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NEGOTIATED AGREEMENT

Between

NORTH CANTON EDUCATION ASSOCIATION

And

NORTH CANTON CITY BOARD OF EDUCATION

July 1, 2025 - June 30, 2027

Addendum

COMPREHENSIVE COLLABORATIVE AGREEMENT

July 1, 2025 - June 30, 2027

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ARTICLE I - RECOGNITION AGREEMENT AND STATEMENT OF NEGOTIOATIONS PROCEDURES

A. Agreement

The recognition herein referred to constitutes an agreement between the Board of Education of the North Canton City School District (hereinafter referred to as Board) and the North Canton Education Association (hereinafter referred to as Association) to negotiate all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

B. Recognition

The Board does hereby recognize the Association as the sole and exclusive negotiating agent for all certificated employees, including Individual Small Group Instructors (ISGI), non-school licensed Nurse, Psychologist's Aide and School Nurse, except (1) those paid according to the administrators' salary schedule and assigned to a position for which an administrative certificate is required, (2) those paid hourly rates (except ISGIs), (3) those paid per diem rates, (4) Director of Computer Services, (5) Gifted/Talented Supervisor, (6) Instructional Supervisor, (7) Athletic Director/ Supervisor, (8) Technology Integration Specialist and (9)

Media Services Supervisor. This recognition shall continue in effect unless the Association's representation is successfully challenged under law. Teachers are all certified employees who are not ISGIs.

C. Principles

1. Right to Join or Not to Join

It is agreed that certificated personnel have the right to join or not to join the Association. Membership shall not be a prerequisite for employment or continuation of employment of any employee.

2. Rights of Minorities and Individuals

It is mutually agreed that in the application of the Agreement, neither the Board nor the Association will discriminate in any manner prohibited by law between or among any employees of the Board because of race, religion, sex, age, national origin, marital status, handicap, or being a veteran. The foregoing provisions shall be effective in accordance with the applicable provisions of federal and state law.

D. Board of Education Rights

1. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

a. 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 Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;

b. direct, supervise, evaluate and hire employees;

c. maintain and improve the efficiency and effectiveness of Board operations;

d. determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment.

e. suspend, terminate, lay off, transfer, assign, schedule, promote, or retain employees;

f. determine the adequacy of the work force;

g. determine the overall mission of the School District, including the establishment of curriculum, special programs, athletic, recreational and social events for students.

h. effectively manage the workforce, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members.

i. take actions to carry out the mission of the School District.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific

and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

3. Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

E. Procedures for Conducting Negotiations

1. Negotiating Teams: The Board's designated negotiating team shall meet with the negotiating team designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

2. Team Members: Each negotiation team shall have no more than six (6) members.

3. Observers: The parties may each have up to two (2) observers.

4. Opening Negotiations: A written request to begin negotiations may be submitted by the Association to the Board or by the Board to the Association. A mutually acceptable meeting date shall be set within five (5) school days of the request. In any given school year, such request shall be made on or before March 1. The team requesting that negotiations be opened shall, at the first meeting, specify in writing all issues proposed for discussion. The other team shall, no later than the second meeting, submit all additional issues upon which it wishes to negotiate. No new items may be added except by mutual consent of both parties. All necessary subsequent meetings shall be called at times mutually agreed upon by both teams.

5. Negotiation Procedures: The Board's designated negotiating team shall meet at mutually agreed upon places and times with the Association's negotiating team for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both teams agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting as described in item E. 4. above, such additional meetings shall be

held as the teams may require to reach an agreement on the issues. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day, except by mutual consent of the negotiating teams.

6. Exchange of Information: Both teams and/or the Superintendent shall furnish each other, upon reasonable request, available information pertinent to the subject(s) under consideration.

7. Caucus Sessions: Caucus sessions shall be held at the request of either team.

8. Consultants: The teams may call upon consultants to assist in preparing for negotiations and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

9. News Releases: From the time bargaining begins until the mediation reaches an impasse any releases to the news media shall be jointly issued. Interim progress reports may be made to the Board and the Association by their respective negotiating team chairmen.

10. Reaching Agreement: Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each team, but such initialing shall not be construed as final agreement. "Tentative," as used herein, shall have the meaning ascribed by Webster's Third New International Dictionary. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing, entitled Tentative Negotiated Agreement between North Canton Education Association and Board of Education of North Canton City School District, and submitted to the Association and the Board, respectively, for approval. Following approval by the Association and adoption by the Board, the agreement becomes binding on both the Association and the Board.

11. Resolving Differences: If at any point in the negotiations, the parties to this agreement fail to reach a mutual understanding regarding matters related to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing condition of this agreement, and the deadlock arising cannot be resolved by the efforts of the Board and the Association alone, either party may declare that an impasse exists and the following procedure shall be implemented:

(a) Within three (3) days of the declaration of impasse, either party may request the services of the Federal Mediation and Conciliation Services or another mutually agreed upon mediator/mediation service to mediate the dispute. If there is an expense for the mediator selected, the parties shall split the cost.

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

The Association retains its right to strike under the procedures contained in 4117 ORC.

(b) No public employee shall strike during the term or extended term of this collective bargaining agreement or during the pendency of the settlement procedures of this contract.

12. The procedures for conducting negotiations may be modified by mutual agreement of the parties.

ARTICLE II - DRUG FREE WORKPLACE

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

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

ARTICLE III - RESIDENT EDUCATOR PROGRAM

Purpose:

The Resident Educator Program is a two (2) year induction system of support and mentoring for teachers who are newly licensed after 2011-2012. Successful completion of the residency program is required to qualify for a five-year professional educator license.

Procedure:

Selection of Mentors –

Mentors shall meet all of the following qualifications:

1. Mentors must hold a five-year Professional License.

2. Mentors must have five years of teaching experience.
3. Mentors must have recent classroom experience within the last five years.
4. Mentors must have participated in ODE Resident Educator Mentor Training.

Assignment of Mentors –

1. Mentor positions shall be advertised to all qualified staff.
2. Applications should be submitted to district Lead Professional Educator.
3. Mentors shall have the certification/experience and/or subject/level taught to match, as nearly as possible, that of the teacher to be mentored.
4. All applicants shall be notified of selections within a reasonable period of time.
5. Mentor positions shall be voluntary.

Provisions for Mentors –

1. Mentors shall receive training to prepare them for the task of mentoring.
2. Mentors shall receive support from the Lead Professional Educator.
3. With Lead Professional Educator approval, substitutes shall be provided on an as-needed basis for mentor to perform duties.
4. Mentors shall keep a detailed log of subjects covered and hours spent with the Resident Educator.

5. Mentors shall receive a stipend of $25 per hour to a maximum of 40 hours mentoring per year, per Resident Educator.

Restrictions of Mentors -

1. No mentor teacher shall participate in any OTES formal or informal evaluation of their assigned Resident Educator.
2. No mentor shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
3. Communication between Resident Educator and mentor must be confidential.

ARTICLE IV - DISTRICT MENTOR PROGRAM

Purpose:

The purpose of the District Mentor Program is to provide assistance to teachers new to the district who are not part of the Resident Educator program. One mentor is also available to practicing teachers who desire assistance with instruction and/or classroom management. In the 2013-2014 school year, program participation will be capped at 20 teachers. The NCEA may assign up to 10 teachers and the NCCS Administration may assign up to 10 teachers. In the 2014-2015 school year, this program will only be open to teachers who have been designated as “Developing” or “Ineffective,” as well as to teachers new to the district.

Procedures:

Selection of District Mentors –

District Mentors shall meet all of the following qualifications:

1. District Mentors must hold a five-year Professional License.
2. District Mentors must have five years of teaching experience.
3. District Mentors shall complete district-level training.
4. District Mentors shall understand and demonstrate the elements of effective teaching and classroom management.
5. District Mentors shall be willing to follow the responsibilities outlined in the District Mentor Handbook.

Assignment of District Mentors –

1. District Mentor positions shall be advertised to all qualified staff.
2. Applications shall be submitted to Assistant Superintendent.
3. District Mentors shall have the certification/experience and/or subject/level taught to match, as nearly as possible, that of the teacher to be mentored.
4. All applicants shall be notified of selections within a reasonable period of time.
5. District Mentor positions shall be voluntary.

Provisions for District Mentors –

1. District Mentors shall receive training to prepare them for the task of mentoring.
2. District Mentors shall receive support from the Assistant Superintendent.
3. District Mentors shall keep a detailed log of subjects covered and hours spent with teacher.
4. District Mentors shall receive a stipend of $25 per hour to a maximum of 10 hours mentoring per year, per teacher.

Restrictions of District Mentors –

1. No District Mentor shall participate in any OTES formal or informal evaluation of the assigned teacher.
2. No District Mentor shall be requested or directed to make any recommendation regarding the continued employment of the teacher.
3. Communication between the District Mentor and teacher must be confidential.

ARTICLE V - EVALUATION OF PERFORMANCE OF CERTIFICATED STAFF

1. No certificated person shall be non-renewed, terminated, or disciplined without just cause. However, the provisions of this section, shall not apply until a member of the bargaining unit has completed five (5)

years in the district and been renewed for the succeeding year.

2. Those employed in positions funded with Title funds may be non-renewed by the Board if such funds are no longer available. However, if Title funds become available prior to the start of the school year and that person is rehired, there shall be no break in seniority.

A. Complaints

A member shall be made aware of any complaint which is made against a certificated person by any parent, pupil, or other person and which is used in an evaluation of a certificated person. The certificated person shall be afforded the opportunity to answer or rebut such complaint. Complaints of an anonymous nature shall not be used in an evaluation.

B. Representation

If a certificated person is to be disciplined or reprimanded by the Board or its agents, he/she shall be afforded the opportunity to have a representative of the Association present in any meeting with the Board or its agents.

C. Personnel File

1. Definition
   The Board shall maintain only one (1) official file on each employee. This shall be the employee's personnel file. The sole

documentation used as the basis for employment decisions shall be the items contained in the personnel file maintained in the district office on which all employment decisions will be based. This file will be the sole documentation used as the basis for employment decisions.

2. An employee shall have the right to review the contents of that employee's personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review.

3. Placement of Material in File
A copy of any evaluative material to be placed in the employee's personnel file shall be given to the employee. The employee shall acknowledge receipt of the copy and shall have the opportunity to comment on it in writing. Such acknowledgment and comment shall be attached to said item. The employee's signature, whether on paper or electronic, merely signified that the employee has been shown the material and does not necessarily indicate agreement with its contents.

4. An employee shall have the right to file an answer to any derogatory material which is included in that employee's personnel file and such answer shall be attached to the file copy. Anonymous information shall not be placed in an employee's personnel file.

5. Nothing in this section shall preclude an employee from exercising his/her rights under chapter 1347 ORC.

6. The employee's personnel file shall be maintained in the district office.

7. The employee may utilize the provisions in C. #5 above to dispute items in his/her personnel file.

D. Nothing in this Article shall deny a teacher any of the rights and/or remedies available under 3319.11 O.R.C. or 3319.111 O.R.C. regarding the Board's duty to give notification to the individual on or before the 1st day of June.

E. The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct or where health or safety is involved.

Letters of reprimand may be issued to staff members for lesser infractions which, in the judgment of the responsible administrator, do not warrant a suspension without pay.

A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of five (5) days per school year, upon a determination by the Superintendent that the conduct of the teacher is detrimental to the goals and objectives of the School District. No suspension shall be imposed until the teacher has had an opportunity to appear before the Superintendent to explain his or her actions. The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the Board of Education from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

The number of days of suspension may not be grieved under Article VI. However, the reason(s) for the suspension may be grieved. The standard that will be applied for the reason(s) is whether or not the suspension was arbitrary, capricious and/or discriminatory.

If the Association agrees to arbitrate and loses, the Association will pay the full cost of the arbitrator's fee.

F. The Board will follow the provisions of the Ohio Revised Code regarding teacher evaluations.

1. The purposes of teacher evaluation are:
   a) To serve as a tool to advance the professional growth of teachers.
   b) To give evidence of performance and growth.
   c) To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

2. A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operations of the district. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education.
   The Board directs the Superintendent/designee to implement this policy in accordance with State law.

   Notwithstanding Ohio Revised Code section

3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or under a professional or permanent teacher's certification issued under former section 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers unless it is a full-year teacher under a long-term substitute teacher contract that agrees to be evaluated.

3. The evaluation system for school counselors shall follow the Ohio School Counselor Evaluation System (OSCES) framework. Any changes or adjustments made to these evaluation systems shall be made by the OTES committee.

G. Credentialed evaluators

1. The evaluation cycle observations and walkthroughs must be completed by an appropriate licensed and credentialed building administrator, central office staff or credentialed Stark County Educational Service Center employees assigned to the district as Assistant Superintendent, Gifted and Talented Supervisor, Curriculum Director or Instruction Supervisor. For certified teachers working within specific specialized program areas such as special education or gifted education; the evaluation cycle, observations and walkthroughs may be completed by either a building administrator or the administrator directly responsible for supervising the program.

The evaluator shall not be a bargaining unit member.

H. Effectiveness Rating

1. Educators are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. The final effectiveness rating is assigned based on the holistic review of all evaluation factors observed during the evaluation cycle.

2. Annually, the Board submits to the Ohio Department of Education, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about any teacher reported in compliance with this provision cannot be required unless mandated by law and/or Ohio Department of Education regulations.

I. High Quality Student Data

1. Each evaluation shall contain at least two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added data as at least one (1) source of HQSD.

2. A district Assessment/HQSD Committee will be formed that is comprised of members from the NCEA and Administration. It is expected that

the group will meet regularly and be compensated at the same rate as the LPDC.

J. Evaluation Timeline

1. Annual evaluations include two formal observations at least 30 minutes each and two (2) classroom walkthroughs. Evaluators will conduct pre and post conferences for each formal observation. Walkthroughs will be at least five minutes but no more than twenty minutes in duration. All walkthroughs will be conducted using the same tools.

2. All teacher evaluation cycles will be completed by May 1. Teachers evaluated under this policy are provided with a written or electronic copy of their evaluation results by May 10.

3. No teacher shall be evaluated more than once annually.

4. Teachers rated accomplished, shall be fully evaluated every three years. Teachers with ratings of Accomplished may request their credentialed evaluator for the evaluation cycle.

5. Teachers rated skilled, shall be fully evaluated every two years.

6. In any year in which a teacher is not fully evaluated, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

7. Teachers on leave for 50% or more of the school

year need not be evaluated.

8. Teachers with student academic growth measures of below average for the most recent year for which data is available will be evaluated annually.

9. OTES walkthroughs will not be required for teachers not being evaluated.

10. Additional evaluations may be conducted at the request of the Superintendent.

11. Additional evaluations may be requested by the teacher.

12. One formal observation will be conducted prior to April 1. This will include the completion of the pre-observation form and a post-observation conference (no later than April 10).

13. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of April. The Superintendent may waive the third observation.

K. Orientation

1. No later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of

his/her evaluator.

2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

L. Retention

Staff members who will not be recommended by the Principal or Superintendent for a new contract will be notified at least twenty (20) days prior to the non-renewal action by the Board.

M. Procedural Committee

1. The Board has established a Procedural Committee for the purpose of establishing the guidelines by which the evaluation of teachers in the district will be done. The committee shall be composed of the Association President and three (3) individuals appointed by the President and the Superintendent and three (3) individuals appointed by the Superintendent. This will include, but is not limited to, the number of observations, pre-observation conference information, post-observation reporting, walk-through procedures and protocols, etc.

2. The Procedural Committee will be compensated at the appropriate hourly stipend rate.

3. The Committee shall develop the contents of a Handbook to be distributed to staff within thirty (30) days of the start of school or from the employee's hire date, with information/forms

regarding the evaluation process. Nothing in the Handbook shall conflict with the contract without ratification from both parties.

4. Teacher awareness and training in the process will be completed no later than the third Friday of September, or in the case of a new mid-year teacher, no later than thirty (30) days after the initial employment with the district, at board expense, for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.

5. Training in the teacher evaluation procedure will occur annually and shall include the tools, processes, methodology, and the use of evidence for High Quality Student Data in compliance with the performance rubric.

N. Completion of Evaluation Cycle

1. Each teacher will be evaluated according to Ohio Revised Code and the Ohio Teacher Evaluation Framework 2.0, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the framework, the teacher's Final Holistic Rating will be based upon walkthroughs and formal observations and any supporting evidence collected or provided, using the Teacher Performance Evaluation Rubric.

2. Each formal observation shall be preceded by a pre-conference between the evaluator and the bargaining unit member to discuss the formal observation at least twenty-four (24) hours prior to the observation.

3. A post conference will occur before the summative evaluation is completed. The post conference before the final summative rating may be waived upon agreement by both the educator and the evaluator.

O. Response to Evaluation

The educator shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

P. Teachers Excluded from Evaluation

Educators are subject to all components of OTES or OSCES until such time as the educator announces his or her intent to retire, which shall include a specific retirement effective date that is during or at the close of the current school year, and the notice is accepted by the Board on or before December 1st.

Q. Improvement Plans

Improvement Plan: An educator with a Final Holistic Rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator. The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support.

When an administrator initiates an Improvement Plan, he or she must:

- Identify, in writing, the specific area(s) for

improvement, aligned to the Ohio Standards for the Teaching Profession;

- Specify, in writing, the level of performance the educator is expected to reach and a reasonable timeframe to correct the deficiencies;

- Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;

- Will assist in identifying additional education or professional development the teacher needs to improve in the identified area(s); and

- Gather evidence of progress or lack of progress and reassess the educator's performance in accordance with the written plan.

R. Professional Growth Plans

Annually, each educator will be following either a Professional Growth Plan (PGP) or an Improvement Plan. These plans shall be developed at the start of each evaluation cycle.

1. An educator rated Accomplished on the teacher's most recent evaluation submits a self-directed Professional Growth Plan (PGP) to the evaluator. The Professional Growth Plan shall focus on the most recent evaluation cycle and observations.

2. An educator rated Skilled on the teacher's most recent evaluation cycle will jointly develop a Professional Growth Plan for the teacher with his/her evaluator. The Professional Growth Plan shall focus on the most recent evaluation cycle and observations.

3. An educator with a Final Holistic Rating of Developing will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator. The Professional Growth Plan shall focus on the most recent evaluation cycle and observations.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Definitions

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

2. In all instances, the work "day" as used herein shall mean a school day as established on the calendar for the applicable school year, unless school is not in session, in which event the word "day" shall exclude Saturdays, Sundays and legal holidays.

3. "Grievance": is complaint by an employee or group of employees alleging the violation, misinterpretation, or

misapplication of the terms of any provision of the Negotiated Agreement between North Canton Education Association and the Board of Education of North Canton City School District.

4. “Grievant” shall be a certificated employee(s) of the Board.

5. “Supervisor” shall mean that administrator having immediate supervisory responsibility over the grievant.

B. Grievance Procedure

Grievance procedures shall be available to all certificated persons; no reprisals shall be taken against any certificated person initiating or participating in the grievance procedure.

C. Purpose and Objectives

The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Grievance proceedings shall be handled confidentially.

D. General Provisions

1. An individual grievance shall be initiated by the person aggrieved.

The Superintendent, on behalf of the Board, may initiate a grievance at Level One over a violation of the contract by the NCEA.

2. A group grievance may be initiated by the Association over an alleged violation which affects two or more certificated persons.

3. An alleged violation must be discussed formally with the appropriate administrator prior to the initiation of the grievance procedure.

4. To initiate the procedure, the grievant or his representative shall present a concise written statement of the facts referring to the specific provision of the Negotiated Agreement involved, setting forth the detriment to the grievant and describing the relief sought.

5. The Association may assist any certificated person in preparing the proper and complete information necessary to expedite the procedure.

6. Each party, at every step in the grievance procedure, may appear on his/her own behalf up to arbitration or

may be represented at any and all steps by the Association and may present witnesses who have knowledge of matters pertaining to the grievance.

7. In all matters and at all steps, the period within which any action is required can be extended only by prior written agreement between the grievant and the Superintendent, or, in the absence of the Superintendent, by the President or the Vice-President of the Board, in the order named.

8. Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall cause the grievant to be conclusively bound by the recommendations made or the decision rendered at the previous level. The failure of any person to render a decision within the time set forth herein shall permit the grievant to proceed to the next step in the procedure.

9. A grievance may be initiated at Level Two when the building principal, or other immediate supervisor, states in writing that the subject is not within his realm of responsibility or control, and a copy of such statement shall be attached to the grievance when filed.

10. A decision, recommendation, or determination made at any step in a grievance proceeding shall be effective only with respect to the particular incident which was the subject of the grievance and the named grievant or grievants. A decision, recommendation, or

determination made in connection with a group grievance shall be effective for all members of the group.

11. Nothing contained in the procedure shall be construed as limiting the individual rights of a certificated person having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

12. A grievance may be withdrawn at any level without prejudice.

13. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participant involved in the procedure herein described.

14. Any document, statement, copy, or written response shall be conclusively deemed to have been furnished, filed, delivered, or received upon the date following the date the same is deposited in the United States mail, if mailed by United States mail, or actually received if otherwise delivered.

E. Procedure

1. Level One: A copy of the written grievance shall be submitted to the grievant's principal or other immediate supervisor within eighteen (18) days after the occurrence of the event which is claimed to be the subject of the grievance or within eighteen (18) days after the grievant has knowledge of the event, whichever is later. A meeting shall be held at a time mutually agreed upon between the grievant and the principal or other immediate supervisor within five (5) days after receipt of the written grievance by the principal or other immediate supervisor. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. Within five (5) days after the meeting, the principal or other immediate supervisor shall provide the grievant with a written response stating his position and recommendation for the resolution of the grievance.

2. Level Two: If the grievant is not satisfied with the recommendation made in Level One, he may, within five (5) days after receipt of such written response, file his written grievance with the Superintendent and request a meeting to discuss the grievance. The meeting with the Superintendent shall be within five (5) days after the request is received by the Superintendent. The meeting shall be conducted in the manner provided for in Level One. Within five (5) days

after the meeting, the Superintendent shall provide the grievant with a written response stating his position and recommendation for the resolution of the grievance.

3. Level Three: If the grievant is not satisfied with the suggestion for the resolution of the grievance received in Level Two, he may, within five (5) days after receipt of the written response of the Superintendent, proceed as follows:

(a) When the grievance as defined in Paragraph C. above is not resolved at Level Two, the grievant may, with the consent of the Association, submit a written request to the Board of Education and to the Association that the grievance be submitted to arbitration. The arbitrator shall have only the authority to decide a matter involving a grievance as defined in Paragraph C. hereof. The arbitrator shall not have jurisdiction or authority to add to, subtract from, or alter in any way the provisions of any agreement negotiated between the Board and the Association, and shall be specifically prohibited from making any decision which is inconsistent with the terms of the Negotiated Agreement between North Canton Education Association and Board of Education of North

Canton City School District. The arbitrator, in reaching a decision, must find that the grievance expressly arises out of a specific provision of the Negotiated Agreement between North Canton Education Association and Board of Education of North Canton City School District.

The arbitration hearing shall be held within sixty (60) days of the Association's notification that it is moving the grievance to arbitration. If a question of arbitrability exists, the arbitrator must hold a hearing and rule on the issue of arbitrability prior to any hearing on the merits.

(b) Robert Stein shall be the permanent arbitrator for the parties. If he is unwilling or unable to serve, the arbitrator shall be appointed by mutual consent of the parties. If the parties are unable to agree, selection shall be made from a list of seven names prepared and submitted by the American Arbitration Association in accordance with its Voluntary Rules in effect on the date hereof.

(c) The arbitrator shall hold the necessary hearings and shall issue his decision in writing within thirty (30) days of the conclusion of such

hearings. The decision of such arbitrator shall be final and binding upon both parties. Copies of the findings of fact and the recommendations shall be delivered to the grievant and the Superintendent, as provided in and pursuant to paragraph D.15 above.

(d) Each party shall bear the full costs of its representation in the arbitration. The costs of the arbitrator shall be shared equally by the Board and the Association.

F. In the event the Superintendent is unavailable, his designee shall act in all matters provided for in Article VI.

ARTICLE VII - INDIVIDUAL SMALL GROUP INSTRUCTORS (ISGI)

A. ISGIs hired for a non-tutor bargaining unit position:

If an ISGI (paid hourly) is subsequently hired to fill a non-ISGI (paid hourly) bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of experience that consisted of at least one thousand (1,000) hours in any school year.

However, such prior service shall not count for years of service in attaining a continuing contract (if not already attained by April 1, 1992) or for seniority purposes under Article XXVII. Seniority under Article XXVII shall begin to accrue upon transfer to the new position.

B. Pays

ISGIs shall be paid in twenty-six (26) installments.

C. Calamity Days

ISGIs shall be paid for calamity days in the same manner as other members of the bargaining unit, including the use of a professional development day.

D. The following provisions shall apply to any ISGI hired after May 1, 1997:

1. Articles

Recognition
Drug Free Workplace
Grievance Procedure
ISGIs
Insurances (see qualification requirements under this contract)
Leaves
Payroll Deductions

Professional Growth
Printing of Contract
Reduction in Force (see applicable section in this contract)
Salary (see applicable schedule in this contract)
Service on Curriculum Committees
Severance Pay
Smoke-Free Environment
STRS Pick-Up
Transfers
Travel
Tuition-Free Attendance
Vacancies
Effect and Validity of Agreement
Comprehensive Collaborative Agreement

2. Non-renewal / Continuing Contract

ISGI (paid hourly) shall be issued one year limited contracts. After being granted three successive one-year limited contracts and having met the statutory requirements, i.e. licensure/hours, an ISGI may be considered for a continuing contract. Prior to the granting of a continuing contract, the evaluation / non-renewal provisions of 3319.11 ORC and 3319.111 shall not apply to an ISGI except that they must be notified of the non-renewal on or before April 30th and given the reasons in writing by the Superintendent.

Title I employees shall be issued one year limited contracts and shall not attain a continuing contract in the district. The evaluation/nonrenewal provisions of 3319.11 ORC and 3319.111 shall not apply to Title I employees except that they must be notified of the non-renewal on or before June 1st and given the reasons in writing by the Superintendent.

E. The length of the school year for ISGIs shall be 185 days.

ARTICLE VIII - INSURANCES

In order to be eligible for insurance, an employee must be employed for at least thirty (30) hours per week.

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

If it is practical to hire a full-time employee, this provision shall not be used to avoid qualification for fringe benefits.

If both husband and wife work in the district and have no dependents, only two single plans (health, dental, vision) will be provided. If the employees have dependents, only one family plan (health, dental, vision) will be provided.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 83% of the premium, and the employee will pay 17% for full-time employees.

B. Stark County Schools Council

The North Canton City Schools Board 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 of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. 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 representative.

D. Preferred Provider - Prescription Drugs

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

1. The program will be available to employees and their

dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $65,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

The value of all life insurance reduces by 50% at age 65.

Dental Insurance

The Board shall provide Dental insurance. The Board shall pay 83% of the premium, and the employee shall pay 17%.

Vision

The Board shall provide Vision Insurance.

The Board shall pay 83% of the premium, and the employee shall pay 17%.

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for

the holiday month(s).

Spousal Coverage

Any new participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015 and moved thereafter to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

ARTICLE IX - LABOR MANAGEMENT COMMITTEE

A. Labor Management Committee will be maintained with representatives from the NCEA and the Administration. The purpose of the Committee is to discuss areas of concern brought by either or both parties.

ARTICLE X - LEAVES

A. Assault Leave - Assault leave with pay shall be granted to members of the negotiating unit who are unable to perform their contract duties because of injury caused by assault on said member while he is performing his contract duties. All such leaves shall be subject to the following provisions:

1. Requests for such leave shall be made in writing to the Superintendent not later than three (3) school days following the assault. In cases of disabling injuries, the Superintendent shall extend the time for filing the application.

2. After three (3) days' absence, the employee shall be required to provide a physician's statement describing the nature of the disability and the length of time it will render him unable to perform his contract duties.

3. Paid assault leave shall be limited to forty-five (45) school days per year. If the disability still exists, the victim of the assault may petition the Board to extend the paid assault leave.

4. The employee shall be maintained on full pay status with fringe benefits during the period of assault leave.

5. Assault leave shall not be charged to sick leave or any other leave.

B. Child Care - A certificated person who is the parent of the child needing care may request and shall be granted a child care leave of absence without pay or benefits on the conditions set forth below:

1. The child care leave of absence shall be for the remainder of the school year (July -June) in which the birth of a child takes place unless such leave is earlier terminated as hereinafter provided.

2. The leave shall be extended for one additional school year upon request of the certificated person to the Board, made not later than April 1 preceding the year for which such leave is requested.

3. Upon return from child care leave, the certificated person 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 certificated person holds valid unexpired certification. If said leave is extended, the same provision shall apply.

4. A certificated person on child care leave may continue to participate in those benefits which are provided to other certificated persons by payment of the group rate for such benefits in accordance with the directions of the Board.

5. A certificated person who is adopting a child shall be entitled to an unpaid leave under this section; the leave

shall be for the remainder of the school year (July-June) in which the child is placed in the certificated person's home for adoption, unless such leave is earlier terminated as herein provided. No leave shall be granted if the child is more than five and one-half years old. The leave shall be extended for one additional school year upon request of the certificated person to the Board, made not later than May 1 preceding the year for which such leave is requested.

6. When the certificated person desires to terminate such leave, application for reinstatement may be made by said certificated person at any time during the school year, but at least 30 days prior to the return, and the employee shall be reinstated at the beginning of the next school semester.

C. <u>Family Medical Leave Act</u>

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA and the approval of any such leave under this Article will serve as district notification of FMLA act enforcement with both leaves commencing simultaneously.

2. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

3. The Board shall provide a copy of the policy on FMLA in the library of each building.

D. <u>Sick Leave</u>

Each full-time certificated employee of the Board shall be credited with sick leave at the rate of one and one-fourth days per month, fifteen (15) days per year, in accordance with Section 3319.141 Ohio Revised Code.

1. The maximum sick leave days which may be accumulated shall be three hundred forty (340).

2. Sick Leave May be Used For:

   a) Personal illness, injury, exposure to contagious diseases, which could be communicated to other employees or pupils, and pregnancy.

   b) Illness of dependent member of employee's household, employee's child, spouse, daughter/son-in-law, brother, sister, grandparent, grandchildren, parents, parents-in-law, or one who has served in lieu of parents.

   c) Death of employee's parents, parents-in-law (or one who has served in lieu of

parent), spouse, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparent-in-law, grandparent, aunt, uncle, grandchild, or dependent member of employee's household.

E. <u>Special Leave</u> -Each member of the bargaining unit shall be entitled to three (3) days of special leave each school year, with pay, to conduct personal business which cannot be attended to except during the school day. It is agreed that special leave days shall not be used for engaging in gainful employment or travel associated with that activity. No more than two teachers or ten percent (10%) of a school staff, whichever number is greater, shall be absent on special leave on the same day. Special circumstances may be considered by the Superintendent for waiving the restriction on the number of staff members who may be absent on the same day.

No later than forty-eight (48) hours prior to taking special leave, the member shall announce his/her intent to the building principal or immediate supervisor on the form provided for special leave. In the event of an emergency, the 48-hour requirement shall be waived. Notice of intended

absence shall be given to the appropriate administrator as early as possible.

A member who requests Special Leave the day prior to, or the day after, the Professional Development workshop/district-wide in-service or meeting, holiday, vacation day or the day of a professional development workshop or meeting, must make the request in writing with reasons to the Superintendent. Such requests shall be granted provided the reasons are for good cause.

The following options selected by May 1st of each year shall be implemented for unused special leave days:

A. If an employee has a truncated unused personal leave balance, the employee shall receive a payment of one hundred twenty-five dollars ($125) per unused day.

OR

B. Transfer truncated whole number of unused personal leave days to the teacher's accumulated sick leave days at the end of the school year.

Option "B" will be automatically implemented if the teacher does not select "A".

INTENT TO USE SPECIAL LEAVE

I shall be absent on special leave on_____

(Date)

for reason(s) which I certify to be in accordance with the special leave provision of the currently effective negotiated agreement. _____

(Signature)

F. Discretionary Leave

1. The Board of Education may grant a one-year (July 1 - June 30) non-renewable discretionary leave of absence upon request of the certificated employee.

2. Application for this leave must be made, in writing, to the Superintendent by April 1 preceding the year for which such leave of absence is requested.

3. Upon return from discretionary leave, the certificated person 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 certificated person holds valid unexpired certification.

4. A certificated person on discretionary leave may continue to participate in those benefits which are provided to other certificated persons by payment of the group rate for such benefits in accordance with the directions of the Board.

G. Other Unpaid Leaves -Other unpaid leaves of absence not specified in Article X, may be granted by the Superintendent at his sole discretion.

H. The Superintendent may extend the provisions of any of the leaves provided for in this Article.

Article XI - Length of School Year, Length of Teacher Work Day, and Teacher Responsibilities

A. Length of Year

The length of the school year for members of the bargaining unit shall not exceed 185 days. The days shall be used as follows:

179 days of instruction –

at the elementary, middle, and high school level, 2 full days (or the equivalent) of the 179 days shall be used for parent-teacher conferences. If

conferences are held outside the normal school day, equivalent compensatory time shall be granted. The compensatory day(s) shall be mutually agreed to by the Association and the Superintendent.

One (1) contractual day shall be used for convocation and/or staff building level meetings at the start of each school year

One (1) day of in-service

Four (4) days for teacher workdays without pupil contact or meetings:

(1 day at the beginning of the year)
(½ day at end of the 1st, 1 day at the end of the 2nd, and ½ day at the end of the 3rd grading periods)
(½ day at the end of the school year not to exceed time to complete end of year responsibilities)
(½ day for parent's night and elementary open house)

If students are not required to report to school due to inclement weather or other reasons, the superintendent will determine whether staff must report to work.

For any day that the superintendent does not require the staff to report, one (1) of those days may be used for staff development without any additional pay. The superintendent shall discuss the scheduling of such staff development with the labor-management committee.

B. <u>Length of Day</u>

The length of the teacher work day shall be seven hours and fifty-five minutes per day for grades Pre K through 12.

Building principals may call one 45-minute staff meeting outside the staff work day up to nine (9) total meetings.

Members of the bargaining unit will be excused from collaborative time on the last day of each grading period.

Bargaining unit members are required to attend up to eight (8) faculty, collaborative planning and/or department/grade level meetings per month for up to thirty (30) minutes within the contracted hours. Such meetings may include but is not limited to sharing of information, routine building issues, presentations, trainings, updates by district staff and discussions on educational or instructional and disciplinary issues, reviewing test results and student performance. However, only one meeting per week will be held in August and December.

C. <u>Required In-service</u>

Bargaining unit members may be required to attend up to twenty (20) hours of in-service meetings per year, beyond the teacher work day and/or the current 185-day contract year, under the following conditions**:**

1. The dates for the in-service meetings shall be agreed upon by the Labor Management Committee.

2. The rate of pay shall be thirty ($30) per hour.

D. Duties

Each elementary building shall be provided six hours of aide service per day to perform cafeteria and playground supervision.

No member of the bargaining unit in the middle school or high school shall be required to perform bus duty.

No member of the bargaining unit in the elementary or intermediate school shall be required to perform bus duty or a supervisory role after the designated student dismissal time for more than fifteen (15) days in a nine (9) week period. Teachers without homeroom responsibilities may be assigned a duty by the building principal on a daily basis.

E. Planning and Preparation

Planning and preparation time for classroom teachers and ISGI shall be considered all unassigned time before and after the student day, and time during the day in which the teacher does not have direct responsibility for students.

Teachers and ISGIs who lose their individual planning time due to attendance at a required meeting shall be compensated at the rate of twenty-five dollars ($25) per period/hour.

Teachers and ISGIs who elect to forego their individual planning period/time to cover for another teacher shall be compensated at the rate of twenty-five dollars ($25) per period/hour.

Teachers and ISGIs who cover for another bargaining unit member shall be compensated at the rate of twenty-five dollars ($25) for each class period.

F. All teachers shall have a duty-free lunch period of at least 30 minutes.

G. Schedule

<u>High School</u>

Teachers at the high school shall have the following schedule:

- Any time outside of the student day and collaborative time is unassigned planning and preparation

The assignment may be:

Five (5) classes, two (2) duties and one (1) individual planning during the teacher workday:

-or-

Six (6) classes and two (2) individual planning periods during the teacher workday and no duty.

A high school teacher may be assigned, at the discretion of the Superintendent, a maximum of six (6)

academic periods per day. If problems arise involving class size/class load, they will be discussed by the Labor Management Committee in an effort to resolve the concern.

Individual planning for high school is defined as forty (40) continuous minutes of individual planning during the student day.

Middle School

Teachers at the middle school shall have the following schedule:

- Any time outside of the student day and collaborative time is unassigned planning and preparation

The assignment may be:

No more than five (5) classes, two (2) duties and one (1) individual planning during the teacher workday:

-or-

No more than six (6) classes and two (2) individual planning periods during the teacher workday and no duty.

Middle school teachers shall receive forty (40) continuous minutes of individual planning during the student day.

If a member of the bargaining unit teaches 255 minutes or less, then he/she may be assigned an academic duty.

The following shall be implemented when a bargaining unit member chaperones middle school camp and/or the 8th grade trip:

- Payment of one hundred fifty dollars ($150) per night of the overnight trip
- Participation in overnight trips shall be voluntary

Elementary

Teachers at the elementary school shall have the following schedule:

- Any time outside of the student day and collaborative time is unassigned planning and preparation

Elementary classroom teachers shall use for individual planning and preparation all time during which their classes are scheduled by the principal to receive instruction from teacher specialists or other individuals. Other elementary staff members shall have planning and preparation time during the school day as scheduled by the building principal.

The building principal, in conjunction with the building advisory team, will develop a schedule to meet the needs of personal and team planning. An effort will be made to equalize the planning time of certificated staff members.

Elementary and intermediate teachers shall receive forty (40) continuous minutes of individual planning during the student day exclusive of time to escort students to and from the specialist's classroom (i.e. music, gym, library, etc.)

Teachers K-5 will receive at least an additional thirty (30) consecutive minutes of planning time every week during a five (5) day work week.

Pre-K

Teachers at the pre-school shall have the following schedule:

- Any time outside of the student day and collaborative time on pre-school student days is unassigned planning and preparation.
- Pre-school teachers shall receive forty (40) continuous minutes of individual planning time during the student day.
- Pre-school teachers shall receive at least an additional thirty (30) consecutive minutes of planning time during the student day one (1) time a week every week during the five (5) day work week

H. Team Planning

Team planning time shall be used for the team to work together on lesson and instructional planning, looking at student work, conferencing with parents, learning about new materials, planning grade level activities, and discussing students. All team members are

required to be in attendance and participate for the entire time a team planning session has been provided.

I. Committees

With the exception of department heads, participation on committees shall be solely on a voluntary basis. No reprisals shall be taken against any member of the bargaining unit who chooses not to volunteer.

J. IEP Release Time

Each bargaining unit member required to write IEP's shall have the equivalent of up to two (2) days release time. Release time may be taken as whole or half-days.

ARTICLE XII - LPDC COMMITTEE

A. Purpose and Authority

1. The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for re-certification and licensure as specified by ORC 3319.22 and OAC 3301.24.

2. The LPDC shall have no authority or affect to revise, delete, add to or modify any article or section of this negotiated agreement. Actions of the LPDC are not to be contrary to the negotiated agreement or law.

3. The Association and its representatives shall be held harmless in any suit, claim or administrative proceeding arising out of or connected to actions taken by the LPDC.

B. <u>Selection of Committee Members</u>

1. The LPDC shall be comprised of a majority of practicing classroom teachers. The committee shall be comprised of eight (8) members as follows:

Five (5) Teachers
Three (3) Administrators

C. <u>Committee Structure</u>

1. There shall be one (1) LPDC.

2. The scope of the LPDC shall be district wide.

D. LPDC Procedures

1. The LPDC shall determine the time, location and number of committee meetings.

2. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

E. Training and Compensation

1. The LPDC member shall be provided with on-going training as determined by the committee.

2. LPDC members shall be compensated at seven percent (7%) of the BA base per school year in order to perform his/her LPDC duties.

3. The number of release day meetings to review IPDP's in any one year shall not exceed ten (10) days.

F. Facility, Equipment & Support Services

1. The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDP's and any other work requiring storage and/or file space.

2. The LPDC shall be provided with secretarial support and any other support services necessary.

G. Term of Office

1. The term of office for the LPDC members shall be three (3) years with staggered terms.

H. Employee Protection for LPDC Members

1. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.

2. Nothing in the LPDC process shall have an adverse impact on the committee member's performance evaluation as established in the collective bargaining agreement.

I. LPDC Appeals Procedure

1. The LPDC shall determine its own appeals procedure.

2. The LPDC appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

ARTICLE XIII - PAYROLL DEDUCTIONS

The Board agrees that the Treasurer shall make the payroll deductions herein set forth upon the terms and conditions included herein upon the written authorization of the employee.

A. North Canton Education Association dues shall be deducted from each pay of the certificated person in eighteen (18) equal installments commencing with the first pay in October. These procedures may be changed by mutual agreement of the Superintendent and the Association President.

B. Contributions to United Way shall be deducted from each pay of the certificated person in equal amounts.

C. Contributions for the purpose of tax-sheltered annuities shall be deducted in such amounts as requested by the employee.

1. Such deductions may be made each pay period per month, and may be changed, added or dropped no more than two (2) times a year.

2. A minimum participation by five (5) teachers is required to continue an annuity payroll deduction.

However, this section shall not apply to any teacher who is currently enrolled in an annuity.

3. The Board shall make payroll deductions for tax-sheltered annuities in accordance with O.R.C. sections 9.90 and 9.91 if so authorized by the employee in writing. If annuity deductions are authorized, the employee shall have the sole responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code.

4. In order to have payroll deductions of annuities, the bargaining unit member must execute a release which holds the Board harmless for any and all errors arising out of such annuity deductions which are made in accordance with instructions given by the member.

D. The Treasurer shall make such other deductions as are required by law.

E. The Treasurer shall require a reasonable notice, not to exceed twenty (20) days, prior to the date any deduction is to be made.

F. The Employee's share of insurance shall be tax sheltered in the IRS Section 125 Program.

ARTICLE XIV - PRINTING OF CONTRACT

Within thirty (30) days after the contract is signed, representatives of the parties shall meet to jointly proofread the agreement. When proofreading is completed, the parties shall mutually agree upon a printer. A total of four hundred (400) copies shall be printed, 40 copies to be for Board use. The printing costs shall be divided equally. A digital version of the negotiated agreement shall be made available to the bargaining unit members.

ARTICLE XV - PROFESSIONAL DEVELOPMENT

The parties agree that Professional Development procedures may be adjusted by mutual agreement of the Superintendent and the Association President based upon the recommendations of the Professional Development Committee.

ARTICLE XVI - REDUCTION IN FORCE

A. The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, financial reasons, staff reorganization, or curriculum changes.

The RIF will be applied to the entire position held by an individual at the time of the RIF, although the Board may thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual is certificated. However, any individual recalled to a part-time position shall remain on the recall list for a full-time position.

The Labor Management Committee will be involved in initial discussion and discussions as they progress relating to any “staff reorganization” or “curriculum changes”.

B. The definition of "decrease in enrollment" contained in ORC 3319.17 and referenced in this article shall be defined as follows:

1. For the 2025-26 school year, the decline in enrollment will be the difference between the enrollment in 2024-25 and that during the 2019-20 school year (using the October ADM equivalent report):

2019-20 Enrollment	4272
2020-21 Enrollment	4270
2021-22 Enrollment	4314
2022-23 Enrollment	4349

2023-24 Enrollment	4338
2024-25 Enrollment	4269

4269 – 4272 = 3 decrease

2. The number of individuals exposed to RIF will be 1 for the 2025-26 year.

3. The 1 will be adjusted each of the following years by dividing the current enrollment change (i.e., 2025-26 compared with 2024-25, 2024-25 compared with 2023-24) by 25 and either increasing or decreasing depending on each year's enrollment change.

C. The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the North Canton City School District using the layoff procedures contained in this Article.

D. The Superintendent will not use the RIF in a punitive manner.

E. The Superintendent shall announce when a RIF is necessary and certification on file in the central office on the date the RIF is announced, shall be the basis for suspending contracts as stated below:

1. Seniority, if used, shall be defined as length of continuous service including approved leaves of absence, if any, which shall not break seniority nor shall they count toward seniority from the date of employment in North Canton City Schools. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days.

2. Updated seniority list shall be available upon request in each building and a copy provided to the Association President by November 15th of each year. It is the responsibility of the individual to notify the employer of any inaccuracies in the seniority list by December 15th of each year.

3. It is the individual's responsibility to see that all of his/her certificates are in his/her personnel file in the central office.

The Superintendent or his/her designee shall provide the Association President with a “reduction list” at least fourteen (14) days prior to the Board meeting at which the Board votes on the reduction. This shall also be done at least five (5) days prior to the notification of bargaining unit members who are being considered for

RIF. Any information shared with the Association President shall be kept confidential and Administration shall be the party to inform those under consideration.

4. The Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

Classroom teachers shall be considered comparable in the following categories: with summative evaluation ratings of 1. Accomplished, 2. Skilled or Developing. Classroom teachers with a summative evaluation rating of 3. Ineffective shall be considered to have “comparable” evaluation results.

Seniority shall never be used for Ineffective teachers.

F. An individual whose job is to be eliminated shall be notified by certified mail and/or receipted methods.

G. The Superintendent or his/her designee shall provide the Association President with a final "seniority list" prior to the implementation of a reduction in force. This list shall be prepared in the following manner:

All individuals shall be listed by:

1. Contract status (i.e. limited or continuing)

2. Years of experience (seniority) in North Canton City Schools

3. All areas of certification on file with the district

4. The most recent final summative evaluation score.

H. An individual whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he or she is certified. Such individuals shall be recalled in descending order of seniority with continuing contract individuals being recalled first followed by fully certificated limited contract individuals. No new individuals shall be employed by the Board while there are continuing and limited contract individuals on the RIF list who are certificated for any opening of a teaching position. Nothing herein shall prevent the Board from reassigning existing staff to the subject areas of individuals on the recall list.

I. Individuals being recalled shall be notified by certified mail and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the individual's responsibility to make appropriate arrangements for

forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

J. If the individual fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board of Education shall have no further obligations to him/her.

K. The recall list shall be maintained for two (2) years from the date the employee became unemployed.

L. Individuals on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).

M. Vocational: The Cooperative Agreement will be placed in a MOU.

N. ISGIs

The provisions of this Article shall apply to ISGIs (paid hourly), except that a separate seniority (for 1. Accomplished, 2. Skilled and Developing teachers, 3. Ineffective) and recall list (for continuing contract teachers) shall be used listing those individuals holding ISGI positions.

The provisions of 3319.17 O.R.C. shall not apply to ISGIs (paid hourly). However, if the Board of Education reduces the number of ISGIs, individuals holding continuing contracts shall be the last ones suspended in order of seniority for 1. Accomplished, 2. Skilled and Developing teachers, 3. Ineffective.

O. Non-Public Schools

If the board is notified by the non-public school of its intent to reduce the number of teachers or to reduce the number of hours assigned, teacher(s) so affected will be assigned to the first vacant position in the city schools for which he/she is certified and on the same salary schedule as other members of the bargaining unit in the same position to the extent necessary to restore the prior contract status. If no such position is immediately available, and the teacher has a continuing contract and is Accomplished, the teacher shall be placed on a recall list.

If any member of the bargaining unit assigned to a city school is involuntarily transferred to a non-public school, the individual, in the event of a reduction in force, retains the same RIF rights, if any, he/she would have had if there had been no transfer.

ARTICLE XVII - SALARY

A. Teachers

2025-26: Beginning July 2025, the base salary shall increase 3% to $43,712
2026-27: Beginning July 2026, the base salary shall increase 3% to $45,023

Legacy Clause:

- Beginning with the 2024-25 contract year, teachers hired prior to 7/1/2009 will receive a Longevity Stipend of 5.06% based on their current salary (including step and column) each year until they leave the district.
- Beginning with the 2024-25 contract year, teachers hired between 7/1/2009 and 6/30/2010 will receive a Longevity Stipend of 3% based on their current salary (including step and column) each year until they leave the district.

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	BA-0	BA-15	BA-30	MA	MA-20	MA-30	PHD
0	1.000	1.030	1.050	1.080	1.130	1.150	1.180
1	1.050	1.080	1.100	1.130	1.180	1.200	1.230
2	1.090	1.120	1.150	1.180	1.230	1.250	1.280
3	1.130	1.160	1.200	1.230	1.280	1.300	1.330
4	1.180	1.210	1.250	1.280	1.330	1.350	1.380
5	1.220	1.250	1.300	1.340	1.380	1.400	1.430
6	1.260	1.290	1.350	1.400	1.430	1.450	1.480
7	1.310	1.340	1.400	1.460	1.480	1.500	1.530
8	1.360	1.390	1.450	1.520	1.540	1.560	1.590
9	1.420	1.450	1.510	1.580	1.610	1.630	1.660
10	1.480	1.510	1.580	1.650	1.690	1.710	1.740
11	1.550	1.580	1.650	1.720	1.770	1.790	1.820
12	1.620	1.650	1.730	1.800	1.850	1.870	1.900

13	1.620	1.650	1.800	1.880	1.950	1.970	2.000
14	1.620	1.650	1.800	1.880	1.950	1.970	2.000
15	1.620	1.650	1.800	1.880	1.950	1.970	2.000
16	1.620	1.650	1.800	1.880	1.950	1.970	2.000
17	1.650	1.680	1.830	1.910	1.980	2.000	2.030
18	1.650	1.680	1.830	1.910	1.980	2.000	2.030
19	1.650	1.680	1.830	1.910	1.980	2.000	2.030
20	1.650	1.680	1.830	1.910	1.980	2.000	2.030
21	1.680	1.710	1.860	1.940	2.010	2.030	2.060
22	1.680	1.710	1.860	1.940	2.010	2.030	2.060
23	1.680	1.710	1.860	1.940	2.010	2.030	2.060
24	1.680	1.710	1.860	1.940	2.010	2.030	2.060
25	1.680	1.710	1.860	1.940	2.010	2.030	2.060
26	1.680	1.710	1.860	1.940	2.010	2.030	2.060
27	1.735	1.765	1.915	1.995	2.065	2.085	2.115
28	1.735	1.765	1.915	1.995	2.065	2.085	2.115
29	1.735	1.765	1.915	1.995	2.065	2.085	2.115
30	1.735	1.765	1.915	1.995	2.065	2.085	2.115
31	1.735	1.765	1.915	1.995	2.065	2.085	2.115
32	1.765	1.915	1.995	2.065	2.085	2.115	2.145
33	1.765	1.915	1.995	2.065	2.085	2.115	2.145
34	1.765	1.915	1.995	2.065	2.085	2.115	2.145
35	1.765	1.915	1.995	2.065	2.085	2.115	2.145

Teacher Schedule							
2025-2026			**Base Increase:**		**3%**		
	BA-0	BA-15	BA-30	MA	MA-20	MA-30	PHD
0	$43,712	$45,023	$45,898	$47,209	$49,395	$50,269	$51,580
1	$45,898	$47,209	$48,083	$49,395	$51,580	$52,454	$53,766
2	$47,646	$48,957	$50,269	$51,580	$53,766	$54,640	$55,951
3	$49,395	$50,706	$52,454	$53,766	$55,951	$56,826	$58,137
4	$51,580	$52,892	$54,640	$55,951	$58,137	$59,011	$60,323
5	$53,329	$54,640	$56,826	$58,574	$60,323	$61,197	$62,508
6	$55,077	$56,388	$59,011	$61,197	$62,508	$63,382	$64,694
7	$57,263	$58,574	$61,197	$63,820	$64,694	$65,568	$66,879
8	$59,448	$60,760	$63,382	$66,442	$67,316	$68,191	$69,502
9	$62,071	$63,382	$66,005	$69,065	$70,376	$71,251	$72,562
10	$64,694	$66,005	$69,065	$72,125	$73,873	$74,748	$76,059
11	$67,754	$69,065	$72,125	$75,185	$77,370	$78,244	$79,556
12	$70,813	$72,125	$75,622	$78,682	$80,867	$81,741	$83,053
13	$70,813	$72,125	$78,682	$82,179	$85,238	$86,113	$87,424
14	$70,813	$72,125	$78,682	$82,179	$85,238	$86,113	$87,424
15	$70,813	$72,125	$78,682	$82,179	$85,238	$86,113	$87,424
16	$70,813	$72,125	$78,682	$82,179	$85,238	$86,113	$87,424
17	$72,125	$73,436	$79,993	$83,490	$86,550	$87,424	$88,735
18	$72,125	$73,436	$79,993	$83,490	$86,550	$87,424	$88,735
19	$72,125	$73,436	$79,993	$83,490	$86,550	$87,424	$88,735
20	$72,125	$73,436	$79,993	$83,490	$86,550	$87,424	$88,735
21	$73,436	$74,748	$81,304	$84,801	$87,861	$88,735	$90,047
22	$73,436	$74,748	$81,304	$84,801	$87,861	$88,735	$90,047
23	$73,436	$74,748	$81,304	$84,801	$87,861	$88,735	$90,047
24	$73,436	$74,748	$81,304	$84,801	$87,861	$88,735	$90,047
25	$73,436	$74,748	$81,304	$84,801	$87,861	$88,735	$90,047
26	$73,436	$74,748	$81,304	$84,801	$87,861	$88,735	$90,047
27	$75,840	$77,152	$83,708	$87,205	$90,265	$91,140	$92,451
28	$75,840	$77,152	$83,708	$87,205	$90,265	$91,140	$92,451
29	$75,840	$77,152	$83,708	$87,205	$90,265	$91,140	$92,451
30	$75,840	$77,152	$83,708	$87,205	$90,265	$91,140	$92,451
31	$75,840	$77,152	$83,708	$87,205	$90,265	$91,140	$92,451
32	$77,152	$83,708	$87,205	$90,265	$91,140	$92,451	$93,762

Teacher Schedule							
2026-2027		Base Increase:		3%			
	BA-0	BA-15	BA-30	MA	MA-20	MA-30	PHD
0	$ 45,023	$ 46,374	$ 47,274	$ 48,625	$ 50,876	$ 51,776	$ 53,127
1	$ 47,274	$ 48,625	$ 49,525	$ 50,876	$ 53,127	$ 54,028	$ 55,378
2	$ 49,075	$ 50,426	$ 51,776	$ 53,127	$ 55,378	$ 56,279	$ 57,629
3	$ 50,876	$ 52,227	$ 54,028	$ 55,378	$ 57,629	$ 58,530	$ 59,881
4	$ 53,127	$ 54,478	$ 56,279	$ 57,629	$ 59,881	$ 60,781	$ 62,132
5	$ 54,928	$ 56,279	$ 58,530	$ 60,331	$ 62,132	$ 63,032	$ 64,383
6	$ 56,729	$ 58,080	$ 60,781	$ 63,032	$ 64,383	$ 65,283	$ 66,634
7	$ 58,980	$ 60,331	$ 63,032	$ 65,734	$ 66,634	$ 67,535	$ 68,885
8	$ 61,231	$ 62,582	$ 65,283	$ 68,435	$ 69,335	$ 70,236	$ 71,587
9	$ 63,933	$ 65,283	$ 67,985	$ 71,136	$ 72,487	$ 73,387	$ 74,738
10	$ 66,634	$ 67,985	$ 71,136	$ 74,288	$ 76,089	$ 76,989	$ 78,340
11	$ 69,786	$ 71,136	$ 74,288	$ 77,440	$ 79,691	$ 80,591	$ 81,942
12	$ 72,937	$ 74,288	$ 77,890	$ 81,041	$ 83,293	$ 84,193	$ 85,544
13	$ 72,937	$ 74,288	$ 81,041	$ 84,643	$ 87,795	$ 88,695	$ 90,046
14	$ 72,937	$ 74,288	$ 81,041	$ 84,643	$ 87,795	$ 88,695	$ 90,046
15	$ 72,937	$ 74,288	$ 81,041	$ 84,643	$ 87,795	$ 88,695	$ 90,046
16	$ 72,937	$ 74,288	$ 81,041	$ 84,643	$ 87,795	$ 88,695	$ 90,046
17	$ 74,288	$ 75,639	$ 82,392	$ 85,994	$ 89,146	$ 90,046	$ 91,397
18	$ 74,288	$ 75,639	$ 82,392	$ 85,994	$ 89,146	$ 90,046	$ 91,397
19	$ 74,288	$ 75,639	$ 82,392	$ 85,994	$ 89,146	$ 90,046	$ 91,397
20	$ 74,288	$ 75,639	$ 82,392	$ 85,994	$ 89,146	$ 90,046	$ 91,397
21	$ 75,639	$ 76,989	$ 83,743	$ 87,345	$ 90,496	$ 91,397	$ 92,747
22	$ 75,639	$ 76,989	$ 83,743	$ 87,345	$ 90,496	$ 91,397	$ 92,747
23	$ 75,639	$ 76,989	$ 83,743	$ 87,345	$ 90,496	$ 91,397	$ 92,747
24	$ 75,639	$ 76,989	$ 83,743	$ 87,345	$ 90,496	$ 91,397	$ 92,747
25	$ 75,639	$ 76,989	$ 83,743	$ 87,345	$ 90,496	$ 91,397	$ 92,747
26	$ 75,639	$ 76,989	$ 83,743	$ 87,345	$ 90,496	$ 91,397	$ 92,747
27	$ 78,115	$ 79,466	$ 86,219	$ 89,821	$ 92,972	$ 93,873	$ 95,224
28	$ 78,115	$ 79,466	$ 86,219	$ 89,821	$ 92,972	$ 93,873	$ 95,224
29	$ 78,115	$ 79,466	$ 86,219	$ 89,821	$ 92,972	$ 93,873	$ 95,224
30	$ 78,115	$ 79,466	$ 86,219	$ 89,821	$ 92,972	$ 93,873	$ 95,224
31	$ 78,115	$ 79,466	$ 86,219	$ 89,821	$ 92,972	$ 93,873	$ 95,224
32	$ 79,466	$ 86,219	$ 89,821	$ 92,972	$ 93,873	$ 95,224	$ 96,574

B. ISGIs (Ratio of BA – 0 base)

2025-26: Beginning July 2025, the base rate shall increase 3% to $31.52

2026-27: Beginning July 2026, the base rate shall increase 3% to $32.47

Legacy Clause:

- Beginning with the 2024-25 contract year, ISGIs hired prior to 7/1/2009 will receive a Longevity Stipend of 5.06% based on their current salary (including step, column, hours, and days) each year until they leave the district.
- Beginning with the 2024-25 contract year, ISGIs hired between 7/1/2009 and 6/30/2010 will receive a Longevity Stipend of 3% based on their current salary (including step, column, hours, and days) each year until they leave the district.

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	BA-0	BA-15	BA-30	MA
0	1.000	1.010	1.020	1.030
1	1.020	1.030	1.040	1.050
2	1.040	1.050	1.060	1.070
3	1.060	1.070	1.080	1.090
4	1.080	1.090	1.100	1.110
5	1.100	1.110	1.120	1.130
6	1.120	1.130	1.140	1.150
7	1.140	1.150	1.160	1.170
8	1.160	1.170	1.180	1.190
9	1.180	1.190	1.200	1.210
10	1.200	1.210	1.220	1.230
11	1.220	1.230	1.240	1.250

ISGI Schedule				
2025-2026			Base Increase:	3%
	BA-0	BA-15	BA-30	MA
0	$ 31.52	$ 31.84	$ 32.15	$ 32.47
1	$ 32.15	$ 32.47	$ 32.78	$ 33.10
2	$ 32.78	$ 33.10	$ 33.41	$ 33.73
3	$ 33.41	$ 33.73	$ 34.04	$ 34.36
4	$ 34.04	$ 34.36	$ 34.67	$ 34.99
5	$ 34.67	$ 34.99	$ 35.30	$ 35.62
6	$ 35.30	$ 35.62	$ 35.93	$ 36.25
7	$ 35.93	$ 36.25	$ 36.56	$ 36.88
8	$ 36.56	$ 36.88	$ 37.19	$ 37.51
9	$ 37.19	$ 37.51	$ 37.82	$ 38.14
10	$ 37.82	$ 38.14	$ 38.45	$ 38.77
11	$ 38.45	$ 38.77	$ 39.08	$ 39.40

ISGI Schedule				
2026-2027			Base Increase:	3%
	BA-0	BA-15	BA-30	MA
0	$ 32.47	$ 32.79	$ 33.12	$ 33.44
1	$ 33.12	$ 33.44	$ 33.77	$ 34.09
2	$ 33.77	$ 34.09	$ 34.42	$ 34.74
3	$ 34.42	$ 34.74	$ 35.07	$ 35.39
4	$ 35.07	$ 35.39	$ 35.72	$ 36.04
5	$ 35.72	$ 36.04	$ 36.37	$ 36.69
6	$ 36.37	$ 36.69	$ 37.02	$ 37.34
7	$ 37.02	$ 37.34	$ 37.67	$ 37.99
8	$ 37.67	$ 37.99	$ 38.31	$ 38.64
9	$ 38.31	$ 38.64	$ 38.96	$ 39.29
10	$ 38.96	$ 39.29	$ 39.61	$ 39.94
11	$ 39.61	$ 39.94	$ 40.26	$ 40.59

C. A teacher shall be placed on the applicable longevity step after two (2) consecutive years of teaching experience in the North Canton City Schools.

D. For purposes of longevity increments

1. Time during which a person has been on a leave of absence shall not be counted in computing years of service in North Canton City School District.

2. Leaves of absence shall not be considered an interruption in service in the North Canton City School District.

E. Bargaining unit members serving less than full-time shall be entitled to pro rata salary according to their actual service.

F. For a teacher to be placed in the BA+15, BA+30, Master's +20, or Master's +30 column, the additional hours must be semester hours or the equivalent, and be accrued after acquisition of the degree indicated in the column heading.

G. A teacher equivalency, as specified by Section 3317.061, Ohio Revised Code, shall be recognized for salary schedule placement of vocational teachers to whom such regulations apply.

H. Stipends

All listed stipends shall be calculated by multiplying the listed ratio times the BA-O base salary of the appropriate teacher schedule at the initial time the supplemental contract becomes effective. In the event the service is broken, continuous service will be recognized.

Any current member of the bargaining unit, who applies for a posted supplemental position, will be granted an interview with the head advisor, varsity head coach and/or district administrator that oversees the staffing for the particular stipend. The bargaining member applicant will be notified by

an administrator no later than thirty (30) days of the final posting date, of the decision to fill the position.

Stipends for advising or coaching extra-curricular activities and other supplemental duties will be paid upon the completion of the assignment. Payment will be made upon the request of the staff member, as verified by the principal, athletic director or appropriate supervisor, and included in a subsequent regular salary payment.

Department chairs, music directors, middle school athletic director, newspaper advisor, annual advisor and other staff members whose supplemental contract duties extend throughout the entire school year and are integral to their teaching duties will have the stipend paid in twenty-six (26) installments with their regular salary payments.

Ratio of BA-0 Base Salary **based on hire date into stipend position**

Base salaries to calculate stipends

	2025-26	**2026-27**
Hired after 7/1/2010	$43,712.00	$45,023.00
Hired between 7/1/2009 & 6/30/2010	$45,023.36	$46,373.69
Hired prior to 7/1/2009	$45,923.83	$47,301.16

Stipends

Years of Experience	0	5	10
Academics			
Academic Challenge Coach			
High School	0.10	0.11	0.12
Middle School	0.05	0.06	0.07
Assessment/HQSD Committee	0.07	0.07	0.07
Broadcast Journalism Advisor	0.02	0.03	0.04
Character Counts Advisor	0.06	0.07	0.08
Chess Club Advisor	0.03	0.04	0.05
Class Advisor			
Senior	0.06	0.07	0.08
Junior Class Advisor	0.05	0.06	0.07
Department Chair Person			
District and High School			
7 or more staff	0.07	0.08	0.09
6 or fewer staff	0.06	0.07	0.08
Middle School			
7 or more staff	0.06	0.07	0.08
6 or fewer staff	0.05	0.06	0.07
P-5 Grade Level/Building Leaders	0.04	0.05	0.06
Educators Rising Advisor	0.03	0.04	0.05
Esports Coach	0.12	0.13	0.14
GSA Advisor	0.04	0.05	0.06

High School Intervention Advisor	0.05	0.06	0.07
Language Club Advisor (ASL, German, Spanish, French)	0.04	0.05	0.06
Leadership Council Advisor	0.10	0.11	0.12
Assistant	0.06	0.07	0.08
Link Crew			
Lead	0.04	0.05	0.05
Lead With Duty Period	0.01	0.02	0.03
Member	0.02	0.03	0.04
Literary Magazine Advisor			
High School	0.03	0.04	0.05
Middle School	0.03	0.04	0.05
Local Professional Development Committee	0.07	0.07	0.07
Marine Biology Class	0.07	0.07	0.07
Marine Biology Trip Instructor	0.03	0.04	0.05
Math Team Advisors			
T.E.A.M.S. Advisor - HS	0.04	0.05	0.06
Middle School	0.05	0.06	0.07
Intermediate	0.04	0.05	0.06
Middle School Writing Competition Advisor	0.02	0.03	0.04
Mock Trial Advisor	0.06	0.07	0.08
Assistant	0.03	0.04	0.05

MS STEM Program	0.04	0.05	0.06
National Honor Society Advisor			
High School	0.06	0.07	0.08
Middle School	0.04	0.05	0.06
Newspaper Advisor			
without a class	0.12	0.13	0.14
with a class	0.05	0.06	0.07
PBIS Committee	0.02	0.02	0.02
Pep Club Advisor	0.04	0.05	0.06
Robotics Club	0.12	0.13	0.14
Social Justice Advisor	0.04	0.05	0.06
Speech and Debate Advisor	0.12	0.13	0.14
Assistant	0.07	0.08	0.09
Student Council Advisor			
High School	0.10	0.11	0.12
High School Assistant	0.03	0.04	0.05
Middle School	0.04	0.05	0.06
Elementary	0.04	0.05	0.06
Technology Integration Lead Teacher	0.06	0.07	0.08
Teen Institute Advisor			
High School	0.08	0.09	0.10
Middle School (Jr. T. I.)	0.08	0.09	0.10
Video Production Advisor	0.12	0.13	0.14

WEB

Lead	0.04	0.05	0.06
Member	0.02	0.03	0.04
Women in Engineering Advisor	0.04	0.05	0.05
Yearbook Advisor			
High School without a class	0.12	0.13	0.14
High School with a class	0.05	0.06	0.07
Middle School	0.03	0.04	0.05

Arts

Art Club Advisor	0.04	0.05	0.06
Art - Studio 525 Advisor	0.04	0.05	0.06
Drama/Play Advisor			
High School	0.05	0.06	0.07
Middle School	0.05	0.06	0.07
Guard Choreographer	0.04	0.05	0.06
Hoover Hall Manager	0.10	0.11	0.12
Instrumental Music Advisor (Marching, Instrumental & Summer)	0.27	0.28	0.29
Assistant (Marching, Instrumental & Summer)	0.21	0.22	0.23
Middle School (Marching & Instrumental)	0.15	0.16	0.17
Majorette Advisor	0.04	0.05	0.06

Musical			
High School - Director	0.07	0.08	0.09
High School - Technical Director	0.05	0.06	0.07
Middle School - Director	0.05	0.06	0.07
Middle School - Technical Director	0.02	0.03	0.04
String Music Advisor			
Elementary / Middle School	0.05	0.06	0.07
Elementary / Middle School (Including Summer)	0.07	0.08	0.09
High School	0.03	0.04	0.05
Vocal Music Advisor			
High School - I	0.14	0.15	0.16
High School - II	0.07	0.08	0.09
Middle School	0.05	0.06	0.07
Elementary	0.02	0.03	0.04
Intermediate	0.04	0.05	0.06

Athletics

Baseball / Lacrosse / Soccer / Softball / Track / Volleyball			
Heads	0.15	0.16	0.17
Varsity Assistant	0.11	0.12	0.13
9th Grade	0.11	0.12	0.13
7th – 8th Grade	0.08	0.09	0.10
Basketball			
Head	0.21	0.22	0.23
Varsity Assistant	0.13	0.14	0.15
Reserve	0.13	0.14	0.15

9th Grade	0.11	0.12	0.13
7th – 8th Grade	0.09	0.10	0.11
Bowling* / Cross Country / Golf / Tennis			
Heads	0.12	0.13	0.14
Varsity Assistant	0.09	0.10	0.11
7th – 8th Grade	0.07	0.08	0.09
Gymnastics*			
Head	0.09	0.10	0.11
Cheerleading Varsity			
Head	0.12	0.13	0.14
Junior Varsity	0.07	0.08	0.09
8th – 9th Grade	0.06	0.07	0.08
7th Grade	0.03	0.04	0.05
Football			
Head	0.24	0.25	0.26
Varsity Assistant	0.13	0.14	0.15
7th – 8th	0.08	0.09	0.10
9th Grade	0.11	0.12	0.13
Conditioning	0.08	0.09	0.10
Middle School Athletic Director	0.19	0.20	0.21
Ski Club Head Advisor	0.02	0.03	0.04
Swimming / Wrestling			
Heads	0.19	0.20	0.21
Varsity Assistant	0.13	0.14	0.15
Reserve – Diving	0.13	0.14	0.15
7th – 8th Grade	0.09	0.10	0.11

* - Head Coach position only

I. Part-time advancement on the salary schedule

One hundred twenty (120) days or one thousand (1,000) hours per year shall count as a year's credit on the salary schedule. If less than one thousand (1,000) hours, a year's credit shall be given in one thousand (1,000) hour increments.

ARTICLE XVIII - SCHOOL BASED DECISION MAKING/EDUCATION OPTION

A. 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 which are in conflict with provisions of this contract, a waiver of the conflicting contract provision may be submitted for approval by the Superintendent and Association President.

B. Implementation of SBO

1. 80% vote of teachers is required by secret ballot vote.

2. All proposals for contract waivers must be submitted to the Superintendent and the Association President fourteen (14) days prior to a vote on the waiver.

3. Vetoes by the Superintendent and/or Association President. (Vetoes can be implemented before submission of SBO to teachers for vote.)

4. Unless renewed, all SBO's shall sunset at the end of the school year.

5. There shall be no more than one waiver of any contract provision per vote.

ARTICLE XIX - SEVERANCE PAY

A. A certificated person having ten (10) or more years of service in the North Canton City School District who terminates his employment with the district and who actually retires from the profession and who qualifies for retirement payments under any state or municipal retirement system in Ohio, shall be entitled to severance pay calculated in accordance with the provisions of Section 124.39, Ohio Revised Code [twenty-five percent (25%) of accumulated but unused sick leave], for the aggregate value of accrued but unused sick leave not to exceed seventy-four (74) days. In addition, the person shall receive fifteen dollars ($15) per day for every day accumulated and unused above two hundred (200) days.

B. A certificated person having ten (10) or more years of service with the State, any political subdivisions, or any combinations thereof, but less than ten years of service in the North Canton City School District, who terminates his employment with the district and who actually retires from the profession and who qualifies for retirement payments under any state or municipal retirement system in Ohio, shall be entitled to severance pay calculated in accordance with the provisions of Section 124.39, Ohio Revised Code [twenty-five percent (25%) of accumulated but unused sick leave], for the aggregate value of accrued but unused sick leave not to exceed a total of sixty-eight

(68) days. In addition, the person shall receive fifteen dollars ($15) per day for every day accumulated and unused above two hundred (200) days.

If an employee under Section B dies while still employed by the District but, at the time of death, was qualified under STRS guidelines for retirement, any severance pay due will be paid to the employee's estate.

C. Application for severance payment shall be filed with the Treasurer. Payment shall be made within sixty (60) days of the effective date of retirement.

D. A seven hundred fifty dollar ($750) stipend will be paid to any individual who notifies the district, in writing, by March 1st of his/her retirement, effective at the end of that school year.

ARTICLE XX - SMOKE FREE ENVIRONMENT

No smoking will be permitted in any area of a school building.

ARTICLE XXI - STRS PICK UP

Pick-Up with Reduction

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers

Retirement System on behalf of the individuals in the bargaining unit with the following terms and conditions.

1. The amount to be picked up and paid on behalf of each employee shall be the employee's contribution. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall apply to all compensation including supplemental earnings.

5. For federal and state tax purposes the W-2 shall show the total amount of compensation reduced by the employee's contribution. For STRS purposes the total amount of compensation shall not be reduced. For local tax purposes the W-2 shall show the total amount of compensation prior to the reduction.

6. STRS pick-up shall in no way affect unemployment compensation, sick leave, workers' compensation,

severance pay, daily rate of pay, or any other calculation based on the unreduced rate of pay.

ARTICLE XXII - TRANSFERS

A. Voluntary

1. Those teachers requesting a change of teaching assignment either within their buildings or outside their buildings will file such requests on a form to be provided by the Administration.

2. Area of competency, certification, quality of teaching performance, and length of service in the district may be the determining factors in selection of teachers to be reassigned.

3. When vacancies meeting the specific request are available, the teacher requesting the change will be given consideration, providing the teacher making the request is qualified for the position available.

4. Request for transfer will be on file by April 1 of each year if consideration is to be given for the next school year.

5. The provisions of this article shall not apply to supplemental duty positions.

6. 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.

B. <u>Involuntary</u>

When transfers other than by request are necessary or appear to be necessary, a personal conference prior to written notification of transfer shall be held with the teacher by the Superintendent, if requested by the teacher. At this meeting, the reason for the transfer will be discussed. In all cases the Superintendent will make final determination of transfer and reassignment of personnel.

A teacher who is involuntarily transferred out of his/her building and other than for a RIF and receives notice during the school year, shall be given the option of receiving a one-time, two (2) release days to prepare for the new assignment or a one-time stipend of five hundred dollars ($500) each time an involuntary transfer occurs. If the teacher is involuntarily transferred out of his/her building and other than for a RIF and it occurs outside of the school year, the teacher shall be provided a one-time stipend of Five Hundred Dollars ($500) for the time necessary to prepare for the new assignment each time an

involuntary transfer occurs.

ARTICLE XXIII -TRAVEL

Classroom teachers who must travel between buildings in conjunction with their assigned classroom duties shall not be assigned homeroom responsibilities.

ARTICLE XXIV -TUITION-FREE ATTENDANCE

Children of employees, with the exception of post-secondary students taking more than two (2) classes, will be permitted to attend North Canton City Schools tuition-free under the following conditions:

A. Children will be accepted at all levels (K-12) on a space available basis as determined by the Superintendent.

B. Children will be assigned to elementary schools by the Superintendent on a space available basis.

C. Once accepted, children will be permitted to continue in the North Canton City Schools as long as their parent is employed by the district.

D. If a staff member is employed less than an FTE of 1.000, the tuition charge will be reduced by that percentage of time.

An example is:
FTE of .67 total tuition responsibility is reduced by .67

This provision shall not apply to any bargaining unit member who, as of June 30, 2011**,** had a child(ren) enrolled in the North Canton City School District.

ARTICLE XXV – UNIT SYSTEM FOR PART-TIME TEACHERS

4 -Unit Period Teacher engaged in instruction with students

2 -Unit Period Teacher engaged in student supervision-study hall, academic assist, planning period, team planning period, subject area support lab, etc.

1 -Unit Period Teacher engaged in travel between buildings, time before and after school including homeroom.

Middle / High School Units

5 classes	20
1 planning	2
1 academic assist	2
1 duty / team planning	2
1 before & after school	1
Total units	**27**

ARTICLE XXVI - VACANCIES

A. The Board agrees to announce vacancies and the qualifications for the position to the staff by written notice which shall be by e-mail and web site. When school is not in session, a paper copy of all postings will be mailed to the Association President.

Vacancies are:

1. Newly created positions in the certificated staff

2. Certificated positions arising as a result of reorganization

3. Certificated positions arising as a result of deaths, resignations, or retirements, non-renewals, terminations, transfers, or promotions

4. Certificated positions occurring as a result of curriculum shifts

B. The Board shall advise candidates from within the system of the outcome following the selection of a candidate for a given position within ten weekdays after the Board approves or ratifies the appointment.

C. Interested members of the current staff who file applications shall be considered in filling vacancies.

D. When known, the specific building in which the vacancy exists shall be included in the notice.

ARTICLE XXVII - EFFECT AND VALIDITY OF AGREEMENT

A. If any part of the Contract is found by any court of competent jurisdiction to be in violation of federal or state law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the Agreement shall continue to be in effect.

B. The Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any policy or practice, then the terms of this Agreement shall prevail.

C. The words "certificated person(s)," "certificated employee(s)," or "employee(s)," as used herein, are defined to mean those persons in the bargaining unit represented by North Canton Education Association, whether or not members

thereof, holding certificates issued by the Ohio Department of Education.

D. The term of this Agreement shall be from July 1, 2025 at 12:00 a.m. through and including June 30, 2027 at 11:59 p.m.

E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contact between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.

However, the Labor-Management Committee shall first discuss any items which would otherwise be considered proper subjects for mid-term bargaining in the absence of this section.

If, during the term of this Agreement, the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

If impasse is reached over items not contained in the contract, the Board may implement its last best offer in order to meet the deadline for compliance.

F. Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Agreement which shall be deemed incorporated by reference in such individual contracts.

G. This Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

XXVIII - MILEAGE

Any bargaining unit member who travels on official business, approved by the Superintendent or his/her designee, will be reimbursed mileage at the Internal Revenue Service (IRS) rate in effect each July 1st.

XXIX - PAYROLL CALENDAR / DIRECT DEPOSIT

A. All bargaining unit members shall be paid in twenty-six (26) equal payments over a twelve-month period.

B. When a pay day falls on a holiday, the preceding day shall be pay day.

C. Newly hired employees must have pay checks deposited directly into the bank of their choice by electronic transfer, on or before the date of pay day. Current employees may voluntarily have direct deposit into the bank of their choice.

D. Each employee will be provided a paycheck stub or its equivalent.

XXX – ASSOCIATION RIGHTS

A. Reasonable use of Board facilities and equipment to conduct Association business at no charge.

B. Transact Association business on Employers property / work site.

C. Represent bargaining unit members on any employment-related matter.

D. The use of one (1) designated bulletin board and public address system within each building for Association announcements, provided that no announcement shall be posted without prior notice to the building principal.

E. The use of Board's inter-school mail service for delivery of items which are appropriate as determined by the general office guideline for mail service.

F. 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.

G. Address employees before and after any staff meeting.

H. Every effort shall be made, through the labor management committee, to provide a schedule for the Association President that allows for a period of release time.

I. Professional Meeting:

a. Fifteen (15) days, independent of contract negotiations, 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.

b. The association further agrees to reimburse the Board for any substitute costs in excess of the number of days authorized above. The excess days must be approved by the superintendent.

XXXI – TUITION REIMBURSEMENT

The Board of Education will reimburse college or university tuition, as an incentive for continuing the educational process, in the amount of up to eight hundred dollars ($800) per

teacher per school year for tuition expenses actually incurred for a total district expenditure per school year of forty thousand dollars ($40,000). The request for tuition reimbursement must be submitted within ninety (90) days of the last scheduled day of the course. Requests will be paid in the fiscal year they are submitted. Course reimbursement cannot exceed the cost of the course. The teacher must pass this work for reimbursement. All coursework approved by the LPDC shall qualify for reimbursement.

A. Teachers must have at least a Provisional Certificate to receive tuition reimbursement for additional credit earned in any appropriate field. The guidelines contained herein must be met before proceeding with work.

B. Each member requesting such reimbursement, shall submit proof of payment and transcript that verifies completion.

C. A teacher must fulfill his/her contract the following year (those on leave of absences must return to duty at the end of the leave) or Board of Education has the right to reclaim money paid for tuition.

D. To be eligible for tuition reimbursement, one must have rendered at least one year's service on a contract with the Board of Education.

E. The tuition reimbursement will be made within forty-five (45 days) when an official transcript is submitted to the Superintendent's Office.

COMPREHENSIVE COLLABORATIVE AGREEMENT RENEWAL

among the

Lake Local Board of Education / Lake Local Education Association

North Canton City Board of Education / North Canton Education Association

Plain Local Board of Education / Plain Local Teachers' Association

Jackson Local Board of Education/Jackson Memorial Education Association

Canton City Board of Education/Canton Professional Educators' 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/she may have in his/her 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/her home district, the teacher shall be placed on a recall list in all his/her 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/her seniority.

For purposes of this Agreement, seniority shall be defined as the teacher's length of continuous service from his/her initial date of hire with his/her 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/her home district, he/she shall be given the same credit for years of service for salary schedule and seniority purposes as if he/she were recalled by his/her home district.

Such teacher shall be assigned to (employed by) the recalling district only until such time as his/her 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/her home district with no break in seniority, and with placement on the home district's salary schedule for all years of service in his/her home district, and all years of service, or fractions thereof, in the district to which he/she 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/her employment rights in his/her home district. Other than for salary schedule purposes, the teacher's seniority in his/her 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 districts' 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 their 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 4117.18 (C) to any Association exercising their rights under 4117.14 (0) (2).

13. If an Association, who is a party to this Agreement, exercises its right under 4117.14(0)(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 July 1, 2025 through and including June 30, 2027. 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.

FOR THE BOARD OF EDUCATION
PURSUANT TO RESOLUTION ADOPTED

Chief Negotiator

Treasurer

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

FOR THE NORTH CANTON EDUCATION ASSOCIATION

President

Chairman, Negotiating

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member