posted at the central office and mailed to the MSEA President. Staff members who have requested notice(s) of vacancies on the Intent form (see Appendix L) shall have such notice(s) mailed to them. It shall be the responsibility of the staff member to notify the personnel office of where such vacancy notice(s) are to be mailed.
5. No position will be filled prior to five (5) days from the date the vacancy notice was posted. Applications must be submitted within this five (5) day period by staff members.

B. All vacancy notices shall clearly set forth reference to the job description, salary, and procedures for application.

C. Any staff member who holds the specific certification or who will have the specified certification prior to the effective date of the opening, may apply for an open position and shall be granted an interview. No vacancy shall be filled by appointment or transfer prior to posting.

D. If four or more current staff members apply for and meet the job description for a bargaining unit position, then one of those staff members shall be offered the vacancy.

1. A vacancy created by implementing 406 D shall not require a further implementation of 406 D from the first day of school through April 30.
  2. Any and all vacancies that occur from May 1 through the first day of school shall require the implementation of 406 D.
- E. If fewer than four apply for a vacancy, the above provision would in no way prohibit the Board from transferring a current staff member to the vacancy, nor does it relieve the Board of following all other provisions of Section 406.
- F. Any staff member who applies for a vacancy for which he/she meets the job description and is not offered the position shall receive written reasons as to why he/she was not selected.

## **407 SENIORITY**

- A. Seniority Defined
1. Seniority shall mean the length of continuous employment with the Mansfield City Schools in a bargaining unit position as follows.
  2. Seniority shall accrue for all time a staff member is on active pay status or is receiving Workers' Compensation benefits or has their contract suspended while on layoff status, as per Section 405, Reduction in Staff, of this Agreement.
  3. Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
  4. Full-time staff members shall accrue one (1) year of seniority for each year employed as determined by the minimal full-time standard as defined by this Agreement.
  5. Part-time members shall accrue seniority prorated against the minimal full-time standard as defined by this Agreement.
  6. No staff member shall accrue more than one (1) year of seniority in any one (1) work year.
  7. A staff member teaching under temporary certification and rehired for a succeeding year shall maintain seniority rights for all years of teaching in the district under the temporary certificate, subsequent to the state of the 1989-90 school year.
  8. Any staff member who has his/her contract involuntarily reduced will continue to accrue at the previous rate of seniority. Voluntary acceptance of a reduced contract will result in a reduced accrual rate of seniority.

B. Equal Seniority

A tie in seniority shall occur when two (2) or more staff members in the same classification or area of certification have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior staff member.

1. The staff member with the first day worked for the Board on the regular school calendar, if determinable; then
2. The staff member with the earliest date of hire by the Board; then
3. The staff member whose most recent application was filed earliest, if applications are available; then
4. By lottery, the staff member whose name is drawn first will have the most seniority, etc. This procedure shall be implemented in the presence of designated MSEA representatives.

C. Superseniority

For layoff purposes only, staff members employed under a continuing contract shall have greater seniority than staff members employed under a limited contract.

D. Loss of Seniority

Seniority shall be lost when a staff member retires or resigns; is terminated; is non-renewed (except as provided in A 7 of this article) or is otherwise removed from the recall list as stated in Section 405.

E. Posting of Seniority List

The seniority list shall be posted annually by December 1 of each year. The Board shall prepare and post on the designated bulletin board a seniority list indicating area(s) of certification, the date of Board hire, and the contract status of each staff member. Each building association representative shall be given a copy of the seniority list to place in the teacher's lounge. Such list shall be provided to the MSEA President at least five (5) days before the date of posting each school year.

1. The names of staff members on the seniority list shall appear in seniority rank order. The name of the most senior staff member shall appear at the top of the listing and the name of the least senior staff member shall appear at the bottom of the listing.
2. The names of all part-time staff members shall appear on the seniority lists but shall be listed separately from the names of full-time staff members.

F. Correction of Inaccuracies

Each staff member shall have a period of twenty (20) days after the posting of the seniority lists in which to advise the Board or its agent(s) and the MSEA, in writing, of any inaccuracies which affect the staff member's seniority. The Board or its agent(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and shall post the updated seniority lists immediately. No protest shall be considered after twenty (20) days of the posting of the seniority lists and the lists shall be considered as final under the next posting, for the purpose of protesting inaccuracies.

**ARTICLE V  
TEACHING CONDITIONS**

**501 PREPARATION TIME**

Teachers shall be released from all student responsibility while their classes are being conducted by special staff members in music, art, and physical education. Non-pupil contact time during the school day will be used by the staff member in a manner which most effectively enables him/her to perform his/her professional duties. Staff members may leave the building during non-pupil contact time (preparation time) for reasons related to their teaching assignment. Staff members shall provide verbal notice to the building office prior to leaving the building. All staff members shall have non-pupil contact time each day exclusive of the required lunch period in an amount which shall be 40 consecutive, uninterrupted minutes each day, beginning the 2008-09 school year. Each staff member shall have a minimum of five (5) hours non-pupil contact time per week, of which a minimum of 3 HOURS AND 20 MINUTES of the non-pupil contact time shall be within the student day each week of the school year. Mandatory meetings shall be limited to two mornings per five day work week. On weeks having four or fewer work days, no more than one mandatory meeting shall occur before school.

**502 CALENDAR**

A. On or before November 1 of each school year, a Calendar Committee shall be established for the purpose of developing calendar recommendations. On or before January 15 of each school year, the Calendar Committee shall have developed three (3) calendar recommendations. Upon completion of the Calendar Committee's recommendations, the calendar recommendations shall be submitted to all staff members represented by the bargaining unit for a ballot vote on their individual choice. The calendar that receives a majority vote from the staff members represented by the bargaining unit shall be recommended to the Board for adoption. If none of the three recommendations receives a majority vote, the recommendations receiving the most votes and the second most votes shall be submitted to the staff for a second ballot vote. If there is a tie vote on the second ballot, the winning recommendation shall be decided by lot. The recommendation must be sent to the Board of Education by February 1 of each year. If the Board rejects the recommendations, the matter will be referred back to the Calendar Committee. The Committee shall have ten (10) working days to consider the

matter and to submit further recommendations upon which the Board shall take action. This shall end the duties of the Calendar Committee. The deadlines contained herein shall be extended upon mutual agreement of the MSEA and the Board.

- B. Staff member representation on the Calendar Committee shall be six (6) staff members appointed by the MSEA Committee. The total membership of the Committee shall not exceed twelve (12) persons exclusive of the committee chairperson.
- C. The chairperson of the Calendar Committee shall be chosen by the Board.
- D. Meetings shall be held at times other than the school day.
- E. The School Calendar Committee shall meet by November 1 and their recommendations shall be submitted to the Board by February 1.
- F. The calendar will not exceed one hundred eighty-four (184) days which shall be the staff member contract year. Said calendar shall include one hundred eighty (180) days with students in attendance, two in-service days, one classroom preparation/building in-service day, and one records day (end of second semester). The classroom preparation/building in-service day shall be scheduled at the start of the school year. The two compensatory days for parent teacher conferences shall be scheduled by the Calendar Committee. One in-service day will be scheduled at the discretion of the Superintendent/designee, and the other in-service will be scheduled at the discretion of the MSEA. The agenda for one in-service day will be planned and staffed by the MSEA, and the agenda for the other in-service day will be planned and staffed by the Superintendent/designee.
- G. Calendars shall be established in one-year segments and shall be established for two school years at a time, following the format outlined in A & F in article 502. In 2008-09 the calendar committee shall meet and establish calendars for 2009-2010 and 2010-2011. Then every school year that ends with an even number (0,2,4,6, or 8) the committee will meet and develop calendars for two additional years (for example, in 2010 the committee will meet and develop calendars for the 2011-2012 and 2012-2013 school years). If the state imposes any mandates that conflict with the adopted calendar, the committee shall meet and make necessary adjustments.
- H. The maximum school day shall not exceed seven and one-half (7 ½) hours. All make-up calamity days, if needed, shall be made up at the end of the school year.

### **503 INSTRUCTIONAL MATERIALS AND SUPPLIES**

- A. Each school shall be allotted monies on a prorated basis per pupil from the supply budget account. Each special service center which houses staff members who provide instructional services to students shall be allotted monies from a supply budget account according to the following formula: rate per student x 25 x number special services staff members who provide instruction.

- B. The amounts apportioned in Section A are determined by the appropriation in the account and are formed by the time a permanent appropriations resolution is adopted by the Board. The amount to each building will be determined by October 15 and shall be uniformly applied except as is indicated in this section.
- C. Each secondary department head, each elementary staff member, and each special services staff member who provides instruction to students will submit a summary of next year's supply needs to their principal or immediate supervisor by March 15. A committee of up to three (3) staff members elected by the members in each building shall meet with the principal or immediate supervisor to advise on the assignment of priorities to supply requests.

#### **504 LUNCH PERIOD**

All staff members shall have an uninterrupted, duty-free thirty (30) minute lunch period without supervisory responsibilities. Staff members may leave the building during their duty-free lunch period.

#### **505 PARENT COMPLAINT PROCEDURE**

- A. All parent complaints against staff members should be resolved by personal conferences at the school level. Such conferences should involve those directly concerned with the complaint.
- B. Attempts to resolve parent complaints should begin at the lowest level as soon as possible; complaints should follow a process of staff member to principal to Superintendent, or his/her designee, to the Board. Complaints received at higher levels shall be routed to the lowest appropriate level for resolution.
- C. Parent complaints will not be placed in the personnel file system, unless they are signed by the complaining parent. If a complaint is filed in the staff member's personnel file, a report will be written by each administrator hearing the complaint. Parental complaints shall not be raised in the evaluation procedure unless the complaint(s) have been brought to the attention of the staff member during the time period covered by an evaluation. The staff member will have the right to respond and said response shall be attached to the written reports. A copy of all documents will be given to the staff member when filed.
- D. The primary focus of all administrators and staff members in this regard will be on the prompt and equitable resolution of the complaint.

#### **506 STAFF MEMBER ASSAULT**

- A. Upon notice to the building principal that an assault upon a staff member has been committed, any staff member having information relating to said assault shall, as soon as possible, prepare a written statement embracing all facts within the staff

member's knowledge regarding said assault, sign said statement, and present it to the building principal.

- B. Within a reasonable time thereafter, while the principal is investigating the claim of the alleged assault, the involved student(s) will be removed from all school classrooms, halls, the cafeteria, and school or school-related activities. If the principal determines that the student(s) did commit the alleged assault, he/she shall be suspended for a period not to exceed ten (10) school days, pending an expulsion study. The Board and administration shall comply with all state laws regarding suspension and expulsion of student(s) who have committed an assault.
- C. When the student(s) returns to school after a suspension or expulsion, the assaulted staff member may request that the involved student be reassigned to another classroom. The administration shall make every reasonable attempt to make such reassignment.

### **507 BEHAVIOR INTERVENTION TEAMS (Student Discipline)**

- A. In each building an Intervention Team will be established.
- B. A Behavior Intervention Team may be established at the request of staff to take recommendations on appropriate student discipline.
  - 1. The team will include a building administrator, a guidance counselor and teachers elected by the building's instructional staff. The committee shall not exceed six (6) members excluding the teacher making the disciplinary referral who will be an ad hoc member of the team.
  - 2. Members of the committee shall be provided with training opportunities that are eligible for continuing education units. The committee may identify and recommend necessary training opportunities for the building staff.
  - 3. The Behavior Intervention Team will, in each building, decide on procedures for notifying the referring teacher on the disposition of the referral.
  - 4. Should a Behavior Intervention Team believe that the building principal or assistant principal has not accepted the team's recommendation, the team may request a discussion with the superintendent/designee.

### **508 STAFF MEMBER LOUNGE FACILITIES**

The Board agrees to upgrade and improve faculty lounge facilities throughout the district in relation to the school system's ability to finance these improvements.

### **509 PROFESSIONAL WORK CENTER**

A professional work center shall be maintained in an accessible area in each instructional building. Such facilities shall be for the use of the staff members in preparation of

classroom materials, teaching aids, and communications to parents and guardians. Such work centers shall include maintained office equipment and adequate supplies. In a private area of each instructional building, there shall be a telephone primarily for the use of the staff members.

#### **510 PARENT/STAFF MEMBER CONFERENCE**

- A. Two evenings per semester for all grade levels shall be designated as parent-student-staff member conference days. Such parent-student-staff member conferences shall be scheduled for three and one-half (3 ½) hours on two evenings. One compensatory day shall be scheduled for each semester. There shall be an early release of students on the first scheduled parent-student-staff conference day of each semester. No conferences shall be scheduled earlier than one hour after the release of students on the second scheduled parent-student-staff conference of each semester.
- B. One compensatory day shall be scheduled for each semester. The Calendar Committee shall determine when the staff shall have days off due to the parent-student-teacher conference schedule.

#### **511 NON-TEACHING DUTIES**

To the extent possible staff members shall be relieved of non-teaching duties by the use of aides and volunteers. These non-teaching duties include lunchroom supervision, noon hour supervision, hallway supervision, recess supervision, supervision of children waiting for transportation and study hall duty.

Each elementary school will have a schedule/duty committee that shall make recommendations to the principal concerning duty and preparations schedules by June 1<sup>st</sup>.

#### **512 TRANSPORTATION OF STUDENTS**

A staff member shall not be required to use a personal vehicle to transport students for any purpose. In the event that a staff member choose to use a personal vehicle to transport students for approved school activities and/or school business, the Board of Education shall provide personal injury liability insurance to the limits of \$300,000 per person and \$500,000 per occurrence and \$25,000 personal property coverage. Staff members shall not be required to complete enrollment forms or to obtain individual advance approval in each case for this coverage to apply.

#### **513 ACADEMIC FREEDOM**

The staff member has the right to perform his/her professional responsibilities in the classroom in any way he/she believes will best encourage a broad and complete understanding by students of education subject matter. Such right shall be exercised within the bounds of professional responsibility and the Board-adopted educational philosophy and curricula.

## 514 CLASS SIZE

- A. It is recognized by the Board that pupil-staff member ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, and the availability of qualified staff members, and the best interest of the district as being administratively feasible. The Board recognizes the class size recommendations of the State Department of Education and will maintain state standards. However, this will not hinder the flexibility of the school district in establishing class size involving team teaching or large group instruction.
- B. Further, the Board recognizes the desirability of the following recommendations upon control of class size, and as the financial condition of the district improves, implementation of the following goals will be considered:
1. Class size of twenty-five (25) pupils.
  2. Kindergarten and early primary grades (grades 1-3) shall receive special attention with an effort to keep class size at twenty (20) pupils.
  3. Split-grade classes in the elementary (kindergarten through grade 5) for the purpose of relieving pupil overload shall be discouraged. If established, such classes should not exceed twenty (20) pupils.
  4. Special effort shall be made to further reduce class size to twenty (20) pupils in classes of disadvantaged pupil. Beginning with the 2000-2001 school year, based on the October enrollment report, if the ratio of building certified staff (excluding special education, art, music, and physical education) to students exceeds one (1) to twenty-three (23), a paraprofessional shall be assigned to that building for that school year.
  5. Special education classes shall be limited to the number allowed under the state standards. This includes classes which serve children with physical, mental, and emotional problems that require specialized classroom experience.
  6. Special subject areas at the secondary level such as laboratory classes, vocational shop, driver education, home economics, typing, and language laboratories shall be limited to the number of available student learning stations.
  7. Performing music and physical education classes will be excluded from the above class size recommendations.
- C. Decisions regarding intra-district open enrollment will be made after the first two weeks of school. Upon request, the administration shall review intra-district open enrollment cases with the MSEA President.

## 515 HEALTH AND SAFETY

### A. Maintenance of Health and Safety

The employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees. The employer's Occupational Safety and Health program shall comply with the requirements of ORC 4167.

1. When the environmental conditions in an area of a building are, in the employee's judgment, detrimental to the educational process, to the health and safety of students, or to the health and safety of the employees, the employee may notify the building administrator. Such notice shall be in writing.
  - a. Upon notification, the building administrator will attempt to identify the cause of the condition and identify options to remedy the situation. The building administrator will keep the employee informed of his/her efforts to correct the situation.
2. If the condition is not addressed within five (5) workdays, the employee may notify the Director of Operations of the situation. Such notice shall be in writing. Within five (5) work days of receipt, the Director of Operations will meet with the employee to discuss the conditions, actions taken and/or to be taken, to identify the nature and cause of the problem and, if known at the time, the steps taken and/or to be taken to address the condition(s). Information as to projected timelines for action(s) will be shared, if available. The Director of Operations will keep the employee informed of his/her efforts to correct the situation.
  - a. It is understood that the ability to identify the cause of an environmental condition and the effort and amount of time necessary to correct the condition may delay repairs; however, if such is true, the employee will be notified in a timely manner and will be kept informed of efforts to correct the situation.
3. If an employee is not satisfied with the steps taken to identify and/or address the condition, he/she may request and will be granted a meeting with the Director of Operations and the Superintendent and a board member.

### B. First Aid

The employer shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations. The first aid kit will include an adequate supply of disposable rubber gloves and CPR masks.

C. Drug Free Workplace Committee

The purpose of the Drug Free Workplace Committee is limited to the development of proposals for a drug free workplace pursuant to the Drug Free Workplace Act.

The Committee shall have no authority to revise, delete, add, or modify any article or section of the negotiated agreement. Rather, the Committee shall submit its recommendations to the MSEA and the Board pursuant to Article 1 of the Agreement.

The Board and MSEA shall follow the ratification procedures in Article 1.

The Committee shall consist of five members of the MSEA appointed by the president and five representatives appointed by the superintendent. Up to three consultants may be used by each side at each meeting.

The Committee shall seek the advice of education, health care, and social service professionals in the development of the proposals.

**516 STAFF ATTENDANCE AT OPEN HOUSE**

- A. Staff shall attend open house in their respective building. All staff members who attend open house shall work one-half (1/2) day on the members' last scheduled workday of the year and shall receive one-half (1/2) day release time on such day.
- B. If an emergency should occur and staff are unable to attend, the staff member must contact his/her building principal.
- C. Staff will be notified of the date of open house during the month of May.

**517 EMPLOYEE DISCIPLINE**

- A. Unless the welfare of students, other district employees, and/or the district are adversely affected, and/or dependent upon the seriousness of the offense, discipline shall be progressive in nature with respect to the same infraction, in accordance with the procedure set forth below.
- B. Progressive Procedural Order
  - 1. Informal/verbal
  - 2. Written Reprimand
  - 3. Three-day Suspension without pay (by Superintendent designee)
  - 4. Five-day Suspension without pay (by Superintendent designee)
  - 5. Termination in accordance with ORC 3319.16.
- C. Any written record of disciplinary action will be kept in the employee's active personnel file in accordance with 306 (G) Personnel Files.

- D. No employee shall be subject to discipline except for just cause, commencing with Level 2 (Written Reprimand) in the above procedure.
- E. Excluding informal/verbal reprimands, disciplinary action shall be subject to the grievance procedure.

## **518 NEW FACILITIES**

As new buildings are opened and staff is reassigned to new worksites, the following provisions shall apply:

1. staff will be responsible for packing and unpacking their items to be moved;
2. moving of all school-owned items will be the responsibility of the persons outside the teacher bargaining unit;
3. the Board will supply packing materials;
4. time will be allocated to allow staff to pack, unpack and organize classroom/worksites.

The implementation of these and other issues which may arise during the course of these building changes will be referred to and resolved through labor management meetings.

## **519 Staff Dress Code**

1. The association recognizes the necessity of establishing a standard of dress for the students, and encourages the bargaining unit members to dress in a professional manner to present a good image to the students.
2. Exceptions shall be made for activities which require a more casual dress.
3. When principals monitor their building staff in regard to the standard of dress, the OVERALL appearance of the employee shall be taken into consideration, not specific items of dress.
4. Within the limitations established by the conditions of the provision, the standard of dress shall be determined through the judgment of the bargaining unit member, subject to review by the principal.

## **520 Lesson Plans**

A. Lesson plans will be provided to the building principal on the first day of the workweek. Teachers' lesson plans shall be available for substitutes in their classrooms.

## **521 District Discipline Committee**

A. Effective September 2008, there shall be a district-wide Discipline Committee (DC) to provide a mechanism by which discipline concerns of the staff members and

administrators will be presented to the superintendent or his/her designee and the Board. The DC will be composed of members from two (2) groups: bargaining unit members and administrators.

B. The Committee shall be selected or operated in the following manner:

1. The MSEA President shall appoint up to five (5) people plus an MSEA Representative.
2. The Superintendent or designee shall select up to six (6) administrators.
3. The term for selected members of the discipline committee shall be two (2) years. Terms will be staggered so that not more than ½ of the committee may be replaced each year.
4. Chairperson
  - a. There shall be Co-chairs (one from the MSEA and one from the board). The co-chairs shall be responsible for working with the committee to establish an agenda.
5. The committee shall make decisions through the process of a majority vote.
6. There shall be a secretary elected by the committee, and a record of the minutes to the members of the committee, Board members, administrators, the MSEA President, and each school for posting on the bulletin board.

C. Meetings

1. All discipline committee meetings shall be the third Thursday of each month beginning in September and ending in May. If no agenda items exist, the monthly meeting shall be cancelled.
2. All meeting times of the Discipline Committee shall be on days that school is in session, unless determined otherwise by the committee. All meeting times shall be decided by the committee, meetings will be outside of the school day and each meeting shall be limited to two hours.
3. The Committee shall have the right to divide into subcommittees to discuss specific concerns and bring back recommendations to the complete discipline committee.

D. Functions and Procedures

1. Conduct ongoing, in-depth study of district data and policies on student discipline to determine areas that exhibit the most crucial needs.
  - a. The committee will identify data-supported priorities in the area of student discipline and may recommend to the Superintendent/designee options to address the priorities.
  - b. The committee may recommend data-supported discipline goals for the school system.
2. Maintain a continued study of the district's student code of conduct and make recommendations to the superintendent regarding alternatives to current code of conduct provisions and the administration and implementation of district-wide discipline policies.
3. Make recommendations regarding best discipline practices.
4. Make recommendations regarding options and solutions to address problems dealing with suspensions and expulsions.

5. All building discipline policies must be submitted and reviewed by the committee no less than 10 work days prior to implementation at the building site.
  6. If and when the Board changes the Board adopted discipline policy/code of conduct, it must be reviewed by this committee no less than 21 calendar days prior to implementation.
  7. Copies of all recommendations shall be sent to the MSEA President, the Superintendent, and posted in each building on the MSEA bulletin board. The superintendent shall inform the Board of all DC recommendations.
- E. Individual cases of student discipline and the circumstances of a particular instance shall be dealt with by the BIT and are not within the jurisdiction of the District Committee. Issues that building staff have, arising out of individual instances of student misconduct and discipline, shall be referred to the BIT.

## **ARTICLE VI SALARY AND FRINGE BENEFITS**

### **601 SALARY**

Bargaining unit members employed at the time of ratification of the contract by the Board and the MSEA will receive a signing bonus of \$350.00. Members employed under less than full-time contracts shall receive a signing bonus pro-rated according to the amount of time worked per day (for example, a teacher who works 50% of the time a full-time teacher works will receive 50% of \$350.00 or \$175.00). Only full-time tutors, who are eligible for benefits, will receive the signing bonus. The signing bonus will be paid within 30 days of ratification.

A. Salary Schedule Index

TEACHER INDEX

	Non-Degree	BA	150 HRS	MA	MA+15
Step 0	0.8250	1.0000	1.0600	1.1200	1.1700
Step 1	0.8750	1.0650	1.1250	1.1850	1.2350
Step 2	0.9250	1.1300	1.1900	1.2500	1.3000
Step 3	0.9750	1.1950	1.2550	1.3150	1.3650
Step 4	1.0150	1.2600	1.3200	1.3800	1.4300
Step 5	1.0550	1.3250	1.3850	1.4450	1.4950
Step 6	1.0850	1.3900	1.4500	1.5100	1.5600
Step 7	1.1150	1.4550	1.5150	1.5750	1.6250
Step 8	1.1450	1.5200	1.5800	1.6400	1.6900
Step 9	1.1650	1.5850	1.6450	1.7050	1.7550
Step 10	1.1850	1.6500	1.7100	1.7700	1.8200
Step 11	1.2050	1.7150	1.7750	1.8350	1.8850
Step 12	1.2250	1.7800	1.8400	1.9000	1.9500
Step 13		1.8100	1.8700	1.9300	1.9800
Step 18		1.8250	1.8850	1.9450	1.9950
Step 27		1.8400	1.9000	1.9600	2.0100

**WE ARE AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER**

B.  
C.

D. Effective July 1, 2010 – Teachers' Salary Schedule

	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Bachelor's 150 Hrs</u>	<u>Master's</u>	<u>Master's + 15 hrs.</u>
Step 0	25,523	30,937	32,793	34,649	36,196
Step 1	27,070	32,948	34,804	36,660	38,207
Step 2	28,617	34,959	36,815	38,671	40,218
Step 3	30,164	36,970	38,826	40,682	42,229
Step 4	31,401	38,981	40,837	42,693	44,240
Step 5	32,639	40,992	42,848	44,704	46,251
Step 6	33,567	43,002	44,859	46,715	48,262
Step 7	34,495	45,013	46,870	48,726	50,273
Step 8	35,423	47,024	48,880	50,737	52,284
Step 9	36,042	49,035	50,891	52,748	54,294
Step 10	36,660	51,046	52,902	54,758	56,305
Step 11	37,279	53,057	54,913	56,769	58,316
Step 12	37,898	55,068	56,924	58,780	60,327
Step 13		55,996	57,852	59,708	61,255
Step 18		56,460	58,316	60,172	61,719
Step 27		56,924	58,780	60,637	62,183

**WE ARE AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER**

E. Staff Development

Graduate or undergraduate credit hours obtained by each staff member shall be reviewed upon receipt by the Board. Appropriate placement for each staff member on the salary schedule shall be made at the beginning of the next pay period following action of the Board, which shall not exceed forty-five (45) days from the date of submission by the staff member.

The Local Professional Development Committee will investigate CEU accreditation for in-service programs conducted after school hours. CEU accreditation to be implemented with the 1997-98 school year.

F. Staff Member's Experience Credit

When employing an experienced staff member, full credit on the salary schedule shall be given for public school teaching experience or accredited private school experience up to ten years. A year of experience shall be defined as one hundred twenty (120) days or more of employment in any one school year.

G. Longevity (ADDING STEP 13)

After thirteen (13) years of experience, staff members shall move to step 13 on the pay scale. After 18 years of experience, staff members shall move to step 18 on the pay scale. After 27 years of experience, staff members shall move to step 27 on the pay scale.

H. Substitute Pay for Staff Members

1. A middle school or high school staff member who assumes the instructional duties of another staff member during his/her preparation and/or conference period and/or duty period shall be compensated for the additional duty at the rate of .00066 of the BA Step 0 per period and/or per hour.
2. At the high school and middle schools, the building principal and Staff Advisory Committee shall devise a rotating schedule of staff members to cover class duty during period (high school) and team conference (middle school). This section shall not be used to avoid the hiring of substitutes.
3. When assuming the teaching duties of another staff member during the school day, elementary school teachers shall be paid one hundred twenty-five dollars (\$125.00) prorated among the teachers to whom the students are assigned.

I. Per Diem Rate

The per diem rate is 1/184<sup>th</sup> of the staff member's regular salary. A staff member who is required to perform responsibilities, that are not contained in the supplemental pay

schedule and which are beyond the regular contractual year, shall be paid at the per diem rate.

J. Career Tech Staff Members

Career Tech staff members with seven (7) years of experience in the field shall be employed on the Bachelor Salary Schedule and may proceed to that maximum upon the annual completion of the minimum number of specified hours of staff member improvement work. When they have obtained a Provisional Certificate, they may advance to the five (5) year schedule. When they have obtained a Professional or Permanent Certificate, they are placed on the Master's Degree Schedule. All vocational staff members must be certificated according to the Ohio Plan for Trades and Industries.

K. Military Credit

All years of active military service in the Armed Forces of the United States, to a maximum of five (5) years, shall be accepted as teaching service. (ORC 3307.02-3317.13)

L. Pay Periods

The staff member shall receive twenty-six (26) pays, issued biweekly or earlier at the discretion of the treasurer.

M. Student Teacher Supervision

1. The minimum requirements of the cooperating staff member shall be a Bachelor's Degree and three (3) years of teaching experience.
2. Any qualified staff member may submit a written request for a student teacher to the Board administrator in charge of teacher assignments. A copy of this request shall be sent to the staff member's principal. The staff member's written request shall be answered in writing with a copy to the building principal.
3. Acceptance of a student teacher shall be voluntary on the part of the staff member.
4. All cooperating staff members shall, upon the request of the Board administrator in charge of student teachers, submit a written evaluation of the student teacher's performance to the Executive Director of Human Resources.
5. Cooperating staff members shall be paid a stipend in accordance with stipend arrangements with the sending college or university. The stipend paid to the cooperating staff member shall be equal to the amount received from the college per student teacher.

6. An opportunity shall be provided for the student teacher and the cooperating staff member to meet prior to the assignment.
7. The District will develop a procedure that allows cooperating staff to have the right for first refusal for the tuition vouchers provided by sending college or university.

N. **STRS Pick-Up**

The Board herewith agrees with the MSEA to pickup contributions to the State Teachers Retirement System upon behalf of the staff members using the salary reduction method of "pick-up."

O. **Direct Deposit**

All staff members shall be paid through direct deposit.

P. **Merit Pay**

**If merit pay becomes law, it shall be defined as:**

**A pay system that supplements a single salary schedule and is accessible to everyone on a voluntary basis. It shall include, but not be limited to National Board certification, master teacher designation, staff attendance, hard to staff schools, hard to staff subjects, recruitment pay, retention pay, career ladder, and/or licensure status.**

**A committee, made up of a majority of teachers, shall be established by the MSEA & Board of Education to develop the merit pay compensation.**

Q **Incentive Bonuses**

**A fund of \$70,000 shall be established annually, starting July 1, 2011, by the Board of Education for Incentives. The Superintendent and the ranking MSEA Certified member shall meet to decide how this money is awarded. This incentive is to be used for teachers who go above and beyond their regular teaching duties. Teachers may be nominated by their building principal, administrator, board member, or a staff member for this incentive. Funds shall be paid out quarterly (1<sup>st</sup> pay in Oct, Jan, April, June).**

## **602 FRINGE BENEFITS**

A. **Hospital/Surgical/Major Medical Insurance**

Except as noted below, the Board shall pay the full cost for family or single hospitalization/surgical/major medical insurance for each staff member enrolled in the family or single plan as outlined below. Employees hired after December 31, 1992,

who have contracts of fifty percent (50%) or less of the full workday/work year shall pay fifty percent (50%) of the applicable premium.

### **SCHEDULE OF BENEFITS**

Dependent Age	To end of the month when child attains age 19 (or 23 if allowed as a federal tax exemption and a full-time student (as per 602 E)	
Maternity	All Covered Persons	
Benefit Period	Calendar Year	
Pre-Existing Period	12 Months	
Deductible and Co-Payment Limit	Deductible Individual - \$200.00 Family - \$400.00	Co-Payment Individual - \$850.00 Family - \$1,700.00
Co-Payment	15% if PPO panel physicians, hospitals, ancillary providers are used. 20% if non-panel physicians, hospitals and ancillary providers are used. None after out-of-pocket limit is reached.	
Payment Maximums Benefit Period	Up to 50 visits for Outpatient Psychiatric Care \$5,000.00 for Outpatient Substance Abuse Services  Up to 30 days for Inpatient Psychiatric Care and Substance Abuse  \$10,000.00 for Physical Medicine and Rehabilitation  \$5,000.00 for Private Duty Nursing  \$2,000.00 for Chiropractic Care	
Lifetime	\$1,000,000.00	
Prescriptions	Under separate drug card plan	
Preventive Care	Preventive care shall not be subject to the deductibles	
OB/GYN Exams	Subject to the deductible, 80% of Reasonable and Customary Charge limited to one routine exam and one Pap test per year. Benefit available for the employee and the employee's spouse only.	
Mammograms	Subject to the deductible, 80% of Reasonable and Customary Charge for the following schedule:  age 35-40, 1 baseline mammogram age 41-50, 1 mammogram every other year	

age 51 and above, 1 mammogram every year

Prostate Exam (including PSA test (if required)) Subject to the deductible, 80% of Reasonable and Customary Charge limited to one routine exam per year after age 40. PSA test will be covered if required by physician.

Well Baby Up to one year.

NOTE: The maximum annual expense for covered services is the sum of the deductible and the out-of-pocket limit for co-payment.

B. Life Insurance

The Board will pay the full cost for term life insurance in the amount of \$40,000.00 for each employee. Such benefit shall be reduced by one-third (1/3) of that amount when the employee reaches age 65; another one-third of that amount when the employee reaches age 70; and to zero (0) at age 75.

C. Dental Insurance

The staff member will pay fifty percent (50%) per month for the cost of dental insurance. The Board shall ask for quotations, if necessary, so as to keep current level of coverage. The deductible applicable to dental insurance shall be \$25.00 for single coverage and \$50.00 for family coverage. Staff member's contribution toward dental and drug insurance shall not exceed ninety dollars (\$90.00) per month.

D. Prescription Drug Plan

Employees shall be provided with a prescription drug plan, which shall be subject to the following provisions:

1. Pharmacies designated by the plan must be used;
2. Employee pays 20% or \$5.00, whichever is higher of the cost of the prescription, at the time of purchase;
3. Generic drugs must be used when available on the market;
4. Mandatory formulary is in effect; and
5. Board will pay 75% of the cost of the plan.
6. Other provisions are as follows:
  - a. Pharmacies designated by the plan must be used.
  - b. Prescription drug coverage will be removed from the major medical section of the health insurance plan.

- c. Generic drugs must be used where available. If a brand name prescription is selected by the employee in place of a generic prescription, the additional cost is borne by the employee.
- d. There is no front-end deductible. (Any deductibles remain with the health insurance program.)
- e. The staff member shall pay twenty-five percent (25%) of the cost of the program per month. Staff member's contribution toward dental and drug insurance shall not exceed ninety dollars (\$90.00) per month. For employees who have a contract of 50% or less, the district will pay fifty percent (50%) of the monthly premium and the employee will pay fifty percent (50%) of the monthly premium through payroll deduction.
- f. A mail order plan for ordering prescription drugs through the mail will be made available to the employee. Following the third refill on a continued (Maintenance) prescription the employee must use the districts mail order prescription plan. The district Treasurer shall make available a list of prescriptions that are considered maintenance prescriptions.

#### E. Insurance Coverage

Unless otherwise specified in this Agreement, all fringe benefits provided under Section 602 shall be available to all staff members. Nothing herein shall restrict the Board's right to select the carrier to provide any insurance coverage.

However, it is expressly agreed that the level of coverage specifically indicated in any provision of this section shall be maintained or exceeded.

The Board shall have the flexibility of offering alternative insurance plans as long as participation in these alternative plans is a voluntary decision of the staff member.

To be eligible for coverage, employees hired after December 31, 1992, must provide satisfactory evidence of insurability for themselves and any other family member that would be covered by the insurance. Such evidence must be approved by the Board's designated insurance representative. Upon approval of the evidence of insurability, such employees shall be eligible for insurance, and shall be required to complete an enrollment form.

A covered dependent of an employee shall become ineligible for coverage at the end of the month he/she turns 19. This can be extended to no later than the end of the month he/she turns 23 as long as he/she is allowed as a federal tax exemption and is a full-time student in an accredited college, junior college, or technical school.

Where both a husband and wife are employed by the district, they shall be eligible for only one plan. This standard shall apply to all of the above mentioned insurances

except life insurance. A husband and wife both hired before January 1, 1993, may continue to have two dental plans.

If an employee's spouse has benefits available through his/her employer, he/she must elect coverage from it even if a premium is required. Spouses of employees who fail to participate in a company-funded plan will be subject to an individual deductible of \$1,500.00. (This applies to staff members hired after January 1, 1996.

F. Liability Insurance

The MSEA and Board agree to the following stipulations:

1. The Board shall provide for the defense of a staff member in any civil action or proceedings in any state or federal court arising out of any alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the staff member was acting in good faith and not manifestly outside the scope of his employment or duty. The duty to provide for a staff member's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Board.
2. The Board shall indemnify and hold harmless all staff members in the amount of any judgment, other than punitive damages, obtained against any such staff members in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the staff member was acting in good faith within the scope of his employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the staff member acting with malice of purpose, in bad faith, or in a wanton and reckless manner.
3. The Board further agrees that the staff member shall have the right to information relative to any claim with 48 hours or receipt of such information by the Board and/or its agent(s).
4. The Board agrees that the only instance whereby the Board may make records of or reference to a staff member's alleged culpability in a liability claim a part of the staff member's personnel file is when a claim has been litigated and the staff member's liability has been clearly established by a judgment rendered by a court of competent jurisdiction. If there has not been a recurrence of a judgment rendered by a court of competent jurisdiction within a twelve (12) month period following placement of said previous judgment in the staff member's personnel file, such judgment and all records thereof shall be removed from the personnel file.

5. The Board agrees to allow any staff member at least 48 hours to file a written accident report to the Board and/or its agent(s) of an incident that could result in a claim or liability.

The Board further agrees that the staff member shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

6. That the Board shall provide adequate release time for any staff member that is required to attend any deposition, any pre-trial hearing and any or all state and federal court hearings involving any and/or all claims of liability. The Board agrees that such release time will not result in the staff member's loss of wages or deduction from any Board approved leave.
7. The MSEA will encourage all staff members to cooperate with the Board in any defense to all claims of liability.

#### G. Vision Insurance

Effective September 1, 1999, employees shall be provided with single or family vision insurance which shall be subject to the following provisions:

1. The plan shall provide vision examinations once every twelve (12) months, lenses every twenty-four (24) months and frames every twenty-four (24) months.
2. The plan shall cover usual, customary and reasonable charges for such items as:
  - a. Examination;
  - b. Materials for frames, single vision, bifocal, trifocal, and lenticular lenses
  - c. In lieu of frames and lenses, contact lenses (necessary or cosmetic).
3. Employees shall pay a ten dollar (\$10.00) copayment. Panel physicians must be used or benefits decrease.

#### H. Benefits Team

A benefits team shall be established with representatives from the MSEA, limited to 3 members, to work with the board Treasurer. This team shall meet monthly to discuss all fringe benefits, cost of said fringe benefits, any service-related issues, and possible ways to improve benefits. When there are changes in carriers, providers, or insurance companies the MSEA team shall have the right to have a representative at the table to hear the negotiations. The MSEA shall be notified in a timely manner of such negotiations.

## 603 SUPPLEMENTAL PAY (Effective 8/1/05)

### A. Guidelines

1. Any staff member involved in a negotiated extra duty activity and whose participation is approved by the Board shall receive compensation for that extra duty.
2. Approval and compensation for activities added between negotiations shall be determined by the Director of Athletics and/or the Executive Director of Human Resources and Superintendent of Schools, or his/her designee, for recommendation to the Board.
3. A list of school clubs added to the approved supplemental contract list through a building principal's recommendation to the Executive Director of Human Resources for presentation to the Board for approval shall be provided to the MSEA President prior to the Board action. Staff members are required to serve as club advisors only if the clubs are on the approved list.
4. As additional supplemental contracts funded through General Fund are recommended and implemented, the supplemental pay shall not be less than two percent (2%) and not more than four percent (4%), as determined by the principal and the Executive Director of Human Resources. The number of positions shall be determined by the principal and the Executive Director of Human Resources. Supplementals added during the life of this contract shall be reviewed at the negotiations for a successor agreement.
5. Periods to be assigned for extra duty responsibilities under approved supplemental contracts will be determined by the building principals and designated central office staff and will be listed in the rules and regulations for the Mansfield City Schools.
6. At the end of the supplemental duty period, the principal and the coach/advisor should have a conference to review the season/assignment.

### B. Supplemental Pay – High School

1. Activities	% of the Base
Academic Challenge	5
Academic Recognition Coordinator	2
Advisors:	
12 <sup>th</sup> Grade Class	6
11 <sup>th</sup> Grade Class	3
10 <sup>th</sup> Grade Class	2
9 <sup>th</sup> Grade Class	2
Audio-Visual Director	5
Auditorium Manager – Senior	4

Bookstore Manager	5
Drama Director	2% production – 8% Maximum
Department Chairman	\$10.00 per staff member, if 4 or more in the department
Drill Team Advisor	6
Drug Program Coordinator	5% plus 1 released period/day
Music	
Head Band	12
Assistant Band	6
Head Summer Band	10
Assistant Summer Band	4
Head Orchestra	8
Assistant Orchestra	2
Vocal	7
Musical Production (per approved adult)	4
Newspaper Advisor	5
Newspaper Business Manager	2
Student Council	6
Yearbook Advisor	5
Yearbook Business Manager	2

2. Special Education Staff Members (For employees hired prior to January 1, 1993)\*

Temporarily certificated – participating In a retraining program	2
Fully certificated	5
Part time will receive a proportionate share of full-time percentage (5/5 = 100% of entitlement)	

\*Any employee hired after January 1, 1993, will not receive the special education supplemental. Employees hired before that date who are teaching special education or who later transfer into special education will receive the supplemental.

3. School Librarians

Secondary librarians shall have an extended contract for the purpose of providing open libraries from the first day of school through the last day of school. This extended contract will be for eight (8) days. Four (4) days are to be used before the first day of the regular teaching contract and four (4) days after the last day of the regular teaching contract unless the staff member and

his/her immediate supervisor agree otherwise. Pay for the eight (8) days shall be at the per diem rate of the librarian.

4. Counselors

Secondary counselors will have an extended contract of five (5) days prior to the first scheduled workday for members of the bargaining unit and five (5) days after the last workday for members of the bargaining unit unless the teacher and his/her immediate supervisor agree otherwise. Pay for the ten (10) days shall be at the per diem rate of the counselor.

5. Athletics

Position	% of the Base
Athletic Director	20
Assistant Athletic Director	20
Athletic Trainer	22
Baseball - Head Coach	10
Baseball - Assistant Coach	8
Basketball (boys) – Head Coach	20
Basketball (boys) – Assistant Coach (Varsity)	10
Basketball (boys) – Reserve Coach	10
Basketball (boys) – Freshman Coach	10
Basketball (girls) – Head Coach	20
Basketball (girls) – Assistant Coach (Varsity)	10
Basketball (girls) – Reserve Coach	10
Basketball (girls) – Freshman Coach	10
Cheerleader Advisor – Varsity	10
Cheerleader Advisor – Freshman	5
Cross Country – Head Coach	10
Football – Head Coach	20
Football – Assistant Coach (Varsity)	10
Football – Freshman	8
Golf – Head Coach	10
Intervention Athletic Coordinator	5/season
Soccer (boys) – Head Coach	10
Soccer (boys) – Assistant Coach	8
Soccer (girls) – Head Coach	10
Softball – Head Coach	10
Softball – Assistant Coach	10
Mehock Field Track Coordinator	8
Swimming – Head Coach	12
Swimming – Assistant Coach	10
Tennis (boys) – Head Coach	10
Tennis (girls) – Head Coach	10
Track (boys & girls) – Head Coach	15.5
Track (boys) – Assistant Coach (Varsity)	8
Track (boys) – Freshman Coach	8

Volleyball – Head Coach	10
Volleyball – Reserve Coach	8
Volleyball – Freshman Coach	8
Wrestling – Head Coach	12
Wrestling – Assistant Coach (Varsity)	10
Wrestling – Freshman Coach	10
J.C. Gorman Tournament Director	3

The Athletic Director will have an extended contract of fifteen (15) days prior to the first scheduled workday for members of the bargaining unit and fifteen (15) days after the last workday for members of the bargaining unit. Pay for the thirty (30) days shall be at the per diem rate of the Athletic Director.

The Assistant Athletic Director will have an extended contract of five (5) days prior to the first scheduled workday for members of the bargaining unit and five (5) days after the last workday for members of the bargaining unit. Pay for the ten (10) days shall be at the per diem rate of the Assistant Athletic Director.

C. Supplemental Pay – Middle School

1. Activities	% of the Base
Academic Recognition Coordinator	2
Audio-Visual Director	5
Bookstore	3
Music (payable if two programs are given during the year beyond the regular school day)	
Head Band	4
Head Orchestra	4
Vocal	4
Newspaper	3
2. Special Education Staff Members (For employees hired prior to January 1, 1993)*	
Temporarily certificated staff members - participating in a retraining program	2
Fully certificated	5
Part-time staff members will receive a proportionate share of full-time percentage (5/5 = 100% of entitlement)	
Student Council	5
Treasurer (if a staff member)	2

\*Any employee hired after January 1, 1993, will not receive the special education supplemental. Employee hired before that date who are teaching special education or who later transfer into special education will receive the supplemental.

3. School Librarians

Middle School librarians shall have an extended contract for the purpose of providing open libraries from the first day of school through the last day of school. This extended contract will be for eight (8) days. Four (4) days are to be used before the first day of the regular teaching contract and four (4) days after the last day of the regular teaching contract unless the staff member and his/her immediate supervisor agree otherwise. Pay for the eight (8) days shall be at the per diem rate of the librarian.

4. Counselors

Middle School counselors will have an extended contract of five (5) days prior to the first scheduled workday for members of the bargaining unit and five (5) days after the last workday for staff members unless the staff member and his/her immediate supervisor agree otherwise. Pay for the ten (10) days shall be at the per diem rate of the counselor.

5. Athletics

Position	% of the Base
Athletic Coordinator	15
Basketball (boys) – 7	7
Basketball (boys) – 8	7
Basketball (girls) – 7	7
Basketball (girls) – 8	7
Cross Country – 7-8	7
Football Coach	7
Intramural Director	7
Track (boys) - 7-8	7
Track (girls) – 7-8	7
Volleyball (girls) – 7	7
Volleyball (girls) – 8	7
Wrestling – 7-8	7

D. Supplemental Pay – Elementary

1. Activities	% of the Base
Elementary Music Program	4
Academic Recognition Coordinator	2
2. Special Education Staff Members (For employees hired prior to January 1, 1993)*	
Temporarily certificated – participating	2

In a retraining program	
Fully certificated	5
Part time will receive a proportionate share of full-time percentage (5/5 = 100% of entitlement)	

\*Any employee hired after January 1, 1993, will not receive the special education supplemental. Employees hired before that date who are teaching special education or who later transfer into special education will receive the supplemental.

E. District Coordinators

Activities	% of the Base
Music Coordinator	8

F. Mentor Committee	3
Mentors	2.5
Mentor Coordinator	20

G. National Board Certified Teacher shall receive \$750 per year if the State (ODE) discontinues stipend.

**604 SEVERANCE PAY**

A. Severance pay will be granted for twenty-six percent (26%) of a staff member's accumulated but unused sick leave. If a unit member has 200 or more days of unused sick leave, at the time of retirement, he/she will be paid 30%. Severance pay will be at the per diem rate of the eligible staff member and shall be payable upon the staff member having fulfilled the requirements of this section or at the option of the staff member, January of the succeeding calendar year.

B. The following provisions will apply to severance pay payments:

1. At the completion of his/her contractual obligation to the Mansfield School District, the staff member must be eligible for "service retirement" or "disability retirement" by STRS.
2. In order to receive severance pay, the employee must provide to the Treasurer's office a copy of the first retirement check.
3. Payment will be based on the staff member's rate of pay at retirement and will eliminate all accumulated sick leave of that staff member.
4. Appendix J will be used to request Severance Pay.

## **605 WORKERS' COMPENSATION**

- A. A staff member injured while on the job is covered by the State of Ohio Workers' Compensation Act, costs of which are assumed by the Board. This service pays hospital and medical service necessitated by the injury. It also pays a percentage of the average wage if no pay is received during absence from the job because of injury.
- B. Staff members shall report accidents to their building principal. The principal will provide Form C for use in reporting injury cases where medical and hospital expenses are involved. This form should be filled out in duplicate.
- C. When filing a claim for compensation for loss of wages, the Treasurer should be contacted for the correct form for filing the report.
- D. Since there are time limitations and settlement limitations, it is advisable to file the report as soon as practical after emergency measures have been taken.

## **606 AUTHORIZED OPTIONAL PAYROLL DEDUCTIONS**

- 1. Premiums for Washington National Insurance
  - 2. Contributions to United Way
  - 3. Dues to United Education Profession (UEP) Organizations
  - 4. Tax-Sheltered Annuities
  - 5. Payments to Empire Affiliates, Inc.
  - 6. Political Contributions
  - 7. Payroll Deductions for U.S. Savings Bonds
- A. Washington Health and Accident Corporation  

This is a group accident and sickness program open to all staff members and clerical personnel on a voluntary basis. Rates and brochures descriptive of the plan may be secured from the Washington Health and Accident Corporation.
  - B. United Way  

Deductions for this purpose must be at the voluntary request of a staff member and in writing. Appropriate marks and signature on the annual subscription card will constitute such written authorization. The total amount which a staff member authorizes the Treasurer to deduct will be deducted from the staff member's salary check twice a month over a ten (10) month period from November to August, inclusive. Requests for such deductions can be made at the time of the annual campaign in this community.

C. Dues to UEP

1. The Treasurer shall deduct dues to the UEP from the pay of any staff member who has completed the necessary forms. Such deductions shall be made twice a month for a period of ten (10) months, and shall commence with the first pay in November.
2. The Treasurer of the Board shall forward such deductions to the Treasurer of the MSEA within ten (10) days of such collection.
3. The Treasurer of the Board shall deduct from the final payroll check of any staff member who shall leave the district for any reason the full amount of outstanding dues due and payable under the provisions of the payroll deduction authorization form, provided the staff member has accrued sufficient net pay to cover such deduction.

D. Tax-Sheltered Salary

Employees are eligible to participate in a tax-sheltered annuity or deferred compensation program through payroll deduction. Information regarding eligible companies can be obtained from the payroll department. Deductions can be made to only one company at a time.

E. Payments to Empire Affiliates, Inc.

Empire Affiliates, Inc., is a member-owned Savings and Loan Institution (credit union) to which all staff members may belong. Payroll deductions may be arranged for savings or repayment of loans by contacting Empire Affiliates, Inc.

F. Payroll Deduction for Political Contributions

Deductions for political contributions shall be made in accordance with the Ohio Revised Code 3313.262 and upon proper signature of forms from the Treasurer's office. The staff member shall also specify which candidate(s), political party(ies) and/or committee supporting candidate(s), school levies or issue(s) are to receive the deduction(s) and how the specified amount(s) is/are to be transmitted to the receiving party.

G. Payroll Deductions for U.S. Savings Bonds

Deductions for U.S. Savings Bonds shall be made in accordance with federal laws and upon proper signature on the forms from the Treasurer's office.

H. Forms

The MSEA shall provide forms setting forth the amounts and provisions of the agreement for United Education Profession and political contributions.

## **607 MILEAGE REIMBURSEMENT**

Any staff member required and who has administrative approval to use a personal vehicle for school-related business shall be reimbursed at the rate allowed by the Internal Revenue Service. If the rate by the IRS changes during the term of this Agreement, the district shall reflect such change on the subsequent January 1.

## **608 TUITION REIMBURSEMENT**

1. Each year of this contract the Board will appropriate \$50,000.00 for tuition reimbursement to be distributed in accordance with this article. ...
  - a. The maximum reimbursement per fiscal year (July 1 - June 31) is \$2,000.00 for full-time employees; part-time unit members shall be reimbursed according to the amount of time worked per day (employees employed on a 40% contract are eligible for 40% of the maximum of the reimbursement.)
  - b. No person will receive a higher reimbursement for coursework than was paid for the tuition for that coursework.
2. Employees on disability or other leave of absence or worker's compensation leave are not eligible for reimbursement.
3. Courses to be considered for approval:
  - a. must be related to the bargaining unit member's area of certification/licensure
  - b. would lead to another area of certification/licensure
  - c. would lead to an advanced degree in the profession of education, and/or
  - d. are necessary for the renewal or upgrade in teaching certificate/license.
4. Final approval of applications for reimbursement will be made by the Assistant Superintendent or his/her designee.
5. Only courses taken from properly accredited colleges and universities are acceptable for reimbursement.
  - a. Non-credit workshops, correspondence courses and television courses shall not be approved for purposes of reimbursement.
6. The unit member must achieve a minimum of a "B" grade or a "pass" in a pass/fail course to receive reimbursement.
7. 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 district for at least one full school year following receipt of such pay.

- a. 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.
8. Unit members who have been part of a reduction in force action would be reimbursed for the approved course work taken during their last working year in the Mansfield City Schools. This would not include work taken during the summer after the teacher has been part of a reduction in force action unless such course(s) is for new certification or recertification and was requested prior to the Board action initiating a reduction in force.
9. Application Process A unit member must complete and submit to the office of the Superintendent or/designee an application twenty-one (21) days prior to the beginning of the course, along with a copy of the following information:
  - a. Course description from the institution's catalog, bulletin, or web-site; and
  - b. Fee schedule, which includes the cost of the course per credit hour.
  - c. Applicants will receive notification of either approval or denial of their reimbursement request seven (7) days prior to the beginning of the course.
10. Procedure for reimbursement after completion of course – The bargaining unit member shall submit written proof in the form of a grade card. Evidence of successful completion must be submitted by July 7<sup>th</sup>. An itemized receipt of the actual cost of the tuition for the course, the grade card, and the completed checklist/reimbursement form must be submitted to the COO (Assistant Superintendent)/designee before payment can be processed.
11. The \$50,000 will be divided equally among members successfully completing ("B" or better) courses based on a semester credit hour prorated amount (1½ quarter hours = 1 semester hour) during the time period July 1 – June 30 of each year. Members will receive no more than his/her actual out-of-pocket the cost of such courses. Reimbursement shall be made no later than September 1, of each year.

## ARTICLE VII LEAVES

### 701 SICK LEAVE

- A. Each staff member shall be granted sick leave of one and one-fourth (1 ¼) days per month for a total of fifteen (15) days per year. New staff members or returning staff members who have exhausted their accumulation will be credited with up to fifteen (15) days as needed. Such credited leave will be deducted from the final pay of a staff member, at his/her per diem rate, if the staff member leaves employment of the Board before earning sufficient sick leave to repay the advance. The maximum accumulation of sick leave shall be 260 days. (Add 2 days (257) the 1<sup>st</sup> year (2008-2009), 2 days (259) the 2<sup>nd</sup> year (2009-2010), and 1 day (260) the 3<sup>rd</sup> year (2010-2011).

- B. Each staff member may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which would be communicated to others, and for absence due to illness, injury, or death in the staff member's immediate family. Illness or injury in immediate family refers to illness of spouse, child, parents, or a member of the immediate household.
- C. When it becomes evident to the staff member that sick leave is to be for an extended period of time, the staff member shall contact his/her building principal so that a long-term substitute may be hired.
- D. Each staff member shall be entitled to use up to seven (7) days of sick leave for the death of a member of his/her immediate family. Immediate family shall include spouse, child, parent, grandparent, parent-in-law, son-in-law, daughter-in-law, brother, sister, niece, nephew, grandchild, aunt, uncle, brother-in-law, sister-in-law, or a member of his/her immediate household. The Superintendent, or his/her designee, may authorize more days or the use of sick leave for the death of other persons if circumstances warrant.
- E. Each staff member using sick leave shall furnish the Board with a written signed statement on the proper, negotiated form to justify the use of sick leave. (See Appendix D)
- F. If medical attention has been necessary during the period of sick leave, the staff member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
- G. The Board shall reserve the right to contact the physician for the purpose of verifying the staff member's statement within the limits of 2317.01 of the Ohio Revised Code. (Physician-patient privilege) Falsification of a statement or application for sick leave shall be grounds for termination of the staff member's contract.
- H. Sick leave shall not be charged for days on which school is not in session due to public calamity, disease, epidemic, hazardous weather conditions, damage to a school building or other temporary circumstances due to utility failure rendering the school building unfit for school use.
- I. When an employee is approved by STRS for disability retirement, the employee will use accumulated sick leave but will not accrue any additional sick leave. Should the employee return to work, the employee will be credited with the sick leave he/she would have earned between approval for disability retirement and exhaustion of sick leave.
- J. Attendance Policy
  - 1. Effective with the 1999-2000 school year and each year thereafter, staff members who have an attendance rate of ninety-four percent (94%) or less in any school year shall be subject to the attendance policy in 701 (J) (2) for the succeeding school year. Professional leave, personal leave, sick leave due to

bereavement leave, sick leave due to hospitalization, sick leave verified by a physician, or sick leave that ends with the employee being approved for disability retirement shall be excluded from the above calculation.

The Executive Director Human Resources and an MSEA representative, if requested, shall meet with those staff members who fail to meet the above cited attendance rate to explain the attendance policy, to offer assistance and to discuss the employee's sick leave usage. Staff members shall have the right to correct errors and omissions in their attendance record. Medical records shall be kept confidential.

2. Those staff members who fail to meet the attendance rate in 701 (J) (1) during the previous school year, shall be required to verify sick leave absences once they reach an attendance rate of ninety-five percent (95%). Professional leave, personal leave, sick leave due to bereavement leave, sick leave due to hospitalization, sick leave verified by a physician, or sick leave that ends with the employee being approved for disability retirement shall be excluded from the above calculation.
3. Staff members whose attendance rate exceeds ninety-four percent (94%) shall not be subject to the attendance policy in 701 (J) (2) for the next school year.
4. Failure to abide by the attendance policy shall subject the staff member to action under Section 517, Employee Discipline.

## **702 LEAVES OF ABSENCE**

- A. A staff member shall be granted a leave of absence without pay for illness or other disability and may be granted such leave for educational, professional, or other purposes. Such leave shall be for a maximum of two (2) consecutive school years. Upon written request, the Board shall grant an extension for up to two (2) additional school years for cases of illness or other disability.
- B. A written application must be made to the Superintendent or his/her designee, on the negotiated form (Appendix C) at least thirty (30) days prior to the effective date of the leave. This requirement may be waived in cases of emergency.
- C. Staff members who take any leave under Section 702 shall be eligible to continue in Board provided insurance plans by paying the entire regular premiums to the COBRA administrator prior to the due date except that a staff member who is on leave for illness or other disability and has exhausted all accumulated sick leave shall receive Board provided insurance at Board expense for the first twelve (12) months of leave for illness or other disability following approval of leave under this section, except that an employee who is approved by STRS for disability retirement, and who has exhausted his/her sick leave, shall not receive Board paid insurance.
- D. At the expiration of the approved leave, the returning staff member shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the

returning staff member shall be appointed to a certificated position with equivalent contract status for which he/she is certificated.

- E. Unrequested leaves of absence for reasons of illness or other disability shall be granted in accordance with ORC 3319.13 and 3319.16.

### **703 PERSONAL LEAVE**

- A. All staff members shall be allowed three (3) days of personal leave each school year. Unused leave shall not be accumulated. At the end of each school year unused personal leave shall be credited to sick leave accumulation in accordance with 701 (A).
- B. Personal leave shall be for the purpose of conducting personal business which cannot be conducted at times other than regular school hours.
- C. Unless advance written permission is obtained, personal leave may not be used for the day preceding or following a holiday or vacation period.
- D. The Superintendent, or his/her designee, may grant additional days or permit the use of personal leave for reasons other than those stated in 703 B.
- E. Written requests for personal leave shall be submitted at least three (3) days in advance of the date for which leave is requested. If three (3) days notice is not possible, the staff member shall notify the substitute system and the building principal or immediate supervisor as soon as possible. In such situations, the personal leave form shall be submitted during the first workday after the conclusion of the leave.
- F. When a staff member requests personal leave and on the appropriate form checks the reason for the request as being for personal business, the staff member is not required to list specific reasons. There will be no deduction in salary or sick leave.
- G. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.
- H. Personal leave shall not be used for engaging in other employment. Staff members found abusing personal leave shall be subject to discipline determined by the Board.
- I. The personal leave form shall reflect all language contained herein.

### **704 CUMULATIVE SICK LEAVE REPORT**

A report of the accumulated sick leave for each staff member will be provided at least annually. At any time, a staff member may request sick leave information from the Treasurer. Such requests will be answered promptly.

### **705 ASSAULT LEAVE**

- A. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a staff member who is absent from his/her assigned

duties because of physical disability resulting from an assault. Said leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under rules adopted by the Board pursuant to Section 3319.08 of the Ohio Revised Code. Said staff member shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence. A staff member shall be granted assault leave according to the following rules:

1. The incident resulting in the absence of the staff member must have occurred during the course of employment with the Board.
2. Upon notice to the principal or immediate supervisor that an assault upon a staff member has been committed, any staff member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the staff member's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
3. If the staff member receives medical attention and/or is absent from his/her duties more than five (5) days, a certificate from a licensed physician, stating the nature of the disability the staff member's inability to perform job duties and its duration, may be required before assault leave payment is made.
4. A staff member shall not qualify for payment of used assault leave until the Assault Leave form (see Appendix I) has been submitted.
5. Said member shall not be permitted to accrue assault leave.
6. Payment for assault leave shall be at the assaulted staff member's rate of pay in effect at the time of the assault or at the rate for which the staff member may become eligible in accordance with the Ohio Revised Code.
7. Payment shall be discontinued when one of the following occurs:
  - a. The staff member is no longer under contract with the Board.
  - b. A maximum of three (3) years payment of assault leave has been made and the staff member is eligible for disability retirement.
8. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under Section 3319.16 of the Revised Code.
9. Staff members entering into disability retirement under provisions of STRS because of an assault will be paid a terminal leave benefit of one-half (1/2) their accumulated sick leave with a minimum of thirty (30) days and a maximum of sixty (60) days payable under this provision.

10. "Assault" for purposes of this Agreement, shall be defined as an act against a staff member occurring in the course of employment which causes physical disability to such staff member.

## **706 COURT APPEARANCE**

A staff member who serves as a juror or is subpoenaed to court to testify on a job-related case unrelated to litigation between the MSEA or staff member and the Board shall receive the difference between his/her regular pay and any remuneration received for such services. Such leave shall not be chargeable to sick leave or personal leave. Appendix F shall be used for all such requests.

## **707 SABBATICAL LEAVE**

- A. Full-time staff members may apply (Using Appendix B) to the Board through the Superintendent, or his/her designee, for a leave of absence with part pay for professional study or travel. If such a leave is granted, the following conditions shall apply:
  1. A plan for professional growth must accompany the request, and evidence that the plan was followed must be presented following the absence.
  2. Sabbatical leave shall be for one or two semesters only.
  3. Only one such leave may be granted for each five (5) years of service to the district. Five (5) continuous years of service are required prior to application.
  4. The part salary shall be the difference between the staff member's expected salary and the cost of necessary substitutes. The cost of necessary substitutes shall be determined as follows:
    - a. The first five (5) days at the base rate for substitutes;
    - b. The next fifty-five (55) days at the advanced rate for substitutes;
    - c. All remaining days of the sabbatical on a prorated, per diem basis, on the Bachelor's Degree column, zero (0) years experience of the teachers' salary schedule.
    - d. Appendix B1 shall be used for such requests.
  5. To be eligible for part payment of salary, the staff member must agree in writing to return to the employment of the Board for at least one (1) year, unless the staff member has twenty-five (25) years of teaching experience. The staff member shall reimburse the Board for all monies received in violation of this Agreement.

6. No more than five percent (5%) of the staff members may be granted sabbatical leave simultaneously.
7. No leave will be granted to a staff member for a second time while other requests are pending for sabbatical leave if other staff members have filed a request for sabbatical leave.
8. Staff members granted sabbatical leave shall continue on the staff member roster and be eligible for insurance benefits provided by the Board by the staff member paying the Board share of insurance coverage.

## **708 PARENTAL LEAVE**

- A. A staff member who is pregnant or adopting a child or becoming a parent shall, upon written request, be granted a leave of absence without pay for parental reasons. Such leave shall begin either between the beginning of pregnancy and delivery of the child, or at the receipt of custody of the child, and may continue up to one (1) year after the birth or receipt of custody. This may be extended for one (1) additional year upon written application.
- B. If the staff member so elects, leave related to maternity may begin when sick leave expires or is terminated by the staff member.
- C. Applications for parental leave shall state in writing the expected date of birth or receipt of custody, the date requested leave is to begin, the date the staff member hopes to return to service and the name of the attending physician or adoption official. If possible, applications should be made at least thirty (30) days in advance of the requested beginning date of the leave or requested extension except in the case of an emergency.
- D. Sick leave shall not accrue during parental leave. Staff members on parental leave shall be eligible to continue in Board provided insurance plans by paying the regular premiums to the Treasurer prior to the due date.
- E. At the expiration of the approved leave, the returning staff member shall be granted his/her position held prior to leave if it is vacant. Should the position be filled, the returning staff member shall be appointed to a certificated position with equivalent contract status for which he/she is certificated.

## **709 FAMILY AND MEDICAL LEAVE ACT**

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act shall first be processed as grievances using the procedure herein. Pursuit of such grievance does not prohibit an employee from enforcing their rights under the Act.

B. Leave Provisions

1. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year for:
  - a. a serious health condition of the employee that makes the employee unable to perform his or her job
  - b. the birth and first-year care of a child
  - c. the adoption or foster placement of a child
  - d. to care for a child, spouse, or parent who has a serious health condition.
2. Any leave beyond twelve weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
3. The Board may require eligible employees to substitute paid leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this article.
4. The employee shall give the Board thirty (30) days notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave.
5. When medically necessary, as documented by health care provider, leave may be taken intermittently.

C. Protection of Employment

1. The Board shall return the employee taking a leave under this article to the same position he/she occupied prior to the leave.
2. Except as provided herein, the taking of leave under this article shall not result in the loss of any other employment benefit.

D. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this article.

E. Year

For the purposes of family leave benefits, a year shall be defined as a rolling 12-month period measured backward from the date an employee used FMLA leave.

## 710 SICK LEAVE BANK

### A) Establishment of Sick Leave Bank

a) A Sick Leave Bank, hereinafter referred to as "Bank", shall be established for the Mansfield City Schools bargaining unit employees effective immediately after MSEA and Board approval. Employees will be given 30 days to make the initial donation establishing the Sick Leave Bank.

### B. Participation in the Sick Leave Bank

a. Any employee with one (1) or more days of accrued sick leave may elect to participate in the Bank by submitting the completed participation form (Appendix P) to the MSEA President or designee during the open enrollment month. The open enrollment period shall be the month of September each year. The MSEA President or designee is required to turn in all forms (Appendix P) to the district Treasurer by the first district work day in October of each year. Participation in the Bank is voluntary. Employees who do not have one or more days of accrued sick leave shall be advanced the one day to participate in the Bank. Any new employee must submit the completed form (Appendix P) within 20 days of official board action. Any new hire starting after October 1<sup>st</sup> shall be advanced one day to participate in the Bank if requested.

### C. Donation to Sick Leave Bank

a. A participating employee in the Bank shall contribute one (1) day of sick leave to the Bank. To remain eligible, participating employees except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering fewer than two hundred (200). If an employee does not agree to contribute the additional sick leave day they are no longer part of the sick leave bank, until the next open enrollment period. Sick leave days shall not be returned to the employee except as provided hereinafter for the employee's catastrophic illness, long-term chronic illness, required surgical procedures, serious accidents or injuries (requiring extended rehabilitation) or chronic personal illness.

### D. Withdraw from Sick Leave Bank

a. The Bank shall be operated by the following established guidelines.

- i. A withdraw shall be approved only upon the depletion of the respective employee's accumulated and/or advanced (See Article 701 A) sick leave and personal leave. Employees on a worker's compensation related injury shall not be eligible to withdraw from the bank.
- ii. The maximum withdraw for any employee shall be ninety (90) days.
- iii. Withdraws shall be in full day units.
- iv. Employees may apply for a withdraw in advance of the depletion of such employees accumulated sick leave, to be granted, if needed, upon such request.
- v. Withdrawn days may not be used to accumulate days for severance pay.
- vi. All applications for withdraw shall be on the appropriate sick leave bank form (Appendix Q). All requests are required to have a referral from the

appropriate medical personnel attached and submitted to the MSEA President or designee for approval.

- E. Replacement of Withdraw
  - a. There shall be no requirement for an employee to replace sick leave days withdrawn from the Bank.
  
- F. Eligibility to request a withdraw
  - a. A bargaining unit employee shall be granted his/her request for sick leave if it meets any of the following criteria:
    - i. Catastrophic illness
    - ii. Long-term chronic illness
    - iii. Required Surgical procedure
    - iv. Serious Accidents or injuries requiring extended rehabilitation
    - v. Chronic personal illness
  - b. The school board, district, or administration shall not have the right to refuse withdrawal from the sick leave bank for any employee who meets the criteria in the previously stated reasons.
  - c. An employee shall be eligible to withdraw all 90 days for any of the criteria listed in the previously stated reasons if the employee is experiencing them. An employee shall be eligible to withdraw a maximum of 30 days if a spouse or child of the employee is experiencing the criteria listed in the previously stated reasons.
  - d. There shall be a cap of 90 days withdrawn from the bank per contract year per employee. **Within a rolling 5 year period, if an employee needs to apply to the bank a second time, the cap shall be 45 days from the bank, if a third withdraw is made within a five year period the cap shall be 20 days.** A cap of 30 days may be withdrawn from the bank per child and or spouse per contract year.
  - e. **Additionally if an employee withdraws from the bank he/she shall be required to be a lifetime member of the bank, meaning every time a donation is needed they shall make a donation. A day will automatically deducted each time a day is required under sections 701 B or C.**
  
- G. Who is Eligible to participate
  - a. Any employee in the bargaining unit who chooses to donate the one (1) day in the Bank shall be eligible to make withdraws from the Bank. A bargaining unit member who chooses not to participate in the Bank shall not be eligible to withdrawal any sick leave already contributed by other bargaining unit employees to the Bank.
  - b. If an employee chooses not to participate a form must be submitted indicating their decision.
  
- H. Reporting Status of Sick Leave Bank
  - a. A quarterly report of the Sick Leave Bank shall be given to the Association President. It shall include:
    - i. A list of which bargaining unit employees who are in the Bank

- ii. Who has withdrawn day(s) from the Bank
- iii. How many day(s) were withdrawn
- iv. How many days remain in the Bank

## **711 Military Leave**

Military leave shall be granted to any employee who is drafted, activated or recalled to active duty with any branch of the Uniformed Services, including the reserves, of the United States. Upon request, the unit member shall provide documentation from his/her military unit that the military service to be performed when on leave from work is pursuant to one or more of the following criteria: (1) an executive order issued by the President of the United States, (2) BECAUSE OF AN ACT OF congress, or (3) because of an order to perform duty issued by the governor pursuant of Section 5919.29 of the Revised Code. Seniority shall continue to accrue, and at the expiration of military leave, the returning bargaining unit employee shall be granted to his/her position held prior to the leave if it is vacant. Should the position be filled, the returning employee shall be appointed to a position with equivalent contract status for which he/she is qualified. Compensation shall be in accordance with Revised Code 5923.05 and any other provision of state and federal law.

## **712 Association Leave**

All bargaining unit employees who get elected or appointed to positions to represent public education or to represent MSEA, NCOEA, OEA, or NEA shall be given the term of election/appointment as unpaid association leave if requested. A TPO funded by MSEA shall take the place of the Board's responsibility to provide salary and benefits. The bargaining unit employee may return at the commencement of a school year or the second semester and shall be granted his/her position held prior to the leave if it is vacant. Should the position be filled, the returning employee shall be appointed to a vacant position with equivalent contract for which he/she is qualified.

# **ARTICLE VIII**

## **CURRICULUM DEVELOPMENT AND PROFESSIONAL MEETINGS**

### **801 CURRICULUM COMMITTEE**

- A. There shall be a district-wide Curriculum Committee (CC) to provide a mechanism by which curricular concerns of the staff members and community will be presented to the superintendent or his/her designee, and the Board. The Curriculum Committee will be composed of members from (3) groups: bargaining unit members, administrators, and community members.
- B. The Committee shall be selected or operated in the following manner:
  - a. The MSEA President shall select (up to 20 people, plus him or her self)
    - i. 5 elementary staff member (one from each elementary building, one must be a special education teacher.)

- ii. 3 Intermediate school staff members (1 from each building)
  - iii. 3 middle school staff members (1 staff members from each grade level & 1 special education teacher.)
  - iv. 5 staff members from the high school buildings.
    - 1. 3 from Mansfield Senior High
    - 2. 1 from the Alternate School
    - 3. 1 Special Education Teacher
  - v. Up to 3 members at-large from any level.
  - vi. The MSEA President shall also be a member of this committee.
  - vii. Up to 2 community members, parents, or students
- b. The Superintendent or designee shall select:
- i. 6 Administrators (up to 8 members)
    - 1. The Curriculum Director
    - 2. A member of the Curriculum Department
    - 3. A principal or assistant from the elementary
    - 4. A principal or assistant from the middle school
    - 5. A principal or assistant from the high school
    - 6. 1 special education supervisor
  - ii. Up to 2 community members, parents, or students
- c. Upon mutual agreement between the MSEA President and the Superintendent or designee a board member may be added to the curriculum committee.
- d. Chairperson
- i. The chairperson shall be a bargaining unit member elected by a majority of the Curriculum Committee. The chair shall be responsible for working with the committee to establish an agenda. A term limit of one year shall apply to the chairperson, after serving as chair, that member is not eligible to serve as chair the following year.
  - ii. The committee shall make decisions through the process of consensus.
  - iii. Any member of the school community to attend or speak at any meeting with prior permission from the chair.
  - iv. The Curriculum Director shall provide secretarial services and a record of the minutes to the members of the committee, Board members, administrators, the MSEA President, and each school for posting on the bulletin board.
- e. Meetings
- i. All Curriculum Committee meetings shall be the second (2<sup>nd</sup>) Thursday of each month beginning in September and ending in May.
  - ii. All meeting times of the Curriculum Committee shall be decided by the committee, but limited to 2 hours, and shall be on days that school is in session unless determined otherwise by the committee.
  - iii. By a consensus of the Curriculum Committee, members may wish to schedule additional meetings.
  - iv. Staff members serving on the Curriculum Committee shall be paid a stipend of 5% of the base salary per school year while they serve on the

committee. The chair shall receive a stipend of 7% of the base salary per school year.

- v. The committee shall have the right to divide into subcommittees of high school, middle school, or elementary levels to discuss level specific concerns and bring back recommendations to the complete curriculum committee.

f. Functions and Procedures

- i. The intent of the committee is to provide a group of interested persons who will be free-thinking and concerned with creative ideas – not a group that is necessarily satisfied with the status quo. This must be kept in mind as appointees are chosen.
- ii. Maintain a continued study of the school's philosophy.
- iii. Help to establish curriculum goals for the system through an in-depth study of the community needs and district data collected.
- iv. Study the curriculum as a whole to determine areas that exhibit the most crucial needs. Priorities are then set and a plan shall be formulated to facilitate the program.
- v. If programs or classes are to be eliminated the curriculum committee shall be responsible for making recommendations for how this process is to occur and what programs are to replace eliminated programs or classes. Committee recommendations shall be honored.
- vi. Serve as a clearing-house for curriculum problems.
- vii. Make recommendations for summer programs in accordance with Article VIII, Section 802
- viii. Curriculum studies may be initiated by the committee
- ix. Study areas as submitted by the individual staff members, principals, department heads, MSEA, central office, the board, and citizen groups.
- x. Direct a continuous and comprehensive evaluation of the curriculum.
- xi. Examine and make recommendations before any of the following can begin: proposed programs, new course offerings, and pilot studies. Those responsible for introducing new programs will also be responsible for evaluating the said programs. These evaluations will be reviewed by the committee and recommendations will be made by the committee. Committee recommendations concerning proposed programs, new course offerings, and pilot studies will be honored.
- xii. The committee shall make recommendation for all textbook purchases.
- xiii. Copies of all recommendations shall be sent to the MSEA President, the Superintendent, and posted in each building on the staff members' bulletin board.
- xiv. All Curriculum Committee recommendations shall be presented to the Board for approval.
- xv. The term for selected members of the Curriculum Committee shall be 2 years. Terms will be staggered so that not more than ½ of the committee may be replaced each year.
- xvi. The Curriculum Committee shall be responsible for reviewing and modifying the district's CIP.

- xvii. The Curriculum Committee shall be responsible for approving all building CIP's to ensure consistency with the district CIP.
- xviii. The Curriculum Committee shall examine and make recommendations before any curriculum change or modifications can be made in the district.

## **802 SUMMER PROGRAMS FOR CURRICULUM**

A. In order to provide adequate time for curriculum development and planning, a summer program for curriculum development and revision shall be initiated by the Board. In the event that district funds are limited, this program will be given high priority on the list of programs to be retained. The programs shall be under the direction of the Chief Academic Officer/CAO.

1. Purpose

- a. Curriculum development and evaluation.
- b. Continued curriculum evaluation and/or curriculum revision.

2. Study Groups

a. The Curriculum Committee shall make recommendations for summer study programs. Any member of the school community may propose summer programs to the Curriculum Committee. Such proposals shall be made by March 1 and shall include:

- (1) The nature of the study
- (2) Number and names of proposed participants
- (3) Number of days required for the project
- (4) Procedures for project evaluation

b. The Curriculum Committee will recommend priorities of study to the Executive Director of Instruction by April 1.

c. Information about approved study programs will be posted in each building on or before May 1. This list shall contain:

- (1) The number of studies
- (2) The nature of each study
- (3) The number of desired participants for each study
- (4) The criteria for selection of participants

- (5) Rate and method of payment
- (6) Procedures for project evaluation
- d. Staff members interested in participating in approved programs shall apply in writing to the Chief Academic Officer by May 15.
- e. The Chief Academic Officer will notify all requesting staff members by May 25 regarding their approval as a program participant.
- f. All summer program reports shall be given to the Chief Academic Officer, the MSEA President, and the appropriate curriculum committee. The Curriculum Committee will deal with such reports in accordance with Section 801 of this Agreement.
- g. The rate of compensation shall be on an hourly basis which shall be the same as is set forth in Section 601 H.

### **803 PROFESSIONAL LEAVE**

- A. Professional leave may be requested by staff members in accordance with the following provisions:
  - 1. Leave will be limited to attendance at meetings which have a direct bearing on the professional growth of the staff member and related to either current assignment or curricular goals of the district.
  - 2. Request for attendance at meetings, including an estimate of expenses, shall be submitted to the principal/administrator as soon as possible. Minimum advance leave notice shall be one week. (Use Appendix H.) Application shall be made at least one week before the meeting. The applicant shall be notified in advance if the estimate of expenses exceeds the amount that will be reimbursed.
  - 3. The request form (Appendix H) shall enumerate estimated expenses to be paid by the Board. Travel shall be reimbursed at a rate equal to the IRS mileage rate allowance. Estimated expenses which will be considered include registration fees, meals, lodging, parking, and mileage. If a principal/administrator requests attendance at a meeting, all necessary estimated expenses shall be paid.
  - 4. Professional leave shall be at regular pay with no deduction from sick leave or other leave.
  - 5. No request for leave will be considered if submitted after the meeting has been held.
  - 6. Delegates to the OEA Representatives Assemblies shall be granted leave to attend such meetings. Expenses shall be paid by the MSEA. Substitutes will be

provided at Board expense. Days utilized in this section shall not count against days authorized in Section 803 (A-7).

7. During each school year, the Board shall grant twenty (20) days of leave to MSEA members for the purpose of professional association business. Staff members shall submit the form (Appendix K) to the Executive Director of Pupil and Staff Services via the MSEA President.

#### **804 STAFF ADVISORY COMMITTEE**

A. A Staff Advisory Committee will be formed in each building.

B. Purpose

1. Improve communications and discuss building level concerns between staff members and principal or immediate supervisor thereby improving the educational program for children.
2. To advise the principal or immediate supervisor regarding specific areas of concern of the staff members and ways to improve the total operation of the building.
3. To bring to the committee the concerns of the principal or immediate supervisor.
4. To develop the instructional programs for professional growth of the staff member in accordance with Article VIII, Section 805.

C. Procedures

1. The principal or building supervisor shall schedule within the first ten (10) days of school, a meeting of all staff members for the purpose of determining the number of staff members to be on the SAC and the procedure for electing the staff members of the SAC. The number of staff members serving on the SAC shall be no less than five (5) and no more than twenty (20).
2. An organizational meeting of the SAC shall be held during the month of September. The date and notification shall be the responsibility of the principal. Such meeting shall be scheduled by the principal or building supervisor in cooperation with the elected staff members of the SAC. At the organizational meeting, a chairperson shall be elected by the staff members of the SAC and an elected staff member of the SAC, other than the chairperson, will be selected by the committee to be the secretary of the SAC. The first item of business will be to schedule regular monthly meetings of the SAC.
3. The chairperson shall be responsible for:

- a. Preparing cooperatively with the principal or building supervisor, an agenda of items to be discussed at each SAC meeting.
  - b. Distributing a copy of said agenda to all staff members and principal or building supervisor at least one (1) day prior to each meeting.
  - c. Obtaining suggestions and concerns, prior to the agenda setting sessions, from the other elected staff members of the SAC.
4. The secretary will be responsible for:
    - a. Taking minutes of each SAC meeting.
    - b. Distributing minutes of meetings to all staff members and principal or building supervisor.
  5. A list of staff members of each SAC, including teaching area of the SAC staff members, shall be sent with names of the chairperson and secretary so designated to the Executive Director of Instruction who shall provide a copy to the President of the MSEA.
  6. Any staff member may attend a SAC meeting.

#### **805 RELEASED TIME – STAFF DEVELOPMENT**

- A. In November, January, March, and June, early release of students will occur at the end of a five (5) hour student day for grades K-5 and at the end of a five and one-half (5 ½) hour student day for grades 6-12.
- B. The purpose of the above four (4) early release times is for staff members to work on grades. This may be done at the building or elsewhere, at the discretion of the staff member. Staff members will report to school no earlier than one-half (1/2) hour before the start of the student day on the above four (4) early release days. Staff members will be released following the student dismissal.
- C. Release time may be provided during the school year for instructional leadership meetings or staff work sessions upon designation by the Superintendent. Half-day early release in-service activities shall be planned with input from building level staff development committees. Full-day early release in-service activities shall be planned with input from the Curriculum Committee.

#### **806 LABOR MANAGEMENT COMMITTEE**

- A. An informal committee shall be established as an aide to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of five (5) persons appointed at the discretion of the Superintendent, plus the MSEA President (or designee) and a maximum of five (5) persons elected by the membership of the MSEA.

- B. This committee shall meet upon request, no more than one (1) meeting per month. Meetings will be held after school hours. Staff members serving on the committee will be compensated at an hourly rate which shall be the same as is set forth in Section 601 H of the Agreement to a maximum of two hours per meeting. An agenda shall be established one week prior to the meeting; however, additional items may be added to the agenda at the meeting. If the agenda is not established prior to the meeting, the meeting shall be canceled. Agenda items will only deal with district-wide issues. Building issues shall be discussed at staff advisory committee meetings prior to coming before the Labor Management Committee.
- C. The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The interest-based process will be used when feasible. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of the committee shall not result in modifications or additions to the Negotiated Agreement.
- D. Periodically, training will be provided to the Labor Management Committee by FMCS. The purpose of the training will be to provide the parties with a format for conducting an effective labor-management relationship. The training will be sought when the parties believe a significant number of individuals on the committee have not been trained or the group needs a review.

**ARTICLE IX  
SOLE AND EXCLUSIVE RIGHTS OF THE ASSOCIATION**

- A. The rights and privileges enumerated in this article shall not be extended to any staff member organization except the MSEA and its affiliates, the NEA, OEA, and NCOEA.
  - 1. The Board and administration agree not to meet with, recognize, or negotiate with any staff member organization other than the MSEA on behalf of the staff members. The MSEA is the only staff member organization which shall represent staff members in matters of professional concern.
  - 2. Names and addresses of newly employed staff members shall be provided to the MSEA within two (2) weeks of Board approval of their contract. Such information shall only be for the private use of the MSEA.
  - 3. A copy of any written communication from central office directed to all staff members of a building, department, or grade level shall be sent to the President of the MSEA at the time it is distributed to the staff members. Notice of time, date and place of Board meetings, copies of notice of job openings, Board minutes and agenda and minutes of committees which affect the bargaining unit shall also be sent to the MSEA President.
  - 4. Payroll Deduction – The Board shall provide payroll deductions for dues for membership in MSEA, NCOEA, OEA, NEA, or OEA Fund for Children and Public

Education. Forms for these deductions shall be provided by the MSEA. The enrollment period for payroll deduction of membership dues shall be from September 1 to October 15 of each year. The deductions shall be made twice a month for a period of ten (10) months, and shall commence with the first pay in November. Upon request, payroll deduction privileges shall be available to staff members hired after October 15.

5. The MSEA shall be authorized to use the school mails, "pony," and the staff members' mailboxes for association business. The MSEA may affix non-permanent MSEA identification on staff members' mailboxes. The administration will provide an inside depository at the Board office for mail to be delivered on the pony.
6. A bulletin board will be provided in each building for the exclusive use of the MSEA. The bulletin board shall be located in an area readily accessible to staff members.
7. Association Business – The MSEA and/or its association representative may conduct association business on school property during school hours. The conduct of such business shall not interfere with the program of instruction. Time shall be allotted in staff meetings for association business. The public address system shall be available for association announcements by the principal
8. A staff member may request the presence of an MSEA representative at any meeting with the administration. Upon such request, said meeting shall not proceed until the representative is in attendance. However, said meeting shall take place no later than forty-eight (48) hours after said request has been made.
9. Informal Monthly Meetings – There shall be a monthly meeting for the Superintendent, or his/her designee, and the MSEA President to informally discuss mutually important matters, which would include, among other items, the financial position of the school system. Additional participants may be included at the invitation of either party.
10. Membership to UEP – The Board, the administration, and the MSEA will respect the right of all staff members to join or assist the United Education Profession.
11. Ad Hoc Committees established by the Board and/or the administration which include non-administrative personnel in their composition and whose deliberations may affect the welfare and/or terms and conditions of employment of the staff members shall have reasonable association representation thereon.
12. Facilities – The Board will provide the MSEA with a facility to hold general membership meetings at no cost for a maximum of two (2) hours once each month.
13. The MSEA President or his/her designee shall have the right to make brief organizational announcements at general staff members' meetings and faculty meetings.
14. Union Security – Any staff member who is a member or becomes a member of the MSEA during the term of the contract, shall remain a member for the duration of the

contract. The staff member may withdraw payroll dues deduction in writing during the period of September 1 to September 30 of each year of the Agreement.

## **ARTICLE X TUTORS AND HOME INSTRUCTION PERSONNEL**

Include tutors and home instruction personnel in the bargaining unit.

This article shall constitute all rights, terms, conditions of employment for tutors.

Tutors shall be entitled to one-year limited contracts. The evaluation procedure shall apply, but ORC Sections 3319.11 and 3319.111 shall not apply. Tutors' contracts shall include a statement of whether the tutor's schedule will be 29 hours or less per week and 30 hours or more per week. Tutors under contract for thirty (30) or more hours per week shall be eligible for benefits under Section 602, Section 607, and Article 7.

Tutors will be paid for assigned times when students are not in attendance, when such absence is due to a short-term absence. However, such tutors shall remain at work to accomplish other tasks as assigned. A short-term absence is defined as an absence lasting one calendar week or less.

Tutors shall be paid **(\$22.00)** per hour effective **July 1, 2008**.

## **ARTICLE XI PROFESSIONAL DEVELOPMENT COMMITTEES**

### **1101 ENTRY YEAR PROGRAM COMMITTEE**

- A. The Mentor Program will be operated in accordance with the district's Mentor Program Handbook in effect on January 1, 2002.
- B. The Oversight Committee members shall be compensated at the rate of three percent (3%) of the base salary. The Mentor Coordinator shall be a bargaining unit member and shall be compensated at twenty percent (20%) of the base salary.
- C. Recommendations for the changes to the entry year program shall be subject to collective bargaining.

### **1102 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. Purpose and Authority
  - 1. The purpose of the Local Professional Development Committee is limited to the review and approval of individual professional development plans (IPDP), continuing education units, and individual professional development activities for recertification and licensure as specified by ORC 3319.22 and OAC 3301-24.

2. The LPDC shall have no authority to revise, delete, add or modify any article or section of this negotiated agreement. Actions of the LPDC are not to be contrary to the negotiated agreement or law.
- B. Committee Structure
1. There shall be three grade level LPDCs and one district level LPDC. The grade level LPDCs shall be for elementary schools, middle schools, and high schools.
- C. Composition of Committees
1. Except as otherwise provided in this section, all committees shall be composed of a majority of practicing classroom teachers. Upon request, an administrator's IPDP shall be reviewed by a committee composed of the administration appointee from each grade level LPDC and two teachers from the appropriate grade level LPDC.
  2. The grade level committees shall each have three teachers, one administrator, and one special education teacher.
  3. The district level committee shall be composed of a teacher representative from each of the grade level committees, the MSEA President, and the administration appointee from each grade level LPDC.
  4. The teacher members shall be elected by the MSEA. The other members shall be selected by the Superintendent.
  5. The MSEA, pursuant to its constitution, shall determine method(s) of recalling or replacing LPDC teacher members.
  6. The Superintendent shall determine the recall and replacement of non-teacher LPDC members.
- D. Procedures, Compensation, and Training
1. The LPDC shall determine the time, location, and number of committee meetings.
  2. Committee members shall be granted release time for appropriate LPDC training as approved by the Superintendent/designee. Actual and necessary expenses incurred for training shall be reimbursed by the Board as per Article VIII, Section 803.
  3. Each teacher member shall be paid a stipend of five percent (5%) of the base salary per school year. (NOTE: LPDC stipend for 1998-99 shall be based on the base salary in effect on 9/1/98.)
- E. Facility, Equipment, and Support Services

1. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and any other work requiring storage and/or file space.
  2. The LPDC shall be provided with secretarial support and any other support services necessary.
- F. Terms of Office
1. The MSEA shall determine the length of term of office for the teacher members of the LPDC.
  2. With the exception of the initial start up of the LPDC the length of terms shall vary to allow for staggered terms.
- G. Employee Protection
1. Under no circumstances is the involvement in activities of the LPDC process to be used for employment decisions by the Board.
  2. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.
- H. LPDC Appeals Procedure
1. The LPDC shall determine its own appeals procedure. An administrator may appeal the review of his/her IPDP to the district level committee. Upon a request of the administrator, a sufficient number of teachers shall be non-voting members so that a majority of the voting members shall be administrators.
  2. The LPDC appeals procedure is not subject to the grievance procedure outlined in Article II.

### **1103 Master Teacher Program**

- A. As the Master Teacher Program is phased into Mansfield City Schools, a joint committee will be formed to establish the protocol and guidelines of how the program will be implemented.
- B. Membership of the committee shall be an equal ratio of MSEA selected members and board selected members. A total of 12 members shall serve on the committee, six selected by the MSEA & 6 selected by the board.
- C. The selection of Master Teachers, in the district, shall be carried out by the aforementioned committee.



**GRIEVANCE REPORT FORM  
(To Be Filed in Triplicate)**

Grievance # \_\_\_\_\_ Date Filed \_\_\_\_\_

Name of Aggrieved \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

**LEVEL TWO  
(Submitted to Immediate Supervisor)**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance

2. Relief Sought

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

C. Disposition by Supervisor

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

**LEVEL THREE  
(Submitted to Superintendent)**

A. Position of Aggrieved/or Association

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

B. Disposition by Superintendent or Designee

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

**LEVEL FOUR  
(Submitted to Arbitrator)**

A. Position of Aggrieved or Association

B. Date Submitted to Arbitration \_\_\_\_\_

C. Disposition and Award of Arbitrator

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

**MANSFIELD CITY SCHOOLS**  
Mansfield, Ohio

**APPLICATION FOR SABBATICAL LEAVE  
APPLICATION FOR PAID EDUCATIONAL LEAVE**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL OR DEPARTMENT: \_\_\_\_\_

**BACKGROUND:**

A. Number of consecutive years in Mansfield City Schools \_\_\_\_\_

B. College degree or degrees held \_\_\_\_\_

C. Length of requested leave \_\_\_\_\_  
(one or two semesters)

D. Date requested leave starts \_\_\_\_\_  
Month Day Year

E. Date requested leave ends \_\_\_\_\_  
Month Day Year

**PLANS:**

A. Educational \_\_\_\_\_ Professional \_\_\_\_\_ Other \_\_\_\_\_

B. Please attach detailed outline of plans for leave.

\_\_\_\_\_  
Staff Member Signature

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

\_\_\_\_\_  
Superintendent or Designee Date

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

\_\_\_\_\_  
Treasurer for the Board Date

Copies: Treasurer – white  
Principal/Administrator – yellow  
Staff Member – pink  
Executive Director of Personnel – gold

APPENDIX B 1

Article VII  
Section 707

MANSFIELD CITY SCHOOLS  
Mansfield, Ohio

Office of the Board of Education

**SABBATICAL LEAVE  
SALARY NOTIFICATION  
CERTIFICATED PERSONNEL**

TO \_\_\_\_\_ 20 \_\_

In accordance with Article VII, you are hereby notified that your part salary for the school year 20 \_\_ will be \$\_\_\_\_\_. The salary computation found below is based on provisions of the Negotiated Agreement presently in effect in the Mansfield City Schools.

ANTICIPATED SALARY

Training	Here	Experience Other	Base	Base
		____ Teaching ____ Military		

SUBSTITUTE COSTS

5 Days X Daily Substitute Rate =	_____
55 Days X Daily Substitute Advanced Rate =	_____
Remaining Days X B.A. (zero years) per diem =	_____
Total Substitute Cost =	_____

Please contact the Treasurer if you desire to continue your insurance coverage. Sign and return one copy within ten (10) days.

\_\_\_\_\_  
Staff Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director of Personnel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

APPENDIX C

Article VII  
Section 702

MANSFIELD CITY SCHOOLS  
Mansfield, Ohio

APPLICATION FOR LEAVE OF ABSENCE

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL OR DEPARTMENT: \_\_\_\_\_

I hereby request a leave of absence beginning \_\_\_\_\_  
Month Day Year

and ending \_\_\_\_\_ for the reason checked below.  
Month Day Year

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> Illness    | <input type="checkbox"/> Military                 |
| <input type="checkbox"/> Disability | <input type="checkbox"/> Professional             |
| <input type="checkbox"/> Parental   | <input type="checkbox"/> Other Purposes (specify) |

\_\_\_\_\_ I have exhausted all of my accumulated sick leave and request that Board provided insurance(s) be continued in accordance with Section 702 at no cost to myself. (Applies to leave for illness or disability only.)

\_\_\_\_\_ I desire to continue the Board provided insurance(s) by paying the actual monthly cost to the Treasurer of the Board in accordance with guidelines established by the Treasurer.

Please attach a detailed outline of plan for leave.

\_\_\_\_\_  
Staff Member Signature Date

\_\_\_\_\_  
Principal/Administrator Date

\_\_\_\_\_  
Ex. Dir. Of Personnel Date

\_\_\_ Approved \_\_\_ Disapproved \_\_\_\_\_  
Superintendent Date

\_\_\_ Approved \_\_\_ Disapproved \_\_\_\_\_  
Treasurer for the Board Date

- Copies: Treasurer – white  
Principal/Administrator – yellow  
Staff Member – pink  
Executive Director of Personnel – gold

(Revised 1/88)

**MANSFIELD CITY SCHOOLS**  
Mansfield, Ohio

**NOTIFICATION FOR USE OF SICK LEAVE**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

SCHOOL OR DEPARTMENT \_\_\_\_\_

Number of Sick Leave  
Days Requested \_\_\_\_\_

I hereby certify that sick leave requested for the period beginning  
A.M. \_\_\_\_\_ A.M.  
P.M. \_\_\_\_\_ and ending P.M. \_\_\_\_\_ is justified  
Month Day Year Month Day Year

For the following reason(s):

Check the reason(s) requested for use of sick leave:

- \_\_\_\_\_ 1. Personal illness (includes emergency dental and medical appointments)
- \_\_\_\_\_ 2. Injury
- \_\_\_\_\_ 3. Exposure to contagious disease which could be communicated to others
- \_\_\_\_\_ 4. Reason concerned with immediate family  
A. Illness \_\_\_\_\_ B. Injury \_\_\_\_\_ C. Death \_\_\_\_\_
- \_\_\_\_\_ 5. \*Funeral of relative or friend NOT covered by #4 above  
Name of individual concerned \_\_\_\_\_  
and relationship \_\_\_\_\_
- \_\_\_\_\_ 6. Disability due to maternity reasons

I hereby verify that sick leave was taken for reason(s) checked.

\_\_\_\_\_  
Signature of Staff Member

\_\_\_\_\_  
Signature of Principal/Administrator

To be submitted during the first workday after the conclusion of the use of sick leave.

-----  
To be completed when medical attention is required.

\_\_\_\_\_  
Name of Attending Physician

\_\_\_\_\_  
Date(s) Consulted

\_\_\_\_\_  
Address of Physician

SPECIAL ACTION BY SUPERINTENDENT OF SCHOOLS:

\*5 above: Approved by Superintendent for more than one day: \_\_\_\_\_

NUMBER OF DAYS APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Superintendent

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ FOR PAYROLL: \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Designee Date

Distribution of Copies to:

- Treasurer – white
- Building Principal/Administrator – yellow
- Staff Member – pink

(Revised 1/88)

APPENDIX E  
Article VII  
Section 703

MANSFIELD CITY SCHOOLS  
Mansfield, Ohio  
APPLICATION AND/OR NOTIFICATION FOR USE OF PERSONAL LEAVE

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL OR DEPARTMENT: \_\_\_\_\_ Number of Days Personal  
Leave Requested \_\_\_\_\_

I hereby request personal leave beginning \_\_\_\_\_ A.M.  
P.M.

\_\_\_\_\_ and ending \_\_\_\_\_ A.M.  
P.M.  
Month Day Year

\_\_\_\_\_  
Month Day Year

I hereby verify the use of personal leave for the reason checked below:

- \_\_\_\_\_ 1. Personal business
- \_\_\_\_\_ 2. Emergency personal business
- \_\_\_\_\_ 3. Special circumstances: a) prior to, or following school vacation (requires Superintendent's approval), b) additional days, c) other reason. A written statement must be attached.

Written requests for personal leave shall be submitted at least three (3) days in advance of the date for which leave is requested. If three (3) days' notice is not possible, the staff member shall notify the substitute system and the building principal or immediate supervisor as soon as possible. In such situations, the personal leave form shall be submitted during the first workday after the conclusion of the leave.

Personal leave shall not be used for shopping, recreation, engaging in other employment for, creating a holiday, or for creating or extending a vacation period. Staff members found abusing personal leave shall be subject to discipline determined by the Board.

\_\_\_\_\_  
Signature of Staff Member

\_\_\_ Approved \_\_\_ Disapproved

\_\_\_\_\_  
Principal or Administrator Date

\_\_\_ Approved \_\_\_ Disapproved

\_\_\_\_\_  
Executive Director of Personnel Date

\_\_\_ Approved \_\_\_ Disapproved

\_\_\_\_\_  
Superintendent (if needed) Date

- Copies: Treasurer – white  
Principal/Administrator – yellow  
Staff Member – pink  
Executive Director of Personnel – gold

(Revised 8/08)

**MANSFIELD CITY SCHOOLS**  
Mansfield, Ohio

**NOTIFICATION FOR COURT APPEARANCE**  
**EMERGENCY LEAVE**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL OR DEPARTMENT \_\_\_\_\_

I hereby request leave for court appearance beginning \_\_\_\_\_  
Month Day Year

and ending \_\_\_\_\_ for \_\_\_\_\_  
Month Day Year ½ Day - Full Day

Note: A copy of the jury duty summons or subpoena must be attached. 706

\_\_\_\_\_  
Staff Member

\_\_\_\_\_  
Principal/Administrator Date

\_\_\_\_\_  
Superintendent's Designee Date

To be submitted to the immediate supervisor at least 24 hours preceding the start of the leave.

- Copies: Treasurer - white
- Principal/Administrator - yellow
- Staff Member - pink
- Executive Director of Personnel - gold

**MANSFIELD CITY SCHOOLS**  
**Mansfield, Ohio**

**SALARY NOTIFICATION  
 CERTIFICATED PERSONNEL  
 OFFICE OF THE BOARD OF EDUCATION**

To \_\_\_\_\_ Date \_\_\_\_\_

In accordance with Section 3319.12 ORC, you are hereby notified that your salary for the school year 20 \_\_\_\_ will be \$\_\_\_\_\_. The salary computation found below is based on provisions of the salary schedule presently established by the Mansfield Board of Education.

**SIGN AND RETURN ONE COPY WITHIN TEN DAYS**

**BASIS OF COMPUTATION**

Training	Here	Experience Other	Step	Base
		Teaching Military		

Other Stated Conditions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

THE BOARD OF EDUCATION  
 MANSFIELD CITY SCHOOLS

\_\_\_\_\_  
 Staff Member's Signature

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Treasurer

**MANSFIELD CITY SCHOOLS  
Mansfield, Ohio  
APPLICATION FOR ATTENDANCE AT PROFESSIONAL MEETINGS**

Date Request Submitted \_\_\_\_\_

Application is made to attend the following professional meeting: (Check one)

Area \_\_\_\_\_ State \_\_\_\_\_ National \_\_\_\_\_ Other \_\_\_\_\_

Name of Staff Member: \_\_\_\_\_

Name of Meeting/Conference: \_\_\_\_\_

**(Documentation Must Be Attached)**

To Be Held At: \_\_\_\_\_

Date(s) to Be Held: \_\_\_\_\_

(List days; include travel time to and from)

Sponsoring Organization: \_\_\_\_\_

**(PLEASE CHECK REASON (S) FOR ATTENDANCE)**

1. District Program Needs                       4. I am a participant in the program  
 2. Building Program Needs                       5. I am a delegate to the meeting representing \_\_\_\_\_  
 3. I am a member of the organization.       6. Other (Explain) \_\_\_\_\_

**MEETING EXPENSES:**

1. Registration  
 2. Lodging  
 3. Meals  
 4. Travel-not method used: \_\_\_\_\_POV \_\_\_\_\_ mile x \_\_\_\_\_/Mi  
 5. Parking Fee  
 6. Miscellaneous Expenses  
**Total Expenses**

ESTIMATED	FINAL
\$	\$
\$	\$

\* Must be accompanied with valid receipts

\_\_\_\_\_  
Signature of Staff Member                      Date

Is Substitute Required? Yes \_\_\_ No \_\_\_      Check one:    () Title I    () Special Education    () Other

I have evaluated this request in terms of the needs of the building/office and recommend that it be:

\_\_\_\_\_ Approved      \_\_\_\_\_ Disapproved

\_\_\_\_\_  
Signature of Principal/Administrator                      Date

Account # for Expenses \_\_\_\_\_ Account # for Substitute \_\_\_\_\_

\_\_\_\_\_  
Signature of Administrator Responsible                      Date

**REIMBURSEMENT FOR FINAL EXPENSES APPROVED**

\_\_\_\_\_  
Date Approved    Signature of O.U. Administrator

NOTE: Submit all copies to administrator responsible who will submit to the Treasurer's Office with appropriate requisition number:  
Return distribution: White – Treasurer's Office    Yellow – Superintendent's Office    Pink – Return to applicant    Gold – Return to Supervisor

NOTE: Pink copy should be submitted to O.U. Administrator for approval and reimbursement

**MANSFIELD CITY SCHOOLS**  
**Mansfield, Ohio**

**ASSAULT LEAVE**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL OR DEPARTMENT: \_\_\_\_\_

Assault leave has been taken in accordance with ORC 3319.143 and Article VII, Section 705, of the Agreement between the Mansfield Board of Education and the Mansfield School Employees Association.

\_\_\_\_\_ day(s) of assault leave was/were taken beginning at \_\_\_\_\_ a.m./p.m. on  
\_\_\_\_\_, 20 \_\_\_\_ and ending at \_\_\_\_\_ a.m./p.m.  
Month Day

on \_\_\_\_\_, 20 \_\_\_\_ Medical attention \_\_\_\_\_ required.  
Month Day was/was not

Nature of disability \_\_\_\_\_  
\_\_\_\_\_

Staff member is unable to perform duties? [yes/no]

**Expected duration of disability** \_\_\_\_\_

If medical attention was obtained or if your leave was for more than five (5) days, the following information must be stated:

Name of Physician \_\_\_\_\_

Office Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Staff Member Signature

\_\_\_\_\_  
Principal/Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date



APPENDIX K

Article VIII  
Section 803  
A 7

**MANSFIELD CITY SCHOOLS**  
Mansfield, Ohio

**NOTIFICATION FOR USE OF MSEA BUSINESS DAYS**

Name \_\_\_\_\_ Date \_\_\_\_\_  
School or Department \_\_\_\_\_ Number of MSEA days Requested \_\_\_\_\_

In accordance with the Board-MSEA Negotiated Agreement, I hereby request MSEA leave beginning \_\_\_\_\_  
A.M. \_\_\_\_\_  
P.M. \_\_\_\_\_  
Month Day Year  
and ending \_\_\_\_\_  
A.M. \_\_\_\_\_  
P.M. \_\_\_\_\_  
Month Day Year

Signature of Staff Member \_\_\_\_\_

Signature of Principal/Administrator \_\_\_\_\_

Approved \_\_\_ Disapproved \_\_\_ \_\_\_\_\_  
MSEA President Date

Approved \_\_\_ Disapproved \_\_\_ \_\_\_\_\_  
Executive Director of Personnel Date

Distribution of copies:

- Treasurer – white
- MSEA President – green
- Principal/Administrator – yellow
- Staff Member – pink
- Executive Director of Personnel - gold

TO: All Certificated Staff Members  
FROM: Human Resources  
RE: Letter of Intent  
DATE: February \_\_\_\_\_, 20 \_\_\_\_

To assist the district administration and building principals in determining staff assignments for the 20 \_\_\_\_ - 20 \_\_\_\_ school year, I am requesting each certificated person to read through this survey, mark applicable statements and provide any necessary information relative to the marked statement.

Should you wish any of your expressions of intent to remain confidential, please make note of that preference and it will be respected.

Return to the building principal by **March 15<sup>th</sup>**, 20 \_\_\_\_.

Thank you for your cooperation in the completion of this form.

PLEASE CHECK ONE OF THE FOLLOWING:

- \_\_\_\_\_ I wish to continue teaching in my current assignment.
- \_\_\_\_\_ I do not wish to be employed for the next school year.
- \_\_\_\_\_ I plan to retire under the provisions of the State Teachers Retirement Act.
- \_\_\_\_\_ I plan to ask for a leave of absence (reason) \_\_\_\_\_.
- \_\_\_\_\_ I am requesting a voluntary transfer in my teaching assignment. I request a reassignment to the following grade level or area: \_\_\_\_\_.
- \_\_\_\_\_ My plans are indefinite at this time, but I will notify the Personnel Office not later than March 15. If no reply is received by this date, it will be assumed that I will return to my current assignment.
- \_\_\_\_\_ Please notify me by mail of openings in the following areas:

Grade level(s) K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, SP. Ed., Voc.

Curricular Area(s) \_\_\_\_\_

My summer address will be: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Current Assignment/Building

-

MANSFIELD CITY SCHOOLS  
Mansfield, Ohio

REQUEST FOR ONE ADDITIONAL EVALUATION

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL OR DEPARTMENT: \_\_\_\_\_

I hereby request a maximum of one additional evaluation by administrative personnel other than my original evaluator. This one additional evaluation shall be held within ten (10) school days of the request. The Executive Director of Personnel shall assign the evaluator. If approval of the request is not granted, written reasons shall be provided by the Executive Director to the staff member within five (5) school days of the request.

ORIGINAL EVALUATOR(S): \_\_\_\_\_

REASON FOR REQUEST: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVALUATOR ASSIGNED: \_\_\_\_\_

SCHEDULE OF EVALUATION: \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Executive Director of Personnel      Date

Copies: Staff Member  
Principal/Immediate Supervisor  
Executive Director of Personnel  
Evaluator Assigned

MANSFIELD CITY SCHOOLS  
Mansfield, Ohio

SEVEN PERIOD DAY IMPLEMENTATION

I. Introductory Section

The Seven Period Day Implementation Committee's responsibilities are as follows:

- A. The Committee views the seven (7) period day as an opportunity for enhancing our educational program and supports the position that all school personnel will attempt to find positive solutions to any problems that would be identified in implementing this program.
- B. The Committee recommends that this agreement would be extended indefinitely.
- C. Monitoring of the seven (7) day period will occur as needed.

II. Recommendations of the Committee

The Committee agreed upon the following items:

- A. No teacher shall be required to teach more than five (5) periods per day unless otherwise described in this document.
- B. A duty assignment (non-teaching) will be a sixth assignment on the seven period day schedule – (which may include a study hall assignment).
- C. During the period of registration, teachers will be provided with a list of those courses to be dropped due to inadequate enrollment.

A teacher may volunteer to teach a sixth (6<sup>th</sup>) period in lieu of a duty assignment at no additional compensation. The administration will consider all requests in the most favorable light.

- D. If no volunteers are identified, a teacher may be assigned to a sixth (6<sup>th</sup>) teaching assignment if compensated at one-sixth (1/6) annual salary (teaching contract, i.e., 184 days).
- E. Any sixth (6<sup>th</sup>) teaching assignment will not be made which will result in a Reduction in Force (RIF) action as described in the Negotiated Agreement.

- F. Configuration of the seven period day
1. The ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) grade students will be in school periods one (1) through seven (7), with all students required to take a minimum load of six (6) periods of credit subjects per semester.
  2. The eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) grade students will be in school periods one (1) through seven (7) with all students required to take a minimum load of five (5) periods of credit subjects per semester.
  3. Configuration of the seven period day may be reviewed by the High School Curriculum Advisory Committee for possible revision.
- G. All students will be required to attend school, period one (1) through seven (7), unless permission is granted by the administration under specific guidelines, (i.e., work release, hardship, etc.). Those guidelines will be mutually developed by the building administration.
- H. The time schedule shall be based upon the Negotiated Agreement – Article V, Teaching Conditions, Section 502 (H).
- I. The Committee recommends that the High School Curriculum Advisory Committee continue to monitor the high school curriculum offerings with the focus of developing and expanding new courses in light of the seven (7) period day.
- J. An effective study hall program will need to be developed by each building through cooperation with the buildings staff Advisory Committee.

Mansfield School Employees Association

Mansfield Board of Education

S/Diane M. Spinnati

s/Douglas E. Beilstein

Date November 3, 1992

Date Nov 3, 1992

Application for Donation to Sick Leave Bank

Employees Name: \_\_\_\_\_

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

School/ Department:  
\_\_\_\_\_

I hereby request to donate one day of my sick leave to the Sick Leave Bank.

\_\_\_\_\_ I am a Certified staff member

\_\_\_\_\_ I am an Education Support Professional (Support staff)

\_\_\_\_\_ Yes, I do want to participate in the sick leave bank.

\_\_\_\_\_ No, I do not want to participate in the sick leave bank.

By checking yes, I authorize the Treasures office to deduct one day of sick leave from my accrued sick leave.

\_\_\_\_\_  
Signature of Staff Member

\*Form must be turned into the MSEA President or designee before October 1<sup>st</sup>.



## **Waiver for STRS Retiree**

In consideration of the decision of the Mansfield City School District to employ me following my service retirement, and in consideration of the benefits which will otherwise accrue to me as a result of such retirement, I understand and agree that the terms of my employment and compensation will differ from that of other bargaining unit members and acknowledge that I have been provided information describing the terms of my employment and compensation as an STRS retiree at Mansfield City School District.

I understand that the terms of my employment and compensation as an STRS retiree at Mansfield City School District may involve the relinquishment of rights and benefits to which I might otherwise be entitled pursuant to Sections 124.39, 3317.12, 3317.14, 3319.07, 3319.08, 3319.081, 3319.083, 3319.084, 3319.11, 3319.111, 3319.12, 3319.13, 3319.131, 3319.141, 3319.16, 3319.17 of the Ohio Revised Code and other applicable provisions of law.

I hereby voluntarily WAIVE AND RELEASE any claims concerning the above-described rights and benefits which I might have against the Mansfield City School District, the Mansfield School Employees Association (MSEA), or the officers` employees, or agent of either, past or present, including but not limited to any claims for age discrimination arising under the Ohio age discrimination laws, the federal age discrimination law (the Age Discrimination in Employment Act or "ASWA"), or a municipal ordinance.

I understand that the Mansfield City School District recommends that I consult with an attorney before signing this Addendum. I understand that I may revoke this Addendum within seven (7) calendar days after signing it, and that in order for this revocation to be effective, written notice must be received by the Board no later than the close of business on the seventh day after I have signed this Addendum.

I also understand that by law, I am allowed twenty-one (21) calendar days to review this Addendum before signing it. However, I am hereby voluntarily RELEASING AND WAIVING my right to this 21-day review period. I am NOT, however, waiving my right to revoke this Addendum 7 days after signing it, as described above.

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Signature

Date

Memorandum of Understanding Between  
Mansfield City School Board of Education  
And  
Mansfield School Employees Education Association  
Retirement Incentive program

1. A retirement incentive payment will be made to each qualified bargaining unit member who retires from active service with the provision of this Memorandum. A qualified bargaining unit member is someone who:
  - a. Has completed the 2006-2007 district school year.
  - b. Is eligible to retire under the State Teachers Retirement System (STRS) guidelines prior to the start of the 2007-2008 school year and,
  - c. Has not retired as of the effective date of this agreement and.
  - d. Has notified the District Treasurer by February 1, 2007 of his/her intent to voluntarily retire prior to the start of the 2007-08 school year.
  - e. Has provided official documentation from the STRS reflecting an official retirement date prior to the start of the 2007-2008 school year.
2. If thirty (30) qualified bargaining unit members submit their letters of intent to retire before February 1, 2007, the member will be paid, in addition to the severance payments described in Article 604, retirement payments in the amount of 24% of the bargaining units members accumulated but unused sick leave at the members per diem rate. This payment will be deposited in a 403 (B) annuity account with one of the companies the district offers for these services.
3. Payment for severance shall be paid in accordance with Article 604. The incentive shall be paid in July 2008. No direct deposits will occur.
4. If the appropriate number (30) of unit members submit he required documentation listed in section 1 of this document to the Executive Director of Human Resources by February 1, 2007 the incentive payment shall be approved for all qualified members. If fewer than thirty (30) members submit their letters of retirement to the Human Resource Department prior to February 1, 2007, the Board may elect not to offer the incentive payment. If the incentive<sup>3</sup> payment is not offered, members who have submitted their letters of retirement will be given the opportunity to rescind their intent to retire and continue their active employment with the district, or elect to retire without regard to the conditions of the incentive.
5. Any retirement incentive payments due to a bargaining unit member, who dies after the commencement of STRS retirement but before receiving all retirement all retirement incentive payments payable under this Memorandum, will be paid to the member's beneficiary or estate.

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Mansfield Board of Education      Date

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MSEA      Date

**Appendix T**  
**HS Course selection**

**Memorandum of Understanding between the Mansfield School Employees Association and the Mansfield City School District**

This Memorandum is executed on April of 2009, by and between the Mansfield School Employees Association (hereinafter the "Association") and the Mansfield City School District (hereinafter the "Board").

WHEREAS, the Association and the Board have agreed that academic stakeholders shall have their concerns and recommendations regarding scheduling of classes at the high school heard and valued, and:

NOW, THEREFORE, BE IT RESOLVED that the Board and the Association agree as follows:

1. In collaboration with the administration, the high school counselors will provide each department with the number of sections required as determined by student registration as of April 15<sup>th</sup>.
2. The department chairs shall schedule a meeting of all involved staff members to discuss class assignments. The selection process shall be as follows:
  - a. Each department shall meet to work out what sections each individual in the department shall teach. If everyone in the department cannot agree upon selection of sections by April 20<sup>th</sup>, the process outlined in letter 2 (b), of this document, shall be followed.
  - b. Beginning with the most senior staff member, each teacher shall select two (2) sections, for which he/she is properly certified/ licensed, followed by the next senior teacher until all have chosen two (2) sections, for which he/she is properly certified/licensed. Another round of selections shall follow, using the same procedure (select 2 sections). The final selection shall then take place, with each teacher selecting his/her final section, for which he/she is properly certified/licensed.
  - c. Once all selections have been determined, individual members may, if both parties are in agreement, trade a section or sections, before the finalized list is provided to administration.
  - d. The final selection of sections shall be provided to the building administrator no later than April 25<sup>th</sup>.
3. If student enrollment in a section goes below 12 students, the administration reserves the right to modify staff section(s). If the administration has to modify a teacher's section(s), (based on student enrollment falling below 12 students) that section(s) shall be closed for that year.

No part of this Memorandum of Understanding shall supersede or modify Section 302 or Section 402 of the Negotiated Agreement.

It is agreed to suspend this MOU until June 1, 2014, when it will be reinstated. While this MOU is suspended the above process will be followed, but the building principal/superintendent will have the final say in course selection(s)

## **Guidelines for Submitting Professional Leave (Back of form)**

The following guidelines must be followed for all professional leaves:

- All expenses must be estimated on the Professional Leave form before submitting the form to your principal/supervisor for approval or they will not be reimbursed.
- Professional leave must be submitted at least 5 days in advance to one of the offices listed below. Many conferences have registration deadlines and fill up very quickly. For this reason, you should submit your professional leave as far in advance as possible.

Special Education professional leaves go to Executive Director of Pupil Services at Raemelton; Title 1 forms go to Title 1 Supervisor, Central Office; Drug Free forms go to DASF Supervisor at Central Office; Career Technology/Adult Education forms go to District Director of Career Technical Programs; athletic leaves and secretary leaves go to Executive Director of Human Resources at Central Office; and regular conference /workshop leaves go to the district Chief Academic Officer.

- **Meeting documentation must be attached to all professional leave forms.**  
The name of the meeting/conference must be written on the form.
- Write or print the name of the applicant on the form (name/signature must be legible).
- Do not register for the conference in advance of sending professional leave to the appropriate office. The designated office will register you.
- If you are requesting mileage at the district rate per mile, it must be listed on the form. We will only pay for mileage if the mileage distance is listed on the form when the application is made. Mileage should be from your school to the conference/workshop.
- \$25 a day for meals will only be paid when the conference/workshop involves an over-night stay and proper receipts are submitted with the pink copy of the Professional Leave Form upon your return. We do not provide lunch money for one-day conferences. Amounts must be listed on the form when submitted for approval.
- Check if sub is needed in the appropriate place on the form. After approval, the building secretary must call the Personnel Office to request a substitute. The building must be prepared to cover classrooms, especially on Mondays and Fridays if substitutes cannot be obtained. Sick leave and personal leave will be covered by the sub service first.

All Professional Leave Forms must be signed by the building principal/department supervisor before sending to the appropriate office specified above.