

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**CANTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**And**

**CANTON PROFESSIONAL  
EDUCATORS' ASSOCIATION**

**Effective**

**July 1, 2011 through June 30, 2013**

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## **ARTICLE I – RECOGNITION**

The Board of Education of the Canton City School District recognizes the Canton Professional Educators' Association as the sole and exclusive bargaining agent for the members of the bargaining unit, hereafter "teacher" or "teachers", which shall consist of all certificated personnel including classroom teachers, psychologists, guidance counselors, specialists, nurses, tutors, hourly-rated tutors, hourly-rated pre-school teachers, librarians and any individual hired as a "special substitute" for a full school year, hired to fill a full year vacancy due to a leave of absence or hired to fill a full year vacancy under a temporary certificate shall be deemed a member of the bargaining unit for that year. Such special substitutes shall be employed under a one year limited contract which shall be automatically nonrenewed at the end of the year and shall be paid at the appropriate academic training column step one for that year. The Superintendent, Assistant Superintendent, all administrative directors, principals, assistant principals, and all other management level supervisory, confidential, seasonal and casual employees as defined in O.R.C. 4117 which shall include all substitutes, hourly employees, and others currently not in the unit, shall be excluded from the bargaining unit. The term "certificated personnel" shall be read to include "licensed personnel" and vice-versa in this contract.

If any employee organization files petitions, with signatures of thirty (30) percent of the bargaining unit, no earlier than 120 days prior to the expiration date of this Agreement and no later than 90 days prior to the expiration date of this Agreement, the Board shall proceed in accordance with O.R.C. 4117.07.

Recognition of the Association shall not prevent any member of the bargaining unit from presenting his/her views to the Board or Superintendent in accordance with law.

## **ARTICLE II - NEGOTIATIONS PROCEDURE**

- A. Either the Association or the Board may initiate negotiations by letter submission forwarded to the other party by March 1 of the year in which the contract expires. The parties shall hold their first negotiation session by March 15. At such session, they shall exchange their proposals as provided in Paragraph I. below.
- B. Negotiation sessions will be closed, unless the parties otherwise agree to a different procedure.
- C. Negotiation sessions and other related meetings may be tape recorded.
- D. Each negotiating team shall consist of no more than five (5) persons. Each team may have up to two (2) additional persons as observers or consultants at the table from time to time. The composition of the team shall be the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the consent of the other party. Consultants used by either party, either in or in conjunction with any such negotiation session or meeting, shall be paid by the party using them.
- E. Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiation session. The place of the session shall alternate between a place selected by the Association and one selected by the Board, unless otherwise mutually agreed.
- F. Upon request by either party, information concerning the financial resources of the district and any other information pertinent to matters under consideration shall be exchanged.
- G. The Board and Association agree to negotiate concerning salary, fringe benefits, and other terms and conditions of employment.

- H. The Board and the Association agree to meet in good faith. "Good faith" means the obligation of both negotiating teams to meet at reasonable times and to deal with each other openly and fairly. It requires that each team be willing to react to the other's proposals. If a proposal is unacceptable to one of the teams, that team is obligated to respond with a counter proposal and give reasons for its rejection of the proposal. "Good faith" does not require that either party make a concession.
- I. Proposals shall be exchanged by the parties at the first meeting and shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation.  
  
Thereafter, new proposals may not be submitted. Topical listings, or so-called "laundry lists," shall constitute a failure to comply with this paragraph and shall be disregarded.
- J. As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party. Each party may determine the number of matters included in an "item". Each item receiving tentative agreement shall not be altered or changed unless mutually agreed upon by both parties; however, both parties retain the right to trade off tentative items and/or withdraw such items for other considerations within the package which itself may, at the option of either party, be treated as one "item".
- K. When the negotiating teams reach tentative agreement upon the contract, all of the members, including "consultants," if any, identified in paragraph D. above, shall recommend acceptance of the agreement to the parties they represent.
- L. Upon reaching tentative agreement, said contract shall be presented to the Association for ratification within ten (10) weekdays. Upon ratification by the Association, the contract shall be presented to the Board for adoption within ten (10) weekdays. The agreement shall become the

contract between the parties for the period stated in the contract.

M. If on May 1, or a date mutually agreed upon, tentative agreement on all items is not reached, both parties shall use the services of the Federal Mediation and Conciliation Service (FMCS) in accordance with the rules of that Service. FMCS shall be contacted jointly by both parties so that mediation may start within five (5) days after May 1 or the date mutually agreed upon.

1. The parties agree that the foregoing shall be the mutually agreed to alternative dispute settlement procedure as provided in O.R.C. 4117.14 and shall supersede the procedures contained in that Section.

### **ARTICLE III - GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. "Administration" shall mean those excluded from the bargaining unit as identified in the Recognition Agreement, Article I, above.

2. "Days" shall mean actual working school days during the school year and shall exclude Saturdays, Sundays and legal holidays. During summer vacation, "days" shall mean workdays excluding Saturdays, Sundays, and legal holidays.

3. "Grievance" shall mean a claim by a teacher(s) that there has been a violation, misinterpretation or misapplication of this contract between the Association and Board. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance, for it is intended that it shall be submitted to this Grievance Procedure.

4. "Grievant" shall mean a teacher(s) initiating a grievance. (Where more than one teacher is a grievant, each shall sign the grievance. Such a grievance shall be processed by the Chairperson of

the PR & R Committee with the Association identified as the Collective Grievant.) Where a grievance under this contract is claimed to have been committed against a bargaining unit member and such member declines to file a grievance, the Association may file a grievance provided the aggrieved bargaining unit member signs the grievance form. Where the Association is the Grievant, the grievance shall be signed by the Association President or his/her designee.

5. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.

B. Rights of the Grievant and the Association

1. A grievant may, at his/her sole discretion, be accompanied at all steps of the Grievance Procedure by a representative of the Association. The Association shall be given the opportunity to be present at any grievance remedy. Any grievance adjustment shall not be inconsistent with the terms of this agreement.
2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible. In the case of a disciplinary suspension or termination, any grievance filed challenging such action shall be filed initially at Step II of the grievance procedure.
3. Any grievance may be withdrawn, without prejudice or record at any step prior to Step III.
4. No reprisals of any kind will be taken by either party against any party in interest, any building representative or any other participant in the Grievance Procedure by reason of such participation.

5. The filing of a grievance, participation in a grievance or the grievance form itself will not become a part of the personnel file of any teacher.

C. Time Limits

1. The number of days indicated at each step in the procedure shall be the maximum.
2. If the grievant does not present an informal or formal grievance within fifteen (15) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand-delivered or mailed by certified mail, return receipt requested.
6. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
7. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.

D. Grievance Procedure

1. Informal Procedure

A grievance, except as indicated above in B.2., shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

2. Formal Procedure

STEP I: If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in triplicate. Copies of this form shall be submitted to the grievant, to the immediate supervisor and to the Superintendent or his/her designee. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within ten (10) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant and the Superintendent.

STEP II: If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete the Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within ten (10) days meet with the grievant. Within ten (10) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the Association, and the immediate supervisor.

STEP III: If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant may secure approval of the Association's Grievance Committee to appeal to Step III. If that

Committee approves, it shall request a hearing before an arbitrator by completing Grievance Report Form, Step III. The Committee's request for arbitration shall be made within five (5) days following either the receipt of the disposition of the grievance or the lapse of twenty-five (25) days following the grievant's submission of the Grievance Report Form to the Superintendent under Step II, whichever occurs first. The Committee's request for arbitration shall be by certified mail with return receipt requested to the Superintendent. Within five (5) days following receipt of the Committee's request for arbitration, the Superintendent or his/her designated representative and the grievant or his/her designated representative shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of nine (9) names from which an arbitrator will be selected and notified in accordance with the rules of the AAA.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

The arbitrator shall not have authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. Nor shall the arbitrator have any authority to rule contrary to the law of the State of Ohio. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or

declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

The costs for arbitration shall be shared three-quarters (3/4) by the loser and one-quarter (1/4) by the winner.

E. Miscellaneous

1. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
2. A bargaining unit member shall have the right to present grievances and have them adjusted without the Association's intervention as long as the adjustment is not inconsistent with the terms of this agreement. The Association shall have the opportunity to be present at the adjustment.
3. Where a grievance is filed under this procedure, the parties intend that any companion proceeding filed by the grievant be postponed until the grievance procedure is exhausted.

**ARTICLE IV - BOARD OF EDUCATION RIGHTS**

A. The Board of Education shall have the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.

2. Direct, supervise, evaluate, or hire employees.
  3. Maintain and improve the efficiency and effectiveness of governmental operations.
  4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
  5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
  6. Determine the adequacy of the work force.
  7. Determine the overall mission of the employer as a unit of government.
  8. Effectively manage the work force.
  9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. These rights shall be limited only by the specific and express terms of this agreement.

#### **ARTICLE V - JOB SECURITY**

No member of the Bargaining Unit shall be disciplined, including termination, except for just cause including the grounds identified in ORC 3319.16.

A. Option of the Bargaining Unit Member

Upon written recommendation by the Superintendent to the Board that a member's employment be terminated, a member shall have the option to have the hearing itself conducted by utilizing the provisions of ORC 3319.16 and 3319.161, or in accordance with the grievance procedure of this contract. Exercise of the option must be made in writing by the member to the Superintendent within ten (10) calendar days of the date the Superintendent submitted his/her intended recommendation to the Board.

If no exercise of the option is made, the Superintendent shall follow the process set forth in ORC 3319.16 and 3319.161. Nothing herein shall alter the Board's right under ORC 3319.16 and 3319.161 to suspend the member without pay pending the outcome of the termination proceeding, it being understood that the member will be reimbursed for any lost pay if he is ultimately reinstated.

If the member elects to use the grievance procedure, his written notification to the Superintendent shall trigger commencement at STEP III of the grievance procedure.

B. Progressive Discipline

1. Informal Procedure

It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action.

2. Formal Procedure

a. Formal disciplinary action shall be commensurate with the employee's offense. While this may mean termination, it may also mean the repetition of lesser discipline without progressing to the next step. An investigatory conversation between the affected teacher and the administrator will precede any formal disciplinary action.

b. Only the Superintendent shall have the authority to suspend a teacher or indicate a suspension is possible.

c. The steps:

i. First Step - Written reprimand;

ii. Second Step - Suspension(s) up to two (2) days with or without pay;

- iii. Third Step - Suspension(s) up to five (5) days with or without pay;
  - iv. Fourth Step - Suspension(s) up to fifteen (15) days with or without pay;
  - v. Fifth Step - Termination (only the Board of Education shall have the authority to discharge).
- d. Termination shall be preceded by suspension, with or without pay, pending investigation and the completion of the due process procedure. A suspension may be converted to a termination following investigation and the completion of the due process procedure. If the suspension does not result in termination, the teacher, unless otherwise agreed by the parties, shall be reimbursed for lost pay, if any.

3. Due Process Procedure

- a. Except in cases requiring immediate suspension, no teacher shall be disciplined without first having been given due process in accordance with the following procedure:
  - i. Notice of Allegation and Conference  

A written notice setting forth the allegations, which, if substantiated, could result in disciplinary action, shall be delivered in person and receipted or sent to the teacher and the CPEA by certified mail. The notice shall include the time and place of a conference to discuss the allegations.
  - ii. Conference

The conference to discuss the allegations shall be attended by the teacher and by the teacher's Association representative(s), and the Board's representative(s). The conference shall be held no sooner than five (5) days no later than ten (10) days following the teacher's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

iii. Notification of Disposition

The teacher and the Association President shall be notified immediately by delivery in person or by certified mail of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for the action.

- b. In cases of immediate suspension, the written notice of allegations shall be presented to the teacher within twenty-four hours following the suspension, and the conference shall be held as expeditiously as possible.

4. Privacy of Proceedings

- a. No teacher shall be disciplined in the presence of other teachers or in public. To the extent provided by law, all matters herein shall be kept confidential.

**ARTICLE VI - ASSOCIATION RIGHTS**

- A. The use of one (1) designated bulletin board within each building for Association announcements, provided that no

announcement shall be posted without prior notice to the building principal.

- B. The use of members' mailboxes for the distribution of Association announcements and memoranda provided that no such distribution shall be made without the prior notification of the building principal.
- C. The use of the Board's inter-school mail service for delivery of items which are appropriate as determined by the general office guideline for mail service.
- D. Payroll Deductions

- 1. The following payroll deductions shall be available when at least fifteen (15) employees enroll:
  - a. Dues and/or fees for CPEA and its affiliate organizations.
  - b. EPAC/FCPE
  - c. Annuities
  - d. Insurance.
  - e. Credit Union.
  - f. United Way.
  - g. Ohio Tuition Trust
  - h. United Negro College Fund
  - i. Ohio Public Employees Deferred Compensation Program
  - j. CPEA scholarship fund which shall be continuing unless rescinded in writing by October 1 of each school year.
  - k. Pre-paid Legal Service Plan.

2. a. There shall be one (1) fixed deduction (twenty-four [24] bi-weekly installments) for insurance and credit union deductions.
- b. There shall be one (1) fixed deduction ten (10) pays bi-weekly installments for EPAC/FCPE (Fund for Children in Public Education). Such deductions will begin when the CPEA notifies the treasurer.
3. Deduction for the United Way shall begin in January and end in December.
4. Deductions for annuities shall be made in twenty-six (26) bi-weekly deductions. Annuity payments will be deposited in the proper account within a week from deduction.
5. The Board shall provide the following alternative deduction schedules for CPEA or affiliate dues:
  - a. Dues may be deducted in twenty (20) bi-weekly installments. The deductions will be made from the first and second pay of each month for ten (10) months beginning in October of each year. In any month when employees receive three (3) pays, there shall be no dues deducted from the third pay or;
  - b. The Board shall have no obligation for any dues deductions unless the annual authorization forms are completed and submitted to the Treasurer's office no later than October 1 of each School Year. The unit member must at that time elect which method of dues deduction is to be used for the School Year.

E. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

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

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board no later than October 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

- a. Payroll deductions of such fair share fees shall begin at the second payroll period in January and end with the thirteenth (13th) pay except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after the date of their employment.
- b. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

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

5. Procedure for Rebate

- a. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4417.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- b. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

6. Hold Harmless

- a. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees for dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding, including court costs. If the Association

refuses to provide an attorney to defend the Board in any such action, the Association agrees to reimburse the Board for attorneys' fees, in addition to the aforementioned costs. For purposes of this Section, the term "Board" includes the Board of Education of the Canton City School District, its members, the Treasurer, Superintendent and all members of the administrative staff.

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

7. Objections to Fair Share Fees

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

with the provisions of Section 4117.09(C) of the Ohio Revised Code.

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

F. The Association shall have reasonable access to Board facilities.

G. Professional Meetings

- 1. Fifty (50) days with pay shall be authorized for attendance of Association officers and certificated personnel designated by the Association President as official delegates to professional conferences or meetings to fulfill their obligations to the Association.
- 2. The Association further agrees to reimburse the Board for any substitute costs in excess of the number of days authorized above.
- 3. After authorization has been granted by the Association President, all requests shall be submitted to the Director of K-12 Instruction through building principals so all parties may be kept informed and records may be kept.

H. Released Time for President/Vice President (this is for the life of this contract)

- 1. The President of the Association shall be compensated as a full-time teacher and shall not be required to fulfill any teaching assignment.
- 2. The Vice President of the CPEA shall be compensated as a full-time teacher and be required to fulfill daily assignment equivalent to one-half

(1/2) of the normal daily teaching assignment. If the CPEA requests and reimburses the Board one-half of all appropriate expenses, the CPEA Vice President shall be compensated as a full-time teacher and not be required to fulfill any assignments equivalent to one-half of the normal teaching assignment.

I. Printing of Contract

Upon completion of this contract, it shall be printed in pocket size at the joint expense of the Association and the Board and copies distributed by the Association to all of the members of the bargaining unit, and by the Superintendent to the Board and Administration.

J. Availability of Public Records

1. Upon written request by the Association President to the appropriate record custodian, the custodian will make available within a reasonable time the requested public record required to be maintained by the Board.
2. On the same basis, the Board will make available the Administrator's Handbook, the certificated personnel assignment list, the certificated personnel appointment list, and such information as the Board is required to prepare regarding class size.
3. The Association shall pay the cost of copying any of the items requested pursuant to paragraph 1. of this Section. Such cost per page shall be the same as that charged the general public.

K. Investigatory Interview Representative

Upon request a bargaining unit member has the right to have an Association representative at any investigatory interview which the member reasonably believes will result in disciplinary action against him. The exercise of this right shall not interfere with legitimate Board prerogatives.

Furthermore, the Board has no duty to bargain with any Association representative who may be permitted to attend the investigatory interview.

L. Professional Assistance Programs

Any entry year program or peer assistance program used in the district will be mutually developed by the administration and CPEA. In developing the program, every effort will be made to protect the confidential relationship between the mentor and teacher. The programs will become part of this contract.

M. Local Professional Development Committees

There shall be one Local Professional Development Committee. It will be comprised of a majority of classroom teachers and shall establish and maintain its own bylaws, except that any appeals by administrators of procedures or decisions affecting them shall be to the Superintendent.

N. District-wide Dress Policy

All teachers are expected to dress professionally and appropriately for their teaching assignment. Inappropriateness will be addressed on an individual basis.

O. Capacity to Implement

Prior to completing the final application for grant monies from private or governmental sources totaling \$250,000 or more to be received over the course of more than one (1) school year and where the money is designed to support the initiation of a new program involving the employment of added personnel, and where the implementation of the new program will involve one or more members of the Association, the administration shall advise the Association President of the possible grant and the program. At the request of the Association President, one or more members of the administration shall meet with the Association President and/or designees to discuss and receive input from the Association leadership. Should the potential change/initiative involve a pilot program initially

being implemented based on grant monies from public or private sources, the administration will advise the Association whether it presently plans to continue to implement the program after the grant monies expire and, if so, how the administration believes it would be able to sustain such program over a longer term.

P. Advisory Committee

If there is no structured Labor Management Committee, a committee consisting of three (3) members chosen by the CPEA and three (3) members chosen by the Administration shall meet as an Advisory Committee. The purpose of the Advisory Committee is to maintain open communications between the administration and the bargaining unit and to discuss matters that are in the best interest of the District. The Advisory Committee shall make its recommendations to the Superintendent or designee and to the CPEA Executive Committee. If accepted by the Superintendent, the Board of Education and the CPEA Executive Committee (as per the CPEA Constitution), the recommendations shall be binding during the life of the Collective Bargaining Contract. The Advisory Committee shall meet at least monthly. The agenda for the meetings will consist only of items agreed to in advance by the Superintendent or designee and the CPEA Executive Committee.

**ARTICLE VII – EVALUATION**

See Memorandum of Agreement RE: Value Added Evaluation

The purpose of the evaluation procedure will be the improvement of teaching skills:

- A. In a year in which a teacher is to be evaluated, there shall be at least four (4) formal classroom observations. At least two (2) of the observations shall be for at least thirty (30) minutes. The first of these observations shall be conducted on or before November 30 and a second shall be conducted on or before January 30 and the final on or before March 30. These classroom observations shall be openly conducted with the full knowledge of the unit

member. If, when the Administrator appears for such observation, the unit member for personal reasons prefers that the observation not be conducted on that particular day, the unit member shall have the right to request the observation be postponed until a later date. The unit member shall be entitled to only one postponement per school year.

- B. After each formal observation, the Administrator who made the observation shall give the member a copy of the observation report/form. The administrator shall conduct a conference with the unit member to discuss the formal observation within five (5) school days of the observation. The member will be provided a copy of the completed observation form on or before the start of any post-observation conference. The administrator will provide in writing on the observation form identified performance deficiencies, offer suggestions for performance improvement and applicable resources, and afford the teacher an opportunity to make the required improvement.
- C. Once the evaluation process is complete, the evaluation instrument will be completed and presented to the unit member at the final evaluation conference. Although not inclusive, the final evaluation should reflect the observation reports/forms. The evaluation instrument shall not be changed following the final evaluation conference.
- D. If a unit member believes the procedure established herein is not being complied with, he/she may notify the Director of K-12 Instruction in writing of the belief and request a meeting with the Director or his/her designee to discuss the matter, and where in the judgment of the Director or his/her designee appropriate changes shall be made.
- E. While the substance of an evaluation may not be grieved, the process including a failure to adhere to the process identified on and established by the evaluation form, may be grieved. Also, failure to comply with the procedure specified herein shall be subject to the Grievance Procedure.

- F. The foregoing language shall not be construed to limit observation and/or evaluation conferences whether sought by the Administration or requested by the teacher.
- G. The evaluation procedure set forth in this Article will not be used by one member of the bargaining unit with respect to another member of the bargaining unit.
- H. At the beginning of each School Year, when a memorandum is sent to principals advising them of the evaluation form the Administration will be using that year, it shall be forwarded at the same time to the Association President.
- I. Peer assistance and/or mentor program(s) will not be a part of the evaluation process unless bargaining unit members are participating in the PAR process. A teacher participating in the PAR program will be evaluated in accordance with that program, including observations and evaluations conducted and completed by PAR consultants.
- J. If mandated by state law, CPEA will be involved in the development of the residency/mentor program.
- K. Any changes in the evaluation instrument and/or guidelines will be mutually developed by the administration and CPEA. If the parties cannot agree, the Superintendent's decision will be final.
- L. Any teacher assigned to more than one building will have a designated home school. The immediate supervisor at the home school or appropriate central office administrator will be responsible for coordinating that teacher's yearly goals and evaluation.
- M. Peer Assistance and Review Committee

The Committee shall be reconvened and perform a complete review of the Pilot Program by the end of the 2010-2011 school year. The Committee shall submit a written report of its findings regarding those aspects of the Pilot Program which were most successful in retaining quality teachers and improving teaching performance of

junior and senior teachers and make recommendations on whether the Pilot Program should be continued, ended or modified for the 2011-2012 and subsequent school years. If the program is to be continued upon approval of the CPEA Executive Committee and the Board of Education, the program shall become part of the negotiated agreement.

N. PAR Program

The evaluation and any related actions involving teachers during the period of assignment to the Peer Assistance and Review Program (PAR Program) shall be in accordance with the procedures established by the PAR Program Panel and in accordance with the provisions contained in Article VII. Such related actions shall include action by the Board based on recommendations by the PAR Program Panel and Superintendent regarding the intern teachers and teachers who have been previously assigned to the PAR Program for Intervention. Either the Superintendent of Canton City Schools or the CPEA President may terminate the PAR Program at any time with a 30-day written notice to the other party.

The following criteria set forth by the Peer Assistance and Review Committee shall be followed.

Teachers being recommended for the PAR Intern Program:

1. The teacher is in the second year of teaching or second year of teaching in Canton City Schools.
2. The teacher is recommended for the PAR Intern program by the administrator/evaluator of the teacher during his/her first year of teaching in Canton City Schools with the final approval from the Superintendent or his/her designee.

O. Administrative Review

Administrators will meet with any bargaining unit member, not being formally evaluated that year, by March 15<sup>th</sup> to

discuss and share in writing performance concerns that could lead to a recommendation for administrative review. By May 31<sup>st</sup>, the administrator will again meet with the bargaining unit member to discuss the progress the teacher is making to resolve the performance concerns and inform the member if she/he will be placed on administrative review for the following school year.

P. Administrative Review/Continuing Contract Observations

If a bargaining unit member is being evaluated under an administrative review or for continuing contract, there shall be at least five (5) formal classroom observations. The provisions of Article VII (A) and (B) also pertain to this paragraph.

Q. Evaluation Instruments

All formal observation and evaluation reports shall be completed using the District-approved forms.

R. Instructional Rounds

The Instructional Rounds Program may not be used as part of the formal evaluation process.

S. PAR Participants

Teachers involved in PAR are required to meet with the PAR consultant for a PAR orientation meeting prior to the start of the school year. This time will count toward their 6.5 staff development hours.

**ARTICLE VIII - INDIVIDUAL CONTRACTS**

A. Individual Contract Terms

All members of the bargaining unit shall be issued written contracts or salary notices on or before October 1 of the school year. Such contracts or salary notices shall include the following information:

1. Name of the member.

2. Name of the school district and Board.
3. Type of contract, i.e., "limited" or "continuing". If limited, the number of years the contract is to be in effect.
4. Annual compensation to be paid for the first year of the contract.
5. Basis for determination of compensation (i.e., classroom teacher, B.A. Degree).
6. The number of days in the school year, and extended time, where known.
7. Provision stating that this individual contract is made subject to Board rules and regulations except and to the extent of the terms and conditions of the Master Contract.
8. Provision for authenticated facsimile signature of Board President and Treasurer and signature of contracted teacher.

B. Limited Contracts

1. One-year limited contracts shall be issued to any teacher new to the District.
2. No more than three (3) consecutive one-year limited contracts shall be offered to a teacher.
3. Any of the limited contracts identified in paragraphs 1-2 may be non-renewed without reasons.
4. Teachers having held three (3) consecutive one-year limited contracts shall be issued no less than a three-year limited contract.
5. If a teacher's contract is renewed after three (3) years, it shall be renewed for three years and shall not be non-renewed for arbitrary or capricious reasons.

6. If a teacher's contract is renewed after nine years, it shall only be non-renewed for just cause.
7. Authorized leaves of absence in excess of sixty (60) days during any one of the preceding nine years will require an additional year for each year in which the days are missed for evaluation purposes.
8. The preceding seven numbered paragraphs supersede any statutory language pertaining to limited contracts whether or not presently enacted as law and whether or not contemplated by the parties including language currently pending before the Ohio Legislature. Further, the parties agree that the provisions of this Article VIII (B) and those of Article VII supersede and take the place of Ohio Revised Code Sections 3319.11 and 3319.111 with respect to evaluation and nonrenewal.

C. Continuing Contracts

1. Teachers who anticipate eligibility for a continuing contract during any year of a multi-year limited contract may, at their option, waive their right to such multi-year contract and be given a one-year limited contract. Such waiver must be in writing and given to the Superintendent no later than August 1 of any school year and, assuming eligibility, will entitle the teacher to consideration for a continuing contract in the next succeeding school year.
2. A teacher on a limited contract who is eligible for a continuing contract may have that limited contract renewed with reasons directed at professional improvement. This process may occur more than once with any limited contract teacher.
3. Teachers who have obtained tenure in another school system before coming to this District and being re-employed shall be granted tenure in this District within two (2) years of their hiring, unless they are given reasons directed at the improvement

of their teaching in accordance with Revised Code 3319.11.

4. Except as provided in paragraphs 1, 2 and 3 above, no teacher shall be eligible to apply for continuing contract status until he/she has notified the Director of K-12 Instruction in writing, on or before August 1st of each year of his/her intention to secure a continuing contract. If all requirements are not met, reapplication must be made in writing where eligibility is again sought. Authorized leaves of absence of 60 days or more shall extend the period for assessment for continuing contract consideration for an additional year. A teacher who has applied for consideration for tenure by August 1st and who thereafter has been transferred to a new building or is under the supervision of a newly assigned building principal may withdraw her/his request for continuing contract consideration by October 15th.
  
5. After September 2, 2002, teachers applying for a continuing contract with a bachelor's degree must have a professional license/certificate and earn thirty (30) semester hours after their initial license/certificate in 3rd or 4th year courses or higher, as well as three (3) years of experience in the district. Teachers securing an initial certificate or license with a master's degree will only need six (6) semester hours after the issuance of their initial certificate and three (3) years experience in the District. Teachers must notify in writing the Director of K-12 Instruction on or before August 1st of each school year.

#### **ARTICLE IX - SCHOOL YEAR**

- A. The grade composition and configuration under this contract shall be reported by the Superintendent to the CPEA President by July 1 of each year. Solely for purposes of Articles IX and X, those classes located at elementary buildings will be considered as elementary in

terms of school day and school year, and those classes located in middle schools will be considered secondary in terms of school day and school year. High School shall include ninth grade through the twelfth grade.

B. The school year shall consist of 184 days. These shall include two (2) parent-teacher conference days or their equivalent, and four (4) teacher meeting days, to consist of one-half (1/2) first day with the principal meeting of no more than ninety (90) minutes in length on the first teacher work day, no Convocation Day, one and one-half (1-1/2) Records Days consisting of a Full Records Day between semesters and one-half (1/2) Records Day at the end of the teacher work year, and two (2) In-Service Workshops.

1. One workshop day (6 1/2 hours without lunch) shall be earned by teachers individually attending after school workshops. In the course of a full school year, the number and length of such attended workshop shall aggregate the hourly equivalent of one workshop day, i.e. 6 1/2 hours. In exchange the traditional in-service day need not be attended.

2. There shall be a Staff Development Committee for the purpose of developing programs for teacher inservice. A majority of this committee will be CPEA members appointed by the CPEA President.

C. Elementary teachers will not be required to attend any structured meetings during the afternoon of the first teacher work day. This time will be used to plan and prepare for opening day and thereafter, at their worksite.

Teachers will not be required to remain in the building or attend any meetings during the afternoon of Teacher Opening Day.

D. The school year for teachers new to the District shall begin two (2) days earlier than the school year for returning teachers in order for new teachers to attend orientation meetings.

## **ARTICLE X - TEACHER RIGHTS AND RESPONSIBILITIES**

### **A. School Day**

1. The school day shall be eight (8) hours for psychologists and K-12 Curriculum Specialists. The school day shall be seven and one-half (7 1/2) consecutive hours for secondary teachers and seven and one quarter (7-1/4) consecutive hours for elementary teachers.

In addition, up to twelve (12) hours per school year may be used for meetings called by principals. No meeting shall exceed two (2) hours. No more than two (2) (totaling up to three (3) hours) may be called in any month portion of one such meeting shall be devoted to safety and security procedures applicable to that building. If during report card week technology failure wipes out grade entries for teachers at the building who have completed the entry or if teachers cannot access report cards that week due to technology failure, the times for principal's meetings at that building shall be reduced by two (2) hours over the remainder of the year.

### **B. Elementary School Day**

[In consideration of the different use of early release days at the elementary schools the five (5) minutes which was added to the elementary teacher day to provide for team planning time is eliminated.]

1. Elementary teachers shall be in their respective buildings forty (40) minutes before the commencement of classes. Thirty (30) consecutive, uninterrupted minutes of this time shall be for planning purposes. In addition, a forty-five (45) minute uninterrupted, duty-free lunch period shall be provided elementary teachers.
2. Additionally, the elementary staff may initiate with the principal a procedure for providing team

planning at all grade levels. If there is an agreement that does not impact other school operations as determined by the school superintendent, the parties may proceed with implementation.

3. A one-hour uninterrupted, duty-free lunch period shall be provided psychologists.
4. All Canton City School elementary teachers will be released from normal teaching and supervisory responsibilities at the start of the school day for the same one and one-half (1-1/2) hour period each month. This non-instructional, non-supervisory time shall be used for the purpose of instructional improvement, including development, review and assessment of plans for differentiation of instruction, response to testing results, and other collaborative measures to improve student learning. The schedule of these meetings shall be set at the start of the school year and announced to all elementary teachers and principals. The topic of the meeting shall be divided as follows:

Three (3) shall be devoted to individual teacher planning.

Three (3) shall be devoted to District-wide team planning, with the teachers involved, in collaboration with principals and central office personnel, required to plan and share an agenda in advance of the meeting and to complete a reporting form to indicate the work undertaken and accomplished during the meeting.

Three (3) shall be devoted to such topics and items as are agreed upon by the CIP Team and principal, who will plan and share an agenda in advance of the meeting and complete a reporting form to indicate the work undertaken and accomplished during the meeting.

5. In September of each year the building principal(s) will meet with the CPEA building representative(s) at her/his request to review and discuss duty assignments for that year.

C. Middle School Day

1. Middle School teachers shall have a minimum of one (1) period each day free from interruption for planning purposes. In addition, middle school teachers will have an additional planning period each day for team planning, focusing on team, building and District educational issues related to students.
2. Middle School teachers will have a seven and one-half (7-1/2) hour day including a one-half (1/2) hour duty free lunch period. There will be no more than three (3) preparations of core academic subjects for any teacher unless the parties agree otherwise.
3. No middle school teacher, except for exploratory teachers, will have more than 156 students per day for graded instruction and principals, in conjunction with the Superintendent, will make every effort to equalize size.
4. In September of each year the building principal will meet with the CPEA building representative at her/his request to review and discuss duty assignments for that year.

D. High School Day

1. High School teachers shall have a minimum of one (1) period free each day from interruption for planning purposes.
2. High School teachers will have a seven and one-half (7-1/2) hour day consisting of six (6) teaching periods, one and one-half (1-1/2) planning periods and one-half (1/2) hour duty free lunch period. There will be no more than three (3) preparations

for any teacher unless the parties agree otherwise. Inclusion as a preparation shall be referred to the Legal Mandates Committee.

3. No high school teacher, except for physical education and music, will have more than 156 students per day and principals in conjunction with the Superintendent, will make every effort to equalize class size.
4. In September of each year the building principal will meet with the CPEA building representative at her/his request to review and discuss duty assignments for that year.

E. Repairs

Where the Board determines to repair, improve or alter a unit member's physical working environment and such activity causes sustained disruption of classroom instruction, reasonable efforts will be made to provide a comparable alternative teaching space.

F. Certification

Each teacher has the responsibility to have a valid Ohio teaching certificate/license that corresponds to the teacher's assignment. Failure to do so must, by law, result in suspension of pay.

G. Academic Freedom

Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples of the basic objectives of a democratic society. A professional staff should seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual personality. It is recognized that these democratic values of individual freedom and social responsibility and to democratic values can be best

transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning in which academic freedom for teacher and student is encouraged. The teacher is responsible for exercising his/her judgment in selecting for discussion those relevant issues which he/she may deem of value to the maturity and understanding of the students involved and which are a part of the Board - approved curriculum. All sides of an argument are to be fairly presented and discussed and when the teacher expresses personal opinion, it shall be identified as such.

H. Payroll Procedures

All professional personnel shall have a common final pay date; any bargaining unit member working extended time will receive a separate contract for that time. The Treasurer shall be entitled to adjust the pay frequency over a position's given contract year if needed to resolve pay lag issues. Salary will be paid in twenty-six (26) pays each year. Normally pays will be bi-weekly, except that the bi-weekly schedule will be modified in years when bi-weekly pay would result in twenty-seven (27) rather than twenty-six (26) pays. Where twenty-seven (27) pays are to be implemented the Treasurer will notify the Association and teachers of that fact one school year in advance.

I. Personnel File

1. There will be established and maintained one (1) official file for each teacher. This file shall be maintained in the office of the Superintendent or his/her designee, and shall contain the locations and general subject matter of any other files pertaining to the teacher. The individual and a witness of his/her choice, if requested, shall have the right to inspect, with an Administrator present, his/her personnel file during the regular office hours.
2. A teacher shall receive a copy of any letter of reprimand if such item is placed in his/her file.

3. If and when a teacher and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said teacher's official file is irrelevant, inappropriate or false, such material may be removed from the file or corrected. In any case, if a teacher feels that the file contains information that is inaccurate, irrelevant, outdated or incomplete, such teacher shall have the right to attach a written statement to the disputed information in accordance with R.C. 1347.
4. If a personnel file is to be reviewed by one not employed by the school district, the person whose file is to be reviewed shall be entitled to reasonable notice and the opportunity to be present, except that the school's counsel may review files in conjunction with school related proceedings. Notification will be given if district employees, other than the normal administrative individuals review the file.

J. Classroom Assistants

For elementary grades beginning October 1st of each year, a regular class which has thirty-two (32) or more students assigned to it for more than ten consecutive days will have an assistant assigned to it on a full time basis. The assistant will remain with the classroom teacher throughout the day unless the principal determines the resource teacher for that class needs assistance. The assistant may be reassigned only when the class drops below 32 students for more than ten consecutive days. Upon a teacher's request, an assistant will not be assigned to the classroom. Where IEP students, exclusive of speech and language students, are included at least 50% of the time without an included teacher, each will count as two in the above ratio.

K. Collection of Monies

Teachers will not be required to collect lunchroom monies from students.

L. Release of Elementary Teachers by Specialists

Elementary teachers shall not be required to remain in their respective classrooms when a resource teacher is present.

M. Tuition Exemption

Children of certificated staff whose applications for admission have been received by August 15 will be allowed to enroll in the Canton City Schools without being required to pay tuition. Such students shall be assigned to their school building and class by the Superintendent or designee.

N. Open Enrollment

Principals will discuss the open enrollment process with their teachers.

O. Health and Safety/Keys

See Memorandum of Agreement

RE: Health & Safety/Keys

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

2. No bargaining unit member shall be in any way discriminated against as a result of reporting any condition regarding safety, health, and sanitation. If the CPEA feels that there are unsafe working conditions, this then is a matter exclusively for the grievance procedure. Before the CPEA initiates any grievance with respect to an allegedly unsafe working condition, the CPEA is obligated to first raise the safety concern with the affected supervisor, in writing, who shall have seventy-two (72) hours to submit a written response to the concern following its presentation.
3. Where it is lawfully permissible to do so on a need to know basis, the principal(s) of a teacher's building shall inform teachers of student(s) who are known to have been found guilty of, or pled guilty to, an act of violence or sexual assault.

P. Inclusion

A committee chaired by the Superintendent or his/her designee, will continue to meet to discuss Inclusion. The CPEA President and Superintendent each will appoint four (4) additional people. The purpose of the committee will be to consider, review, and develop recommendations for implementing, refining, and evaluating inclusion in the Canton City Schools. The underlying concept will be to examine the needs of all of the students, the staff and the educational goals of the system, e.g., consideration will be directed toward a multi-layered system that would recognize that what is best for one may not work for another, attention will be given to staff development which may call for the release of one day and a focus will be given to space needs. The committee will meet at least quarterly.

Academic teachers will be offered the opportunity to be included in the discussions on the placement of special needs students in their classroom before such placement occurs.

Special Education teachers will be a part of the teams and classes containing special needs students.

Q. Legal Mandates

A standing committee, chaired by the Superintendent's designee, will continue to meet to discuss federal and state mandates as they relate to education. The CPEA President and Superintendent each will appoint a minimum of four (4) people to this committee. The purpose of this committee will be to review and develop recommendations that will comply with the law. Once accepted by the Superintendent and the CPEA Executive Committee, the recommendations will become part of this contract.

1. Elementary – Two full-time teachers will be hired to provide time for school-age special education teachers to complete legal mandated duties. This will be funded through special education state and federal dollars and CAFS. The time will be equitably divided among special education teachers.
2. Middle School – One full-time teacher will be hired to provide time for school-aged special education teachers to complete legal mandated duties. This will be funded through special education state and federal dollars and CAFS. The time will be equitably divided among special education teachers.
3. High School – One full-time teacher will be hired to provide time for school-age special education teachers to complete legal mandated duties. This will be funded through special education state and federal dollars and CAFS. The time will be equitably divided among special education teachers.
4. I.S.G.I. – I.S.G.I.'s will be provided release time to complete legal mandated duties in proportion to the number of days received by special education teachers at their level. The length of the release

day for I.S.G.I.'s will be equal to their regular workday.

R. Students with Disabilities

By the end of the first full week of school for students the administration will make available to intervention specialists the general education classroom assignments of each of her/his identified students.

By the end of the first full week of school for students the appropriate intervention specialist will take reasonable steps to insure that each general education teacher with instructional responsibility for an identified student has access to the student's IEP.

A committee composed of three (3) administrators appointed by the Superintendent and three (3) teachers appointed by the CPEA President shall be convened. The CPEA Co-Chair shall be responsible for calling meetings. The committee shall be charged with identifying concerns in the delivery of special education services by general and special education professionals, highlighting best practices, and investigating possible improvements. The committee shall submit its report and recommendations to the CPEA President and Superintendent by the Spring of the current school year. Matters which may require contract modification(s) may be presented as bargaining proposals during Spring of negotiations year, unless both mutually agree to an earlier date.

S. Technology

1. Bargaining unit members shall not be subject to discipline when the member misses a deadline imposed by the District due solely to technology failure.
2. Confirmed use of the CCSD network (equipment including software or personal student equipment used at school and through the CCSD network) to post personal, private information regarding an employee of the District without the permission of

the employee will result in discipline of the student up to and including expulsion as well as cancellation of the student's privilege to use the CCSD network.

3. A teacher who is appropriately performing assigned duties shall not be disciplined for the inappropriate use of the internet by students.
4. An advisory committee of five (5) teachers appointed by the CPEA President and six (6) members chosen by the Superintendent to include the District's technology department head shall be formed to consider whether the District has the technical ability to implement new programs which are dependent upon technology hardware and software for successful implementation ("Technology-driven programs"). Before such new technology-driven programs are implemented the committee shall submit a written report to the Superintendent and CPEA President addressing the feasibility of the proposed new technology-driven program. Each quarter, one of the agenda items of the Labor Management Committee shall include time for a report from a representative of the Technology Advisory Committee.
5. Middle School and High School report card grades shall not be pulled earlier than three (3) school days after the last day of the grading period. Bargaining unit members at the Elementary schools shall have daily access to report cards of their assigned students by the first interim report.
6. The 2007-08 student conduct code regarding harassment and intimidation shall apply to

T. Federal & State Law Mandates

The administration shall consult with CPEA leadership before taking any action that may impact on contract provisions and shall bargain the effects of any change in contract provisions or the effects of any change not

addressed in this agreement which have a material and substantial impact on terms or conditions of employment and which are implemented to address the requirements of No Child Left Behind (NCLB) or other state and federal laws.

U. Student Grades

Where a principal changes a student's grade without the agreement of the teacher, a copy of the change form, noting the identity of the middle or high school administrator, shall be included in the student's file. At the elementary level where a principal changes a grade without the agreement of the teacher the principal shall initial the change.

V. Building/Department - Fund

By October 15<sup>th</sup> of each school year, a report to the building staff shall be made on the funds appropriated to the building and to all bargaining unit members in a particular department by department. By November 1<sup>st</sup> of each school year, each principal shall solicit input from bargaining unit members in her/his building regarding how the funds should be allocated. At the end of the school year, prior to the last week of school, the building department budget report and department budget report will be made available to the staff and CPEA.

W. Care Teams (& Similar Programs)

The CPEA and Board of Education agree many students may benefit from a myriad of services. The Board and CPEA support programs and services that promote the total wellness of CCS students. Bargaining unit members appointed by the CPEA President shall be afforded an opportunity for input into the development and operation of "Care Teams" and/or any similar programs that could duplicate bargaining unit positions.

X. Discipline

Each building shall develop and implement a building discipline plan by the last teacher work day of the current school year. The building principal and a representative team elected by the bargaining unit members with added members appointed by the principal if necessary to insure a cross section of grade levels and subject areas shall review and modify the plan by June 1 of each subsequent year. A copy of the building discipline plan shall be provided to each bargaining unit member on or before the first student day of the instructional year.

Y. Supply and Material Fund

A fund in the amount of Two Hundred Dollars (\$200) per teacher per year shall be established for each teacher to use to order instructional materials and supplies. Orders shall be submitted in the Fall for use over that school year. The orders will be submitted on forms provided by the administration and shall be filled through vendors selected by the Board to facilitate receipt of volume discounts and appropriate tracking of receipts.

**ARTICLE XI - MANDATED PROGRAMS**

The District shall make a good faith effort to make training opportunities available to bargaining unit members required to implement any new program mandated by the district or state or federal laws or regulations.

**ARTICLE XII - JOB SHARING**

A. Assignments:

1. Job sharing team may choose the present fulltime position of one of the teachers and will be committed for one year.
2. Job sharing teams may also apply for other

vacancies posted throughout the District.

3. Each building principal shall determine if job sharing will work in his/her building.
4. The team will present a proposed teaching schedule including all building responsibilities and a written explanation detailing the educational benefits of the job share proposal to the building principal and the Association President. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable. Members of a team shall not be assigned duties responsibilities in excess of a regular fulltime position. The principal must approve the schedule.
5. Both members attend inservice days, conferences, open houses.
6. Staff meetings will be attended by one member of the team depending upon when they are held.
7. The hours of work are to be divided equally. Optional work schedules may include: split days - morning and afternoon; split weeks 2.5 consecutive days each week - Alternating split weeks 2/3 days on alternate weeks.
8. Teachers who wish to continue job share must reapply by March 15 or the reinstatement process below will occur.

B. Reinstatement to Full-Time

1. If a team chooses not to continue the partnership, they shall be reinstated to a fulltime position for the following school year. The team member with the greater seniority shall have the option of retaining the assignment of the job sharing team or be assigned to a position which is comparable to the previously held position.

2. If a vacancy for the least senior partner does not exist, the team shall continue with the partnership until a vacancy is available.
3. Board shall reinstate all eligible job sharing teachers to full time status before hiring personnel from outside.

C. Teacher Requirements

1. Individuals must have three years teaching experience.
2. Individuals who wish to job share must notify administration in writing by April 1 in the year prior to when the job share will begin and will be notified by June 1 as to whether the proposal has been accepted.
3. Teachers forming a job sharing team must currently be assigned to a position which requires the same certification.
4. Both teachers must meet Highly Qualified teacher standards.
5. There shall be a maximum 25 teams in the district or 20% of teaching staff in one building.

D. Benefits

Under the current insurance plan, benefits are not available due to the 25 hour work week minimum.

E. STRS Service Credit

In order to meet full year STRS credit, the District will report the teachers as full time to STRS and the job share teachers must meet the following criteria:

1. Earn state minimum salary

2. Work 500 hours or 90 days
3. Have a 120 day relationship with the school system

(Above is based upon STRS decision tree formula for full time service credit)

F. Evaluations

Job share teachers will be evaluated on the regular cycle as all CCS district teachers.

**ARTICLE XIII - ADDITIONAL PERIOD ASSIGNMENT**

A. Regular Class

1. A reasonable effort will be made to secure a regular substitute for an absent unit member before a regular teacher is asked to substitute. Names of teachers who volunteer to serve as substitutes during their regular preparation periods shall be placed on a list which shall be kept current. In making an assignment to replace an absent teacher, the principal will first exhaust this volunteer list before assigning another teacher.
2. Substitutes shall be authorized by the principals as follows:
  - a. When a regular substitute is not available.
  - b. When it is less expensive to use a substitute as identified in paragraph 1. above, than a regular substitute.
  - c. When the elementary resource teacher (art, music, P.E.) is absent, and the regular classroom teacher must cover the class.
3. Guidelines for assigning period substitutes:

- a. Requests for period substitutes shall be made as far ahead as possible.
- b. Substitution shall be made within the teacher's department when possible.
- c. Period substitutes shall be as equally distributed among teachers desiring substitutions as possible.
- d. Additional Period Assignments - A teacher who, at the direction of his or her principal, assumes the full responsibility for students normally shared by two (2) teachers, shall be paid additional compensation as follows:
  - i. Twenty-four dollars (\$24.00) for each period of additional assignment without regard to the length of the period. Where the assignment is more than two periods, the teacher shall receive the full daily substitute rate.
  - ii. The full daily substitute rate in addition to regular compensation where the additional assignment is for more than two periods, up to and including a full day.
  - iii. Elementary resource teachers shall be treated as other teachers for purposes of this article, i.e., if one assumes a class at the direction of the principal which has students in addition to those for who one would normally have responsibility, he/she shall be compensated as set forth in A,3d, i and ii. Likewise, if one fails to be present for a class for which one has responsibility, the teacher assuming responsibility in addition to his/her normal assignment will be

compensated as set forth in A, 3 d, i and ii.

- iv. This article has no application to supplement, homeroom, duty assignments (unless expressly directed by the principal to take on a new assignment), mainstreamed or pullout students.

- 4. Before assigning a regular full-time, classroom teacher to fill in for an absent teacher, the Administration will make reasonable efforts to secure a substitute.

#### **ARTICLE XIV- STUDENT TEACHER SUPERVISION**

Student teachers and teachers for whom they are working shall have the same duties and assignments so that the student teachers may be properly supervised and, to this same end, teachers shall not be given additional duties and assignments during periods in which they have such responsibility. No teacher shall be assigned more than one (1) student teacher per year.

#### **ARTICLE XV - VACANCIES, PROMOTIONS AND TRANSFERS**

##### A. Vacancies

- 1. With respect to vacancies in the following positions, the Administration agrees to announce such vacancies by posting online year-round in the WEEKLY JOURNAL, and telephone hotline number when school is not in session. Such positions will be held open for at least five (5) weekdays. The five-day period will be extended to the following week if there is a failure of the phone line or computer posting due to equipment breakdown.
  - a. Newly created positions in the certificated staff.

- b. Promotional openings (any positions where remuneration exceeds the teacher's base salary schedule).
  - c. Positions arising as a result of deaths, resignations, terminations, retirements, and non-renewals.
- 2. The five (5) day waiting period may be waived by the Superintendent where, on account of unusual circumstances, a delay in filling a position might have a detrimental effect on the school system. In this circumstance, the vacancy will still be posted, but with notification that the five (5) day notice is waived.
- 3. A vacancy does not exist, as defined in Section A.1. above, when there exists a certified staff member on the District's reduction-in-force list who is eligible to fill that position.
- 4. The Superintendent shall have the sole right to fill all vacancies and shall determine whether said vacancy shall be filled. A position does not become vacant until officially accepted or, in the case of death, acknowledged by the Board, or so determined by the administration, whichever occurs first.
- 5. Should the Association prevail in arbitration addressing an alleged violation of Article XV's posting requirements, and without regard to Article III(D)(2), the Board shall be required to pay the full cost of the arbitrator's fees and expenses.

B. Transfers

- 1. Teacher Initiated Transfers
  - a. Teachers wishing to transfer shall send, using the current transfer form, a request to the office of the Director of K-12 Instruction and a copy to the CPEA President

indicating the reason for transfer and listing building, subject and grade preferences. Letters may be used to apply for specific openings that are announced.

- b. Bargaining unit members who have applied for a transfer from the same building two (2) years in a row and have been denied the transfer, will be given a teacher initiated transfer to an existing vacancy in the third year, or thereafter if no vacancy is available, assuming the teacher meets the criteria listed in section C-1 below.
- c. In exceptional circumstances where a transfer has not been carried out after the third year, the Association President and the Superintendent shall confer to attempt a workable solution.

2. Administrative Initiated Transfers

- a. For transfers initiated by the Administration, a meeting at the teacher's option, shall be held between the affected teacher and the Superintendent or his/her designee. At such meeting, an attempt will be made to explain the needs of the system and to consider the personal concerns of the teacher including his or her seniority and desires and the reasons for the transfer shall be given. It is understood that if the reasons are disputed, the decision of the Superintendent or his/her designee shall be final.
- b. In reaching his/her decision, the Superintendent shall consider seniority and where possible will avoid transferring one who received an administrative initiated transfer the previous year.

- c. Teachers involuntarily moved to a different building will be afforded fifteen (15) hours of packing time and fifteen (15) hours of unpacking time to a total of thirty (30) hours at minimum wage rate.
  - d. The protocol for moving teachers is shown in Appendix 1 to the Agreement.
- 3. Building and teaching assignments for the ensuing school year shall be announced as early as possible which, in most cases in a normal school year, will be in the late Spring prior to the end of the school year.

C. Filling Positions

- 1. In filling vacancies, the following factors shall be considered:
  - a. Training and certification.
  - b. Experience.
  - c. Subject needs.
  - d. Educational goals, as set out in the school's CIP. (Building CIP's will be available for review on the CCS website.)
- 2. If the above criteria have been met by one or more bargaining unit members requesting transfer to the vacant teaching position, the vacancy will be filled by one of those bargaining unit members who must remain in the teaching position for at least one (1) year.
- 3. Vacancies occurring one week before the beginning of the school year or thereafter shall continue to be advertised as set forth in this article. They may be filled, at the discretion of the superintendent, permanently with a bargaining unit member or for the balance of the full school year

with a new teacher or a permanent substitute. Where a new teacher or a permanent substitute receives the job and/or a bargaining unit member had applied for the same position it shall again be advertised in a timely manner to afford bargaining unit members (prior to the declared vacancy) an opportunity to bid on the job for the next succeeding school year.

4. Whenever possible, the receiving principal shall be involved in the staff selection process.
5. Teachers may withdraw a request for transfer any time prior to the written notification of transfer.
6. Teachers whose applications for a position are rejected shall be advised of the rejection by separate letter from the Administration. Also, the Administration shall, in the WEEKLY JOURNAL, report the outcome of the selection process within ten (10) days and the name of the successful applicant. Treatment of applications made during the summer shall be as set forth in paragraph A. 1.
7. Section (C) of this article shall not pertain to the filling of administrative positions or supplemental contract positions.
8. Where a position is temporarily filled by a substitute at the end of a school year, it will be posted if it is to be continued in the next school year.
9. Where an employee is transferred from a position where he/she met the Highly Qualified Teacher (HQT) standards to one where he/she is not HQT, the District will provide the teacher with opportunities to become HQT in the new position.

#### **ARTICLE XVI - TRANSPORTATION**

- A. The Board shall pay for authorized automobile expenses during any school year at the rate established by the IRS as of July 1 preceding school year.

- B. The Board shall endeavor to continue providing parking space for teachers as close to building or employment as possible.

### **ARTICLE XVII - LEAVES OF ABSENCE**

- A. Special Leave

A teacher shall be entitled to three (3) days of non-cumulative special leave each school year, one (1) day of which shall be unrestricted. Unrestricted special leave shall not be taken on the first day of school, Fridays during May through the end of the school year, on any waiver day or any professional development day, or the day before or day after a school holiday or vacation including the last day of school except by the special prior permission of the Superintendent or designee. No more than 5% of members of the bargaining unit and no more than 5% of the members of the bargaining unit assigned to a particular building may be absent on unrestricted special leave on any day. Except in emergency situations, application for special leave, restricted or unrestricted, shall be made at least three (3) working days before the requested leave.

Restricted special leave is governed by the following provisions:

1. Special leave, except in emergency situations, shall be provided when requested by a teacher at least three (3) working days before the requested leave for any of the following reasons:
  - a. Funerals not covered by sick leave.
  - b. Illness not covered by sick leave.
  - c. Financial, marital and/or legal problems.
  - d. Weddings and graduations of members or of the member's immediate family.
  - e. Personal and/or private problems other than above which cannot be addressed or

resolved outside of work time. The nature of the problem will be shared in writing at the request of the Director of K-12 Instruction.

2. No special leave may be taken for the following purposes:
  - a. Recreational purposes.
  - b. Gainful employment during school hours.
  - c. Professional meetings and clinics.
  - d. Those situations covered by sick leave.
  - e. Inclement weather or traveling conditions unless, as determined by the Director of K-12 Instruction, the teacher made a reasonable effort to reach his/her work assignments.
3. To be granted special leave, the teacher must complete a form which shall be provided by the Board. The teacher must specify the reason for such leave in terms of the reasons listed in paragraph A. 1. of this Article.
4. Special Leave shall not be taken on the first day of school, Fridays during May through the end of the school year, or the day before or after a school holiday or vacation including the last day of school except by the special prior permission of the Superintendent or designee.
5. A misuse of special leave by a teacher shall be grounds for disciplinary action.

B. Legal Leave

Where a teacher is subpoenaed to a court of law on school-related legal business, e.g., witness to a crime, student assault, or child abuse, involving persons other than the teacher (and exclusive of disputes with the Board

of Education), the teacher shall be granted the necessary time off with full pay less any witness fees paid by the court upon presenting a copy of the official subpoena to the Director of K-12 Instruction.

C. Child Care Leave

1. A teacher may request and shall be granted a child care leave of absence without pay on the conditions set forth below.
  - a. When granted, the child care leave shall be for the balance of the semester or the balance of the school year in which the birth or adoption of a child is expected unless such leave is earlier terminated as hereinafter provided.
  - b. The leave may be extended for one (1) additional school year upon request of the teacher to the Board made not later than March 1 preceding the year for which such extension is requested.
  - c. When the teacher desires to terminate such leave, application for reinstatement may be made by the teacher at any time during the school year and the teacher may be reinstated by mutual agreement.
  - d. Upon return from child care leave, the teacher shall be entitled to reinstatement to the same position with the same contractual status which was held prior to the leave or, if that position is no longer available, to a substantially equivalent position for which the teacher holds valid unexpired certification. If said leave is extended, the same provision shall apply.
  - e. If a reduction in force (RIF) takes place while the teacher is on leave, the teacher's position is subject to the RIF policy and

paragraphs c. and d. of this section may not apply.

D. Sick Leave

1. Days of absence authorized under this provision shall be deducted from the sick leave accumulation. One and one-fourth (1 1/4) days of sick leave shall be granted regular teachers for each completed month of employment up to fifteen (15) days per year. Unused sick leave is cumulative to two hundred eighty-five (285) days.
2. Should a teacher have absences due to illness of more than the total accumulated sick leave, such teacher, unless employed on an hourly basis, may be granted an advance of sick leave to a maximum of five (5) days. The treasurer shall notify the employee of advancement options and/or limitations.
3. Previously accumulated sick leave of a teacher who has been separated from another Ohio public agency shall be accepted at full value to two hundred ten (210) work days provided none of such accumulated sick leave has been converted to pay upon retirement.
4. Upon approval of the Superintendent or his/her designated representative, teachers may use sick leave for absences due to the following reasons:
  - a. Personal illness (including emergency dental and medical appointments).
  - b. Injury.
  - c. Absence due to illness, injury or death in the teacher's immediate family.
  - d. Exposure to contagious disease which could be communicated to others.

- e. Pregnancy.
  - f. Adoption, a maximum of ten (10) days may be used.
5. For purposes of absence due to illness, injury or death in the teacher's immediate family, immediate family should be defined to include bona fide members of the teacher's household and/or spouse, parent, child, brother, sister, mother or father-in-law, step parents, step children, foster children, foster parents and grandparents. Death of a relative not included in the above may be considered by the Superintendent, and leave chargeable to sick leave will be authorized for not more than two (2) days if in the Superintendent's opinion the situation appears to warrant such leave. At the teacher's option, such leave may be in addition to special leave.
6. Teachers must follow the AESOP procedure when reporting a leave of absence electronically or by calling AESOP before 7AM. After 7AM teachers must contact the Canton City Schools substitute office.
7. Procedures for teacher use of sick leave
- a. The teacher shall notify his/her building principal or designee of his/her absence prior to the start of the school day.
  - b.. No further notification shall be required by the teacher until the teacher expects to return to duty. On the day preceding the return, the teacher shall notify his/her building principal or designee by 2:00 p.m. On Friday, all daily substitutes are released at 2:00 p.m. If for some reason the teacher knows he/she cannot return on Monday, he/she must call the sub office as soon as possible. If a teacher neglects to follow this procedure and both the substitute and the

regular teacher report for duty, the substitute will be paid one-half (1/2) day's pay, of the regular daily substitute rate, and this amount will be deducted from the teacher's salary.

- c. No later than the end of the fifth month of pregnancy, a teacher shall inform the Director of K-12 Instruction of the date of expected delivery.
- d. If an employee expects to be absent two or more weeks, advance notice should be given.

Employees absent for more than two weeks who have not given an expected date of return will call in every two weeks and, where possible, advise of expected date of return.

- e. In the event of a concern regarding teacher attendance, and following consultation with the CPEA President or designee, the administration may require the teacher, at the Board's expense, to receive an examination by a Board appointed physician and/or to provide documentation from the teacher's physician to explain the absence. If the cost of the visit is not completely covered by insurance, the Board will reimburse the member.

- f. The misuse of sick leave by a teacher shall be grounds for disciplinary action.

- 8. Any teacher who utilizes sick leave while off work due to a work related injury or illness and whose absence from work, due to the work related injury or illness, is more than thirty (30) work days shall have the right to purchase back the sick leave they utilized during this time at the level which the total workers compensation payment will purchase.

Such sick leave can be repurchased “one time only” per claim at the same daily rate which exists when it was utilized, and can be repurchased upon payment for lost wages from the Ohio Bureau of Workers Compensation and Industrial Commission.

E. Sick Leave Bank

The Canton City Board of Education and the Canton Professional Educators’ Association (CPEA) agree to administer a Sick Leave Bank according to the following:

1. A Sick Leave Bank Committee comprised of the Superintendent or his/her designee; the President of the Association or his/her designee; a bargaining unit member chosen by the Association and the Treasurer or his/her designee shall be appointed.
2. A Sick Leave Bank shall be established to provide sick leave benefits to bargaining unit members (excluding special substitutes) and administrative staff who had exhausted all their accumulated sick leave due to catastrophic or serious injury/illness suffered personally or by a family member that includes: employees, employee’s spouse, employee’s dependent and employee’s children under the age of 18.
3. Definitions:
  - a. Catastrophic illness means a life-threatening illness or injury.
  - b. Serious illness or injury means an illness or injury which is not life-threatening, but one which requires in-patient hospitalization in excess of five (5) consecutive days; or confinement to bed on doctors’ orders for a period of greater than ten (10) consecutive days.
  - c. Normal pregnancy does not fall within the definition of a catastrophic illness.

4. The decision to grant or deny any request shall not be subject to the grievance procedure. Neither the granting nor denial or any request for such leave shall be considered precedent for any future Sick Leave Bank request. An individual may contact the Sick Leave Bank Committee for further explanation should they have no sick leave days; and/or to arrange for unique requirements for use of sick leave while in the Sick Leave Bank.

The member shall not receive sick leave days from the Sick Leave Bank if the absence pertains to workers compensation and/or disability retirement. This leave is not intended to substitute for Disability Retirement.

5. In order to participate in the Sick Leave Bank an eligible employee must irrevocably contribute one (1) sick leave day to the bank. Advanced sick leave days are not eligible for membership contribution to the sick leave bank. This sick leave day contribution does not count toward personal absences.

6. The Sick Leave Bank year will run from January 1<sup>st</sup> to December 31<sup>st</sup>.

7. The enrollment period shall be November 1<sup>st</sup> to November 15<sup>th</sup>; or the following Monday if November 15<sup>th</sup> falls on a weekend. The employee's one-day contribution shall be deducted from the December sick leave day accrual. The one (1) day December deduct will be credited into the Sick Leave Bank beginning January 1<sup>st</sup>. If member has been approved and is currently using Sick Leave Bank days, the member shall be considered enrolled in the Bank without penalty and deduct day is waived.

CPEA shall be responsible for collecting all completed enrollment forms and delivering them to the Treasurer's Office by November 20<sup>th</sup>.

8. The employee's one (1) day contribution shall be deducted from the December sick leave day accrual. The Sick Leave Bank "zeroes out" on December 31<sup>st</sup>. The one (1) day deduct into the new Sick Leave Bank year will be made in January of the new Sick Leave Bank year. Coverage for the new year begins January 1<sup>st</sup>.
9. Membership in the Sick Leave Bank automatically rolls over and each year one day shall be deducted unless the Sick Leave Bank Committee is notified, by the employee, in writing by November 15<sup>th</sup>, or the following Monday if November 15<sup>th</sup> falls on a weekend.  
  
CPEA shall be responsible for collecting notifications of withdrawal from the program and delivering them to the Treasurer's Office by November 20<sup>th</sup>.
10. To be eligible to receive sick days from the bank, an employee must have exhausted all sick days prior to applying for Sick Leave Bank days. There will be no advancement of sick leave days while using days from the Sick Leave Bank.
11. The maximum annual (calendar year) use of Sick Leave Bank days shall be forty (40) days; lifetime maximum of one hundred and twenty (120) days.
12. While in the Sick Leave Bank an employee does not accumulate sick leave days, nor do sick leave days accumulate to the bank.
13. An employee will not be required to pay back sick days after they return to work.
14. The Sick Leave Bank shall not exceed a maximum of one (1) day times the total number of employees covered by this agreement.

15. Enrollment and request for Sick Leave Bank days shall be made on forms provided by the Sick Leave Bank Committee.
16. An approval form will be provided by the Sick Leave Bank Committee. The form will require certification by a physician, as well as signature of receipt of approval form by the Treasurer's Office.

F. Sabbatical Leave

Teachers shall be eligible for sabbatical leaves after five (5) years in the system. The teacher must submit a plan for professional growth to the Superintendent for his approval before application is made to the Board. The difference in salary between a replacement and the regular teacher's salary shall be paid to the teacher on sabbatical leave. A teacher will accrue a year's experience and will agree to return to the system for one (1) teaching year after his/her leave or refund the money paid to him/her by the Board while on leave. Final approval for sabbatical leave will rest with the Board.

G. Assault Leave

1. A member of the bargaining unit who is required to be absent due to physical disability resulting from an assault, which occurs in the course of Board employment while on duty on school grounds during school hours or where required to be in attendance at a school-sponsored function, shall, after using three (3) days of accumulated and unused sick leave be eligible to receive assault leave. (Where the teacher has no unused sick leave, this condition will be waived.) Upon determination of eligibility by the Board, such leave shall be granted, for a period not to exceed ninety (90) days, upon the member's delivering to the Treasurer a signed statement on forms prescribed by the Board of Education and, upon request, provided to the assaulted teacher by the Treasurer. Such statements will indicate the nature

of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the member to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

2. Full payment for assault leave, less Worker's Compensation and any other financial remuneration, shall not exceed the member's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code 3319.16.
3. Upon exhausting the assault leave, he/she may use sick leave. If sick leave and the assault leave, provided for herein, become exhausted, the member may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted member becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of age, or where the member's employment by this District ceases, this leave provision shall no longer apply.

H. Temporary Duty Plan

The principle purpose of this Temporary Duty Plan ("Plan") is to assist an expedited return of the bargaining unit member(s) to their original, prior to injury, status, as soon as possible, without jeopardizing the operations of the District or the safety of the employee. It is an interim step in the physical conditioning and recovery of a worker who has a work related injury.

1. The Plan shall be overseen by the Director of K-12 Instruction who will coordinate the employee's participation in the Plan in accordance with the employee's limitations as set forth by the Managed Care Organization ("MCO") in consultation with the employee's physician and consistent with the needs of the District and in accordance with the limitations of the Agreement or any laws or statutes that may apply. The District retains the sole right to:
  - a. Determine those employees that shall be permitted to participate in the Plan.
  - b. Change the work hours and work location of any employee that has agreed to participate in the Plan and the set work hours and location for any employee that has agreed to participate in the Plan.
  - c. Determine the duration of the Plan which shall not exceed fifty (50) days.
2. Any employee who has been approved for a compensable lost time claim under Workers' Compensation is eligible to participate in the Plan.
3. An employee wishing to participate in the Plan shall submit a request to participate to the Director of K-12 Instruction. The MCO will provide the Director of K-12 Instruction with a statement as to any and all limitations that need to apply for consideration of the employee's approval to participate in the Plan.
4. When the Director of K-12 Instruction determines a position exists for the injured worker to participate in the Plan (in keeping with the limitations as set forth by the MCO in consultation with the employee's physician), the Director of K-12 Instruction shall reduce the offer to writing. The

statement shall include the number of hours and days to be worked per week and in total; actual times and location of the position; job description of the position; and hourly wage and benefits to be provided. A copy shall be sent to the appropriate Association President. The statement shall be submitted to the MCO for approval.

5. Subject to the conditions above and the approval of the MCO for the employee's participation in the Plan, the Director of K-12 Instruction will give written confirmation of the reporting date and hours of work. The employee must respond to the Director of K-12 Instruction's written offer within five (5) work days. Failure of the employee to respond to the written offer within five (5) work days will be considered a rejection of the offer.
6. An employee participating in the Plan shall receive the same rate of pay as the employee was receiving at the time the employee left work because of the injury and will receive all other benefits afforded under the Agreement.
7. The eligible employee will be given a specific start and stop date for the transitional program. The period of time may be extended for special circumstances.
8. The District retains the exclusive right to determine the number of employees eligible to participate in the Plan. No employee will be permitted to participate in the Plan if there is an existing layoff in that area of certification/licensure of a senior person or if such participation would cause a layoff or reduction in hours for a senior, existing bargaining unit member.
9. The employee will be denied participation in the Plan if the MCO in consultation with the employee's

physician determines the employee is physically unable to perform the duties of the position. Denial of participation in the Plan will not prohibit an employee from future consideration for participation, if so warranted.

I. Family Medical Leave

1. Eligibility

a. An eligible teacher may take up to twelve (12) consecutive work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 to June 30) for one or more of the following circumstances:

- (1) the birth of a teacher's child and to care for the child;
- (2) the placement of a child with a teacher for adoption or foster care;
- (3) to care for the spouse, child, or parent of a teacher when that family member has a serious health condition;
- (4) the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.

b. To be eligible for FMLA Leave, teacher must:

- (1) have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
- (2) have worked at least 1,250 hours during the last twelve (12) months.

- c. In cases in which the Board employs both the husband and wife, each is entitled to twelve (12) weeks of FMLA leave for the birth or placement of their child.
- d. This Article does not limit or enlarge entitlement to paid or unpaid leave for which a teacher is otherwise eligible under this agreement. However, if a teacher is entitled to and takes paid sick leave for any of the circumstances set forth in (a) (1)-(4) above, the leave will be treated as and counted against FMLA Leave available under this Article and the teacher must comply with the requirements of this Article.

2. Notice

- a. The teacher shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the teacher's need for leave is foreseeable. If the teacher's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
- b. Whenever the leave is necessitated by the serious health condition of the teacher or his/her family member, and is foreseeable based upon planned medical treatment the teacher shall provide the Superintendent with no less than thirty (30) days prior written certification issued by a health care provider to support her/his request for leave. If a teacher requires intermittent leave as set forth below, the teacher shall provide the Superintendent with no less than thirty (30) days prior written certification. If there is

insufficient time to provide such notice because of the need for treatment, the teacher shall provide notice as early as possible.

3. Intermittent Leave and Reduced Work Schedule

- a. When medically necessary, a teacher may take intermittent FMLA Leave or a reduced work schedule to care for a spouse, child, or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
- b. If any teacher request intermittent leave or a reduced work schedule to care for the serious health condition of a family member or for the teacher's own serious health condition, and the need for leave is foreseeable based on planned medical treatment, the Board may, in its discretion, temporarily transfer the teacher to an available alternate position with equivalent pay and benefits if:
  - (1) the teacher is qualified for the position, and
  - (2) the position better accommodates recurring periods of leave.

4. Leave Near End of Semester

- a. If a teacher begins any FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher to continue taking leave until the end of the semester if:

- (1) the requested leave is of at least three (3) weeks duration and
  - (2) the return to employment would occur during the three (3) week period before the end of the semester.
- b. If a teacher begins FMLA Leave for purpose of the birth or placement of a child or in order to care for a spouse, child, or parent during the period that commences five weeks prior to the end of the semester, the Board may require the teacher to continue taking FMLA Leave until the end of the semester, if:
- (1) the FMLA Leave is of greater than two (2) weeks duration and
  - (2) the return to employment would occur during the two-week period before the end of the semester.
- c. If a teacher begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three (3) weeks prior to the end of the semester, and the duration of the leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

5. Medical Opinion

The Board retains its right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the teacher obtain the opinion of a third health care provider who shall be

mutually agreed upon by the teacher and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for a FMLA Leave.

6. Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. Payment of the teacher's required contribution toward the premium must be made by the first day of each month. The teacher shall not accrue sick, vacation or personal leaves, or any other employment benefits during the leave period.

7. Return to Work

- a. When a teacher is medically able to return to work after a serious health condition, she/he shall provide the Board with a statement from her/his health care provider that the teacher is able to resume the job functions of her/his position.
- b. At the end of an FMLA Leave, the Board shall restore a teacher to employment within a reasonable time according to the conditions set forth in Section 4. No teacher shall be entitled to any greater rights, benefits or employment beyond that to which the employee would have been entitled had the teacher not taken FMLA Leave.
- c. Should a teacher not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence or onset of the serious health condition that gave rise to the leave or for circumstances beyond the teacher's control, the teacher shall

reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. A teacher shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the teacher's health care provider shall be provided in a timely manner, no later than thirty (30) days after the claimed inability to return.

8. Construction

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms are defined in the Family and Medical Leave Act.

J. Benefits Following the Exhaustion of Sick Leave

1. When a bargaining unit member has exhausted accumulated sick leave and benefits, if any, remaining under the Family Medical Leave Act, and is still unable to return to work for health reasons, he/she shall be placed on extended medical leave without pay or benefits until able to return to work. Such leave shall not exceed two years, however it may at the discretion of the board be extended for up to two additional years.
2. Individuals electing to use this leave shall:
  - a. Be entitled to notification of the last day of paid leave and to the continuation of insurance coverage at Board expense until the end of the month of notification provided a doctor's excuse for continuing the leave is submitted promptly upon notification;

- b. Shall notify the Director of K-12 Instruction in writing of the intent to use the leave within one week of learning sick leave has expired.
- c. Identify the anticipated duration of the leave;
- d. Unless already advanced in that contract year, be entitled to the advancement of five (5) days sick leave;
- e. Notify the Director of K-12 Instruction in writing of whether to continue any or all insurance coverage. If coverage is to be continued, payment in the amount of the premium shall be made to the Director of K-12 Instruction on or before the 28th day of the month prior to the month the premium is due and shall continue monthly until no longer desired or the individual returns to work whichever comes first;
- f. Be entitled to return to employment in the same position held at the commencement of the leave, unless the educational goals of the district, in the judgment of the superintendent, call for a different placement;
- g. Upon return from the unpaid leave of absence, be entitled to have the Board pay the insurance coverage provided the employee works at least one-half of the scheduled work days for the month.

#### **ARTICLE XVIII - REDUCTION IN FORCE**

If state law changes the terms of ORC 3319.17 and/or other applicable changes in Ohio Law addressing reduction in force of teachers SEE APPENDIX 2

- A. Layoffs under Article XVIII should not be used in place of compliance with the provisions of Articles V (discipline) and VII (evaluation). Reductions in force may be undertaken

for the reasons set forth in Revised Code Section 3319.17. In the event of a reduction in force or territorial changes affecting the District, the following procedure shall apply:

1. Attrition

Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements, insofar as practicable, for teachers who retire or resign or whose limited contracts are not renewed.

2. Reduction Other than by Attrition

To the extent that reductions are not achieved through attrition, and circumstances permit, reductions may be achieved in accordance with the provisions of Revised Code Section 3319.17, i.e., suspension of contract. In suspending contracts within the areas of certification/licensure or specialties affected by the reduction in force, preference shall be given to teachers with greater seniority in the District. The Superintendent shall determine the specific areas of certification/licensure and the specialties, as well as the specific positions and/or work locations to be affected by the reduction in force.

Within the areas of certification/licensure affected, the contracts of limited contract teachers shall be suspended before any teachers on continuing contract, beginning with the least senior teacher on limited contract in the affected area(s) of certification/licensure. Continuing contract teachers may be subject to reduction in force only after all limited contract teachers in the same area of certification/licensure.

At least one (1) week prior to the meeting of the Board of Education where action is taken on a reduction in force, the Superintendent and/or designee shall meet with the Association President

or designee to discuss the pending reduction in force.

a. Seniority

i. Updated seniority lists shall be provided to the CPEA president by November 15<sup>th</sup> of each year. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification. If two (2) or more teachers on any seniority list have the same length of continuous service, seniority shall be determined by:

- a) the date of the Board meeting at which the teacher was hired; and then by,
- b) the date on which the teacher submitted a completed job application; and then by,
- c) total teaching experience; and finally by,
- d) the decision of the Superintendent.

- ii. Length of continuous service shall not be interrupted by authorized leaves of absence or time spent on the RIF list.

b. RIF Lists

Teachers selected for suspension of contracts shall immediately be placed on a RIF list and such list shall be given to the Association. Teachers non-renewed for reasons other than those enumerated in the opening paragraph of this section shall not appear on this list. No new teachers shall be employed by the Board while there are teachers on the RIF list who are certified/licensed for any opening.

3. Recall

A teacher whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified/licensed or becomes certified/licensed. Recall shall be offered to the most senior teacher on the recall list on a continuing contract in the affected area of certification/licensure. Once all appropriately licensed continuing contract teachers in that affected certification/licensure area have been offered an opportunity for recall, recall shall be offered to the most senior teacher in the appropriate area of certification/licensure holding limited contract on the recall list. Teachers shall be returned to active employment in the order of seniority to fill vacancies for which they are certified/licensed:

A teacher, when on a recall list, who become certified/licensed in additional areas, shall not have bumping rights over a teacher currently employed. However, said teacher will be added to the

appropriate RIF list for recall purposes in the additional certification/licensure areas.

a. Notice of Recall

If a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. If the teacher fails to accept re-employment in writing, he/she shall be deemed to have rejected the offer and shall be removed from the RIF list. Written notice of acceptance of re-employment must be postmarked within ten (10) business days from the date notification was delivered but, if notification is delivered after August 15th or during the school year, notice of acceptance must be postmarked within five (5) days of receipt of notification.

b. Time on RIF List; Status Upon Return

Each teacher shall remain on the RIF list for twenty-four (24) months from his or her last day of active service in the system, unless he or she fails to accept a recall or waives his/her recall rights to a full-time position in writing. A teacher who is recalled to regular full-time position shall be credited with sick leave accumulation and years of service for salary schedule placement he or she had prior to reduction.

c. If a teacher accepts a part-time position, he/she will still be eligible for any full-time position that becomes available for which

he/she is certified/licensed and has seniority.

4. State and Federal Law

Exceptions to preference for retention or recall based on seniority may also be made when necessary to do so in order to comply with state and federal laws regarding employment.

5. Grievance Procedure

Only the procedure by which reduction in force is carried out shall be subject to the arbitration provisions of this agreement. Thus, for example, the reasons for RIF as determined by the board are not subject to the arbitration provisions of this agreement.

6. Compliance with Law

Nothing contained herein shall abridge the Board's right to non-renew the limited contract of a teacher for reasons other than RIF in accordance with Ohio Revised Code 3319.11 or to utilize the procedures provided for in Ohio Revised Code 3319.17.

7. Where written notice is required pursuant to this section, it shall be the responsibility of the teacher to keep the Board informed of his/her current mailing address. If written notice fails for lack of a current mailing address, the Board's duty to provide notice shall be deemed satisfied.

B. The Board may reduce hourly-rated pre-school teachers' and hourly-rated tutors' days, for the reasons identified in A above as well as hours or the number of positions based on the availability of state and federal funds and number of students served. No hourly-rated pre-school teacher or hourly-rated tutor is eligible for a continuing contract.

It is understood that the length of the workday and the total number of days worked by hourly-rated pre-school

teachers and hourly-rated tutors shall be based on the needs of the District.

C. Hourly-rated pre-school teacher/Hourly-rated tutor  
Reduction in Force

1. Section A above does not apply under this section. Hourly-rated pre-school teachers and hourly-rated tutors shall have seniority and bumping rights only within their respective hourly-rated classifications. When there is a reduction in the number of tutors and/or pre-schoolers, those with the least seniority in the classification being reduced shall be the first to be laid-off.

2. RIF Lists

Any such employee laid-off shall immediately be placed on a RIF list and such list(s) shall be given to the Association. No new employee shall be employed by the Board while there are properly certificated hourly-rated individuals on a RIF list.

3. Recall

Hourly-rated individuals shall be returned to active employment within their classification in the order of seniority to fill vacancies for which they are certified.

a. Notice of Recall

If a vacancy becomes available, within the appropriate classification the Board shall recall the employee to active employment status by giving written notice to said individual. Said written notice shall be sent to the employee by registered or certified letter addressed to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If the employee fails to accept re-employment in writing, he/she

shall be deemed to have rejected the offer and shall be removed from the RIF list. Written notice of acceptance of re-employment must be postmarked within ten (10) business days from the date notification was delivered but, if notification is delivered after August 15th or during the school year, notice of acceptance must be postmarked within five (5) days of receipt of notification.

b. Time on RIF List; Status Upon Return

Each hourly-rated pre-school teacher/hourly-rated tutor shall remain on the RIF list for twenty-four (24) months from his or her last day of active service in the system. An employee who is recalled shall be credited with sick leave accumulation and years of service for salary schedule placement he or she had prior to reduction.

**ARTICLE XIX - SALARY**

A. Teacher's Salary

1. The B. A. Base Salary and Salary Schedules shall be predicated upon a base salary of \$32,977. For the 2011-12 and 2012-13 school year, a teacher shall continue on her/his same experience on the salary schedule as the teacher held during the 2010-2011 school year. Teachers may move on the educational columns.
2. There shall be like increases for hourly rated preschool teachers and hourly rated tutors.
3. Provided adequate state and/or federal funding for hourly pre-school teachers is available to the district, they shall be compensated on the teacher's salary schedule at the base training level. As soon as the administration becomes aware that funding is being withdrawn or reduced, pre-school teachers shall be returned to their hourly status.

B. Longevity Increments

1. The following longevity increments shall be effective:

18th Step      \$200.00

21st Step      \$200.00

26th Step      \$400.00

Beginning with the 2011-12 school year, no teacher shall be eligible for an additional longevity increment, provided that any such increments earned and paid through and including the 2010-11 school year shall continue to be paid.

Add the following:

Effective July 1, 2011, a member participating in the benefits programs set out in Article XX shall be paid a stipend equal to 86% of the additional monies each year the member pays to participate in the medical and prescription drug programs above the dollar level paid by the member for the 2010-11 school year. Such stipend shall be paid in equal amounts over the 26 pays of the school year. The stipend shall be included in earnings for retirement purposes for all certificated staff. The Board shall pay the employer contributions on the stipend amount.

In the event Ohio law prohibits continuation of the 0.7% STRS "pickup on the pickup" provided for in Section XIX (G), the base salary shall be increased by 0.7%

Should state law change to reduce the Board's required contribution to STRS with respect to employees while increasing required employee contributions, an amount as determined below shall be added to the individual member's annual compensation. That amount shall be equal to the

reduction in the required employer contribution less the added required employer contributions to STRS on that amount for retirement purposes. This provision is intended to insure that the Board's total expense regarding that employee's compensation and required STRS contribution is neither increased nor decreased.

2. Longevity increments shall be implemented as follows:
  - a. Normal progression through the salary schedule shall be deemed to mean movement through the schedule one step at a time as current teachers complete a year of service under a contract consisting of no less than one hundred twenty (120) days of service.
  - b. No teacher shall be eligible for longevity steps who has not already reached the maximum of the indexed salary schedule. All present teachers currently on a step of the indexed schedule shall continue to move one step at a time as described in the preceding paragraph.

C. Retirement Pay

1. Severance Pay

- a. The Board authorizes severance pay for all eligible teachers.
- b. An eligible teacher is interpreted to be a teacher who is presently employed by the Board and has earned and accumulated sick leave days. In addition, the teacher must have been accepted in his/her retirement system and approved for retirement benefits. In order to be eligible, a teacher must make application on forms provided by the Board.

- c. The Board shall provide severance pay in an amount equal to one-fourth (1/4) of the teacher's accumulated sick leave days up to a maximum accumulation of one hundred twenty (120) sick leave days.
- d. In addition, teachers who have accumulated more than one hundred twenty (120) days of unused sick leave shall be entitled to an amount equal to one-fifth (1/5) of the days accumulated over one hundred twenty (120) to a maximum of two hundred eighty five (285) days. If, upon retirement, the teacher has the maximum amount of sick leave accumulated and unused, e.g., two hundred eighty five (285) days, he/she shall receive a credit of two (2) additional days of severance pay.
- e. The daily rate of pay will be based on the teacher's final annual salary for the last completed year of service prorated on the number of work days scheduled for the teacher during the same year.
- f. No teacher shall collect severance pay more than one (1) time.
- g. In the event a teacher dies after rights have vested under the STRS, severance pay will be paid to that teacher's estate.
- h. The severance payment provided in section B.1. above will be made in full on the next succeeding January.

2. Severance Pay Deferral Plan

Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this agreement, and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the

Internal Revenue Code (the “IRC”) Covered Employees (as defined below) shall have their “Severance Pay” (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a “TSA”). This arrangement shall be referred to herein as the “403(b) Plan”.

The terms of the 403(b) Plan shall include the following:

- a. Participation in the 403(b) Plan shall be mandatory for all Covered Employees. A Covered Employee is any member who meets both of the following requirements:
  - i. The member is entitled to severance pay under Article XIX(B)(1) or Article XIX(B)(2), and
  - ii. The member’s last day of employment is after the calendar year the member attains age 54.
- b. For purposes of the 403(b) Plan, the term “Severance Pay” shall include severance pay that is a cash payment made in accordance with Article XIX(B)(1) or Article XIX(B)(2).
- c. If a retiring member is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the lesser of:
  - i. The total amount of the Participant’s Severance Pay, or
  - ii. The maximum contribution amount allowable under the terms of the 403(b) Plan.

- d. The required contribution to the 403(b) Plan shall be made at the time or times specified in Article XIX(B)(1) or Article XIX(B)(2) for the payment of the retired teacher's severance pay.
- e. To the extent that a member's severance pay exceeds the maximum amount allowable under the 403(b) Plan for the calendar year in which the payment occurs, the excess amount shall be paid in cash to the retiring teacher.
- f. A Covered Employee under the 403(b) Plan may designate any TSA that has been approved by the Board to do business in the School District. A Covered Employee also may designate that the TSA that shall be used for the 403(b) Plan shall be the existing group annuity contract of AIG VALIC. A Covered Employee under the 403(b) Plan shall complete the TSA enrollment forms or other enrollment forms required to establish the TSA; and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the Covered Employee. A successor company or companies may be selected at any time by mutual agreement of the Board and the Association.
- g. If a member is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid in cash directly to a Beneficiary the employee designated under TSA; and if there is no such designee, it shall be paid to the estate of the deceased party.

Any member who is entitled to severance pay who is not an eligible participant in the 403(b) Plan will continue to be eligible for any and all severance payments in accordance with Article XIX(B)(1) or Article XIX(B)(2). The member may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the CPEA guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a member.

D. Placement and Progression on the Salary Schedule

1. All teachers must have on file by September 15 a transcript of any course work taken in order to be properly placed on the salary schedule.
2. Teachers, including teachers new to the District, shall receive all credit on the salary schedule as outlined.
  - a. All years of teaching service in this District, with each year consisting of one hundred twenty (120) days under a teacher's contract.
  - b. All years of service in an Ohio public school and/or chartered, non-public school located in Ohio consisting of one hundred twenty (120) days under a teacher's contact.
  - c. All years of military service up to five (5) years. (For purposes of calculation, a particular year of active military service of eight [8] continuous months or more in the

armed forces shall be counted as a full year.)

- d. Years of service shall be the sum of all years of service in sub-paragraphs a, b and c above, except that a new teacher shall receive full credit for years earned up to a total of ten (10) years, consistent with Section 3317.14 of the Ohio Revised Code. Years earned beyond ten (10) years shall be credited at the discretion of the Board. Credit verification of experience and military service must be provided by the applicant.
- e. Members on leaves of absence shall be granted credit as follows:
  - i. Teachers on approved leaves of absence returning to the system are placed on the step of the salary schedule for which they qualify by reason of training and experience, including experience prior to original employment with the District and that which has been acquired in the District.
  - ii. Teachers do not accrue days of service for advancement on the schedule while on leave; however, any additional training obtained during a leave of absence would be applied for salary credit upon the return of the teacher.
- f. Teachers who return after resigning shall be granted credit as follows:
  - i. Any teacher who resigns and does not work for any other educational institution in the intervening period shall, upon re-employment, be returned to the salary schedule in

the same manner as the teacher returning from a leave of absence.

- ii. Any teacher who resigns and is subsequently employed by another educational institution is, upon re-employment, considered a teacher “new” to the District.
  
- g. Teachers shall be placed on the step for which their years of service qualify them. No one shall receive a salary lower than he/she is presently receiving. Personnel eligible for longevity increments shall receive them.
  
- h. Annual increments are earned if teacher works 120 days during preceding year.
  
- i. Each teacher shall be fully credited with placement in the appropriate academic training level column on the salary schedule with years of service credited.
  
- j. Hours taken at a state recognized four (4) year college or university for progression on the salary schedule below the Master’s level may be either graduate or undergraduate credits.
  
- k. Hours taken at a two-year college and/or Technical College will be acceptable if accepted by the State Department of Education for certification, validation, and endorsement. This provision is effective for courses completed after July 1, 1988.
  
- l. To be credited at the BA/BS 150 and Masters Degree level on the salary schedule, hours earned must lead to new certification in education whether or not that certification is ever received, or a Master’s

Degree in education, or be in the subject area of the teacher's certification.

- m. Hours earned following the MA shall be graduate credits earned following the receipt of the MA. Hours taken may be part of a graduate program leading to new certification in education or to an advanced degree in education, or be in the subject area of the teacher's certification. Approved workshops may also be applied for movement on the salary schedule.
  - i. For purposes of this article, when the Director of K-12 Instruction receives official notification from a state recognized, four-year college or university that a teacher has satisfactorily completed all course work required to complete the master's degree as provided in paragraph j. above, the master's degree will be deemed to have been conferred as of the date of receipt of the notification by the Director of K-12 Instruction.
  - ii. Hours earned following the completion of the course work which qualify the teacher for a master's degree shall be those as set forth in paragraph m. above in order to qualify for progression on the salary schedule.
  - iii. In the event that a master's degree is not subsequently conferred upon the teacher by the college or university sending the notice as set forth above, or in the event that the master's degree is conferred upon the teacher based upon hours

earned other than as indicated in the notice, then the teacher's placement upon the salary schedule will be corrected not later than one year from the date of the notice to reflect the actual degree status of the teacher. In the event that the correction set forth in the preceding sentence is made, then the affected teacher will indemnify and repay to the Board of Education any overpayment of salary received by the teacher as the result of his/her placement upon the master's level of the salary schedule. If appropriate, the Treasurer and a teacher may enter into an agreement for periodic salary deductions to repay the funds to the District.

3. Non-Degreed Career and Technical Education Teachers (includes teachers with a degree outside of the Career and Technical Education teaching field)

Career and Technical Education Teachers Working Under a Teaching Certificate

- a. Five (5) years of work experience in the occupational field for which certification is granted, shall be equated with four (4) years of college preparation by the regular teacher. Credit may be granted on the salary schedule for work experience beyond the five (5) years. Work experience in the area of certification or college credits beyond the entry requirements will be evaluated by the Department of Career and Technical Education and the Director of K-12 Instruction.

- b. The non-degreed Career and Technical Education teacher shall qualify for the BS with the 150 hours classification after the receipt of the provisional certificate, including proof of twenty-four (24) semester hours of college work in an approved vocational college program.
- c. When the non-degreed Career and Technical teacher receives the professional certification as prescribed by the State Department of Career and Technical Education, the teacher will be placed on the MA scale in the next beginning effective contract, provided they have been in the system for three (3) years.
- d. When a non-degreed Career and Technical Education teacher receives the permanent vocational certificate as prescribed by the State Department of Career and Technical Education, the teacher would qualify for MA +16 and be placed on that schedule the next effective contract date.

Career and Technical Education Teachers working under a Teaching License

- a. Five (5) years of work experience in the occupational field for which licensure is granted shall be equated with four (4) years of college preparation by the regular teacher. Credit may be granted on the salary schedule for work experience beyond the five (5) years. Work experience in the area of licensure or college credits beyond the entry requirements will be evaluated by the Department of Career and Technical Education and the Director of K-12 Instruction.

- b. The non-degreed Career and Technical Education teacher shall qualify for the BS with the 150 hours classification after the receipt of the provisional license.
- c. Upon the completion of an additional thirty (30) semester hours after placement on the BA/BS 150 step, the non-degreed Career and Technical Education teacher will be placed on the MA scale in the next beginning effective contract, provided they have been in the system for three (3) years.
- d. Upon completion of an additional sixteen (16) semester hours after placement on the MA/MS level, the non-degreed Career and Technical Education teacher would qualify for MA +16 and be placed on that schedule the next effective contract date.

Degreed Career and Technical Education Teachers Working Under Either a Certificate or License.

Degreed Career and Technical Education teachers should follow the same procedure on salary schedule placement as required of all other teachers.

All Career and Technical Education teachers shall qualify for the MA +32 and PH. D. classifications when training levels include those degrees respectively.

- E. Extra Duty Allowance Schedule shall be as set forth in Exhibit D.
- F. STRS Pickup

The Board will continue its STRS program for bargaining unit member contributions to STRS.

G. STRS Pick-Up Without Reduction

The Board agrees to pick-up (assume and pay) .7% of the employees' share of retirement to the State Teachers' Retirement System (STRS) under the following terms and conditions:

1. Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.
2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
3. The Board shall pay the member and employer contributions on the picked-up amount.
4. The pick-up shall apply to all compensation including supplemental earnings.

**ARTICLE XX - INSURANCE/FRINGE BENEFITS**

The Board of Education shall provide insurances as set forth in The Stark County Schools Council of Governments (COG) Health Benefit Plan. Members of the bargaining unit who participate in the fringe benefit program set forth below shall contribute, via payroll deduction, 10.00% of the premium, increasing to 12.0% of the premium effective July 1, 2012. Premium contributions shall not be required in months where there is a premium holiday.

Bargaining unit members who are hourly employees enrolled in the District's insurance programs as of June 30, 2003, if reemployed, shall continue to be eligible for insurance benefits. Hourly employees employed on or after July 1, 2003 and prior to July 1, 2011, shall be eligible to participate in the District's insurance programs if scheduled to work 25 or more hours per week.

Subject to the foregoing, in order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

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

Coverage Overview: See Plan Booklet for more detailed coverage information.

Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on January 1, 2003.

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

Preferred Provider – Doctors/Hospitals

1. Parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
3. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office.
4. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 3, herein.

### Preferred Provider – Prescription Drugs

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

1. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton Office.
5. The duration of this provision shall be from July 1, 1995, and thereafter as agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the Canton OEA office.
6. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
7. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

### Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems

and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

Early Retirement Incentive

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

Plan description (summary only):

A. DENTAL:

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

Lifetime maximum:  
\$1200/per individual

B. MEDICAL:

Maximum Benefits	Unlimited
Deductible	\$100/individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	<u>In Network:</u> 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.  <u>Out of Network:</u> 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
Out-Patient Psychiatric/ Substance Abuse	80% UCR up to 15 visits (30 visits if in Network PPO) per person per year.
In-Patient Psychiatric/ Substance Abuse	31 days per person, per year

Preventative – Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered

expense (unless found by a physician to be necessary more often).

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

Diabetic Management Programs – will be part of all PPO programs.

Well Baby Care - \$1,000

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

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

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

C. VISION:

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

Specifications

1. Eye Examinations – One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided

for each person covered under the program. The maximum payment is \$40 per exam.

2. Lenses – One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

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

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

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

3. The allowance for medically necessary contact lenses will be paid only if:
- a) The lenses are necessary following cataract surgery;
  - b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;

- c) The lenses are necessary for the treatment of anisometropia or Keratoconus.
4. Frames – One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

- 1. Services for which vision care coverage does not provide benefits include:
  - a) Sunglasses, whether or not requiring a prescription.
  - b) Drugs or medications.
  - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
  - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
  - e) Orthoptics or vision training
  - f) Aniseikonic lenses
  - g) Coated lenses
- 2) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.

- 3) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

D. Life insurance:

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each teacher.

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

E. Insurance for hourly paid employees

Hourly-rated pre-school teachers or hourly-rated tutors currently employed and enrolled in the District's insurance programs are entitled to the insurance coverage provided in this contract on a pro-rata basis determined by the number of hours worked divided by 1341 hours. If reemployed, the hourly rated pre-school teachers and tutors, as described herein, shall continue to be eligible for insurance benefits on a pro-rata basis.

F. Employee Assistance Plan/Zero-Tolerance-Drug Free Workplace

The Board shall continue to provide an Employee Assistance Program to which the Superintendent, under appropriate circumstance, may refer an employee. The Board policy detailing the purpose and means for implementing the plan is attached as a revised Exhibit E.

G. Section 125- Tax Shelter

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

**ARTICLE XXI - SCHOOL BASED DECISION  
MAKING/EDUCATIONAL OPTIONS**

Where the administration and the staff of a particular building agree on a school based decision making plan, and/or educational option for their building and, after submission of the plan in writing to the CPEA Executive Committee and the Superintendent they agree, provisions of this contract which are in conflict with the plan are, without more expressly waived as to this contract and of no effect as to that building for the agreed time period.

**ARTICLE XXII - WAIVER OF NEGOTIATIONS**

The Board and the Association acknowledge that during negotiations resulting in this Contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Contract, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Contract.

**ARTICLE XXIII - NO STRIKE CLAUSE**

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action for the term of this Agreement.

**ARTICLE XXIV - ENTIRE AGREEMENT CLAUSE**

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

**ARTICLE XXV - EQUAL OPPORTUNITY CLAUSE**

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

**ARTICLE XXVI- CONFLICT WITH LAW**

If any provision of this Contract, or any application of the provisions of this Contract, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreements shall be inoperative but the remaining provisions hereof shall remain in effect.

**ARTICLE XXVII - NEGOTIATIONS RESULTING FROM  
RESTRUCTURING**

In the event a restructuring proposal is adopted by CPEA and the Board of Education during the life of this contract, any impacted contract articles will be reopened for negotiations.

**ARTICLE XXVIII - DURATION OF CONTRACT**

This Contract shall become effective July 1, 2011 and shall continue in full force and effect until midnight June 30, 2013.

**PROTOCOL FOR MOVING TEACHER  
AFTER THE SCHOOL YEAR HAS BEGUN**

Notify teacher of new assignment.

Day 1:

Tell the parents and students that are affected through appropriate letters (parents get a letter from Principal and Director of K-12 Instruction.)

A substitute is provided for the transferred teacher and the teacher receiving the students. This time will be spent planning and separating the students to be moved. Classroom instruction will not be interrupted, as the substitute will provide instruction.

The teacher being moved will have an opportunity to visit the new school on this day and begin packing when the students are not in the room.

Day 2:

The transferred teacher will have time to pack and help with the transition of moving his/her students to the new classroom(s).

Day 3:

The children will begin their first day with the new teacher. This gives the transferred teachers time to pack the room up. Boxes will be provided.

Day 4:

The transferred teachers' items to be moved will be today. Extra custodians and a truck or a moving company will move items to the new school. The transferred teacher will have an opportunity to go to the new school to begin to plan for the new assignment.

Day 5:

The transferred teacher can unpack and plan for the new classroom. The staff can meet the new teacher. The new teacher will plan when he/she will meet the parents of the students. The students will begin in their new class the following day.

**REDUCTION IN FORCE**

If state law changes the terms of ORC 3319.17 and/or other applicable changes in Ohio Law addressing reduction in force of teachers in this APPENDIX 2

Then the following shall become effective upon:

- A. The effective date of state law changing the terms of ORC 3319.17 and/or other applicable changes in Ohio law addressing reduction in force of teachers, and

approval of the rubric for layoff of teachers by both the CPEA Executive Leadership Team and the Board of Education.

Until that point the provisions of Article XVIII set out in the 2008-11 contract shall continue in full force and effect.

1. A committee composed of 4 administrators appointed by the Superintendent and 4 teachers appointed by the CPEA President shall be named by June 15, 2011. The committee shall be charged with developing a recommended rubric to be used in identifying those teachers who would be selected for lay off in the event of a reduction in force. The factors for the Rubric shall include but are not limited to teaching evaluations, years of service in the District, attendance rate, and such other factors as the committee believes reflect quality teaching performance.
2. The committee shall work to place a quantitative value on each factor and to weight the different factors according to their relative impact on the education of students.
3. The rubric shall be implemented in connection with layoffs implemented on and after March 1, 2012, subject to the following conditions:
  - a. If State law addressing the reduction in force of teachers has become effective on or before July 1, 2012 and

- b. If the rubric is approved by both the Board and the CPEA Executive Leadership Team.
  4. If the committee is unable to reach agreement on a recommendation for a layoff rubric by January 15, 2012, or if the recommended rubric is not approved by either the Board or the CPEA Executive Leadership Team by January 31, 2012, the entire agreement shall expire effective July 1, 2012.
  5. The committee may modify the rubric on an annual basis with the approval of the CPEA President and the CPEA Executive Leadership Team and the Superintendent and the Board of Education. If there is no agreement the rubric shall continue without change.
- B. Layoffs under Article XVIII should not be used in place of compliance with the provisions of Articles V (discipline) and VII (evaluation). Reductions in force may be undertaken for the reasons set forth in ORC 3319.17.

In the event of a reduction in force or territorial changes affecting the District, the following procedure shall apply:

1. Attrition

Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements, insofar as practicable, for teachers who retire or resign or whose limited contracts are not renewed.

2. Reduction Other than by Attrition

To the extent that reductions are not achieved through attrition, and circumstances permit, reductions may be achieved by suspension of contract through application of the rubric. The Superintendent shall determine the specific areas of certification/licensure and the specialties, as well as the specific positions and/or work locations to be affected by the reduction in force.

At least one (1) week prior to the meeting of the Board of Education where action is taken on a reduction in force, the Superintendent and/or designee shall meet with the Association President or designee to discuss the pending reduction in force.

a. Seniority

i. Updated seniority lists shall be provided to the CPEA president by November 15<sup>th</sup> of each year. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification. If two (2) or more teachers on any seniority list have the same length of continuous service, seniority shall be determined by:

- a) the date of the Board meeting at which the teacher was hired; and then by,
- b) the date on which the teacher submitted a completed job application; and then by,
- c) total teaching experience; and finally by,
- d) the decision of the Superintendent.

- ii. Length of continuous service shall not be interrupted by authorized leaves of absence or time spent on the RIF list.

The layoff and recall of members shall be determined by application of the rubric approved by CPEA and the Board referenced in paragraphs 1 through 4 above. The completed rubrics shall be available for review fourteen calendar days prior to the effective date of the layoff. A member shall be considered for retention and/or recall in all areas of licensure held by that member based on application of the rubric.

A teacher shall not be selected for layoff based on race, color, national origin, citizenship status, sex, sexual orientation, economic status, age, disability, military status or ancestry.

b. RIF Lists

Teachers selected for suspension of contracts shall immediately be placed on a RIF list and such list shall be given to the Association. Teachers non-renewed for reasons other than those enumerated in the opening paragraph of this section shall not appear on this list. No new teachers shall be employed by the Board while there are teachers on the RIF list who are certified/licensed for any opening.

3. Recall

Recall shall be offered to the last teacher chosen for layoff in that area of licensure based on application of the rubric. A teacher, when on a recall list, who holds licensure in one or more other areas or who becomes certified/licensed in additional areas, shall not have bumping rights over a teacher currently employed but shall be added to the appropriate RIF list for recall purposes in the additional certification/licensure areas based on application of the rubric. Upon recall the teacher

shall return with the contract status that they held at the time of the RIF.

a. Notice of Recall

If a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. If the teacher fails to accept re-employment in writing, he/she shall be deemed to have rejected the offer and shall be removed from the RIF list. Written notice of acceptance of re-employment must be postmarked within ten (10) business days from the date notification was delivered but, if notification is delivered after August 15th or during the school year, notice of acceptance must be postmarked within five (5) days of receipt of notification.

b. Time on RIF List; Status Upon Return

Each teacher shall remain on the RIF list for twenty-four (24) months from his or her last day of active service in the system, unless he or she fails to accept a recall or waives his/her recall rights to a full-time position in writing. A teacher who is recalled to regular full-time position shall be credited with sick leave accumulation and years of service for salary schedule placement he or she had prior to reduction.

c. If a teacher accepts a part-time position, he/she will still be eligible for any full-time position that becomes available for which he/she is certified/licensed and has seniority.

4. State and Federal Law

Exceptions to preference for retention or recall based on seniority may also be made when necessary to do so in order to comply with state and federal laws regarding employment.

5. Grievance Procedure

Only the procedure by which reduction in force is carried out shall be subject to the arbitration provisions of this agreement. Thus, for example, neither the reasons for RIF as determined by the board nor the teachers selected for layoff or recall based on application of the rubric are subject to the arbitration provisions of this agreement.

6. Compliance with Law

Nothing contained herein shall abridge the Board's right to non-renew the limited contract of a teacher for reasons other than RIF in accordance with Ohio Revised Code 3319.11.

7. Where written notice is required pursuant to this section, it shall be the responsibility of the teacher to keep the Board informed of his/her current mailing address. If written notice fails for lack of a current mailing address, the Board's duty to provide notice shall be deemed satisfied.

B. The Board may reduce hourly-rated pre-school teachers' and hourly-rated tutors' days, for the reasons identified in A above as well as hours or the number of positions based on the availability of state and federal funds and number of students served. No hourly-rated pre-school teacher or hourly-rated tutor is eligible for a continuing contract.

It is understood that the length of the workday and the total number of days worked by hourly-rated pre-school teachers and hourly-rated tutors shall be based on the needs of the District.

C. Hourly-rated pre-school Teacher/

Hourly-rated Tutor Reduction in Force

1. Section A above does not apply under this section. Hourly-rated pre-school teachers and hourly-rated tutors shall have seniority and bumping rights only within their respective hourly-rated classifications. When there is a reduction in the number of tutors and/or pre-schoolers, those with the least seniority in the classification being reduced shall be the first to be laid-off.

2. RIF Lists

Any such employee laid-off shall immediately be placed on a RIF list and such list(s) shall be given to the Association. No new employee shall be employed by the Board while there are properly certificated hourly-rated individuals on a RIF list.

3. Recall

Hourly-rated individuals shall be returned to active employment within their classification in the order of seniority to fill vacancies for which they are certified.

a. Notice of Recall

If a vacancy becomes available, within the appropriate classification the Board shall recall the employee to active employment status by giving written notice to said individual. Said written notice shall be sent to the employee by registered or certified letter addressed to the employee's last known address. It shall be the responsibility of each employee to notify the Board of any change in address. If the employee fails to accept re-employment in writing, he/she shall be deemed to have rejected the offer and shall be removed from the RIF list. Written notice of acceptance of re-

employment must be postmarked within ten (10) business days from the date notification was delivered but, if notification is delivered after August 15th or during the school year, notice of acceptance must be postmarked within five (5) days of receipt of notification.

b. Time on RIF List; Status Upon Return

Each hourly-rated pre-school teacher/hourly-rated tutor shall remain on the RIF list for twenty-four (24) months from his or her last day of active service in the system. An employee who is recalled shall be credited with sick leave accumulation and years of service for salary schedule placement he or she had prior to reduction.

**CANTON CITY BOARD OF EDUCATION**

**SALARY SCHEDULE**

Base: \$32,977

Step	Non-Degree	BA/BS	BA/BS 150	MA/MS	MA/MS + 16	MA/MS + 32	PHD	
1	0.87	\$28,690	1.05	\$34,626	1.15	\$37,923	1.25	\$41,221
2	0.9	\$29,679	1.08	\$35,615	1.19	\$39,242	1.3	\$42,870
3	0.94	\$30,998	1.06	\$36,934	1.24	\$40,891	1.36	\$44,849
4	0.97	\$31,988	1.1	\$38,253	1.29	\$42,540	1.42	\$46,827
5	1	\$32,977	1.14	\$39,902	1.35	\$44,519	1.49	\$49,136
6	1.04	\$34,296	1.19	\$41,551	1.41	\$46,497	1.56	\$51,444
7	1.08	\$35,615	1.24	\$43,529	1.48	\$48,806	1.64	\$54,082
8	1.12	\$36,934	1.3	\$45,508	1.55	\$51,114	1.72	\$56,720
9	1.17	\$38,583	1.36	\$47,816	1.63	\$53,752	1.81	\$59,688
10	1.17	\$38,583	1.43	\$50,125	1.71	\$56,390	1.9	\$62,656
11	1.17	\$38,583	1.5	\$52,763	1.8	\$59,358	2	\$65,954
12	1.17	\$38,583	1.58	\$55,401	1.89	\$62,326	2.1	\$69,251
13	1.17	\$38,583	1.66	\$58,369	1.98	\$65,294	2.2	\$72,549
18	\$200	\$38,763	\$200	\$58,569	\$200	\$65,494	\$200	\$72,749
21	\$200	\$38,983	\$200	\$58,769	\$200	\$65,694	\$200	\$72,949
26	\$400	\$39,363	\$400	\$59,169	\$400	\$66,094	\$400	\$73,349

Effective July 1, 2011

**SUPPLEMENTAL SALARY SCHEDULE**

Scale	Activity	Rank	Level	Index		
				1-3 yrs	4-6 yrs	7+ yrs
01	Athletic Manager		HS	.25	.255	.26
02	Football	Head	HS	.24	.245	.25
03	Basketball	Head	HS	.23	.235	.24
04	Equipment Manager		HS	.22	.225	.23
	Athletic Trainer		HS			
	*Faculty Manager		MS			
05	Baseball	Head	HS	.17	.175	.18
	Basketball	Asst.	HS			
	Football	Asst.	HS			
	Gymnastics	Head	HS			
	Soccer	Head	HS			
	Softball	Head	HS			
	Swimming	Head	HS			
	Track	Head	HS			
	Volleyball	Head	HS			
	Wrestling	Head	HS			
	Speech & Debate	Head	HS			
	Summer Band	Head	HS			
	Music Manager		K-12			
	Split-Class		Elem			

Scale	Activity	Rank	Level	Index		
				1-3 yrs	4-6 yrs	7+ yrs
06	Band	Head	HS	.11	.115	.12
	Baseball	Asst.	HS			
	Cross Country	Head	HS			
	Cheerleaders	Head	HS			
	Diving	Head	HS			
	Football		MS			
	Golf	Head	HS			
	Gymnastics	Asst.	HS			
	Soccer	Asst.	HS			
	Softball	Asst.	HS			
	Swimming	Asst.	HS			
	Tennis	Head	HS			
	Track	Asst.	HS			
	Volleyball	Asst.	HS			
	Wrestling	Asst.	HS			
Speech & Debate	Asst.	HS				
Academic Challenge	Head	HS				
07	Basketball		MS	.10	.105	.11
	Cross Country	Asst.	HS			
	Cross Country	Head	MS			
	Tennis	Asst.	HS			
	Track		MS			
	Volleyball		MS			
	Wrestling		MS			
	Vocal Music	Head	HS			
	Yearbook	Head	HS			
	Newspaper		HS			
	Sr. Class Advisor		HS			
	Soccer		MS			
08	Cheerleaders	Head	MS	.08	.085	.09
	Dramatics		HS			
	Cross Country	Asst.	MS			

Scale	Activity	Rank	Level	Index		
				1-3 yrs	4-6 yrs	7+ yrs
09	Band	Asst.	HS	.06	.065	.07
	Summer Band	Asst.	HS			
	Bldg. Dept. Chair		HS/MS			
	School Psychologist					
	Spec. Ed. Res. Tchr					
	City Wide Dpt. Chair		HS/MS			
	City Wide Dpt. Chair		Elem			
	Dramatics		MS			
	Chemical Intervention		MS			
	Curriculum Specialist		K-12			
	Team Leaders		MS			
	Team Leaders		FA			
	Spec. Ed. Bldg. Chair		HS/MS			
	PAR Consultants					
10	Newspaper		MS	.05	.055	.06
	Yearbook		MS			
	Majorette Advisor					
11	Band Director		MS	.04	.045	.05
	Vocal Music		MS/Elem			
	Academic Challenge		MS			
	Chess Club		HS/MS			
	Instrumental Music		Elem			
12	Safety Supervisor		MS/Elem	.02	.025	.03
	Patrol					
	Student Council		HS/MS			
	Jazz Band		HS/MS			
	IAT Chair		Elem			

Nature's Classroom - \$75/overnight

Any assigned duty or position which requires regular meetings beyond the contractual school day may be paid a stipend in one installment at the completion of the assignment upon receipt by the Director of K-12 Instruction of a letter from the building principal. Each building principal shall be allocated an amount based upon a percentage of the BA Step 1 as shown below for his/her respective building. The negotiated CPEA Principal Building Stipend Fund shall be shown in each principal's budget. Certified staff must be informed of all programs compensated by the Building Stipend Fund and given an opportunity to run or establish the program (if qualified) before the position(s) is offered to a non-bargaining unit member. Principals must provide a written report to their staff of how the Building Stipend fund was spent by May 15th of each year.

Category I	=	High Schools	.12
Category II	=	Middle Schools (6-7-8)	.10
Category III	=	Elementary Schools (K-6)	.09
Category IV	=	Middle Schools (7-8)	.08
		Elementary Schools (K-5)	.08
		Special Program: Early College High School	.08
Category V	=	Early Childhood Kindergarten Center	.04

Those teachers now receiving special education class stipends for \$350 per year, and those receiving special education resource stipends of \$500 per year, will continue to receive said stipend.

Middle school faculty managers are responsible for coordinating intramurals in their building.

A Standing Committee, co-chaired by the Director of K-12 Instruction and the CPEA's Chairperson for Stipends, shall be formed to evaluate and discuss all non-athletic stipend positions, and requests. The committee shall be composed of no more than

eight (8) members equally divided between CPEA and the administration. This committee shall meet a minimum of twice per year.

In selecting personnel to receive supplemental contracts for stipends, the Board shall consider certified personnel who apply and are qualified for the position. The Board has sole authority to determine who is qualified and to make the final selection.

#### Supplemental Duty Positions - Experience Step

1. Individuals employed under supplemental contracts will be paid according to placement on the supplemental duty schedule based upon the following factors:
  - a. "Years of experience" means years of experience in the Canton City Schools at a particular supplemental duty position and can be non-consecutive.
  - b. Years of experience do not accumulate except within a particular supplemental position. All individuals will be placed on the experience step which correlates to their total years of experience at that particular supplemental duty position.
  - c. Movement from a position of lesser to greater responsibility (e.g., assistant coach to head coach) will place that individual Step One (1) of the salary index for the new position.
  - d. If an individual moves from a position of greater to lesser responsibility within the same sport (i.e. varsity football coach to assistant football coach) the years of experience shall be carried over.
  - e. Compensation will be the B.A. base salary in effect at the beginning of the supplemental duty contract year multiplied by the index for the position.

The Board has sole authority for establishing the positions for supplemental contracts and for determining those supplemental positions which are to be filled or eliminated.

\*Without coaching duties. The stipend will drop 2% for each sport coached.

Building stipend fund:

Monies in a building stipend fund that are unused shall be returned to the general fund at the close of the school year.

**ZERO TOLERANCE/DRUG-FREE WORKPLACE**Principles:

1. The Board believes the abuse or illegal use of drugs is a national problem that seriously affects every worker. It adversely affects users, their families and friends and it also presents a threat to employers and employees in the workplace.
2. The Canton City School District is committed to providing a safe work environment, and fostering the health and well being of our employees. The abuse and illegal use of drugs jeopardizes this commitment and undermines our capacity to serve our students and community.
3. Therefore, the Board has developed this Drug-Free Workplace Policy, which we believe will best serve the interests of our employees, students and community. This policy is based upon our belief that our schools must be an environment free from the effects of drug abuse.
4. The Board also recognizes that if unattended, serious personal problems can adversely affect all aspects of a person's life, including the person's ability to effectively perform his or her job duties.
5. Therefore, early detection and treatment of serious personal problems are mutually beneficial to the employee and to Canton City Schools. The Board is committed to helping all regular employees through its Employee Assistance Program (EAP).
6. All employees are encouraged to become familiar with the policy. If there are any questions about the policy, please contact the Director of K-12 Instruction.

Procedures:

1. A drug-free awareness program will be established to inform employees about:
  - a. the dangers of drug abuse;
  - b. the Board's commitment to maintaining a drug-free workplace;
  - c. information concerning the EAP; and
  - d. the penalties that may be imposed upon employees for drug abuse violations.
2. All staff members have a responsibility to make themselves familiar with, and abide by the laws of the State, the policies of the Board, the district-wide administrative regulations designed to implement them, and any collective bargaining obligations.
3. All employees are prohibited from the unlawful manufacture, distribution, dispensation, purchase, possession or use of a controlled substance in the workplace or on the job, or elsewhere.
4. All employees are prohibited from reporting to work or working under the influence of a controlled substance other than a prescription drug or nonprescription medication as described in paragraph 5 below and provided neither the prescription drug nor nonprescription medication interferes with the employee's ability to perform his/her job.
5. The possession and use of prescription or non-prescription medications are permissible, provided they are possessed and used for their intended purpose in accordance with a lawful prescription or consistent with standard dosage recommendations.
6. Employees are required to notify Canton City Schools (Director of K-12 Instruction) of any criminal drug statute conviction or guilty plea no later than five days after such conviction or plea.
7. The EAP provides confidential assessment, referral and short-term counseling for employees who need it or request it in

overcoming work-related and personal problems associated with drug use, alcohol use or other problems.

8. The Board encourages its regular employees to voluntarily seek assistance, on a confidential basis, through the EAP if drug use is a problem. A conscientious effort to utilize the EAP will not, by itself, jeopardize an employee's job. Utilization of the EAP, however, is not a means of avoiding the Canton City School District's standard disciplinary procedures. The Board expressly reserves the right to discipline employees, up to and including termination.
9. If an EAP referral to a treatment provider outside the EAP is given, the cost may be covered by the employee's medical insurance; if not, the cost of such outside services is the employee's responsibility.
10. It is a condition of employment that employees abide with the terms of this policy. Violation of these terms may result in termination of employment.

**DIRECT DEPOSIT**

A bargaining unit member can select direct deposit with only one financial institution and the total net pay will be electronically transmitted to one designated account. The bargaining unit member is responsible for making arrangements with his/her financial institution for any distribution of funds to other accounts from the designated accounting.

**COMPREHENSIVE COLLABORATIVE AGREEMENT**

(Effective April 1, 1994)

AGREEMENT

among the

Canton Local Board of Education/Canton Local Education Assn  
Canton City Board of Education/Canton Professional Educators Assn  
Jackson Local Board of Education/Jackson Memorial Education Assn  
Lake Local Board of Education / Lake Local Education Association  
N. Canton City Board of Education/North Canton Education Assn  
Plain Local Board of Education / Plain Local Teachers Association

WHEREAS, the above named Boards of Education and Associations desire to participate in a Comprehensive Collaborative Program(s) to offer their students enhanced educational opportunities; and

WHEREAS, a Collective Bargaining Agreement exists between each of the Boards and the respective Associations, governing various terms and conditions of employment for the district employees; and

WHEREAS, the institution of these programs may change and/or affect certain of these terms and conditions of employment; and

WHEREAS, the parties desire to change certain terms and conditions of employment to facilitate the implementation of these programs; and

WHEREAS, this Agreement is being entered into by the parties in accordance with the provisions of their respective individual collective bargaining agreements, which permit the amendment and modification of those agreements;

NOW THEREFORE, the parties agree to the following:

1. An Oversight Committee shall be created. Each Association shall have, on the Oversight Committee, one (1) representative. Each of the Superintendents shall also be members. If an individual is unable to serve, the respective Association or Board shall name the replacement. The OEA Labor Relations Consultant for the respective Association shall be a non-voting member of the Committee.

The Committee shall meet to discuss issues and review decisions regarding any programs that are established pursuant to this Agreement. The Committee shall have the authority to tentatively

agree to mid-term modifications in the collective bargaining agreements between each participating Association and Board of Education. Final in-term modifications of any collective bargaining agreement shall be subject to ratification by the individual on the Oversight Committee who represents the affected Association and Board.

The Committee also may agree to in-term modifications of this Agreement. Any such modifications must be the result of a majority vote of all of the Superintendents and a majority vote of all of the Association representatives on the Committee.

Any such modifications of collective bargaining agreements and/or of this Agreement, must be directly related to, and necessary to implement collaborative programs established pursuant to this Agreement.

2. A long-term non-certified instructor assigned to a Collaborative Program must begin working toward appropriate teacher certification.

Long-term shall be defined as an instructor who is employed for thirty (30) hours or more per week for more than two (2) years.

3. The remaining provisions of the individual collective bargaining agreements shall remain in effect unless otherwise changed by the terms of this Agreement or by negotiations for a successor contract between that individual Association and its respective Board of Education.
4. No member of the bargaining unit of any of the Associations will be laid off for the 1993-94 school year, due to the institution of collaborative program(s).
5. In the event that it becomes necessary to reduce the number of positions in a participating district after the 1993-94 school year, due to the establishment or implementation of a Collaborative Program, the following reduction and recall procedures shall apply:
  - a. If the establishment and implementation of a Collaborative Program may result in the reduction of a position in a participating school district, the proposed reduction shall first be reviewed by the Oversight Committee.
  - b. A teacher assigned to a position that is proposed for elimination, as a result of the establishment or implementation of a collaborative program, shall first

exercise any right of displacement (hereinafter referred to as “bumping”) he may have in his employing school district (hereinafter referred to as the “home” district).

- c. Such teacher shall first bump a non-collaborative program teacher pursuant to the terms of the home district’s collective bargaining agreement. If the teacher cannot bump a non-collaborative program teacher, the teacher may bump a collaborative program individual employed by the teacher’s home district if the teacher possesses qualifications that are equal to the collaborative program individual. The determination as to equality of qualifications shall be made by the Superintendents on the Oversight Committee after review with the entire Committee.
- d. If a teacher assigned to a position proposed for elimination is not able to bump a teacher in his home district, the teacher shall be placed on a recall list in all his areas of certification in all the school districts that are participating in this Agreement. The teacher shall be placed on the recall lists in accordance with his seniority.

For purposes of this Agreement, seniority shall be defined as the teacher’s length of continuous service from his initial date of hire with his home district. Approved leaves of absence granted a teacher shall not cause a break in continuous service for purposes of determining seniority under this Agreement. However, such leaves of absence shall not be counted toward continuous years of service for seniority purposes under this Agreement.

- e. If a teacher is recalled by a participating district, other than his home district, he shall be given the same credit for years of service for salary schedule and seniority purposes as if he were recalled by his home district.

Such teacher shall be assigned to (employed by) the recalling district only until such time as his home district has an opening for which the teacher is eligible. When such an opening occurs, the teacher will be assigned to (re-employed by) his home district with no break in seniority and with placement on the home district’s salary schedule for all years of service in his home district, and all years of service, or fractions thereof, in the district to which he was originally recalled.

- f. If the district recalling the teacher and the recalled teacher agree that the teacher should remain an employee of the recalling district, the teacher's home district shall be so advised and the teacher shall be considered an employee of the recalling district. Such teacher shall relinquish his employment rights in his home district. Other than for salary schedule purposes, the teacher's seniority in his home district shall not be carried to the recalling school district.
  - g. After all "bumping" has occurred under this section, the individuals that are to be reduced shall be accorded the same recall rights as identified herein.
  - h. The recall list under this Section shall be maintained for three (3) years and shall survive the expiration of this Agreement or any collective bargaining agreement between an Association and an employing board of education.
6. A procedure will be developed to solicit ideas and suggestions on potential collaborative programs from teachers in each of the districts. Once programs have been selected, appropriate staff will be involved in the development of the program(s). These procedures will be reviewed with the Oversight Committee.
7. Management retains the right to select staff for the Collaborative Programs under the following guidelines:
- a. Prior to posting, management will determine qualifications for the position.
  - b. Vacancies shall be announced, in writing, to the district's staff and held open for at least five (5) weekdays. The five (5) day waiting period may be waived by a majority vote of the Superintendents where, due to unusual circumstances, a delay in filling a position might have a detrimental effect on the program.
  - c. All qualifications being equal, a currently employed certified member shall be assigned over a certified individual not currently employed by one of the districts or a non-certified employee.
  - d. Prior to staffing assignments, the Oversight Committee will meet and management will review proposed assignments

and the rationale for such. The final decision on staff assignments and qualifications rests with management.

8. Certified individuals who are proposed for hire into a collaborative program, and who are not employees of a participating school district shall be hired by, and become employees of, a participating district.
9. Evaluation of teachers in this program shall be done by an individual(s) employed by one of the districts who is a party to this Agreement. The evaluator must be qualified to evaluate under 3319.111 O.R.C. The evaluation procedure shall be reviewed and approved by the Oversight Committee.
10. Length of year, day and evaluation procedures may vary for teachers assigned to a Collaborative Program(s) from that contained in this home district's collective bargaining agreement. Such decisions may be reviewed by the Oversight Committee.
11. The expiration of the collective bargaining agreement of any party to this Agreement shall not affect the terms and duration of this Agreement.
12. The existence of this Agreement shall not act as a contract bar under 4417.18(C) to any Association exercising their rights under 4417.14(D)(2).
13. If an Association, who is a party to this Agreement, exercises its right under 4417.14(D)(2), members of that bargaining unit assigned to collaborative programs under this Agreement shall perform their assigned duties for that program(s).
14. Any alleged violation, misinterpretation, misapplication and/or dispute arising under this Agreement shall be resolved using binding expedited arbitration. The parties agree to permanent arbitrator Robert Stein. The parties will not be under the auspices of the American Arbitration Association, but shall abide by their rules. The cost of the arbitrator shall be borne equally by the parties to this Agreement.

In the event Robert Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized.

The decision to arbitrate an issue shall be made by a majority vote of the Association Presidents, if the moving party is the

Association(s) and by a majority vote of the Superintendents if the moving party is the Board(s).

15. New parties may be added to this Agreement upon approval of a three-fourths (3/4) vote of the voting members of the Oversight Committee.

The Superintendent of the new district shall be a member of the Oversight Committee. The Association representative from the new district shall be nominated by the Association subject to approval by majority vote of the Association representatives on the Oversight Committee.

The OEA Labor Relations Consultant for the new Association shall be a non-voting member of the Committee.

16. The duration of this Agreement shall be from April 1, 1994 through and including June 30, 2013. The terms of paragraph 5.h. shall be in effect as long as individuals remain on the recall list for the three (3) year period.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above mentioned.

**CANTON BOARD OF EDUCATION  
OF THE  
CANTON CITY SCHOOL DISTRICT**

BY: Jennifer P Keaton 10-10-11  
President Date

Michelle Deos 10/10/11  
Superintendent Date

David J. Allen 10/10/11  
Director of K-12 Instruction Date

Jeff Stuh 10/10/11  
Treasurer Date

**CANTON PROFESSIONAL EDUCATORS' ASSOCIATION**

BY: [Signature] 10/10/11  
President Date

Reginald Fontana 10/10/11  
Labor Relations Consultant Date

**MEMORANDUM OF AGREEMENT (ARTICLE VII)**

Re: Value Added Evaluation

The Board Team agrees, on behalf of all Canton Schools administrators, that "Value Added" data will not be incorporated in or used for purposes of preparing teacher evaluation during the life of this Contract, unless State or Federal law or State Minimum Standards are amended to require use of such data.

**MEMORANDUM OF AGREEMENT (ARTICLE X. P. AND X)**

RE: Health & Safety/Keys

CPEA and the Board agree that teaching and learning are best accomplished in a safe and healthy learning environment. A committee composed of 4 members appointed by the Superintendent, including the Business manager, and 4 members appointed by the CPEA president, shall meet on a monthly basis. The committee shall be charged with looking into and seeking ways to resolve health concerns raised by CPEA members. The CPEA and administration concern that a number of classrooms lack door locks and keys shall be referred to this committee as well. The committee may invite participation by others, including non-teaching personnel, in its meetings and activities. The Committee will submit an annual report to the CPEA President and Superintendent, which shall include recommendations for prioritization of projects and improvements. The committee's report for the 2006- 07 school year shall include its recommendations for resolution of the keys' issue. A monthly report shall be given to the Labor Management Committee (LMC).

**MEMORANDUM OF AGREEMENT (ARTICLE XIX 3)**

RE: Severance Pay Deferral Plan

The parties agree to the following:

Article XIX 3. "Severance Pay Deferral Plan" provision of the negotiated agreement effective July 1, 2008 – June 30, 2011 is in conflict with certain laws and regulations. Article XXVI Conflict With Law makes this provision inoperable. Therefore, the parties have agreed to return to the previous contract language, changing from the Ohio Deferred Compensation System for severance pay back to a 403(b) plan for severance pay. This

change has made modifications in the contract language necessary to comply with rules and regulations.

**LETTER OF UNDERSTANDING**

Side letter

Diane Miller

[address]

Re CPEA/Board negotiations

Dear Diane:

This letter confirms our understanding that an employee who returns to work under the provisions Article XVII (H), a temporary duty plan, will continue to be eligible to participate in the health insurance programs set out in Article XX, Fringe Benefits, of the CPEA-Board agreement.

Sincerely,

CC: Larry Morgan, Chair, Stark COG  
Mary Jo Shannon Slick, Esq., Stark COG  
Judy Robinson  
Sam Dorto

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