



CONTRACT AGREEMENT

with the

CANTON LOCAL
BOARD OF EDUCATION

11-MED-01-0093
2193-02
k29079
11/14/2012

and the

CANTON LOCAL
EDUCATION ASSOCIATION

July 1, 2011
through and including
June 30, 2014

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ARTICLE 1 – RECOGNITION

1.01 Recognition

The Canton Local Board of Education, hereinafter called the “Board”, hereby recognizes the Canton Local Education Association/OEA/NEA, hereinafter called the “Association”, as the sole and exclusive representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.

1.02 Bargaining Unit Defined

- A. The bargaining unit shall include all certificated or licensed professional employees including home school liaisons as defined in ORC 4117 currently employed or to be employed excluding management level employees, confidential employees, the nurse, substitutes not under contract, and employees in other bargaining units.
- B. Hereinafter, employee(s) in the defined unit shall be referred to as bargaining unit members(s) or employee(s).

1.03 Employee Rights

All employees of the bargaining unit as described herein are entitled to all rights, benefits, and privileges of this Contract unless otherwise specified.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

2.01 Subjects of Negotiations

The Board and Association shall negotiate in good faith on all matters related to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

2.02 Requests for Negotiations

If either of the parties desires to negotiate any subject covered by Article 2.01 of this Agreement, it shall notify the other party in writing between 60 and 100 days prior to the expiration of this Agreement. Notification in writing from the Association shall be served on the Superintendent, and notice from the Board shall be addressed to the President of the Association. A meeting shall be scheduled within fifteen (15) calendar days or a mutually agreed to date at which time proposals shall be exchanged.

2.03 Negotiations Meetings

- A. Negotiations meetings shall be scheduled by mutual agreement.
- B. Negotiations are to be completed within forty-five (45) calendar days, unless mutually agreed otherwise.
- C. Negotiations shall be closed to the media.
- D. During the course of a negotiation meeting, either party may recess for caucuses of reasonable length at any time.

2.04 Representation

- A. Representation at negotiation meetings shall be limited to four (4) representatives of the Association and four (4) representatives of the Board. Only those individuals designated by the Association and the Board shall attend meetings unless parties agree otherwise.
- B. Each bargaining team shall be clothed with the authority to make proposals, counterproposals, and to arrive at a tentative agreement on any and all negotiation issues.
- C. If negotiation meetings are scheduled during work hours of any Association bargaining team member, he/she shall be granted release time.

2.05 Information

Prior to and during the period of negotiations, the parties agree to furnish, upon written request, in a reasonable time, and at no cost available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals.

2.06 Progress Reports

- A. During negotiations, interim reports may be made to the Association by its representatives and to the Board by its representatives.
- B. All releases to the news media during negotiations shall be mutually agreed upon before release.

2.07 Agreement

- A. As tentative agreement is reached on items which are the subject of negotiations, the agreement on those items shall be reduced to writing and initialed by the designated representatives of each party but such initialing shall not be construed as final agreement.
- B. If tentative agreement has been reached on all issues, the agreement shall be reduced to writing and submitted by the Association to the Association membership for approval. If ratified by the Association membership, the agreement shall be submitted to the Board for approval not later than the next regularly scheduled Board meeting. If approved by both parties, the agreement shall then be signed by the representatives of each party and be adopted in resolution form as the policy of the Board.
- C. If agreement is not reached forty-five (45) days prior to the expiration of the contract, the parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). Any costs shall be shared equally between the Association and the Board.

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, but shall not have the authority to extend the time limits of any existing agreement or bind the parties to any agreement. Mediation shall continue for up to thirty (30) days after the first session, unless the parties mutually agree to extend this procedure.

Mediation, as described in this article, constitutes the parties mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all of the dispute settlement procedures set forth in the Ohio Revised Code.

ARTICLE 3 – ASSOCIATION RIGHTS

3.01 Representative Visitation

Representatives of the Association may transact official Association business on school property as long as they do not interfere with or interrupt any instructional programs or work schedules of employees. Association representatives should report their presence in the building to the building office.

3.02 Building and Equipment Use

- A. Subject to availability and approval by the appropriate administrator, the Association shall have the right to use for Association business, school buildings and equipment.
- B. The charges to the Association for the use of the school buildings and equipment shall be as follows:
 - 1. Cost of Board consumable office supplies utilized by the Association.

3.03 Bulletin Boards – Mail

A bulletin board shall be placed in each building on which the Association shall have the privilege of posting notices of its activities and matters of Association concern. The Association

shall be permitted the use of mailboxes and the internal mail system of the school for communications to the employees.

3.04 Communications with the Board

The Association shall be supplied with an agenda of each Board meeting at least 24 hours in advance of the meeting. Minutes of the Board meetings shall be provided to the Association President.

3.05 Representation

No employee shall be required to attend all grievance hearing or disciplinary conference without a representative of the Association present.

3.06 Board Policy Manual

A complete up-to-date copy of the Board Policy Manual shall be made available online.

3.07 Association Release Time

- A. The Association will be granted four (4) days leave per school year (July 1 through June 30). The President will notify the Superintendent of the member who will use the leave and the date the leave will be taken.
- B. This leave shall be granted upon written request from the Association President. The leave request must be submitted at least five (5) days in advance to the Office of the Superintendent and shall include the name(s) of the Association representative(s), and the date(s) for which leave is requested.
- C. At his/her discretion, the Superintendent may approve additional Association leave.
- D. If the Association President is a high school or middle school member, one extra planning period per day shall be granted. If the Association President is an elementary staff member, refer to 3.07 C.

3.08 Communication with Employees

The Association shall be permitted to make announcements at general staff meetings, building meetings, and total staff meetings at the end of such meetings and use the public address system for Association announcements subject to usual building procedures.

3.09 Communicating the Contract

Upon completion of this Agreement, it will be made available on-line. The Association President and the Superintendent will jointly decide the number of contracts to be printed at the expense of the Association and the Board.

3.10 Payroll Deduction of Union Dues

- A. The Board agrees to deduct from the wages of any employee member of the Association, the dues of the Association, upon presentation of a written deduction authorization from the employee-member of the Association. All moneys deducted for such purpose shall be paid within ten (10) days after deduction to the Association.
- B. Deductions for Association dues will be made in equal installments beginning with the next pay period following the presentation of authorization and ending with the last pay period in August.
- C. In the event an employee severs employment, the Treasurer shall deduct all owed and remaining dues from that employee's last check.

3.11 Calendar

The Association shall have input into the development of the yearly school calendar.

ARTICLE 4 – ATTENDANCE STIPEND

- 4.01 Those employees who are not absent on any scheduled work day during a semester, except for those absences caused by approved professional, leave to attend a funeral, assault, jury leave, comparable time and high holy days, shall receive an additional stipend of \$100 per semester.

ARTICLE 5 – CALAMITY DAY

- 5.01 A. Any day(s) school is closed due to calamity as defined by ORC 3317.01 (B) shall not be rescheduled unless the school calendar is reduced below the minimum allowed by law. Employees shall be paid at their regular rate for calamity days that are not rescheduled.
- B. Should the school year be reduced beyond the days included in the adopted school calendar, and therefore fall below the minimum required by law, then additional days will be scheduled during time that is mutually agreed upon by the Labor Management Committee.
- C. Any day in which there is a two-hour delay, certified staff will be required to report to school at the regular start time.
- D. If a two-hour delay turns into a calamity day and the day must be made up at the end of the year, the make up day will be done as a two-hour delayed start.

ARTICLE 6 – DISCIPLINE

- 6.01 A. No employee shall be disciplined, reduced in rank or compensation, demoted, non-renewed, without “just cause” and compliance with applicable provisions of this contract. The provisions of this section shall not apply until an employee has completed three years of service in the district and been renewed for the succeeding school year.
- B. Termination proceedings shall be under Ohio Revised Code 3319.16.

- C. Disciplinary Actions - The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct as determined by the Superintendent or where health or safety is involved.

Letters of reprimand or oral reprimands 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 suspension with pay may be imposed at any time by the superintendent either separately or in conjunction with an oral or written reprimand.

A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a cumulative total 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 a responsible administrator to explain his or her actions. Such suspension(s) shall not be grieved under the grievance procedure provisions of this Agreement. The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the Board of Education from acting to nonrenew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

ARTICLE 7 – DRESS CODE

- 7.01 Prior to adopting a change in the dress code, the Board shall bargain with the Association.

Male teachers are to be attired in dress slack and dress shirt and/or polo shirt with Canton Local logo, dress pants/dockers (no tie required except when requested by administration for conference day, grandparent's day, Veteran's Day, etc.)

Jeans shall be viewed as appropriate dress once per month as designated by the building principal and on other days allowed for by the superintendent.

ARTICLE 8 – DRUG FREE WORKPLACE

- 8.01 A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- B. The conviction, guilty, or no contest plea of an employee for unlawfully manufacturing, distributing, possession and/or use and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE 9 – EMPLOYEE EVALUATION

- 9.01 Ohio Revised Code 3319.111 will be used as the method of evaluation for members of the bargaining unit (copies to be placed in the teacher handbook).
- 9.02 Observations
- A. Schedule of Observations
1. All formal observations shall be preceded by a conference between the evaluator and the employee in order for the employee to explain plans and objectives for the work situation to be observed. The Pre-Observation/ Evaluation Instrument (Appendix A) shall be completed prior to the observation.
 2. A post-observation conference shall be held after each formal observation during which performance deficiencies are observed.
 3. An employee may request a formal observation at any time in addition to those required by this procedure.
- 9.03 An employee shall be entitled to Union representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

ARTICLE 10 – ENTRY YEAR PROGRAM

- 10.01 The Entry Year Program will align with the requirements of the legislature and the Ohio Department of Education. The Association and Board will work collaboratively to determine an aligned plan.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Definitions

- A. A grievance is a complaint by a bargaining unit member of the local association that there has been a violation, misinterpretation, misapplication, or deviation of a specific provision of the contract agreement between the Canton Local Board of Education and the Canton Local Education Association.
- B. A grievance procedure is a method by which an individual or group of individuals or the Association can express a complaint, problem or dispute without fear of reprisal and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.
- C. Days are defined as calendar days exclusive of Saturdays, Sundays, and legal holidays, whether or not school is in session.

11.02 Time Limits

- A. A grievance shall be filed within fifteen (15) working days following the incident that provoked the grievance.
- B. A grievance shall be filed at the “lowest possible level”. The “lowest possible level” means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- C. Except for the Informal Procedure, before a grievance can move to the next level, the grievant must first discuss the grievance with the Association President for

their evaluation. The Association Board shall have full authority to process or deny any grievance.

- D. The grievant may be represented at any and all levels of the grievance procedure by the Association or its affiliates. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its view at any level of this procedure.
- E. Before a grievance is taken to the next level, the Association has the option of withdrawing its support and the grievance procedure stops.
- F. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at the step and further appeal shall be barred.
- G. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the Grievant to proceed to the next step.

11.03 Informal Procedure

The grievant shall discuss the grievance with the principal, or his/her immediate supervisor, who shall endeavor to affect a solution.

11.04 Formal Procedure

At the formal level a grievance must be reduced to writing on the appropriate Grievance Report Form (Appendix B).

A. Level I

If a satisfactory solution is not effected in fifteen (15) days, the grievant shall request a formal review of the grievance, in writing, with the Superintendent.

Within fifteen (15) days of this request, the Superintendent shall hold a hearing on any grievance

and will advise, counsel and take steps which are in her/his judgment desirable or necessary to effect a solution.

B. Level II

In the event the Level I step does not result in a solution within fifteen (15) days satisfactory to the grievant, he/she may request the grievance be submitted to arbitration.

11.05 The fact that an individual files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or other individuals in the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in the grievance procedure.

11.06 Arbitration

A. An arbitrator shall be selected from a list of fifteen (15) arbitrators which the Association representative and the Board representative shall request from the American Arbitration Association. Within ten (10) days following the receipt of this list, the Association representative and the Board representative shall meet for the purpose of naming the arbitrator either by mutual agreement or by striking process, whereby each shall alternately strike a name from the list until a final name remains who shall be the arbitrator. The person striking first shall be determined by the single toss of a coin. The hearing shall be held within ten (10) days of selection, if possible. The decision reached by the arbitrator shall be binding on both parties.

B. Both parties shall equally share all expenses of the arbitration.

ARTICLE 12 – HEALTH AND SAFETY

- 12.01 The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees.
- 12.02 Only certified/licensed medical personnel shall be required to perform medical procedures.
- 12.03 Any employee may choose to have a Hepatitis B immunization at Board paid expense. If an individual chooses to have the immunization, he/she shall not be required to perform duties outside their job description as a result of obtaining the immunization.

ARTICLE 13 – HIRING /REHIRING RETIREES

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

- 13.01 The individual shall be issued one, two or three year limited contract which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
- 13.02 The employee must waive any rights he/she may have or accrue under 3319.11ORC, 3319.111ORC.
- 13.03 The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or Board policy.
- 13.04 The employee waives any rights he/she may have or accrue to any type of retirement incentive program.
- 13.05 The employee agrees to be placed on the salary schedule at step 7 and on the MA column, if applicable. The employee shall stay at step 7 of the salary schedule for the entire duration of the retire/rehire period. The employee shall retain seniority for purposes of seniority and reduction in force (RIF).

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

Article 9	Employee Evaluation
Article 28	Salary Schedules
Article 31	Severance Pay Policy
Article 35	Vacancies and Transfers

13.07 Positions held by retirees that are to be rehired, are not required to be posted and filled under the terms of the collective bargaining agreement.

ARTICLE 14 – INSERVICE

14.01 Bargaining unit members may be required to attend up to twenty (20) hours inservice meetings per year, in addition to the current 185 days, under the following conditions:

1. The dates for the inservice shall be agreed upon by the Labor/Management committee.
2. The rate of pay shall be \$20 per hour.
3. Inservices conducted during the summer months shall be paid at \$20 per hour with an \$80 minimum, unless the inservice is held within the two weeks prior to the beginning of the 1st student day.
4. Work schedules, vacation or other extenuating circumstances are reasons for an individual to be excused from summer attendance, unless the inservice is held within the two weeks prior to the beginning of the 1st student day.
5. At least fourteen (14) days notice will be given for inservice.
6. Mandatory inservice will be scheduled no earlier than two (2) weeks before convocation and no later than the end of the school year.

14.02 Student Delayed Start

Student Delayed Start is an acceptable method of scheduling inservice or faculty meetings.

ARTICLE 15 – INSURANCE

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

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

Coverage Overview: See Plan Booklet for more detailed coverage information

15.02 **Medical**

A. The Board will pay 90% of the premium and the employee will pay 10% for full-time employees.

B. Stark County Schools Council

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

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

C. Preferred Provider - Doctors/Hospitals

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

Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or 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.

E. Well Baby Care: \$1,000

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

G. Early Retirement Incentive

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

H. Specifications - PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

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

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

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

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

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

15.03 **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$70,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

15.04 **Dental Insurance**

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

Plan description (summary only):

- 1) Maximum benefits/covered person:

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

Lifetime maximum Orthodontia	\$1200/per individual
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15.05 **Section 125 – Tax Shelter**

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

ARTICLE 16 – LABOR MANAGEMENT COMMITTEE

- 16.01 A. A Labor Management Committee (LMC) shall be established for the 1995-96 school year and thereafter. The Superintendent and Association President shall each be members of the committee and each shall appoint up to six (6) other members to serve on the committee. The committee shall meet at least four (4) times per school year.
- B. The Federal Mediation and Conciliation Service shall provide training for all committee members prior to the first meeting.

ARTICLE 17 – LEAVES

17.01 Personal Leave

Each regular employee shall, for good cause shown, be entitled to three (3) days of personal leave which shall not accumulate from year to year and not be deducted from the employee's sick leave. Requests for personal leave are to be made with the Superintendent.

One (1) day of personal leave each year shall be unrestricted. (This means that B.1 and B.2 do not apply.)

An unused unrestricted personal leave may be carried forward to the next school year. However, in no event may the total unused unrestricted days exceed two in any given year.

Table 1

Year One 2011-2012	Year Two 2012-2013	Year Three 2013-2014
1 Unrestricted Day	2 Unrestricted Days	2 Unrestricted Days
2 Unrestricted Days	1 restricted Day	1 Restricted Day
*An employee will have 1 Unrestricted Personal Day and 2 restricted Personal Days in Year one. If NO unrestricted personal leave is USED, the employee will have 2 unrestricted days and 1 restricted day in year 2.	*If NO unrestricted Personal Leave is USED in year two, the employee will have 2 unrestricted days in year 3.	

A. "Good Cause shown" under this policy shall be presumed when the personal leave is requested by reason of:

1. Transaction of business which cannot be taken care of on off-school days or during off-school hours;

2. Observance of religious holidays of the employee's religious faith;
3. Court appearances as a litigant or witness;
4. Emergencies beyond the employee's control.

B. Restrictions

1. Personal Leave may not be used on days immediately before or after a holiday.
2. Personal Leave may not be used for vacation, rest, pleasure trips, hunting, shopping, social activities, profit-making business, or seeking other employment.
3. Only ten (10) percent of a building staff may have personal leave granted on any given day.
4. Death or severe illness of a close personal friend or relative not covered under sick leave.

Under unusual conditions, the Superintendent may make an exception to the restrictions noted in number 1 through number 4 above.

C. Procedures

1. Requests for personal leave shall be made on the form prescribed by the administration at least one week prior to the day of the requested leave. In an emergency situation, the requirement for one week advance written notification may be waived by the Superintendent. If a waiver is granted, a completed personal leave request form must be submitted to the Superintendent within one week following usage of the personal day. In all instances of emergencies where advanced notice has not been given, the building principal must be notified so that arrangement can be made for a substitute teacher.

2. Responsibility rests with the employee to notify his/her building principal or supervisor when the request is submitted.
- D. Falsifications/abuse of personal leave shall be grounds for termination.

17.02 Sick Leave

A. Annual Allowance

Each employee shall be granted sick leave on the following basis: One and one-fourth (1-1/4) days for each completed month of service or fifteen (15) days for each completed year of service. Each new employee who has exhausted his/her accumulated sick leave shall be entitled to an advancement of five (5) days sick leave. This advancement shall be deducted from the sick leave he/she subsequently accumulates.

B. Reporting Absence (teachers)

1. Teachers needing a substitute are to report to the principal or someone designated by the principal. As much advance notice as possible should be given.
2. Teachers who are absent should, when possible, report to the principal by 2:00 p.m. whether or not they plan to be present the following day.

C. Accumulation

1. Sick leave credit will continue to accumulate while on sick leave.
2. Sick leave days accumulated shall be three hundred twenty-four (324) days for 2011-2012, three hundred thirty-two (332) days for 2012-2013 and 2013-2014.
3. Bargaining unit members who are part time shall be entitled to sick leave for the time actually

worked at the same rate as that granted like full time employees. Each day's absence will be considered as one day to be deducted from accumulated sick leave.

4. Each day's absence allowed under sick leave policy will be considered as one day to be deducted from accumulated sick leave.

D. Usage

Sick leave may be used for personal injury or illness, pregnancy, exposure to contagious disease or injury, illness or death of a member of the immediate family, or to attend the funeral of relatives outside the immediate family or close friends.

1. Sick leave may be used at any time for members of the immediate family or such other person for whom the employee takes the major responsibility for care and aid. In cases wherein an employee's request for sick leave under this clause is questionable, the final decision shall rest upon the discretion of the Board of Education.
2. Employees shall be allowed to use up to three (3) days of sick leave, and additional days if approved by the local Superintendent, in the event of a death of a sister, brother, father-in-law, mother-in-law, brother-in-law, or sister-in-law.
3. An employee shall be allowed to use one (1) day of sick leave, and additional days if approved by the local Superintendent, to attend the funeral of an aunt, uncle, nephew, or niece. An employee shall be allowed to use one (1) day of sick leave to take part in a funeral of any other deceased person's family.
4. Sick leave cannot be used for personal business or visiting.

5. No employee shall lose the accumulative sick leave allowance by reason of having been on leave of absence, nor shall sick leave accumulate while on leave.

E. Exhaustion of Sick Leave

An employee who exhausts sick leave may be granted additional sick leave time with the approval of the Superintendent.

17.03 Parent/Maternity Leave

A. Leave Rights

Any employee who is expecting a child or who is adopting a child five (5) years old or younger shall be granted (upon application) a leave of absence without pay. The leave shall be no longer than one academic school year. However, it may be extended an additional year upon approval of the Board.

B. Application for Leave

Application for parental leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the employee anticipates to return to service.

C. Reinstatement of Rights

Upon return from approved parental/maternity leave the employee shall be entitled to reinstatement to the same or similar position with the same contractual status which he/she held prior to the leave. If that position is no longer available, a substantially equivalent position. The employee shall notify the Board by April 1st of the intent to return to work.

17.04 Assault Leave

A. Definition

Any employee who suffers illness or injury (physical or psychological) that is caused by a job-related assault, be it on or off the Board's premises, shall be granted assault leave for the length of the absence.

The employee must furnish a signed statement on a prescribed form to justify use of assault leave. Falsification is grounds for suspension or termination. A statement from a licensed physician or licensed mental health professional must also be provided stating the nature of injury and the anticipated length of time an employee is unable to return to work.

1. Employees shall report immediately to their supervisor or acting principal all cases of assault suffered by them in connection with their employment.
2. Whenever an employee is absent from work as a result of an illness or injury caused by such an assault, he/she will be paid his/her full wages and benefits for the period of such absence for up to forty-five (45) days.
3. Use of assault leave shall not be deducted from sick leave or personal leave.
All documented medical/emergency costs as a result of an assault and not covered by Worker's Compensation, the employees insurance or other sources shall be paid by the Board of Education.
4. Any amount of salary payable under this section shall be reduced by the amount of any Worker's Compensation awarded.
5. The Board shall have the right to require the employee to be examined at Board expense by a physician designated by the Board for the purpose of establishing the length of time during

which the employee is temporarily disabled from performing his/her duties. In the event that there is no length of time established through Worker's Compensation proceedings, and there is a dispute between the employee's personal physician and the Board's designated physician, the Board shall designate a third person (at Board expense) to examine the employee. The majority opinion of the three physicians shall prevail.

17.05 Compulsory Leave

Release time shall be granted for required appearances in court or other tribunal where the bargaining unit member is a defendant or subpoenaed witness. If an employee is dismissed with more than half of his/her scheduled time remaining, the employee shall return to his/her regular assignment.

17.06 Jury Duty Leave

Employees shall be excused from performing their regular duties when summoned for jury duty. When serving on jury duty, the employee shall receive his/her regular rate of pay. Upon completion of jury duty, the employee shall remit all jury duty pay (less mileage and meal allowances) to the Board Treasurer.

17.07 Professional Leave

Any employee may receive compensation and expenses for days on which he/she has prior approval of the Superintendent to attend professional meetings. Expenses must be documented in accordance with current policies or procedures.

17.08 Unpaid Leaves

- A. The Board may grant unpaid leave upon written request to the Superintendent to any employee.
- B. The leave may be granted for period of up to one (1) year. Such leave may be renewed by the Board upon request for up to one (1) additional year and thereafter may be renewed upon request with Board approval.

- C. All requests for unpaid leave shall specify the reason(s) for the leave, the proposed beginning date and the proposed duration.
- D. An employee on unpaid leave shall inform the Superintendent in writing of his/her intention to return to duty at least thirty (30) calendar days before the expiration of the leave.
- E. Any employee on an unpaid leave for one (1) year or more must notify the Superintendent by April 1 of the school year before they intend to return to duty.
- F. Upon return from leave, the employee shall resume the same contractual status which was held prior to the leave.

17.09 Family Medical Leave

- A. 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.
- B. Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
- C. The Board shall provide a copy of the policy on FMLA in the library of each building.

17.10 Flexibility

Under extenuating circumstances an employee is permitted to leave his/her building for a period of not more than one (1) hour. The employee must notify his/her immediate supervisor prior to exercising this provision of the contract. The administration may grant up to two (2) hours if it is feasible to cover the teacher's assignment.

ARTICLE 18 – LENGTH OF SCHOOL DAY

- 18.01 The teacher workday shall be a maximum of seven and one-half (7.5) hours in length, which shall include no less than a thirty (30) minute duty-free lunch. This may be adjusted when the teacher and administrator mutually agree upon a different arrangement.
- 18.02 Bargaining unit members may be required to attend one (1) meeting in any one month, before or after the teacher workday called by the building principal or Superintendent. A meeting called in any one month shall not exceed sixty (60) minutes in length.
- 18.03 Required meetings in excess of the above limitations may be called for emergency purposes. An emergency meeting may be called for extenuating circumstances resulting from an unforeseen event that could be potentially disruptive to school operations.
- 18.04 Nothing in this article shall prohibit the scheduling of voluntary meetings.
- 18.05 Each bargaining unit member shall have a minimum of forty (40) minutes per day of planning or may be adjusted when the teacher and administrator mutually agree, but will be the equivalent of two hundred (200) minutes in a five (5) day week.
- 18.06 Teachers have the right to refuse to “cover” a class during their planning or lunch period. Teachers who are asked and agree to cover a class during their planning or lunch, period or who are asked to absorb another teacher’s full class into their own shall receive compensation time. Compensation time shall only be taken for full days. A full day is considered seven (7) class periods at middle and high school and five (5) instructional hours at the elementary level. A compensation reporting sheet shall be filled out on each occasion.

This section shall also apply to elementary teachers who must “cover” an art, music or physical education class due to the absence of a special area teacher where no substitute for that teacher has been provided.

- 18.07 Except for the reasons stated in the above sections, no bargaining unit member will be required to lose a preparation period for building or curriculum meetings.

ARTICLE 19 – LENGTH OF SCHOOL YEAR

- 19.01 The regular school year for full time members of the bargaining unit shall be no more than 185 days. Under mutual agreement of the bargaining unit member and the Superintendent, the bargaining unit member may work less than 185 days.

The days shall be used as follows for the 2011-2012; 2012-2013; and 2013-2014 school years:

- 179 student days of instruction
- 1.5 parent-teacher conference days
- 1 day -convocation (prior to the first day of instruction)
- 1.5 days guided professional development – to be scheduled no earlier than 2 weeks before convocation and no later than the end of the school year)
- 1 day at the end of the instructional year for grade completion and record keeping
- 1 day of self-guided professional development

- 19.02 A day is equivalent to seven and one-half hours (which includes lunch).

ARTICLE 20 – NON-DISCRIMINATION

- 20.01 The Board shall not discriminate with regard to disability, race, color, creed, ancestry, national origin, sex, religion, martial status, age, union membership or union activities.

ARTICLE 21 – PAYROLL DEDUCTIONS

- 21.01 Employees shall be paid in twenty-six (26) equal pays. In school years when regular paycheck disbursement would result in twenty-five (25) two-week pay periods and one three-week pay period, the final five (5) pays will instead be calculated based on

eleven (11) days instead of ten (10) days. The Association will be consulted prior to any adjustments in the twenty-six (26) equal pays. All bargaining unit members shall be notified annually of the specific pay dates of each school year.

If a payday occurs on a holiday, the preceding workday shall be pay day.

21.02 Timelines for Establishing or Changing Payroll Deductions

- A. Establishing or changing of TSA may be made at any time during the year. The payroll authorization form must be in the Administrative Center no later than two weeks prior to payday. The TSA company must be notified prior to payroll authorization.
- B. The establishment or change for Credit Union deduction may be done at any time during the year. The payroll authorization forms must be turned into the Administrative Center one week prior to payday.
- C. Changing exemptions for purposes of Federal and State income tax withheld may be made at any time during the year. W-4 forms and IT-4 forms must be turned in to the Administrative Center one week prior to payday.
- D. Establishing or changing a city income tax deduction may be made at any time during the year. Payroll authorization forms must be turned into the Administrative Center one week prior to payday.

	<u>Payday Effected</u>	<u>Deadline</u>
TSA's	First pay in Jan. First pay in May First pay in Sept.	Two weeks prior first pay in Jan., May, September
Credit Union	Any payday	One week prior to next payday
W-4, It-4 Forms	Any payday	One week prior to next payday

	<u>Payday Effected</u>	<u>Deadline</u>
City	Any payday	One week prior to next
Income Tax		payday
Union Dues	Any payday	One week prior to next
		Payday

ARTICLE 22 – PERSONNEL FILES

22.01 Maintenance of One File

Only one personnel file must be maintained for each employee. All file entries shall be signed and dated by the supervisor submitting the entry and the bargaining unit member shall receive a copy when the entry is made. The file shall contain a record of those who reviewed the file and the date of the review.

22.02 File Contents

The file shall be limited to work performance, discipline, and routine personnel data. No misleading, inaccurate, invalid information or anonymous documents shall be included in the file.

22.03 Review of File

The employee shall be permitted to review the contents of the employee's file at all reasonable times and may be accompanied by an Association representative

22.04 Employee's Right to Respond

The employees shall have the right to rebut or add comments to any information in the file.

22.05 Expungement of File

All disciplinary documents placed in the file shall automatically be expunged seven (7) years from the date of filing provided the employee has not been guilty of the same infraction within that time period.

**ARTICLE 23 – PROCESS FOR A CONTRACT
WAIVER FOR A BUILDING**

23.01 Procedure

A member of the bargaining unit or an administrator who wants to initiate a practice that would not be permitted under the current contract language could obtain a waiver by following the sequence below:

1. The plan must be put in writing and contain:
 - a. the intended practice
 - b. ramifications and implication for the buildings as a whole
 - c. duration
 - d. financial implications
2. The plan will first be submitted to the building principal, CLEA and Superintendent. They may jointly revise, approve, or disapprove the plan before it reaches Step #3.
3. An opportunity for open discussion on the proposal must be provided preferably at a staff meeting.
4. The plan will than be voted on by secret ballot by the CLEA members in the building. Eighty-five percent (85%) of the members must approve for the plan to remain viable.
5. The plan shall become an Appendix to this contract upon approval of the CLEA and the Superintendent.

ARTICLE 24 – PROFESSIONAL DEVELOPMENT

- 24.01 A Local Professional Development Committee (LPDC) shall be established in the Canton Local School District by September 1998. The committee shall have the responsibility for approving individual professional development plans submitted by certificate/licensed education employees. The LPDC must comply with all state laws. The District and Association shall be considered full partners in the establishment of the committee and shall work collaboratively to plan the LPDC structure. Any

issues arising out of this committee that impact wages, hours, and/or terms and conditions of employment must be bargained with the Association.

24.02 Local Professional Development Committee (LPDC)

- A. The LPDC shall be a five member Local Professional Development Committee consisting of five members who are employees of the Canton Local Board of Education. A majority of the members shall be members of the bargaining unit and shall be appointed by the Canton Local Education Association. Initial terms of bargaining unit members shall be two members appointed for terms of three years and one member appointed for a term of two years. Nonbargaining unit members of the LPDC will be appointed by the Superintendent, with one LPDC member appointed for a term of three years and one member appointed for a term of two years. Vacancies shall be filled in the manner of original appointment.

In any vote/decision affecting a license, certification or professional development plan of a nonbargaining unit member, only one of the three bargaining unit members of the LPDC may vote.

- B. Meeting of the LPDC

The LPDC shall act only by resolution voted upon by the LPDC and recorded in its minutes, such resolution having received a recorded affirmative vote by a majority of its membership.

The LPDC shall meet as it may determine. Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained.

- C. Duties and Powers of the LPDC

The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees, and to the adoption and

amendment of its bylaws. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure.

The LPDC shall report on its actions in a prompt and timely manner to the BOARD.

D. Limitations

The LPDC shall have no duties other than those explicitly stated herein. In the exercise of such duties, actions of the LPDC shall be limited in scope by and must be consistent with the adopted policies of the BOARD. Only those educators who are renewing a license/certificate shall be required to submit an individual professional development plan.

No action of the LPDC shall bind the BOARD or the Association in any manner that may be contrary to any provision of the Negotiated Agreement, this policy, other board policy or any law or regulation governing the operation of local school districts. No action of the LPDC shall bind the BOARD in any manner that may affect bargainable terms and conditions of employment. No action of the LPDC shall bind the BOARD or the Association in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the BOARD.

E. Appeal of a Decision of LPDC

The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of independent hearing officers to hear and decide such appeals.

F. Release Time

LPDC member may, upon approval of the Superintendent, be released from their responsibilities for meetings during the regular school day.

ARTICLE 25 – REDUCTION IN FORCE

25.01 Definition

- A. Reduction in force shall be defined as the reduction, the elimination of a bargaining unit position through contract suspension.
- B. When a reduction of bargaining unit members is deemed necessary due to suspension of schools, decreased pupil enrollment, lack of funds or territorial changes affecting the district, the Board of Education shall implement such reduction in compliance with this Article.

25.02 Attrition

Where known and where possible, the number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements for employees who retire or resign.

25.03 Notification of Anticipated RIF

- A. If the employer determines a RIF may occur, the Board shall notify the Association in writing, not less than twenty (20) work days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name of the employees to be affected, the date of the Board action to implement the RIF and the effective date of the RIF.
- B. The Board shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification, license, or entry-level requirement.
- C. Within ten (10) days of receipt of the notification, representatives of the Board and the Association shall meet to review the proposed RIF.

25.04 Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue for all time if employee is on active pay status or is receiving worker's compensation benefits.
- C. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Full-time employees shall accrue one (1) year of seniority for each year worked.
- E. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard.
- F. No employee shall accrue more than one (1) year of seniority in any work year.
- G. Employees under continuing contract shall have greater seniority than employees employed under limited contract for layoff purposes.
- H. It is agreed that seniority for staff hired out of the "60 day rule" will begin with their 61st day of employment. This will become their official hire date and will apply beginning with the 2001-2002 school year.

25.05 Equal Seniority

- A. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- B. Ties in seniority shall be broken by the following method to determine the most senior employee:

1. The date of the Board meeting at which the employee was hired; and then by
2. total professional experience
3. scope of contribution to the total program including supplemental assignments; and finally by
4. the decision of the Superintendent

25.06 Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board, unless retire/rehire is agreed upon by the Board and employee.

25.07 Posting of Seniority List

- A. The seniority list shall be posted annually, by November 1st of each work year. The Board shall prepare and post on the designated bulletin board in each building a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of the Board resolution to hire, and the contract status (Limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.
 1. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
 2. The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license or entry-level requirement.

3. The names of any part-time employees shall appear on the seniority list but shall be listed in accordance with seniority as defined in this article.

25.08 Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make sure adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

25.09 Implementation of RIF

- A. The Local Superintendent shall determine the specific areas of certification and the specialties, as well as the specific position and/or work locations to be affected by the reduction in force. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used:
 1. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.
 2. If additional reduction is necessary, full-time employee(s) shall be laid off in reverse seniority order, i.e., least senior employee is the first to be laid off in accordance with contract status within areas of certification, license, or entry-level requirements.
- B. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.
- C. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

- D. An employee to be laid off due to RIF shall be given twenty (20) work days advance written notification prior to the implementation of the RIF. The Association shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension and the date of the Board's action to implement the RIF.

25.10 Limitations

- A. No new hire shall be employed in a bargaining unit position until all certified and qualified, laid off employees have been offered such position.
- B. Personnel changes such as transfer, reassignment, or reclassification may be made due to declining student enrollment, curriculum requirements, legislative mandates, etc. These changes shall not be made for the sole purpose of preventing the recall of an employee on layoff status.

25.11 Layoff Rights

An employee on layoff status shall have the following rights:

- A. The right to retain seniority credit during the period of layoff.
- B. The right to notification of all postings for bargaining unit positions, therefore they will be posted on the district web site.
- C. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position for which a teacher is certificated during layoff.
- D. Recognition of additional certification, license, or entry-level requirements earned or reported while on layoff status for recall purposes, provided such information is filed with the Board prior to recall.

25.12 Recall Rights

A. Laid off employees shall be recalled in reverse order of seniority in keeping with contract status, certification, license, or other entry-level requirements for the bargaining unit position, i.e., most senior laid off employee, first recalled.

B. Notice of Recall

If a vacancy becomes available which is equivalent to the employment position held by the teacher prior to RIF, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter to the teacher's last known address. It shall be the responsibility of each teacher to notify the Canton Local Board of any change in address. If the teacher fails to accept equivalent re-employment in writing to the Superintendent of the Canton Local Schools, he/she shall be deemed to have rejected the offer and shall be removed from the RIF list. Written notice of acceptance of re-employment must be postmarked within ten (10) calendar days from the date notification was delivered.

C. Time on RIF List – Status Upon Return:

Each teacher shall remain on the RIF list for two (2) years from his/her last day of active service in the system, unless he/she fails to accept a recall or waives his/her recall rights in writing. A teacher who is recalled to a regular full-time position shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to reduction.

ARTICLE 26 – SALARY SCHEDULE PROVISIONS

26.01 Training and Experience

A. All training and experience must be properly certified and a record of the same must be on file in the office of the Local Superintendent. Each teacher must file a

complete and current transcript of credits with the Local Superintendent. This certification of training becomes a part of the teacher's permanent file. No salary will be adjusted for any training not properly approved or which has not been obtained prior to the beginning of the school term. Deadline for submitting verification of additional training is September 15.

- B. The Bachelor's (150) column requires that 150 semester hours of college work be completed upon receipt of Bachelor's Degree.
- C. Employees holding a Bachelor's degree with fewer than 150 semester hours will be moved to BS 150 once they have attained 150 hours in the teaching field as evidenced by the state teaching certificate or in the field of education. The semester hours to be considered must be from an accredited institution. This provision is not retroactive and shall become effective with the 2000-2001 contract year.
- D. The Bachelor's plus 15 refers to the number of semester hours of graduate training received after the date the Bachelor's Degree was awarded and must be in the teaching field as evidenced by the state teaching certificate or in the field of education. The semester hours to be considered must be from an accredited institution.
- E. The Master's plus 15 and Master's plus 30 refers to the number of graduate semester hours received after the date the Master's Degree was awarded and must be in the teaching field as evidenced by the state teaching certificate or the field of education. The semester hours to be considered must be from an accredited institution.

26.02 Home/School Liaison

- A. Salary:

The professional position of home/school liaison will be compensated based on the negotiated teachers' salary for pre '97 hires. Compensation shall be based on training and years of Canton Local experience. Salary is

based on a B.A. Degree and holding a license for social worker or equivalent.

- B. Home/school Liaison will adjust their daily schedules to account for the necessary evening meetings within the time frame.

ARTICLE 27 – EXTRA DUTY SALARY

- 27.01 If requested by the Superintendent and the teacher agrees to work on projects scheduled beyond the regular work day or work year (excluding supplementals), the teacher will be compensated for time worked based on the BS-0 hourly rate for that year. Teachers shall fill out weekly time sheets for time worked. Payment shall be made in the regular pay in the pay period in which it was earned. This shall include after-school programs working with students as requested by the administration.

ARTICLE 28 – SALARY SCHEDULES

28.01 2011-2012

All staff will be placed on the next step of the index, if eligible. If a staff member is not eligible for a step increase, that staff member will receive a one time only 1% payment.

2012-2013

There will be no movement on the index. However, each staff member shall receive a one-time only 1% paid in a lump sum by September 30, 2012.

2013-2014

All staff will be placed on the next step of the index, if eligible. If a staff member is not eligible for a step increase, that staff member will receive a one time only 1% payment.

28.02 A. Salary Schedule for Employees hired before July 1, 1997

2011-2012, 2012-2013, 2013-2014 School Year

EXP	STEP	BA/BS	BA/BS 150	BA +15	MA/MS	MA/MS +15	MS +30
0	1	34,198	35,053	35,908	37,618	38,302	38,986
1	2	36,079	37,036	38,011	39,943	40,696	41,448
2	3	37,960	39,020	40,114	42,269	43,089	43,910
3	4	39,841	41,003	42,217	44,594	45,483	46,372
4	5	41,722	42,987	44,321	46,920	47,877	48,835
5	6	43,602	44,970	46,424	49,245	50,271	51,297
6	7	45,483	46,954	48,527	51,571	52,665	53,759
7	8	47,364	48,937	50,630	53,896	55,059	56,222
8	9	49,245	50,921	52,733	56,222	57,453	58,684
9	10	51,126	52,904	54,836	58,547	59,847	61,146
10	11	53,007	54,888	56,940	60,872	62,240	63,608
11	12	54,888	56,871	59,043	63,198	64,634	66,071
12	13	56,769	58,855	61,146	65,523	67,028	68,533
13	14	58,650	60,838	63,249	67,849	69,422	70,995
15		61,289	63,576	66,095	70,902	72,546	74,190
20		61,729	64,032	66,570	71,411	73,067	74,722
25		62,169	64,489	67,044	71,920	73,587	75,255
30		62,755	65,097	67,677	72,598	74,281	75,965

B. Salary Schedule for Employees hired after July 1, 1997

2011-2012, 2012-2013, 2013-2014 School Year

EXP	STEP	BA/BS	BA/BS 150	BA +15	MA/MS	MA/MS +15
0	1	34,198	35,908	36,763	37,618	39,328
1	2	35,224	36,934	37,789	38,986	40,696
2	3	36,250	38,302	39,157	40,354	42,406
3	4	37,618	39,670	40,525	42,064	44,115
4	5	38,986	41,380	42,235	43,773	46,167
5	6	40,696	43,089	43,944	45,825	48,219
6	7	42,406	45,141	45,996	47,877	50,613
7	8	44,457	47,193	48,048	50,271	53,007
8	9	46,509	49,587	50,442	52,665	55,743
9	10	48,903	51,981	52,836	55,401	58,479
10	11	51,297	54,717	55,572	58,137	61,556
11	12	54,033	57,453	58,308	61,214	64,634
12	13	56,769	60,530	61,385	64,292	67,712
14	15	57,453	61,214	62,069	64,976	68,396
19	20	58,479	62,240	63,095	66,002	69,422
24	25	59,505	63,266	64,121	67,028	70,448
29	30	60,530	64,292	65,147	68,054	71,474

28.03 Longevity Eligibility Requirements/Salary Schedule
(applies to pre-1997 hires only- per 1997 negotiated agreement)

- A. With all experience in Canton Local – 15 years in Canton local, longevity pay starts in 16th year.
- B. With 1-5 years experience in another school district – 15 years in Canton Local before receiving longevity pay.
- C. With 6-20 years in another school – longevity pay starts at the beginning of the 21st year of experience.
- D. With more than 20 years of experience before employment by Canton Local – the new staff member is placed on the longevity step indicated by the total years of experience.

A staff member who meets the above eligibility requirements will have his/her salary increased by the following index applied to the 13th step on the salary schedule in each classification (B.S., B.S.(150), B.S.+15, M.S., M.S.+15, M.S.+30):

15 years	-	.045
20 years	-	.0525
25 years	-	.06
30 years	-	.07

ARTICLE 29 – SPECIAL NEEDS STUDENTS

29.01 Special Needs Students

A. Integrated Classrooms

When special needs students are assigned to regular classrooms, the district will attempt to make the assignment equitable within each grade or subject level.

B. Written Work

Bargaining unit members responsible for writing three (3) or more IEP's in a two week period will be given one hour release time per I.E.P.

ARTICLE 30 – STRS PICK-UP

30.01 Pick-Up with Reduction

- A. The Board agrees to “pick-up” (utilizing the salary reduction method and at no cost to the Board) employee’s contributions to the STRS for the purpose of reducing current tax for unit members under the following conditions:
1. The amount to be “picked-up” on behalf of each employee shall be equal to the employee’s required contribution to the STRS. The Employee’s annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of state and federal tax only.
 2. Shall be uniformly applied to all members of the bargaining unit.
 3. The pick-up shall become effective August 1, 1990, and shall apply to all compensation (including supplemental earnings) thereafter.
 4. Payment for all paid leave, sick leave, personal leave, and severance pay, including unemployment and worker’s compensation, shall be based on the employee’s daily rate of pay prior to reduction.
- B. Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance with other tax deferred compensation plans.
- C. If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless, and this article of the agreement shall be declared null and void.

30.02 Pick-Up without Reduction

- A. The Board agrees to pick-up (assume and pay)-five and one-half percent (5-1/2%) of the employee's share of retirement to the State Teachers' Retirement System (STRS) on the following terms and conditions:
1. Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.
 2. The pick-up percentage shall apply uniformly to all individuals in the bargaining unit.
 3. The Board shall pay the member an employer contribution on the pick-up amount.
 4. The pick-up shall apply to all compensation including supplemental earnings.

ARTICLE 31 – SEVERANCE PAY POLICY

31.01 Severance Pay

- A. A certificated employee of Canton Local School District who is eligible to retire under provisions of the State Teachers' Retirement System and who has at least ten years of service in Ohio Public Schools, shall be eligible for severance pay. Those retiring directly from employment in the Canton Local School District will be granted severance pay based on the employee's rate of pay at the time of retirement, in an amount not to exceed one-fourth of the accrued, but unused sick leave, and not to exceed a maximum of eight-one (81) days for 2011-2012 and eighty-three (83) days for 2012-2013 and 2013-2014. Credit for the final year is conditional upon completion of a minimum of 120 days of duty. The retiree may receive said payment only once, payable within sixty (60) days of the employee's retirement. The payment shall be based on the employee's rate of pay at the time of the employee's retirement.

- B. The retiree may tax shelter his/her severance pay to a Section 403(b) annuity or Section 457 Plan (Ohio Deferred Compensation) by making written request of the Treasurer prior to the Board of Education accepting the employee's retirement and prior to the retiree receiving any severance pay and prior to the employee's last day of employment. It is the sole responsibility of the employee to ensure that any of the deferral limits on income as stated in the IRS code have not been exceeded.
- C. If an employee is eligible to retire under STRS and dies prior to retirement, severance pay due shall be paid to the employee's estate.

ARTICLE 32 – SUPPLEMENTAL SALARY SCHEDULE

32.01 Rationale

- A. Job Descriptions: To list the specific functions of the position, to signify the number of students involved in the program, to state the amount of time to carry out the responsibility.
- B. Revision of Titles: To adjust the titles and positions to a middle school program and also to allow the head coaches to identify their supporting personnel.
- C. Index Revision: To bring the supplemental salaries into a more comparable and competitive level with those of the other county and league schools.
- D. New Paid Positions: To re-establish those positions which were dropped during the financial cut-back and/or to compensate those individuals for programs that extend beyond the regular school day.
- E. Longevity: To help supplement the Index Factors so that our salaries are comparable and competitive. The main reason, however, is to entice our coaches to stay in coaching and to reward those who do.

32.02 The supplemental assignments and salary schedule are subject to the following conditions:

- A. Placement on the longevity experience scale will be based upon Board minutes and/or individual contracts. In the event these are not available, the Treasurer of the Board will determine placement on the longevity scale based upon records he/she believes will withstand the audit procedures in place at this time. This decision will be final. The years of experience are to be retroactive.
- B. For purposes of longevity, the following percent(s) will be added to the stated percent for experience within the same area. There are two areas:

Extra-curricular assignment
Co-Curricular assignment activities, **Level 1 only**

Longevity experience schedule:

At the Beginning of:	To the Completion of:	Additional Percent:
0 years	3 years	0 percent
4 years	6 years	1 percent
7 years	9 years	2 percent
10+ years		3 percent

Those who held a supplemental contract with Canton Local during 2009-2010 whose experience level earned 4% or 5% additional at the end of the 09-10 contract will maintain that % for that position.

- C. The Board's decision will be final as to who is to be assigned a position; whether or not the position will be staffed; if employment justifies the position; and the number of positions to be staffed. The Board may, with the approval of those in the position(s), or expressing interest in the position(s), combine the percent and redivide it among the positions.

- D. Any additional supplementals not listed herein will be negotiated prior to the start of duty.
- E. The schedule and longevity experience for supplemental salaries will be based on the BA-O step of the salary schedule. When the teacher salary increases the supplementals will be based on the BA-0 Step of the increased salary schedule. In addition, the following positions will also be increased at that time:

32.03	<u>Extra Curricular Assignment</u>	<u>Percentage</u>
	<u>Athletics</u>	
	Athletic Administrator	18.0
	Ticket & Game Coordinator	16.0
	Athletic Trainer	12.0
	<u>Baseball</u>	
	Head Varsity	12.5
	Assistant Varsity	9.5
	<u>Basketball Boys</u>	
	Head Varsity	21.5
	Assistant Varsity	12.5
	Reserve	12.5
	Freshman	9.5
	Eighth	9.5
	Seventh	9.5
	<u>Basketball Girls</u>	
	Head Varsity	21.5
	Assistant Varsity	12.5
	Reserve	12.5
	Freshman	9.5
	Eighth	9.5
	Seventh	9.5
	<u>Cross Country</u>	
	High School	12.0
	Middle School	9.0

<u>Extra Curricular Assignment Cont'd</u>	<u>Percentage</u>
<u>Football</u>	
Head Varsity	21.5
Assistant Varsity	12.5
Freshman	9.5
Middle School	9.5
<u>Golf</u>	
Head Varsity	9.0
<u>Soccer</u>	
Head Varsity	12.5
Assistant Varsity	9.5
<u>Softball</u>	
Head Varsity	12.5
Assistant Varsity	9.5
Freshman	9.5
<u>Tennis</u>	
Head Varsity (Boys)	9.0
Head Varsity (Girls)	9.0
Assistant Varsity	5.0
<u>Track (Boys/Girls)</u>	
Head Varsity	12.5
Assistant Varsity	9.5
Head Middle School	8.0
Assistant Middle School	7.5
<u>Volleyball</u>	
Head Varsity	12.5
Assistant Varsity	9.5
Freshman	8.5
Middle School	8.0
<u>Wrestling</u>	
Head Varsity	21.5
Assistant Varsity	12.5
Head Middle School	9.5
Assistant Middle School	9.5

Extra Curricular Assignment Cont'd Percentage

Cheerleading

Head Varsity	12.0
Assistant Varsity	10.0
Freshman	9.0
Middle School	9.0

32.04 Co-Curricular Activities

Level I

Annual Advisor	9.0
Academic Challenge	4.0
Drama Club	2.0
Elementary Band	2.5
Heritage Room	2.0
Instrumental Music (FMMS)	1.5

Level I

Lead Teacher	3.0
Up to 4 High School	
Up to 4 Middle School	
Up to 4 Elementary	
Marching/Summer Band	9.0
Stage/Concert Band	12.0
Vocal Music	12.0
Majorette Advisor	4.0
Mentors of entry year teachers	3.0
Newspaper	5.0
School Psychologist RF	3.6
Sound of South	3.0
Speech, Co-Head	11.5
Speech, Assistant	4.5
Vocal Music (FMMS)	1.5

Level II

Annual-Middle School	1.5
Art Show (1 per level)	1.5
Business Prof. of America	1.5
Chess club	1.5
(1 per level if compete outside of school)	
FMMS band contest	2.0
FMMS choir contest	2.0

Co-Curricular Activities Cont'd Percentage

Level II

Graduation Coordinator	2.0
LPDC Chair	2.5
LPDC Member	2.5
LPDC Secretary	2.5
Math Counts (per person)	1.5
National Board Certified Teacher	3.0
N.H.S.	2.0
Outdoor Education	\$120
Pep Band	3.0
Project Interact	1.5
Prom Coordinator	1.5
Scholarship Coordinator	2.0
Science Fair Supervisor	1.5
Science Materials Facilitator Elem.	5.0
Student for the Environment	1.5
Student Leadership Council	2.0
Technology (per Bldg.)	HS/MS 10.0
	Walker 7.5
Tri-M	2.0
Veteran's Day Coordinator	2.0

- 32.04 A committee of three (3) members appointed by the Superintendent and three (3) members appointed by the Association President shall study the supplemental salary schedule. Upon unanimous agreement of the committee, any changes shall be made a part of the Agreement.
- 32.05 A promoting innovative programs for students fund may be provided to the principals in collaboration with the Labor Management Committee.

ARTICLE 33 – TEACHER CONTRACTS

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

- 33.02 Teachers shall confirm eligibility with the Superintendent (i.e. appropriate certification and experience by September 15th).

ARTICLE 34 – TUITION FREE ATTENDANCE

- 34.01 Children and grandchildren of bargaining unit members may attend Canton Local Schools tuition-free if there is space available. Children and grandchildren of bargaining unit members shall have preference over out of district tuition students. Attendance shall be determined by the date of application.

ARTICLE 35 – VACANCIES AND TRANSFERS

35.01 Definitions

- A. A vacancy shall be any position in the bargaining unit resulting from:
1. An employee's leaving employment as a result of a termination, resignation or death.
 2. An employee's transfer to another position.
 3. An employee's assuming a non-bargaining unit position.
 4. An employee's unpaid, non-medical leave of absence for more than two (2) calendar years.
 5. The creation of a new position that falls within the bargaining unit.
 6. The Board is not required to fill a position.
- B. A transfer is an employee's change in assignment/building.

35.02 Posting of Vacancy Notice

- A. A vacancy notice shall be posted openly on bulletin boards in all school buildings. At the same time the

notice is posted, a copy of the notice will be sent to the Association President.

- B. The vacancy notice shall include: the position title, and building.
- C. The posting period shall be for five (5) work days.
- D. The central office through its principals agree to post, in each building when school is in session and to include a notice with the paychecks when school is not in session, a notice of all bargaining unit positions which may be filled, exclusive of leaves of absence. Positions that open after the last pay period in July and prior to the first teacher work day for the next school year do not have to be posted.

35.03 Voluntary Transfers

- A. Persons wishing to transfer should send a request to the superintendent within five (5) days after the announcement of the vacancy and will have an interview with the superintendent or his/her designee before the vacancy is filled.
- B. A teacher may withdraw a request for transfer anytime prior to the actual notice of transfer.
- C. The administration will advise candidates of the outcome as soon as possible following selection of a candidate for a given position. If so requested, a post conference may be arranged by the applicant to discuss with the superintendent reasons for the applicant's rejection.
- D. A transfer initiated by the administration will be made only after a meeting between the affected teacher and the Superintendent.
- E. Employees may request a meeting with the Superintendent to discuss reasons for denial.

35.04 Filling of Vacancies

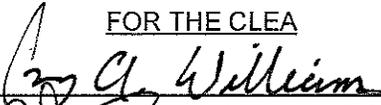
- A. If a vacancy is not filled by a bargaining unit member, the Board shall fill the position by hiring an outside applicant.
- B. The Superintendent shall notify the Association President. Such notification shall include the position filled and the name of the person filling the vacancy.

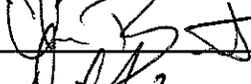
ARTICLE 36 – EFFECTS OF THE CONTRACT

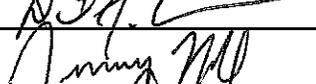
- 36.01 This Agreement shall be in full force and effect from July 1, 2011 through June 30, 2014.
- 36.02 The Board and the CLEA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 36.03 Therefore, for the life of this Agreement, the Board and the CLEA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
- 36.04 This article shall not operate to bar negotiations over any subject or matter which the Board and the CLEA mutually agree to negotiate.

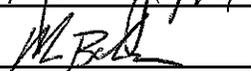
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

FOR THE CLEA

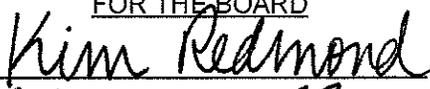








FOR THE BOARD







CANTON LOCAL SCHOOL DISTRICT
STAFF DEVELOPMENT
PRE-OBSERVATION CONFERENCE

Teacher's Name: _____

Subject/Grade Level: _____ Pre-Observation Date: _____

Period/Time: _____

- 1. Describe the area of study and the content skills of the lesson to be observed.
- 2. What are the objectives for the students?
- 3. What has been the lead up activities to the lesson to be observed, and how much time will you be spending on this area of study?
- 4. What activities do you have planned for students who do not meet your objectives?
- 5. Are there any particular things you would like me to focus on during the observation? (e.g. individual students and/or groups, a particular strategy or activity, classroom management techniques, relationships within the class, etc.)
- 6. Additional comments:

Principal/Evaluator's Signature _____

Staff Member's Signature _____

(This signature means only that the teacher has read this observation report, not that they agree or disagree with the statements.)

GRIEVANCE REPORT FORM

Grievance No. _____

Distribution Form:

- 1. PR&R Building Representative
- 2. Superintendent
- 3. Immediate Supervisor
- 4. Parties in Interest
- 5. P.R.&R. Chairperson
- 6. Grievant

GRIEVANCE REPORT

Building _____ Assignment _____

Name of Grievant _____ Date _____

STEP I.

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature (Date)

STEP II.

Distribution of Form:

1. Grievant
2. P.R.&R. Chairperson
3. Immediate Supervisor
4. Parties in Interest
5. P.R.&R. Building Representative
6. Superintendent

A. Position of Grievant and/or Association _____

Signature (Date)

B. Date Received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee _____

Signature (Date)

CANTON LOCAL SCHOOL DISTRICT
PERSONAL LEAVE REQUEST FORM

Name _____ Date of Application _____

To: Superintendent

I hereby request _____ days of Personal Leave beginning
_____ a.m./p.m. on _____ (date) and ending
_____ a.m./p.m. on _____ (date).

I hereby verify that the Personal Leave requested will be according to Article 17.01 of the current agreement between the Canton Local Board of Education and Canton Local Education Association. The Leave will be taken for the reason indicated:

- _____ A. Transaction of business which cannot be taken care of on off-school days or during off-school hours.
- _____ B. Observation of religious holidays of the employee's religious faith.
- _____ C. Court appearances as a litigant or witness.
- _____ D. Emergencies beyond the employee's control.
- _____ E. Unrestricted – 1 day

_____ Date of notification to Building Principal or Immediate Supervisor

Signature of Employee

Approved

Disapproved

Reason for Disapproval: _____

Signature of Superintendent

ASSAULT LEAVE FORM

Date _____ Date of Assault _____

Time of Assault _____ Witness, if any _____

I hereby verify that the Assault Leave requested will be according to Article 17.04 of the current Negotiated Agreement between the Canton Local Board of Education and the Canton Local Education Association. The leave will be taken for the reasons indicated:

- _____ Employee assaulted, where injury or illness results
- _____ Assault by student(s)
- _____ Assault by parent or party(ies) known or unknown
- _____ Assault requiring medical attention of any kind (physician's report attached)
- _____ Employee will be absent 1 – 45 days with pay (not deducted from any other leave)

Employee's Signature

Date

Principal's/Supervisor's Signature

Date

Superintendent's Signature

Date

SETTLEMENT AGREEMENT

WHEREAS, a dispute exists between the Canton Local Board of Education (hereinafter referred to as "BOARD") and the Canton Local Education Association (herein after referred to as "ASSOCIATION"), regarding the seniority, bumping and layoff rights of individuals assigned to the Multi-County Attention Center; and

WHEREAS, the BOARD and ASSOCIATION have negotiated and executed a collective bargaining agreement which covers the terms and conditions of employment for members of the bargaining unit; and

WHEREAS, the collective bargaining agreement contains a grievance procedure to resolve disputes; and

WHEREAS, grievances have been filed concerning the dispute between the parties; and

WHEREAS, the parties are desirous of settling and resolving their dispute at the earliest possible time; and

NOW THEREFORE, the BOARD and ASSOCIATION in consideration of and for the mutual promises and covenants contained herein agree to settle and resolve their dispute in the following manner:

1. Other than the exceptions contained herein, there shall be separate seniority lists for employees assigned to the Multi-County Attention Center and those assigned to work in a Canton Local school as provided in the Memorandum of Understanding agreed upon by the parties prior to the 2007-2008 school year, which MOU remains in full force and effect.
2. Employees that have been/are involuntarily or voluntarily transferred from working in a Canton Local school building to Multi-County, shall be on the same seniority list for purposes of a reduction in force as those assigned to a Canton Local school building. i.e. if the position of the transferred employee is eliminated at Multi-County or reduced from full-time to part-time, the employee shall exercise bumping rights in the group of employees working in the Canton Local schools as if the reduction in force occurred in a Canton Local school

building under **Article 25 (Reduction in Force) of the Collective Bargaining Agreement between the parties.

3. The grievances filed by CLEA, Don Bates, Katherine Catlett, Susan Krauter, Barbara Kroft and Susan Kerzan are withdrawn with prejudice.

The BOARD and ASSOCIATION agree that the sole consideration for the execution of this Agreement is the terms as stated above and that they fully understand the meaning and intent of this Agreement.

This Agreement represents the entire agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this agreement.

This agreement is a binding contractual commitment. The parties acknowledge and agree that this agreement may be enforced in the event of a breach in any court of competent jurisdiction.

The agreement is not considered as a right or past practice of any employee.

In witness whereof the parties hereto have caused this Agreement to be executed in duplicate.

NOTE: **Article number has changed effective July 1, 2011 Contract

FOR THE BOARD

Kim Redmond 1-8-11
Superintendent date

WITNESS

AL
Richard Howard

CANTON LOCAL EDUCATION
ASSOCIATION

M. Bul 1-7-11
President date

Don Hill
Conalio J. Baator