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**THE CONTINENTAL LOCAL BOARD OF EDUCATION**

**A N D**

**THE CONTINENTAL LOCAL EDUCATION ASSOCIATION**

**July 1, 2022 - June 30, 2025**

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## **ARTICLE I RECOGNITION**

### **A. ASSOCIATION RECOGNITION**

The Continental Board of Education (hereinafter referred to as the Board) recognizes the Continental Education Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercise of such rights as expressly set forth herein and/or as set forth in ORC 4117 for all staff members in the employee bargaining unit as set forth in the following paragraphs.

### **B. BARGAINING UNIT**

The term "staff member" of the employee bargaining unit covered by this contract is defined as all full-time and part-time regularly employed personnel, employed under a continuing, limited, or other contract by the Continental Local Board of Education whether on active duty or on leave of absence or otherwise under contract from date of official board action for their employment, on per diem basis, or other persons performing or to perform any work normally performed by bargaining unit member with the exception of substitutes or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational), guidance counselors, librarians, school nurses, department heads, athletic directors, tutors, secretaries, food service personnel, instructional aides, custodial staff, and bus drivers. Substitutes employed for sixty (60) or more consecutive days in the same job classification or assignment shall also be members of the bargaining unit entitled to the rights and benefits except as may otherwise be specifically provided herein. Those employed under supplemental contracts who are not also employed in either a classified or certified position, shall not be members of the bargaining unit. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals, dean of students, technology coordinator, cafeteria manager, Treasurer of the Board and Secretary to the Treasurer, Maintenance and Superintendent's secretary shall not be members of the bargaining unit.

The provisions above shall not be construed to prevent the Association from bargaining for salaries, fringe benefits, and other working conditions for any job or position where such job or position must first be offered to members of the bargaining unit by requirement of law.

Wherever the term(s) "certified employee", "professional staff member", "staff member", "staff", "classified employee", "employee", "teacher", "custodian", "secretary", "bus driver", "teacher's aide" or "cook" appear in this Agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this Agreement. "Certified Staff" shall refer to teachers, guidance counselors, speech therapists, etc unless otherwise spelled out specifically. "Classified Staff" shall refer to food services staff, transportation staff, secretaries, custodians, teacher's aides unless otherwise spelled out specifically. This excludes employees exempted by the board of education as management such as "technology director", "cafeteria manager", "maintenance supervisor", "principal", "superintendent", "treasurer", "central office administrative assistant", and "assistant treasurer".

**FULL-TIME:** An employee who is employed to perform a full day's work as defined by this Contract for a minimum of 120 days or more in a work year; except in the case of a bus driver. Bus drivers shall be considered full time employees if they are employed a minimum of thirteen (13) hours per week.

**PART-TIME:** An employee who works less than a full day as defined by this Contract and/or less than the minimal standard of 120 work days.

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

The Association President or his/her designee will submit a list of the names and addresses of the elected officers of the Association to the Superintendent each September after the election.

**C. MANAGEMENT RIGHTS**

Except as specifically abridged, delegated, granted or modified by a specific and express terms of this Agreement and/or ORC 4117, the Board hereby retains and reserves to itself, the Superintendent, and other administrators all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, including by way of illustration the Board's right to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the Board, standards of services, its overall budget, utilization to technology, and organizational structure; direct, supervisor, evaluate, and hire staff; maintain and improve the efficiency and effectiveness of school operations; and determine the overall methods, processes, means or personnel by which school operations are to be conducted; suspend, discipline, demote, or discharge for just cause; lay off, transfer, assign, schedule, promote, or retain staff; determine the adequacy of the work force; determine the overall mission of the school district as an education unit; effectively manage the work force; and, take actions to carry out the mission of the school District.

Except as provided by the interim bargaining provisions herein, the above provisions shall not be construed so as to relieve the employer from its duty to bargain over mandatory subjects of bargaining as provided under ORC 4117.08 or as a waiver of the Association's right to demand bargaining over such mandatory subjects of bargaining

**ARTICLE II  
NEGOTIATION PROCEDURES**

**A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS**

The Board of Education shall enter into negotiations with the Association for the purpose of achieving a signed agreement. Except as otherwise specified herein all matters pertaining to wages, hours, or terms and conditions of employment and continuation, modification, or deletion of an existing provision of this Agreement shall be subject to negotiations between the Board and the Association.

Both parties agree to conduct negotiations in "Good Faith". "Good Faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of a board or its representatives and the representatives of a recognized teacher organization to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

**B. DIRECTING REQUESTS**

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent. Requests in writing from the Superintendent or the Board will be made to the President

of the negotiating team of the Association. Requests for meetings shall contain the reason for the request. All requests for negotiations for a successor agreement or reopeners pursuant to the provisions herein shall be submitted on or about February 15.

**C. NEGOTIATION MEETINGS**

An agreement will be reached within five days of the request as to the time and place of the meeting which shall be held within fifteen work days after the request has been submitted, unless both parties agree to an extension of time. Further meetings shall be held at the request of either party involved. Meetings shall be in executive session.

**D. REPRESENTATION AND COMPOSITION OF NEGOTIATING TEAMS**

The Association shall select those individuals who shall comprise the Association negotiating team, a majority of which shall be from the bargaining unit, the total not to exceed four (4).

The Board shall select those individuals who shall comprise the Board's negotiating team, a majority of which shall be from the Board and Administration, the total not to exceed four (4).

**E. ASSISTANCE**

In addition to the negotiating teams above, the parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to two (2) such consultants per team may be used in the negotiation meetings.

**F. INFORMATION**

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time, all regularly and routinely prepared information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers and the educational program.

The Association agrees to furnish all available information on its proposals to the Board's negotiator to support the development of sound programs for the school district. However, confidential information and/or personal notes and/or rationale developed to support proposals shall not be construed as information available for exchange except as may be divulged as part of a proposal or as otherwise may be released by the respective parties.

**G. WHILE NEGOTIATIONS ARE IN PROGRESS**

1. **News Release:** Any information given to news media during negotiations will be approved by both parties prior to release.
2. **Protocol:** No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.
3. **Item Agreement:** As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be construed as final agreement.

4. **Schedule of Meetings:** Until all negotiation meetings are completed, each meeting shall include a decision of an agreed time and place for the subsequent meeting.

**H. CAUCUS**

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus for a period of time not to exceed thirty (30) minutes unless extended by mutual agreement.

**I. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION**

The first item of business at each and every negotiating session shall be the establishment of the ending time of the session and a mutually agreeable time, date and place of the next session between said teams.

The second item of business at the first negotiating session shall be the establishment of a signed agenda of items to be negotiated and the exchange of initial proposals.

Once the agenda is signed by both parties, no new items shall be added during the negotiating period unless mutually agreed to by the Association and the Board bargaining teams.

All negotiations shall be conducted in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision.

**J. NEGOTIATING PERIOD**

The length of the negotiating period shall be a maximum of sixty (60) school days commencing with the initial agenda setting session, unless an extension is mutually agreed to. "School Days" shall mean normal work days when school is in session and students in attendance. The negotiating period shall not extend beyond May 1 of any calendar year, unless the extension is mutually agreed to by the Association and the Board.

**K. AGREEMENT**

When an agreement is reached, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification by the Association and the Board, the agreement shall be signed by the parties. The resulting agreement shall constitute a modification of the Articles of the Master Agreement, and when necessary, the provisions shall be reflected in individual contractual terms.

**L. FINAL AGREEMENT**

Upon ratification by both the Association and the Board, five (5) copies of the total agreement shall be signed by the President and Treasurer of the Board, Superintendent, the Association President, and the Association's negotiations chairperson. Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties. A copy of the Agreement shall be jointly submitted, pursuant to law, to the State Employment Relations Board (hereinafter referred to as SERB) on or before thirty (30) days after its execution. The SERB recognized bargaining agent of record for the Association and for the Board shall each retain a signed copy of the Agreement.



**M. DISAGREEMENT**

The impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

**Responsibilities:** The parties pledge themselves to negotiate in good faith, and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are herein provided.

**Assistance of a Mediator:** If agreement is not reached on matters being negotiated at the end of the 60day negotiating period or not later than 40 days prior to the expiration of this Agreement or at any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the purpose of hearing testimony and gathering facts relevant to the impasse.

Both parties hereby agree to give, upon request, such information as the mediator deems necessary.

Except by mutual consent, the selection and mediation process shall not extend for more than thirty calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

**ARTICLE III  
ASSOCIATION RIGHTS**

Exclusive recognition shall entitle the Association to the following organizational rights:

**A. USE OF SCHOOL BUILDINGS AND EQUIPMENT**

The Association will have the right to use school buildings for meetings without cost during normal working hours of the custodians. The principal of the building in question will be notified, in advance, of the time and place of all such meetings.

The Association building representative will have permission to use individual school equipment, including computer equipment, other duplicating equipment, calculating machines, and all types of audio visual equipment, when such equipment is not otherwise in use. Supplies in connection with such equipment used will be furnished by or paid for by the Association.

**B. PURCHASE OF SCHOOL SUPPLIES**

The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.

**C. DISSEMINATION OF INFORMATION**

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all teachers' mailboxes. The Association may also utilize the school district's e-mail distribution system. A copy of any material provided to members pursuant to this section shall be given to the superintendent and each principal at the same time as distribution is made to teachers.
2. Use the interschool mail system to distribute material of the type described above.
3. Use in each building a reasonable amount of space on existing bulletin boards located in the teachers' lounges.
4. With the permission of the Principal, use of the school public address system for Association announcements in accordance with the administrative procedures.
5. With the permission of the Administrator conducting the meeting, make brief announcements at faculty meetings.

**D. PERSONNEL DIRECTORY**

If prepared by the Board, the Administration will provide all professional staff members with a directory listing the names, addresses, listed phone numbers and job assignments on record of all employees of the Board.

**E. NEW STAFF**

If requested, the Association shall have the right to participate in the initial orientation and planning meeting for new professional staff members, with the approval of the Superintendent.

**F. RIGHTS OF ACCESS TO MEMBERS DURING SCHOOL HOURS**

The President of the Association and/or a designee and/or the UNISERV Consultant for the Association shall have the right to visit schools. Either prior to or immediately upon the President's or Consultant's arrival at any school, the President and/or Consultant shall advise the Principal or, in his absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied but may be delayed if the visit is not during lunch period or will interfere with the normal teaching duties of the professional staff member to be contacted as determined by the principal.

**G. SCHOOL BOARD**

1. **Meeting Notice and Agenda:** Upon request, the President of the Association will be given notice and supplied with an agenda of all regular Board meetings 24 hours after they are made available to the Board. In the case of special or emergency Board meetings, the Association, upon request, will be notified and given an agenda, if prepared.
2. **Association Participation:** A representative of the Association shall be permitted to address the Board during the Board meeting pursuant to the rules and regulations applied to the general public. The Association may also arrange to be placed on the agenda by submitting a written request to the superintendent pursuant to Board policy. Such request must indicate the item(s) to be discussed.
3. **Minutes and other Public Documents:** Upon request, the President of the Association will be supplied with minutes of all regular Board meetings and the monthly financial statement of the receipts and expenditures of the school district at no cost to the Association.

**H. RIGHTS UNDER THE LAW**

Except as may be expressly set forth in this Agreement, nothing contained herein will be construed to restrict or deny any professional staff member's rights they may have under the law.

**I. NO REPRISAL CLAUSE**

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participating in any of its activities.

**J. FAIR SHARE FEE**

This was removed due to the Supreme Court's Janus decision which made this practice illegal

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**Section 1 - Definitions**

The following definitions shall apply only to the procedures set forth in this article.

A "**grievance**" is a claim by a certificated person(s) or the Association who is covered by this Agreement that one or more of the terms of this Agreement, Contracts, Board Policy or Regulation have been misinterpreted or misapplied or the lack of such Board Policy or Regulation.

The term "**grievant**" or "**Aggrieved**" shall include all members of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

"**Days**" as used in this procedure shall be any day Monday through Friday exclusive of negotiated or school observed or federally recognized holidays.

**"Representation or Representative"** as provided for in this section shall be: any member of the Association or its affiliates chosen by the aggrieved, or any other person of the aggrieved's choosing, except that the aggrieved may not be represented by an officer, employee or representative of any teachers' organization other than the recognized Association.

The **"Association"** is defined as the Continental Education Association.

The **"Board"** is the Continental Board of Education.

## Section 2 - Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure. Nothing herein shall prohibit any aggrieved person from discussing his grievance informally with any member of the administration.

## Section 3 - Procedure

All written requests, grievances, relief sought and grievance dispositions as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If service is personal, the individual making such service shall indicate the time and date of service and the person receiving same shall affix his signature thereto.

A staff member may bring a grievance on behalf of himself and all other teachers similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for teachers in the class. The Association may bring a grievance on behalf of an individual bargaining unit member, group of members or for any alleged complaint pertaining to rights, power or authority granted by the Master Agreement to the Association.

The grievant may be represented at all stages beyond Step I of the grievance procedure by any member of the local Association or the UniServ Consultant. Beginning with Step II, when the grievant is not represented by the Association, the Association shall have the right, at its request, to have its representative present, to state the views of the Association and offer testimony at all stages of the grievance procedure.

The President of the Association or his designee and the grievant shall receive prior notice of each meeting held to resolve a formally filed grievance.

Nothing contained herein shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure except that the Association will be informed of any results that affect the Agreement.

Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any government agency, regulatory body, or any court of law with jurisdiction to this school district.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the Association, it may be submitted at Step II described herein.



If, in the judgment of the Association, a grievance affects a teacher, group of teachers, or the Association, the Association may initiate and submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Step III. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step III. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step III.

The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record.

The Board, the Administration and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of any grievance. Should the processing of any grievance require that a teacher, a relevant witness and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent of all parties concerned. The grievant's failure to comply with the time limits specified in this article shall constitute a waiver of the right to pursue the grievance at the next step. The failure of the administration and/or Board to comply with the time limits set forth herein shall result in the automatic advancement of the grievance as if otherwise properly and timely advanced by the grievant.

#### Section 4 - Grievance Processing Steps

Grievances shall be resolved as follows:

**Step One:** An aggrieved person or persons shall first discuss his/her grievance with his/her principal with the objective of resolving the grievance informally.

**Step Two:** If the grievant is not satisfied, he/she may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance form. If the written grievance is not filed with the Principal or Superintendent within twenty (20) days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived. Any dispute as to whether a grievance has been waived shall be subject to arbitration. Such completed grievance form will contain the nature of the grievance, including but not necessarily limited to the policy or need for policy, the agreement, regulation or practice being violated, misinterpreted or misapplied. A copy of the completed form shall be given to the principal, superintendent, and to the Association building representative. Within five (5) school days of receipt of the Grievance Form, the administrator shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate, in writing, his disposition to the grievant and the Association within five (5) school days after such meeting.

**Step Three:** If the grievance was initially filed with the Principal and if the aggrieved person or persons and/or the Association are dissatisfied with the answer in Step TWO, they may refer the grievance, in writing, to the Superintendent within five (5) days after receiving the disposition in Step TWO.

The Superintendent shall, within five (5) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. Within five (5) days after such meeting, the Superintendent shall give the aggrieved person or persons a written disposition of the grievance.

The association shall have the exclusive right to determine whether the grievant may proceed to the arbitration step herein (Step 4).

**Step Four:** The appeal of a grievance through the next step shall be limited to those grievances which are related to misapplication, violation, or misinterpretation of the negotiated agreement.

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Step III, they may, within ten (10) days of the receipt of the Superintendent's written response in Step III above, advance the grievance to arbitration by giving simultaneous written notice to the Board treasurer and the Superintendent of the association's intention to advance the grievance to arbitration.

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations or the rule for expedited labor arbitration of the American Arbitration Association.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be limited to the interpretation of the written provisions of this Agreement practices and/or procedures related to the agreement affecting bargaining unit members. The arbitrator shall have no authority to add to or to subtract from or in any way modify the terms and conditions of this Agreement or practices and/or procedures affecting bargaining unit members. A court of competent jurisdiction shall be an appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement are contrary to law.

Where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his/her jurisdiction. In his/her decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may, in writing, agree, after any grievance has been submitted to him/her. His/her decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of an arbitrator will be borne by the Board of Education and the Association as follows. The loser will pay 67% of the fees and expenses with the remaining party paying 33% of such fees and expenses.

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Association nor any member of the bargaining unit shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure, except for overriding rights for which the law provides or requires a different remedy, such as but not limited to civil rights.

**ARTICLE V  
EMPLOYMENT PRACTICES**

**A. ASSIGNMENT (CERTIFIED/CLASSIFIED)**

If assignment changes are known prior to the end of the school year, each principal/supervisor will meet with staff members to discuss assignment changes for the next school year.

If a change in assignment is made during the summer, the principal/supervisor or superintendent will contact the staff member to discuss the position, subject(s) or grade level to be assigned.

**B. SENIORITY (CERTIFIED/CLASSIFIED)**

**SENIORITY DEFINED**

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

Seniority shall mean the length of continuing employment in the bargaining unit from the actual effective date of employment.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

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.

Job classification seniority shall be defined as the length of continuous employment of an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. However, prior job classification seniority shall not be forfeited when an employee changes job classification.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this contract.

Regularly employed part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this contract.

Substitute employees shall not accumulate seniority and are not considered as either regular full-time or regular part-time employees subject to the terms of this Agreement. Only full-time and or regular part-time employees shall accumulate seniority.

No employee shall accrue more than one (1) year of seniority in any work year.

**EQUAL SENIORITY**

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method to determine the most senior employee:



To the extent that district records are able to verify the employee who has the greatest number of accumulated days of substitute or part-time service in the district not previously counted as continuous employed, and then;

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then if a tie remains;

By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

#### SUPERSENIORITY

For layoff purposes only, employees employed under continuing contracts shall have greater seniority than employees employed under limited contracts.

For layoff purposes only, the Association president shall be the most senior employee in the bargaining unit.

#### LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer.

#### POSTING OF SENIORITY LIST

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be shared and posted annually on or before February 28 of each work year. The Employer shall prepare and disseminate via email and post on the designated bulletin board in each building/work site a seniority list indicating seniority in rank in order by area of certification or job classification, the date the employer resolution to hire and the contract status (limited or continuing) of each employee. Upon request, said list shall be provided to the Association president on or before the date of posting.

#### CORRECTION OF INACCURACIES

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer 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 such adjustments as may be in order and post the updated list immediately. No protest shall be considered after sixty (60) days of the posting of the seniority list and list shall be considered as final until the next posting.

### **C. VACANCIES, TRANSFERS, AND PROMOTION (Certified/Classified Staff)**

#### **VACANCY POSTING**

Definition:

A vacancy shall be defined as a newly created position or a present position that is not filled.

## VACANCIES

### CERTIFIED STAFF

It shall be the obligation of the individual staff member to make known to the building principal or superintendent, by completing, in writing on the form provided, their desire for reassignment should vacancies occur.

Vacancies will be posted on the faculty bulletin boards.

Any staff member shall, upon request, be mailed a copy of the list of vacancies and/or newly created positions during the summer when school is not in session. Any staff members who are interested in the vacancy or position should notify the principal or superintendent within three (3) days of receiving the mailed list of openings if they wish to be considered for the opening.

Those vacancies considered co-curricular need not be posted. These include, but are not limited to, FCCLA Advisor, all band positions, and yearbook.

Vacancies that occur during the school year will be filled on a temporary basis and shall be posted as vacant at the end of the school year.

The person most qualified for the position as determined by the Superintendent whether or not employed by the school district will be assigned to the position.

Staff members not selected will be notified by the principal or Superintendent of the selection.

In the event the Board perceives or has a reasonable basis to believe that a future vacancy will occur in a given licensure, the Board may, at its sole discretion, with approval and cooperation of a staff member, reimburse the staff member of the cost and tuition necessary to obtain the academic courses and/or training required for obtaining additional licensure which will allow the staff member to be eligible for the vacant position. Upon the Board's decision to grant tuition reimbursement for said licensure change, the staff member, the Association, and the Board shall enter into a written agreement by which the terms and conditions of the reimbursement and placement shall be set forth. A staff member accepting an offer from the Board for tuition reimbursement pursuant to this section shall be required to remain employed with the Continental Local School District Board of Education for at least three (3) full academic years after completion of the educational requirements required for the licensure. Failure to remain employed with the Continental Local School District Board of Education for the full three (3) academic years will result in the member's reimbursement to the Board of Education for some or all funds and expenses appropriated on behalf of the staff member's licensure change according to the following scale:

0 years' service after licensure = full reimbursement

1 years' service after licensure = 2/3 reimbursement

2 years' service after licensure = 1/3 reimbursement

### CLASSIFIED STAFF

All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) workdays. Said posting shall contain the following information:

- (a) Job title
- (b) Location of work

- (c) Starting date
- (d) Rate of pay
- (e) Hours to be worked
- (f) Classification
- (g) Minimum requirements
- (h) Deadline for application

Interested bargaining unit members shall notify the Superintendent, or designee, not later than three (3) days after the close of the posting period. Any classified staff member upon request will be mailed a copy of the list of vacancies and/or newly created positions during the summer when school is not in session.

All interested qualified staff members who have made applications shall be interviewed. The Board reserves the right to hire the most qualified applicant for a vacant position, including applicants not currently in the employ of the Board. However, when two or more candidates are equally qualified, the vacant position shall be filled first by the most senior qualified applicant within the job classification seniority. In the event two candidates are equally qualified and have equal job classification seniority, the vacant position shall be filled by the most senior of the applicants based on the continuous employment in the bargaining unit.

Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill posted position. Each applicant shall be so notified in writing.

Staff members not selected will be notified by the Superintendent of the selection.

Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as a result of any temporary change in duties.

No administrator shall take action to interview any individual until the end of the posting period.

The Superintendent may make temporary assignment of personnel into positions in which a vacancy exists. Such appointments shall extend until selection procedures are completed, but not beyond the current school year and not to exceed sixty (60) days, whichever is shorter.

#### VOLUNTARY TRANSFERS:

Voluntary transfer shall be defined as any transfer where affected staff has made application for such transfer or where such affected staff has agreed to such transfer.

Staff may, at any time, request a transfer to another position for which they are qualified by submitting a request. All such requests shall expire annually on September 30th each year. All such requests shall be considered as applications for any vacancies for which the affected applicant is qualified.

#### INVOLUNTARY TRANSFERS:

Involuntary transfers shall be defined as any transfer that is not voluntary.

The parties agree that involuntary transfers of bargaining unit members are affected only when there are no qualified voluntary applicants only for reasonable and just cause, shall not be initiated for disciplinary reasons, and shall be in inverse order of seniority except in such cases where the superintendent can justify a non-seniority transfer for clear or just cause reasons.

**D. EMPLOYMENT CONTRACT OFFERS (Certified/Classified)**

Any employment contract offered to a bargaining unit member shall be deemed accepted by the employee unless such employee notifies the Board in writing to the contrary within fifteen days of the receipt of the contract from the Board. Affected employees must return such contracts within twenty (20) days of receipt. The failure to return same within time provided, shall be construed as a resignation.

**E. JOB DESCRIPTION/ASSIGNMENTS**

All job descriptions will be reduced with a copy provided to each affected employee. As revisions are made in such job descriptions, copies will be provided to each affected employee within five (5) days of any change adoption.

The employer retains the right to assign other duties, modify or change classification job descriptions. However, the Association shall have the right to grieve unreasonable application of existing job descriptions. The Association shall have the right to grieve the appropriateness, fairness, or reasonableness of any such assignments, changes or modifications.

**F. CERTIFIED EVALUATION**

Teacher evaluations and guidance counselor evaluations will follow procedures for evaluation in conformance with the framework for evaluation of teachers and guidance counselors developed and maintained by the State Board of Education in compliance with Ohio Revised Code 3319.111, 3319.112, and 3319.113.

A post-observation conference will be held within fifteen (15) school days of each formal observation. Such post-observation conferences may be in the form of a written document or a conversation, and will be at the administrator's discretion. Upon mutual agreement, the post observation meeting may be rescheduled.

**FAIR CONSIDERATION OF WORK EFFORT**

Parental or citizen complaints considered serious enough to be considered in the evaluation of a bargaining unit member shall be brought to the attention of the staff member against whom they are lodged as soon as is reasonable. Any affected staff member will be given the opportunity to respond and/or rebut the substance of any such complaint.

**ACADEMIC FREEDOM**

The basic concepts of democracy and its freedoms shall guide the district's classroom instruction, employment procedure and relationships. The rights of a democracy also have equal relationship to the roles of all individuals in the school.



For classroom instruction the teachers shall follow the adopted course of study. The teacher has the full authority to use the district's texts, library materials, visual aids, as well as those materials ordered for classes through the USSF which the pupil is to purchase.

The teacher as the professional shall have right and authority to use those instructional methods and procedures he/she deems most effective with a given group of students. The professional staff member is responsible to exercise judgment in the discussion of issues which are relevant to the course, except in those cases where the materials or issues are of a controversial nature.

Before materials or issues controversial in nature to the district are made a part of classroom instruction, the teacher has a responsibility to consult with the principal as to the use of implementation of such material or issues. If a teacher disagrees with the principal's decision, the grievance procedure shall be the means used to resolve the disagreement.

In the event that any citizen has a complaint or question concerning materials or subject content or any procedure used in conjunction with a class, or extracurricular/supplemental activity, the following policy shall be used to handle such concerns.

1. If a citizen calls the Superintendent or the building principal with a concern about material or subject content in a class, the citizen after giving the name, address and phone number shall be informed of the following information and procedure:
  - a. The professional staff member conducting the class and/or extracurricular/supplemental activity.
  - b. Times during the day when the professional staff member could be reached to answer any questions.
2. The professional staff member shall be informed of any initial inquiries and/or complaints.
3. If the citizen contacts the professional staff member, the professional staff member shall attempt to answer any questions the citizen may have.
4. If the complaint or concern is not resolved between the parent or citizen and the staff member, it shall be referred to the building principal or in the case of an athletic activity; such complaint/concern shall be referred to the athletic director before being forwarded to the principal.
5. If the complaint is not resolved by the building principal to the satisfaction of the complainant, it may be referred to the Superintendent.
6. If the parent is still not satisfied by the response rendered by the Superintendent, he/they may present the complaint to the Board of Education for their consideration.

#### **G. CLASSIFIED EVALUATIONS**

The Board reserves the right to evaluate employees covered by this agreement for such purposes as to assess an employee's work performance, to help an employee to achieve greater effectiveness and performance of his/her work assignment, and to constitute the basis for personnel decisions, including promotions, reassignments, renewal or non-renewal of limited contracts, or termination.



Employees shall be evaluated annually, except that employees on expiring limited contracts shall be evaluated twice during the year in which the contract is to expire. The first such evaluation shall be completed prior to January 30; the second evaluation shall be completed by May 15. The evaluation criteria shall be limited to the actual performance of the job duties as described in the job description. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's qualified evaluator. In the event an employee performs work under the supervision of more than one supervisor, the first line supervisor in cooperation or conjunction with the Superintendent or designee shall be designated as the evaluating supervisors.

All monitoring or observation of the work performance of a staff member shall be conducted openly. The use of eavesdropping, public address, or audio systems and similar surveillance devices for monitoring or observing the work performance of a staff member will be permitted only with written consent of such affected staff member. An employee's immediate supervisor shall participate in the employee's evaluation. An employee's evaluation for the time period involved shall be reduced to writing and shall be reviewed with the employee, with a copy given to the employee at the conclusion of the review. The evaluator and employee shall sign the evaluation. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee. An employee shall have the right to make a written response to the evaluation and to have the response attached to the evaluation report to be placed in the employee's personnel file.

The parties recognize that the evaluation of an employee is an ongoing process, and deficiencies in an employee's performance shall be brought to the attention of the employee when it is determined that an employee's performance is deficient. Should deficiencies be recorded in the evaluation of a staff member, the qualified evaluator or Superintendent shall provide the staff member with the specific nature of the deficiency, with specific written recommendations for improvement and shall provide positive assistance and resources necessary to implement such recommendations.

#### **H. PERSONNEL RECORDS (CERTIFIED/CLASSIFIED)**

The personnel file of all staff members shall be maintained in the office of the Board. This file shall be considered the only official file of recorded information of staff members maintained by the Board and Administration. However, supervisors and administrators may maintain anecdotal notes for their convenience.

A staff member shall be provided with a copy of all material placed in his/her personnel file at the time of placement. In addition such staff members will have the opportunity to appeal under provisions ORC 1347. The staff member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

A staff member shall be entitled to a copy of any material in that file. A third party selected by the staff member at the option of the staff member may be present during such review. A representative of the administration, at the option of the administration, may also be present during such review.

Any materials entered into a staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the superintendent.

The staff member may submit letters of merit which may be placed in his/her personnel file.

The provisions of this section of the contract shall not be construed to limit the rights accorded to a staff member pursuant to ORC 1347.

## **I. CONTRACT RENEWAL & NONRENEWAL CONSIDERATION AND CONTRACT SEQUENCE**

### **CERTIFIED STAFF**

#### **1. Nonrenewal of Contract**

Should any teacher be considered for nonrenewal, notice shall be given to said teacher on or before June 1 prior to any recommendation before the Board of Education. Such notice shall also include notice of the right to a conference with the Superintendent and the right to representation of one's own choice at such conference.

Any teacher having received notice above may request a conference with the Superintendent and the evaluating principal to discuss the consideration of nonrenewal. The requested meeting will be held not less than five (5) days prior to any Board consideration of nonrenewal of said teacher's contract. The teacher may be represented by a person of his/her choice. The Superintendent will provide the teacher with the specific basis for the intended recommendation. The teacher will be given the full opportunity to respond and to otherwise explain the reasons why he or she should be recommended for reemployment.

#### **2. Renewal and Contract Sequence**

Teachers who have completed two (2) or more years of current, consecutive service in the district under one year limited contracts and whose contracts are not recommended for nonrenewal will, in the year of contract expiration and upon satisfactory performance, be recommended by the Local Superintendent to the Board of Education for contracts in the following sequence:

- a. 2-5 years of service - 2 year contracts
- b. 6-9 years of service - 3 year contracts

In the event that the Local Superintendent determines that the teacher's performance does not warrant a recommendation for a multiple year contract, the teacher will be so advised and will, upon request, be granted a conference with the Superintendent to discuss said recommendation. Such conference will be scheduled not less than five (5) working days before the meeting of the Board to act on the Superintendent's recommendation.

#### **3. Notice of Re-Employment for Supplemental Positions**

Supplemental contracts for all staff members will be considered as expired at the completion of their respective seasons, or after the completion of duty for the year for which supplemental contract was issued. The Board will not be required to give written notice of non-renewal/expiration of any supplemental contract to affected staff after duties have been performed/or the season set forth in the supplemental contract has been completed. Except in the

case of spring sports or incomplete extracurricular programs, the Board will make known to bargaining unit staff its intention to rehire staff for such supplemental positions within five (5) days following the regular April board meeting. With regard to spring sports or other extracurriculars incomplete or on-going at the time of the June Board meeting, the Board will make known its intention to rehire such staff not later than five (5) days following the regular June Board meeting.

**4(a). Termination of Contract**

Termination of teacher's contract or the term of such contract shall be only for those grounds as set forth in section 3319.16 Ohio Revised Code. Procedures for termination of contract shall be as prescribed by Revised Code Section 3319.16.

**4(b). Notification to the Board of Continuing Contract Status.**

Any staff member eligible for a continuing contract at the expiration of their Current limited contract shall provide written notice to the Board of Education no later than November 1st, of the year in which their current limited teaching contract with the Board of Education shall expire, that the staff member is eligible for a continuing contract, upon renewal, in accordance with Ohio Revised Code 3319.11. Failure to notify the Board of Education by November 1<sup>st</sup>, in the year of expiration of the current limited contract, that the staff member is eligible for a continuing contract, shall result in the staff member receiving a one (1) year limited teaching contract. Such contract shall not be considered an extended limited contract pursuant to the requirements of 3319.11. Upon completion of the one (1) year limited contract, the Board shall consider the staff member for continuing contract status.

**4(c). Suspension of Contract (certificated)**

The Superintendent may suspend a teacher for up to three (3) school days without pay for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the board, or for other good and just cause.

The suspension shall occur only after an employee has been verbally warned for the occurrence, then warned in writing for a successive occurrence, unless the act is deemed in the Superintendent's discretion to be severe enough to warrant an immediate suspension.

Prior to the suspension, Superintendent will give the reason for the suspension to the teacher in writing. After receipt of the written reasons, the teacher shall have the right to a meeting before the Superintendent to defend the charges brought forth by the Superintendent. Teacher shall have the right to a representative of his or her choosing at this meeting and present evidence against the suspension. The meeting required in this provision shall take place at a mutually agreed time and place not to exceed two (2) working days after receipt of the notice of suspension by the teacher.

A written decision shall be given to the teacher prior to the Superintendent implementing the suspension of a teacher.

**CLASSIFIED STAFF**

**1. Probationary Period**

The probationary period for all employees shall be one (1) year.



All new classified staff members shall receive a letter, within two (2) weeks after commencing employment, outlining the probationary timelines and conditions of continued employment. Probationary employees may be terminated without cause at any time during the probationary period and, if terminated, shall not have a right to appeal through the grievance and arbitration provisions of this agreement or to any court. New probationary employees are employees-at-will until such time the probationary period is satisfied.

The probationary period for promoted or transferred employees will be sixty (60) work days. If the Board decides to remove the promoted or transferred employee and return the employee to the employee's previous position, the board will give written notice to the employee before the expiration of the probationary period.

This probationary period shall supersede and replace in its entirety all applicable sections of the Ohio Revised Code to include, but not limited to, Ohio Revised Code 3319.081.

After completion of said one (1) year probationary period, employees may be disciplined, suspended or terminated for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of written rules and regulations of the employer, or any other just cause. If certification of fitness for employment is required by any agency, department or body of government, the failure to attain such certification may be a cause for removal.

## **2. Discipline, Suspension and Termination**

This procedure shall apply to discipline, suspension or termination for any of the reasons set forth above.

Normally, an employee shall receive a verbal warning on the first offense; a written reprimand on the second offense; shall be suspended on the third offense and shall be suspended or terminated on the fourth offense; provided, however, that the Superintendent may accelerate disciplinary measures to any step if the gravity of the offense warrants such action.

Prior to discipline, suspension or termination, the unit member shall be informed of the reason for the disciplinary measure, shall be given an opportunity to respond and shall be given the right to be accompanied to any meeting by a representative of the collective bargaining agent.

Records of discipline or suspension shall be expunged from an employee's file if no similar offense occurs within a three (3) year period of time, provided, however, that any offense related to sexual imposition shall not be expunged.

Discipline, suspension and termination shall be subject to the grievance procedure after the completion of the probationary period.

This provision replaces 3319.081, Revised Code.

## **3. Renewal and Contract Sequence**

- a. 1<sup>st</sup> year of service – 1 year contract
- b. 2<sup>nd</sup> – 3<sup>rd</sup> of service – 2 year contract
- c. 4<sup>th</sup> – 5<sup>th</sup> years of service – 2 year contract

- d. 6<sup>th</sup>- 7<sup>th</sup> years of service - 2 year contract
- e. 8<sup>th</sup> year of service – Continuing Contract

As per ORC 3319.081

## **J. RANDOM DRUG TESTING (BUS DRIVERS)**

### **Scope of Training**

In addition to the required distribution/training required under Federal Reg Subpart F, Alcohol Misuse & Controlled Substances regulation of Part VIII §382.6601, such materials will be posted on the bus driver bulletin board. Additional copies will be available in the office of the board.

Distribution of the required materials will also occur annually at the beginning of the school year bus driver meeting. The circumstances, nature & frequency of testing, and the consequences of a positive test will be discussed. Drivers will also be made aware of the potential consequences of non-work traffic violations, especially those related to the use of drugs & alcohol.

### **The Disciplinary consequences of violating the drug and alcohol prohibitions:**

Prior to the implementation of any discipline, (other than temporary suspension required by law), there will be a just cause disciplinary hearing. All discipline should match the severity of the infraction.

1. Alcohol. Following a determination that the employee has violated the alcohol prohibitions, including having a test result of 0.04 BAC or greater, the driver may be disciplined, up to and including temporary transfer, suspension, rehabilitation and/or termination from employment.

An employee with an alcohol concentration of 0.02 Or greater, but less than 0.04, Will not be permitted to drive a commercial motor vehicle for a minimum of 24 hours.

Employees found in violation of the alcohol prohibitions, who express a desire for rehabilitation will be removed from and not permitted to operate a school bus until at a minimum:

- A. The employee undergoes evaluation, and where necessary, rehabilitation;
- B. A substance abuse professional determines that the employee has successfully complied with any required rehabilitation; and
- C. The employee undergoes return-to-duty tests with the result of less than 0.02 BAC.

2. Drugs. Following a determination that an employee has misused controlled substances, as determined through testing, a driver may be disciplined, up to and including temporary transfer suspension, rehabilitation and/or termination from employment.

Employees found in violation of the controlled substance prohibitions, who express a desire for rehabilitation will be removed from and not permitted to operate a school bus until at a minimum:

- A. The employee undergoes evaluation, and where necessary, rehabilitation; and
- B. A substance abuse professional determines that the employee has successfully complied with any required rehabilitation; and that employee takes a return-to-duty test with a verified negative test result.

3. Refusal to submit to required alcohol or controlled substance test. A driver refusing to undergo such tests will not be permitted to operate a commercial motor vehicle and will be treated as having failed the prescribed alcohol or drug test.

Employees found to test positive may request that a second test be performed pursuant to §40.25E of the Omnibus Transportation Employee Testing Act of 1991 (law) within 72 hours of the time the employee has been notified of the positive test result by the medical review officer.

Employees suspended under these provisions and subsequently found not guilty will be paid for any associated period of suspension.

#### Rehabilitation

For purposes of rehabilitation, suspended employees will continue to be eligible for all health and other insurance benefits.

Employees whose disciplinary action includes required rehabilitation may use any accumulated sick leave for the period of required rehabilitation where they are not also permitted to drive.

Employees who fail to complete the board required rehab program may be subject to further disciplinary action, including forfeiture of sick leave used for such rehab.

#### Voluntary Participation in a Dependency Program

A member may, at any time, voluntarily enter a chemical dependency program. This may be done through the Employee Assistance Program or by direct contact with the other providers of such services. Knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline. Information regarding treatment of employees in chemical dependency program shall remain confidential and shall not be released to the public.

Although a member will not be subject to disciplinary action where he/she voluntarily submits to treatment as discussed above, the employer reserves the right to insure that the member is fit for duty. A member in treatment/or having completed treatment found temporarily unfit for duty because of drug/alcohol abuse shall be treated as are those similarly situated, i.e., sick leave, temporary reassignment, if available.

#### Records

Testing records, including reports of positive test results, will be maintained under strict confidentiality by the employer, the collection sites and medical review officer except that upon authorization by an employee subject to disciplinary action such records will be released to the employee's advocate.

The association shall also be entitled to a copy of the annual reports as required under the Omnibus Transportation Employee Testing Act of 1991.

#### Costs

The employer will pay for all employee time associated with any testing procedures and the cost of all tests.

**K. REDUCTION IN FORCE (Certified/Classified Staff)**

This reduction in force article supersedes and replaces in its entirety any and all applicable provisions of the Ohio Revised Code concerning the reduction in force of teachers and/or classified employees to include, but not limited to, Ohio Revised Code 3319.17 and 3319.081.

- a. Reduction in force (RIF) shall have occurred when the Employer reduces, eliminates, or fails to fill a bargaining unit position.

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or whose limited contracts are not renewed for reasons other than reduction in force.

To the extent that reductions are not achieved through attrition or the nonrenewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils, return to duty of regular staff after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, financial reasons, or abolishment of programs, the Board of Education decides that it will be necessary to reduce the number of staff, it may make a reasonable reduction.

- b. If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

1. Suspension and/or renewal-suspension of contracts shall occur to nontenured staff first and shall be on a last employed first to be suspended by job classification basis. Preference shall not be given to any teachers based on seniority, except when making a decision between teachers who have comparable evaluations.
2. If the suspension of contract is necessary for any tenured staff, this shall be on a last employed first to be suspended by teaching field or job classification basis.
3. A staff member so affected who possesses certification in another area(s) may elect to displace another staff member who holds a lower position on a seniority list for that area of certification. Displacement rights shall be exercised by all staff within their respective contract status (continuing contract tenured or limited contract) with no nontenured staff exercising displacement over tenured staff. Displacement shall be limited to areas of the teacher's certification or job classification for which affected classified staff members are qualified.

- c. In the event of a reduction in the work hours of a job classification where concurrent service of staff in the affected classification is required, the work hours of all staff may be reduced uniformly.

In the event of a reduction in the work hours in a job classification, where such concurrent services is not required, affected bargaining unit members with the greatest seniority may maintain his/her normal hours of work by displacing bargaining unit members with less seniority on the work schedule.

If a reduction in staff is deemed necessary by the Board, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal-suspension of contracts to all members so



affected and to the Association at the earliest practicable time, but not later than thirty (30) days prior to Board action to reduce staff.

While the following procedure does not preclude mid-school term suspension of staff contracts, this provision shall not be construed to generally permit wholesale suspension of contracts within the school term. Further, it shall be the obligation of the Board to clearly demonstrate an urgent demanding cause in order to effectuate any such midyear contract suspension.

Each staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his designated representative as to the reasons for such reduction. Such conference will be scheduled within five (5) days or other mutually acceptable time of receipt of notice of the Superintendent's intent to recommend such reduction to the Board. Each such staff member may be accompanied or represented by a person of their own choosing. After said conference, and any time up to three (3) days prior to the next Board meeting, any affected staff member may file with the Treasurer of the Board of Education a written request for a hearing before the full Board at the next regular Board meeting. Such a hearing shall be private unless otherwise requested by the staff member. Both parties may be present at such a hearing and be represented by a person of their choice.

- e. Staff members whose contracts are suspended (or renewed/suspended) under the terms of this section are to be considered as being reduced in force and awaiting recall and not as being terminated with the system.

Staff member(s) on suspension are to be recalled in the order of the seniority and tenure status when vacancies become available to which they are qualified or become qualified.

1. First recall shall be of qualified (properly certified) tenured continuing contract staff in order of seniority.
2. If vacancies cannot be filled by such tenured continuing contract staff, then qualified properly certificated nontenured staff shall be recalled in order of seniority.
3. The recall list for those staff on limited contracts shall be maintained for a period of five (5) years. Thereafter, a limited contract employee on suspension shall lose his/her right to recall.
4. While a suspension continues, no substitute staff member(s) or any other person new to the system will be hired except where:
  - a. There are no staff member(s) on lay off qualified to fill a vacant position or who become qualified by retraining, or
  - b. All qualified staff member(s) on lay off decline the offer to fill the vacancy.
5. Staff members who become qualified by retraining shall have the duty of notifying the local superintendent of their new certification/license.
6. Staff members who wish appropriate notification of recall shall keep their current address on file with the Treasurer of the Board. Staff members on suspension to be recalled and the President of the Association shall be given written notice at least twelve (12) days prior to the deadline for responding to a recall notice.



7. If a staff member on a suspended limited contract layoff resigns, fails to accept full-time, active employment status for which they are qualified within twelve (12) calendar days from the date said notification was postmarked, the board's obligation to said staff member will cease and the staff member's employment with the Board shall terminate and his/her name shall be removed from the recall list.
8. The Board shall not contract out any work previously performed by staff member(s) in the bargaining unless mutually agreed upon by the parties.
9. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position on a regular basis while an eligible employee remains on layoff status.
10. Qualifications for a bargaining unit position shall not be upgraded or otherwise restructured solely for the purpose of preventing the recall of a laid off employee.
11. Reduced staff members may, for the duration of their recall eligibility or for that period required by law, whichever is greater, elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums in advance to the extent permitted by law to the Treasurer of the Board of Education. Such employees will be informed of the premium due date.

Each individual who is eligible to elect continuation of fringe benefits under COBRA with the provisions of this Agreement must make such application within the time prescribed by law and the applicable regulations.

12. A staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such staff member shall be credited with additional sick leave earned, if any, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.
13. If a staff member has been required to obtain a temporary certificate to meet the requirements of the current assignment and also hold provisional or higher certification in other fields, that staff member shall be placed with the appropriate contract status group according to seniority and provisional or higher certification areas and shall have displacement rights within those groups.

Staff subject to or affected by such suspensions will be assigned to open position for which they have temporary certification or are otherwise legally qualified to fill said position.

#### **L. HIRING OF RETIRED TEACHERS**

If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article and only the conditions set forth in this article shall apply to the employment of these individuals:

1. The salary to be paid to the returning teacher shall be set at the level on the salary schedule as determined by their education and between zero (0) to ten (10) years' experience as recommended by the Superintendent and approved by the Board of Education.

2. Individuals employed pursuant to this provision shall not be eligible for any of the insurance plans offered by the Board of Education and shall not seek inclusion in any of the insurance plans offered by the Board of Education.
3. Teachers employed pursuant to this provision shall receive a one (1) year limited contract and shall not be eligible to receive continuing contracts regardless of their years of service or license held.
4. Each one (1) year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 O.R.C. nor to take formal action to not re-employ the teacher pursuant to 3319.11 O.R.C. in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
5. Returning retirees are not entitled and/or not eligible to receive the longevity stipend benefits or any severance benefits provided by any collective bargaining agreement in effect between the Board and the Association.
6. In the event of a Reduction in Force, the re-employed teacher will not have any bumping rights under Article 5, letter J.
7. Such employment will not jeopardize the continuation of existing academic programs nor result in the Reduction in Force of faculty employed at the commencement of each such re-employment contract.
8. Subject to these provisions, re-employed teachers are part of the bargaining unit.
9. Re-employed teachers are eligible for sick leave accumulation commencing with the first year of such re-employment.
10. Employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.
11. Re-employed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.
12. Pursuant to the authority provided by O.R.C. 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, O.R.C. 3319.11, O.R.C. 3319.111, O.R.C. 3319.141, O.R.C. 3319.17, O.R.C. Chapter 3317, O.R.C. Chapter 3307, this provision shall supersede and replace the statutory law of Ohio.

## **ARTICLE VI LEAVE OF ABSENCE**

### **A. SICK LEAVE (CERTIFIED/CLASSIED STAFF)**

1. By law employees are allowed to accumulate up to 15 sick leave days per year. Employees have the opportunity to convert to cash up to 6 days of sick leave accrued and not used in the preceding twelve-month period. (July1 to June 30). The conversion rate will be as follows:
  - a. 1 to 6 days x 50% of the employees' per diem on June 30.

This payment will be made the second pay in July.

2. Each newly hired staff member who has no accumulated sick leave, or any certificated staff member who has exhausted their sick leave, will be given an accumulation of sick leave of at least ten (10) days. Each professional staff member under regular, fulltime contract having used all available sick leave, but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.
3. Any staff member having terminated employment with the Board will have accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provisions.
4. A staff member reemployed by the Board who, since leaving the employ of the Board, has been employed by other boards of education or by state, county or municipal governments in Ohio, will receive full credit up to 228 days for sick leave accumulated both in the prior employ of the Board and in the employment of other agencies of the State of Ohio as shown in the records of the last employing organization.
5. Any staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state county or municipal government in Ohio will receive fulltime credit up to 228 days for the sick leave accumulated in this previous employment as shown in the records of the last employing organization.
6. Staff members absent when school is canceled or otherwise not in session shall not be charged with sick leave.
7. Staff should notify his/her immediate supervisor of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
8. Sick leave shall be granted for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, illness or disability due to pregnancy or death in the employee's immediate family. (In addition, sick leave shall be granted if the employee has the medical power of attorney for another. The necessary documentation must be provided to verify this leave.)

**a. Injury and/or illness in the immediate family**

For purposes of injury or illness in one's immediate family, immediate family shall be interpreted as husband, wife, child, father, mother, sister, brother, grandparent, grandchild, and in-law or step-family bearing any of these relationships<sup>1</sup> or any other member of the family unit living in the same household.

**b. Death in family**

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<sup>1</sup> Use of sick leave for purposes of injury or illness of an in-law as defined above shall be limited to 3 days.

In the event of a death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, aunt, uncle, niece, nephew and in-laws or step-family bearing any of these relationships or any other member of the family unit living in the same household.

9. Each staff member will furnish a written signed statement on forms provided by the Board of Education to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the date when the doctor was consulted. Falsification of a statement is grounds for suspension or termination of employment under Section 3319.16 of the Revised Code.

#### SICK LEAVE BANK

A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by the CEA Between September 1 and October 1 of each school year, each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October.

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and three (3) representatives appointed by the CEA President. The duties of the Oversight Committee shall include the following:

- A. Distribution and collection of the Sick Leave Donation Forms each school year during the month of September;
- B. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
- C. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.);
- D. Monitoring of all usage of days from the Sick Leave Bank;
- E. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and receipts from the Sick Leave Bank.

A member must meet all of the following requirements:

- A. The member's personal sick leave, personal leave day and vacation day accumulations must be exhausted;
- B. The need for additional sick leave must be based upon catastrophic illness, catastrophic injury, and/or surgery, but shall not include use for normal pregnancy;
- C. A physician must verify, in writing, the member's need to be off work. Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight



Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to twenty (20) per injury or illness requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has applied for and been recommended by STRS/SERS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS/SERS disability retirement.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. These donations shall be limited to one (1) day per person.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over to the next school year.

**B. PERSONAL LEAVE (CERTIFIED/CLASSIFIED STAFF)**

Personnel in the Continental School system will be authorized to use of a maximum of three (3) days of unrestricted personal leave per year. Such leave is not accumulative. Personnel will be authorized absence on such leave date without loss of salary and/or fringe benefits.

Personal leave shall not be taken if more than four (4) teachers and four (4) classified employees in the Continental School system are granted a scheduled absence. (Absence shall not include employees on long term leave, i.e. maternity, etc.). Request for personal leave shall be given to the building Principal for approval at least forty-eight (48) hours in advance. The forty-eight (48) hour advanced-notice requirement may be waived by the Superintendent.

The request for personal leave will be approved on a first come first serve basis as determined by the date and time of the Principal's receipt of the request form. Request for the use of personal leave during the school year may not be submitted more than three (3) work days before the onset of that school year, the first official paid date on the calendar. No personal leave may be used during parent teacher days or district in-service days.

**Unused Personal Leave Reimbursement (Certified/Classified Staff)**

Payment for unused personal leave shall be made by the second pay period in July in the following percentages of the per diem rate of the beginning rate of pay in the appropriate job class:

one day	-	100%
two days	-	100%
three days	-	100%

Any partial use of personal days shall be considered use of an entire day

**C. PROFESSIONAL LEAVE (Certified/Classified Staff)**

Released time to attend professional meetings, conferences, seminars, training sessions or visitations will be granted to provide the opportunity to staff members to advance professionally or improve their skill levels.

Staff members who attend such meetings or conferences, seminars or training shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Requests for professional leave shall be submitted in writing and shall specify the purpose and duration of such leave. Unless knowledge of the meeting comes after the deadline indicated below, requests for professional leave will be submitted to the superintendent at least two (2) weeks prior to the requested leave. Greater consideration to attend professional association meetings will be given to staff who are members of that association or trade.

Upon approval of the Superintendent, staff may be granted professional leave for the following reasons:

1. To attend professional or trade conferences, meetings or training sessions;
2. To visit other school districts at the request of the Administration;
3. To participate in a professional or trade seminar, meeting or training session;
4. For any other Board of Education and/or Administration approved activity that will promote professional growth of the requesting staff member and/or the school system.

If provisions are not made for a substitute during teaching staff member's absence, the staff member's classes will not be assigned to another class.

Approved reimbursement will be paid for the necessary and reasonable expenses of:

1. Use of privately owned automobile on a cents per mile basis at the Board approved rate per mile.
2. Meals necessary and actual approved expenditures as certified by receipts.
3. Necessary lodging which is supported by receipts.
4. Conference registration.

Should the leave be disapproved solely for cost reasons, the staff member requesting said leave may take the leave without loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any. Such leave shall be limited to the actual number of days of the conference, meeting, seminar or training session unless otherwise approved by the Superintendent.

#### **D. PARENTAL LEAVE (Certified/Classified Staff)**

Upon written request of a member, the Board shall grant unpaid parental leave.

1. The member's written request for parental leave must include starting and termination dates, and must be submitted at least thirty (30) calendar days prior to the effective date of such leave.
2. A member not completing one hundred and twenty (120) actual work days or more during the school year due to taking parental leave will not receive a year of teaching service for salary step increase purposes. Sick leave is counted as an actual day.

3. A member granted a parental leave shall be returned to the member's original position if the leave is for one (1) semester or less. A member granted parental leave for more than one (1) semester shall be returned to the member's original position, if available, or one of a similar position.
4. The date of return from parental leave shall coincide with the beginning of a semester unless otherwise approved by the Superintendent.

Parental leave shall not exceed the term of a member's contract nor shall parental leave be a reason for non-renewal or termination of a member's contract.

#### **E. ADOPTION LEAVE (Certified/Classified Staff)**

A unit member who is directly responsible for the care of a newly adopted child of pre-school age or younger new to the family unit shall, upon request, be granted a total of six (6) weeks paid leave (to the extent that the employee has accrued unused available sick leave).

If the unit member desires more than the above or does not have six (6) weeks of accrued sick leave, then:

Any member shall, upon request, receive unpaid leave of absence for the adoption of child.

1. If the child's age is less than that required for enrollment in kindergarten, the leave shall be up to one (1) school year.
2. If the child is enrolled in kindergarten, the leave shall not exceed one (1) school semester.

A member granted an adoption leave shall be returned to his/her original position if the leave is for one (1) semester or less. A member granted adoption leave for more than one (1) semester shall be returned to his/her original position, if available, or one of a similar position.

Adoption leave shall not exceed the term of a member's contract nor shall adoption leave be a reason for non-renewal or termination of a member's contract.

#### **F. UNPAID LEAVE/UNPAID VACATION REQUESTS (Certified/Classified staff)**

Due to the interruption of the school day, ALL staff will not be granted routine reoccurring unpaid vacations. The Board may approve unpaid leave including, but not necessarily limited to, unpaid vacation, short unpaid leave for reasons including but not necessarily limited to:

1. Totally unique situation or circumstances such as winning a vacation that can only be taken during the regular student school year;
2. Other such circumstances where the cause or reason for the request is not of a routine reoccurring nature.
3. All other reasons permitted by law.
4. All personal leave must be used before granting unpaid leave.

5. A maximum of five (5) days will be granted in a school year, including personal and unpaid leave, (excludes all other leaves).
6. All unpaid leave must be approved by the board of education prior to use unless an emergency approval is given by the Superintendent.

Except in cases of extreme emergency, all such unpaid leaves shall be limited to not more than six (6) days during the term of this agreement.

**G. ASSAULT LEAVE**

1. A bargaining unit member who suffers an injury that is caused by an assault while performing duties on behalf of the Board, or due to the fact he/she is a board employee, may be granted assault leave for up to ten (10) school days per contract year or upon release by a medical provider. Any additional days granted by the superintendent shall be at no loss of salary or benefits.
2. Use of assault leave shall not result in loss of pay or benefits and shall not be deducted from sick leave or personal leave.
3. The board acknowledges the right of any bargaining unit member to file charges against any student, parent, guardian, or another person who assaults, threatens, menaces, or harasses the employee or who vandalizes the employee's real or personal property.

**H. MATERNITY LEAVE (CERTIFIED AND CLASSIFIED)**

Employees are expected to inform the Superintendent of their pregnancy and anticipated due date (if known) as early as possible but no later than eight (8) weeks prior to their delivery date. Notification shall include a statement from the employee confirming the anticipated delivery date and a statement of the employee's tentative plans for leave. Accumulated sick leave immediately following the birth of a child for normal convalescence shall be granted, upon request of the employee, for up to six (6) consecutive weeks [thirty (30) work days], unless otherwise indicated by a physician's statement. Employees who are the non-birthing parent are presumed eligible for a sick leave period of five (5) consecutive work days commencing on the day after the birth of a child. Additional paid sick leave must meet the requirements for such leave and any requested extensions of non-birthing employee sick leave must be accompanied by appropriate documentation from a physician. Unpaid family leave may be used in accordance with FMLA for eligible employees.

**ARTICLE VII  
PROFESSIONAL COMPENSATION**

**A. COMPENSATION/PAYROLL PRACTICES/FRINGE BENEFITS**

Salary

The basic salary or hourly rate of each member of the bargaining unit covered by this Agreement will be adjusted to reflect the rates set forth in the applicable basic salary schedule.

Longevity

This provision only applies to the staff presently employed as of the 2006-07 school year.



No one hired after June 30, 2007 shall be eligible for this pay.

In addition to the basic salary schedule, a longevity stipend of five hundred dollars (\$500) shall be paid each year starting at year twenty (20) for the certified staff and starting at year fifteen (15) for the classified staff. This stipend is to be paid in a lump sum the last pay in December before the Christmas break.

## Salary Schedule Placement

### CERTIFICATED STAFF

The Superintendent shall have the sole discretion to grant teaching credit and/or experience for teaching credit earned outside the Continental Local School District with a maximum of ten (10) years.

Criteria for years of service are as follows:

1. All years of teacher service in the Continental District regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the ORC, or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.
3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program, or a special education program, or a special education program subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 the ORC regardless of training level with each year consisting of at least one hundred twenty (120) days.
4. All years of active military service in the armed forces of the United States as defined in Section 3307.22 of ORC to a maximum of five (5) years. For purposes of this calculation, a partial year of active military service of eight continuous months or more in the armed forces shall be counted as full years.

### ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. The affected staff member shall provide evidence of completed additional graduate hours from an accredited college or university.
2. Said hours must be verified by transcript or letter from the college or university where the course work was completed no later than September 15th. The salary adjustment will be made no later than September 30th of the current year following receipt of the transcript and/or letter of verification to the Superintendent.
3. A teacher regularly scheduled for 1/2 day or more for one hundred twenty (120) days of service or a teacher regularly scheduled for three or more full days of service per week for one hundred ten (110) days of service in any one school year shall be advanced one year of service on the adopted salary schedule.

### CLASSIFIED STAFF

Each member of the bargaining unit employed by the Board in a support service classification shall be given credit for up to five (5) years of service outside the district, or up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed five (5) years of service for proper placement on the salary schedule. Outside service credit shall be given only where such outside service is the same as the employee's assignment.

One year's experience shall be defined as not less than one hundred twenty (120) days during a given school year. A year of military service shall be defined as twelve (12) months or major fraction thereof.

If armed forces credit is to be granted, a copy of discharge or separation form 214 shall be furnished to the Board Treasurer no later than October 1.

#### PAY PERIODS

Staff will receive their salary in 26 installments beginning with the second (2nd) Friday of the regular school year and on alternate Fridays thereafter.

When Friday falls on a holiday, paychecks will generally be issued on the last working day preceding that Friday an exception may be the Christmas period at which time checks would be issued sometime the week of December 21.

#### PAYROLL "CREEP"

Approximately every 6 years there is a need to have 3 weeks between payrolls versus the normal 2 weeks. This adjustment in payroll is due to having an extra calendar day each year. (26 pays x 14 days per pay period = 264 days). The Auditor of State does not permit being paid before work is performed, thus the reason for 3 week pay or "creep".

The Treasurer's office will notify employees by the January of the year the "creep" must occur. This adjustment will happen in July.

#### THANK YOU BONUS

The Board agrees to pay each certified and classified employee a one-time thank-you bonus of one thousand (\$1,000) dollars. This payment will be made on a separate payroll in early November, 2022.

#### PAYROLL DEDUCTIONS

The following payroll deductions will be provided at no cost to the professional staff member:

- a. United Education Professional Dues --  
Such deduction shall be made in equal amounts, beginning for all individuals so authorizing with the second paycheck in October and for the second pay monthly from October to May which is eight (8) pays. All money so deducted shall be remitted to the Treasurer of the association monthly, accompanied by a list of staff from whom the deductions are made and the amount for each said staff.  
  
If a staff member gives written notice to the Treasurer of the Board to discontinue such deductions, then the provision of fair share fee shall be applicable.
- b. Credit Union.
- c. Income Protection Insurance.
- d. Tax Sheltered Annuities.
- e. Political Contributions.

Deductions from pay may also be made for the following items:

1. Unauthorized or unpaid absence

2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement
4. Annuities
5. Insurance
6. Political Contributions
7. Credit Union
8. Association Dues and Assessments

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District.

Except for Association dues withholding as otherwise provided herein, said deduction(s) shall commence with the first check of the next quarter following submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

#### DAILY OR PER DIEM RATE DEFINED:

1. In computing deductions for those absences of salaried employees for which a deduction in pay is to be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated by dividing the number of work days in the adopted school calendar into the salary that corresponds to the assignment or training, experience and the extent<sup>2</sup> of employment of the affected staff member.
2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days taught times the daily rate.
3. The per diem rate for extended service certificated staff shall be computed by dividing the regular full-time salary on the salary schedule that corresponds to the training and experience of the affected individual by the number of work days in the regular school calendar for (K-12) teaching staff.
4. Salaries of personnel employed on an hourly basis shall be subject to approved deductions computed on an hourly basis.

#### SALARY OF PART-TIME CERTIFICATED STAFF

Certificated staff employed in part-time positions will be paid as follows:

Full day, partial week:

Certificated staff employed on a schedule of full days for less than a full school week will be paid on a per diem basis for each day they are scheduled to work.

Partial day schedule:

Certificated staff employed on a partial day schedule will be paid using one of the following methods of computation.

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See salary of part-time certificated staff



- a. Part-time high school, junior high certificated staff who do not receive a full planning period shall be paid on the basis of the number of teaching/work assignment periods, excluding planning period(s), for which they are contracted as a fraction of the total teaching/work assignment periods, excluding planning period(s), of a regular full-time staff member assigned to the same or similar position(s).
- b. Part-time high school and junior high certificated staff who receive a full planning period shall be paid on the basis of the total number of teaching/work assignment periods and the planning period as a fraction of the total teaching/work assignment periods including the planning period of a regular full-time staff member assigned to the same or similar position.
- c. Where the certificated staff member is employed and assigned to a part-time position where the school day is not subdivided into periods; the salary will be prorated on the basis of the fraction of the time required of a full-time staff member assigned to the same or similar position.

#### EXAMPLES FOR SALARY OF PART-TIME CERTIFICATED STAFF

1. A teacher is employed for three (3) days each week to teach physical education.

Pay would be computed as  $(3/5)$  (full-time rate) = part time salary.

2. A foreign language teacher is employed to teach four (4) consecutive periods each day. The regular school day has nine (9) periods; one of which is used for lunch and one is used for planning.

Pay would be computed as follows:

$\frac{(4 \text{ teaching periods})}{(9 \text{ periods-lunch-planning})} \times (\text{full-time rate}) = (4/7) (\text{full-time rate}) = \text{part time salary.}$

3. A foreign language teacher is employed to teach four (4) periods each day but scheduling conflicts only permit the scheduling of these four teaching periods over five periods and the one non-teaching period used for planning. Regular school day - same as #2 above.

Pay would be computed as follows:

$\frac{(4 \text{ teaching periods})}{(9 \text{ periods-lunch-planning})} \times (\text{full-time rate}) = (4/8) (\text{full-time rate}) = \text{part time salary.}$

4. An elementary teacher is employed part-time to teach some of the reading each week. The school day and week are not divided into periods. The teacher is not provided with any planning time.

Pay would be computed as follows:

$\frac{(\text{Regular on-site time required of Part-time teacher})}{(\text{Regular on site time of full-time teacher}) - \text{lunch-recess-planning-all other non-teaching duties}} \times (\text{full-time rate}) = \text{part-time salary}$

### COMPENSATORY TIME/FLEX TIME

The overall goal is to eliminate compensatory time unless it is approved by the superintendent.

Bargaining unit members who are required to report early or stay beyond the regularly scheduled hours shall be provided with the opportunity to reschedule their remaining non-student supervision/instruction work schedule for the week in order to maintain the routinely scheduled number of hours.

### OVERTIME/CALL BACK

Overtime will be paid if approved in advance by the superintendent. Scheduled hours worked in excess of forty (40) hours in a work week and not compensated through the comp time/flex time provisions above shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

During the heating season, routine overtime for the maintenance of the heating plant will be scheduled. Each custodian will record and report the hours of such time as is necessary to insure that each building is maintained throughout the entire week (7 days).

If any staff member is called back to work at a time when he/she is not regularly scheduled to work and such employee has worked their full prior and following shift, the Board shall pay for not less than one (1) hour of work at a rate of time and one half or its equivalent in compensatory time off.

Bus drivers will be paid at their regular rate of pay for any formal local training activities except for the annual meeting and the County Bus Drivers' Banquet in which they are requested or required to participate or where they are the trainer. As a part of their regular route time, bus drivers will fuel and clean up the bus.

### STRS, SERS PICK-UP (Certified/Classified)

The Board will pick-up (assume and pay) contributions to the State Teachers Retirement System, State Employees Retirement System or the Public Employees Retirement System, whichever is applicable, upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be the full amount of the employee's contribution toward STRS, SERS. 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 otherwise required for all members of the bargaining unit contributing to STRS, SERS, or 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.

If necessary for IRS purposes, the Board Treasurer will prepare and distribute an addendum to each employee's contract which states:

1. That the employee's contract salary consists of:
  - a. A cash salary component and
  - b. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up" by the Board on behalf of the employee;

2. That the Board will contribute STRS, SERS, an amount equal to the employee's otherwise required contribution to STRS, or SERS for the account of each employee; and
3. That sick leave, severance, vacation, supplemental, extended service pay, insurance benefits or any other pay or benefit which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be calculated upon both the cash salary component of the employee's restated salary.

All subsequent contracts and salary notices for those affected employees will include the provisions of the above addendum.

#### SEVERANCE PAY (Certified/Classified)

Any employee of the school district with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire, while in the employ of the district, shall be paid 25% of his accumulated and unused sick leave.

The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule and any supplemental or other salary in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty.

As used in the section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability.

Upon receipt of documentation from any of the above-named retirement systems authenticating official service retirement and unless the Board receives written notice from the employee electing not to pay severance pay, the Board shall forward such severance payment as below:

Severance pay shall be forwarded to the retired employee in one installment March 31 of the succeeding tax year following retirement. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached in the forms section of this agreement. In the absence of a beneficiary designation, severance is to be paid to the estate of the deceased per 2113.04 O.R.C.

#### Early Notification of Retirement Bonus (Certified/Classified)

Any employee who submits his/her letter or resignation for retirement purposes in accordance with the requirements provided herein shall be eligible to receive a compensation bonus of one thousand dollars (\$1,000). Said compensation shall be paid no later than fifteen (15) days after separation of employment.

1. An employee retiring at the completion of the first quarter must submit his/her written letter of resignation to the Superintendent no later than June 15<sup>th</sup> prior to the school year the employee retires.
2. An employee retiring at the completion of the second quarter must submit his/her written letter of resignation to the Superintendent no later than June 15<sup>th</sup> prior to the school year the employee retires.
3. An employee retiring at the completion of the third quarter must submit his/her written letter of resignation to the Superintendent no later than January 15<sup>th</sup> of the school year the employee retires.



4. An employee retiring at the completion of the fourth quarter must submit his/her written letter of resignation to the Superintendent no later than January 15<sup>th</sup> of the school year the employee retires.
5. Any employee intending to retire at any time other than at a quarter break as set for in 1-4 above, and requesting an early notification of retirement bonus, may request an exception based on mitigating circumstances. An employee must submit a written request to the Superintendent asking for the Early Notification Retirement Bonus, setting forth the employee's last day of service, and providing the mitigating circumstances which will not permit the employee to retire at a quarter break. Such request must be submitted to the Superintendent no later than January 15<sup>th</sup> of the school year preceding the date of separation. For the purposes of this provision any day after the completion of a given school year shall be considered the next school year. The administration shall have the discretionary ability to approve or deny said request.

## **B. MAJOR MEDICAL, DENTAL, PRESCRIPTION INSURANCE (Certified/Classified)**

### **General Provisions**

For those that choose any of the insurance coverage herein provided, the Board shall provide full twelve-month coverage commencing with the first day of the school year (or September 1, whichever comes first) and ending twelve (12) months later. Employees must reenroll in their health/prescription, dental and vision insurance program each year. Open enrollment will be November 1<sup>st</sup> to the Wednesday before Thanksgiving. This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave or any other paid leave of absence. Employees on unpaid leaves of absence including but not necessarily limited to maternity, disability, sabbatical, etc.) may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Once a current employee changes to HSA they are not permitted to switch back to a PPO. Should an employee choose the HSA Insurance Plan, the Board will contribute: family plan \$2500 and single plan \$1250. The Board will deposit 65% of the total amount into the employee's HSA on/about January 15 and the remaining 35% on/about September 1. Those members no longer employed with the district after the start of the new school year will forfeit the second deposit into their HSA.

Employees should recognize that participation in an HSA means they are no longer permitted by law to participate in Flex Spending Accounts or the Prescription Drug Reimbursement Plan.

In the contract year 2024-2025, the BOE agrees to pay a one-time additional five hundred dollars (\$500) contribution to all employee's HSA accounts. This payment will be made with the traditional January 2025 HSA payment.

Those employees considered variable employees, those not employed on a regular basis, those employed on a seasonal basis, and all employees scheduled to work less than 30 hours per week are not eligible for health, dental, vision, life or for the additional perks associated with carrying insurance. The bus driver classification is exempt from the 30-hour rule as prescribed below.

Bus Drivers (Minimum 13 hours per week)	-	full family benefit
Bus Drivers (Less than 13 hours per week)	-	full single coverage only



Costs that exceed the Board paid coverage will be payroll deducted from affected employee salaries in equal payments.

Beginning with the first pay periods in July 2022, 2023, 2024:

Medical premiums will be divided:

Beginning July 2022 – 90% employer-paid; 10% employee paid

Beginning July 2023 – 87% employer-paid ; 13% employee paid

Beginning July 2024 – 85% employer-paid; 15% employee paid

All employees hired after July 1, 2022, who are eligible or become eligible for medical insurance may only select the High Deductible Health Plan and are not eligible to switch to the PPO plan at any time.

### **Medical/Prescription Insurance**

The Board will provide the medical/prescription insurance benefits offered by the Putnam County Health Insurance Consortium or by another consortium should a consortium change be deemed necessary by the Board. Should a consortium change be made causing a change in benefits or the Board of Directors of the consortium make a change in the benefit plan, the Continental Local Board of Education and the CEA agree to reopen negotiations within thirty (30) days after the change to resolve any issues that may arise due to the plan change. The benefit book provided by the insurance company will be accessible on the school website.

Continuation of a full spectrum 125 Plan.

### **Dental Insurance**

The Board will provide the dental insurance benefits offered by the Putnam County Health Insurance Consortium or by another consortium should a consortium change be deemed necessary by the Board. Should a consortium change be made causing a change in benefits or the Board of Directors of the consortium make a change in the benefit plan, the Continental Local Board of Education and the CEA agree to reopen negotiations within thirty (30) days after the change to resolve any issues that may arise due to the plan change. The benefit book provided by the insurance company will be on the school website

Beginning with the first pay periods in July 2022, 2023, 2024:

Dental premiums will be divided:

Beginning July 2022 – 95% employer-paid; 5% employee paid

Beginning July 2023 – 90% employer-paid ; 10% employee paid

Beginning July 2024 – 85% employer-paid; 15% employee paid

### **Secondary Prescription Drug Insurance for PPO**

The Board shall provide, through a limited self-insurance plan administered jointly by the Board and Association<sup>3</sup>, a Generic Drug Program, that provides the following:

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A complete set of administrative procedures including those required of active plan participants is attached as an Appendix hereto.

1. The Board will pay up to fifteen dollars (\$15.00) per prescription for those employees who have PPO coverage. To receive reimbursement, the employee must submit a copy of each receipt to the Board Treasurer. Reimbursements shall be paid upon receipt. Prescription receipts older than 365 days will not be accepted.
2. Employees must be PPO health plan participants to receive this reimbursement.

Prescriptions for Legend Drugs ordered by a licensed physician, osteopath, dentist or chiropracist unless otherwise specified by the prescriber, generic drugs will be provided where available.

Injectable insulin with or without a prescription.

Compounded Prescription Drug containing at least one Legend Drug.

Refills of covered prescriptions for a period of one year following the date of the original prescription at which time a new prescription will be required.

Quantity Drug Prescriptions up to a 34-day supply, or 100 unit doses, whichever is greater.

The Prescription Drug Program shall continue uninterrupted until the effective date if any change in carrier is made.

The Board shall contribute annually to the self-insurance fund so as to maintain the balance in the fund at \$15,000 over the life of this agreement.

In addition to payment of claims, proceeds from the fund will/may be pooled and used to pay future cost increases and/or pay the cost of the administration of the plan.

#### **C. HEALTH INSURANCE (OPTING OUT) (Certified/Classified)**

For each member of the bargaining unit that elects not to enroll in any other of the Board paid or partially paid insurance programs, including hospitalization, surgical, and major medical, the Board agrees to pay a cash benefit of \$3,250 each year for those eligible for the family plan, or \$1,200 for those eligible for the single plan, on the second pay in June of the current school year.

For new employees: within 10 days of employment or September 30<sup>th</sup>, whichever is later, the employee eligible for the opt-out shall indicate to the treasurer of his/her intention to participate in the opting out plan. Current employees must opt-out during the open enrollment period to be eligible for opt-out payment the following year. (November 1<sup>st</sup> to the Wednesday before Thanksgiving)

Staff participating in the opting out provisions may cease participation and elect enrollment in any of the Board provided insurance plans provided:

- 1) Such enrollment is the result of the involuntary loss of the non-Board plan (spouse's company ceases to provide coverage; death of spouse, loss of employment, divorce, etc.) or
- 2) Such enrollment occurs at the annual open enrollment period.

In order to be eligible for the insurance opt-out, employees must remain off of the insurance plan for the entire fiscal year (July 1 through June 30), or from the first date of employment through the end of the fiscal year.

Part-time staff members working 30 hours per week or more may participate on a percentage basis prorated on a ratio of their service to that of a full-time employee by the same method of calculation as is used to determine their pay/benefits. Bus drivers receive opt out without having benefit prorated.

#### **D. DENTAL INSURANCE (OPTING OUT) (Certified/Classified)**

For each member of the bargaining unit that elects not to enroll in the board paid or partially paid dental insurance program, the Board agrees to pay a cash benefit of \$250 each year for those eligible for the family plan, or \$100 for those eligible for the single plan, on the second pay in June of the current school year.

For new employees: Within 10 days of employment or September 30<sup>th</sup>, whichever is later, the employee eligible for the opt-out shall indicate to the treasurer of his/her intention to participate in the opting out plan. Current employees must opt-out during the open enrollment period to be eligible for opt-out payment the following year. (November 1<sup>st</sup> to the Wednesday before Thanksgiving)

Staff participating in the opting out provisions may cease participation and elect enrollment in any of the Board provided insurance plans provided:

1) Such enrollment is the result of the involuntary loss of the non-Board plan (spouse's company ceases to provide coverage; death of spouse, loss of employment, divorce, etc.) or

2) Such enrollment occurs at the annual open enrollment period.

In order to be eligible for the insurance opt-out, employees must remain off of the insurance plan for the entire fiscal year (July 1 through June 30), or from the first date of employment through the end of the fiscal year.

Part-time staff members working 30-39 hours per week (except bus drivers) may participate on a percentage basis prorated on a ratio of their service to that of a full-time employee by the same method of calculation as is used to determine their pay/benefits. Bus drivers receive opt out without having benefit prorated.

#### **E. CREDIT REIMBURSEMENT**

##### Certified Staff

Any teaching member of the bargaining unit who earns semester hours or quarter hours of credit in an accredited college or university between September 1 and August 31 shall receive, in addition to the regular salary, the actual cost per credit hour up to \$200.00 a semester hour and \$145.00 a quarter hour following successful completion of eligible course work and submission of a transcript or record and receipt for payment of same. Total fund for such reimbursement shall not exceed \$8,000.00. However, any unused balance of a fund shall be permitted to accumulate in an amount not to exceed \$11,500 to help provide for cyclical utilization of the fund. Eligible course work shall be that required to maintain or upgrade current certification or that course work applicable to any classroom teaching field. (When reimbursement will be sought, all eligible course work must be approved by the Superintendent in advance of the completion of such work.)

Reimbursements will be made on a first come first served basis until the fund is exhausted. Those credit hours not reimbursed because of the exhaustion of the funds will be the first paid in the succeeding years fund that no request for new credit hour reimbursement shall be accepted for the succeeding fiscal year. Reimbursement will only be made for coursework attaining a C+ or higher or a passing grade in a pass/fail course.

Payment shall be made only one time for such earned credit.

Professional growth reimbursement is renewable each year only if additional credit hours are received. All teachers shall be eligible to participate in the professional growth reimbursement program.

Those teachers who are reimbursed for classes will be required to remain in the district for two years after reimbursement is made, otherwise, reimbursement must be made back to the district. If employee fails to make payment of reimbursement prior to August 1, the district may withhold the necessary funds for reimbursement from the August payrolls.

**Classified Staff**

Any employee in the bargaining unit who is required by law, the Board, or Superintendent to secure additional training in the classification to which they are currently assigned shall be reimbursed for the expenses including but not necessarily limited to course or training fees and other reasonable and necessary expenses as determined by the Board.

**F. PHYSICAL EXAMINATIONS (Certified/Classified)**

The employer will pay for any annual medical examination required for the maintenance of licensure. The employer shall be permitted to select the physician from which to secure the medical examination for licensure. The employer may otherwise require a medical examination at its' expense with a physician of its' own choosing from reasons other than licensure. The employee may obtain a second opinion from a physician of his/her choosing with the board paying the cost of same up to \$500 for such costs not covered by the medical insurance.

**G. OPTICAL INSURANCE (Certified/Classified)**

The Board of Education will 100% of employee to Vision Services Plan (VSP) for optical benefits for employees working 30+ hours per week. The (VSP) benefit plan will be decided by Board of Education.

The bus driver classification is exempted from the 30 hour per week rule as prescribed below.

Bus driver minimum of 13 hours per week –Family insurance

Bus driver less than 13 hours per week – Single insurance

**H. REIMBURSEMENT FOR BCII/FBI FINGERPRINTING (Certified/Classified)**

The Board will pay one hundred percent (100%) the cost of an employee's BCII and FBI background check conducted by the Putnam County Educational Service Center for those bargaining unit members who have five or more years of experience in the District for the purpose of recertification. If a bargaining unit member resigns from the District within twelve months of the District paying this cost, the bargaining unit member must reimburse the District for the cost.

**ARTICLE VIII**

**WORKING CONDITIONS**

**A. WORK YEAR (Certified/Classified)**

The length of the school year for staff shall be as follows:

Certified Staff not on extended service contracts	183 days
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Teacher Aides:

- a. Full-time teacher aides will work the same calendar year as certified staff and receive paid holidays. Extra work as approved by the supervisor will be paid off the timesheet.
- b. Part-time teacher aides will work the number of student days as approved by the district calendar and receive paid holidays. Extra work as approved by the supervisor will be paid off the time sheet.

Food Service:

- a. Five (5)+ hour per day cafeteria staff will work 183 days and receive paid holidays.
- b. Less than five (5) hour per day cafeteria staff will work the number of student days as approved by the district calendar and receive paid holidays. Extra work as approved by the supervisor will be paid off the timesheet.

Bus Drivers including the Vantage Driver:

- a. Will work the number of student days as approved by the district calendar and receive paid holidays (for more specific detail see Work Day for Bus Drivers).

Maintenance/Custodial Staff

248 days plus paid holidays

Secretaries:

Principal's Secretary

204 days plus paid holidays

Guidance Secretary/Attendance

204 days plus paid holidays

**B. WORK WEEK**

Unless otherwise noted herein, the normal work week for all bargaining unit members shall be Monday through Friday. Summer hours begin with the first Monday following the end of the regular school year and end the last Friday preceding the start of the next school year.

**C. WORK DAY**

The normal length of the school day for certified staff shall be 7 hours and 10 minutes. The normal work day for support staff bargaining unit members is as follows:

**1. Certified Staff - Regular school day**

High School/Junior High  
Elementary Building

8:00 - 3:10  
8:05 - 3:15

**2. Building Secretaries:** Monday - Friday 7:30 a.m. - 4:00 p.m. with thirty (30) minutes duty free (unpaid) lunch.

**Guidance Secretary:** Anticipated work schedule will be determined by the principal/superintendent and shared with the employee in May for the following school year with thirty (30) minutes duty free (unpaid) lunch.

3. **Custodians:** Work eight hours per day Monday - Friday at 40 hours per week with thirty (30) minutes duty-free (unpaid) lunch and/or dinner where applicable. Anticipated times to be set by the supervisor/superintendent and shared with the employee in May for the following school year.
4. **Food Service Personnel:** Anticipated work schedule will be determined by the supervisor/superintendent and shared with the employee in May for the following school year with thirty (30) minutes duty free (unpaid) lunch. A minimum of 2 hours and maximum of 7 hours may be assigned per day.
5. **Instructional Aides:**
  - Full-time:** Monday-Friday during school year work the same hours as the certified staff (7 hours and 10 minutes includes thirty (30) minute duty free (unpaid) lunch.
  - Part-time:** Anticipated times to be set by the supervisor/superintendent and shared with the employee in May for the following school year with a minimum of 2 hours per day.
6. **Bus Drivers:** Bus drivers' start and stop time may vary depending on assigned route. All full-time drivers will be assigned 3 hours per day to include pre-trip, fueling, cleaning in/out (bi-weekly). Necessary responsibilities and meetings to create a safe bussing environment will be paid off the timesheet at the driver's hourly rate including, but not limited to, county driver meetings, district driver meetings, and route meetings. Bus driver approximate start and stop times will be established by the supervisor/superintendent with the assistance of the driver in the first 2 weeks of school and may vary throughout the year.

Bus drivers will be compensated seventy-five dollars (\$75) per bus to clean and prepare for summer inspection.

**VANTAGE DRIVER**

- a. Will be paid 4.5 hours per day for driving to Fort Jennings and Vantage.
- b. Will be paid 3.5 hours per day for driving to Fort Jennings and Ottoville.

**D. CHANGES IN WORK DAY**

Normal working hours will not be changed without the express consent of the affected employee(s) and the Association.

**E. PLANNING TIME**

The schedule for each full-time equivalent classroom staff, who is assigned to a school with a teacher day of six (6) hours or longer, exclusive of the lunch period, shall include at least two hundred (200) minutes per week for instructional planning, grading and/or evaluation conferences.

Certified staff employed for less than 6 hours per day shall be offered planning/conference time not less than that prorated to the length of day for which they are employed.

**F. RELIEF TIME**

All support service bargaining unit members scheduled to work continuously for more than 2 1/2 or more hours will be entitled to two (2) fifteen (15) minute relief times for each two and one half hours worked except that bargaining unit members working outside regularly scheduled hours will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked after the first eight hours.

**G. REIMBURSEMENT FOR MISCELLANEOUS EXPENSES/DUTIES**

The School District will provide all of the cleaning supplies and tools necessary to clean the work area, kitchen, bus, etc. Such supplies shall be readily accessible at the primary work location applicable to the job classification. (kitchen, bus garage, custodial storage closet).

Bus drivers shall not be required to operate any vehicle which is unsafe. In cases of such emergency where the regular bus is inoperable because of safety, a sub bus will be used.

#### **H. POSTING AND BIDDING OF BUS RUNS**

To the extent possible, bus runs will be equalized according to the following criteria:

1. The number of pupils;
2. Capacity of the bus;
3. Total length of time required to complete the run.

As all vacancies in bus routes occur, all such vacancies shall then be posted for a period of not less than five (5) work days, shall identify the run/route and the bus to be used for the run. In cases of emergency where an immediate replacement must be secured, the Superintendent may contact each driver to assess their desires for the vacancy. When such procedure is used, the posting provisions above shall not apply.

Past practices as to bidding/offering of extra-curricular/field trip runs will be continued as follows:

- a. Regular bus drivers will be offered all such runs before these runs are offered to substitute bus drivers.
- b. Teacher coaches/advisors have the first choice at such runs.
- c. Regular bus drivers will be offered all extracurricular activities runs/trips not being driven by a coach/advisor.
- d. Bus drivers will assemble with the Bus Supervisor prior to the start of each sports season to select the following trips:

##### August

Boys V. soccer  
Girls V. soccer  
Girls V. Volleyball  
Girls Jr. High Volleyball

##### October

Boys V. Basketball  
Girls V. Basketball  
Freshman Boys Basketball  
Boys Jr. High Basketball  
Girls Jr. High Basketball  
Quiz bowl

##### March

Boys V. Baseball  
Girls V. Softball  
Girls JV. Softball  
V. Track  
Jr. High Track

All bus runs for extracurricular athletics will be posted and bid upon annually in the same fashion as extra bus runs and field trips bidding procedures herein. Sports that are piggy-backed with each other (ex. Softball and baseball playing in the same location) the most senior driver will be awarded the first trip, then it will be offered on a rotating basis between the two (2) drivers.

Drivers for all the above trips will be determined on a rotating basis with the most senior driver selecting one trip they want then the next senior driver and so on until all trips have been selected. If any trips remain then start with the most senior driver again and repeat the process. If any then remain, then go to the substitute driver list. Each driver can sign up for no more than two (2) sub routes.

#### **I. EXTRA BUS RUNS**

Field Trips:

1. Except in cases of emergency or where short notification of a field trip request was given to the Administration, all extra runs/field trips (excluding those listed in Article VIII, letter H.) will be posted at least five (5) days in advance. Failure to indicate a "yes" or "no" will be taken to mean that the driver does not want the extra run.
2. If a signed driver does not desire extra trips or shuttle runs, he/she shall have the option of withdrawing his/her name from the seniority extra-run list. (Note: This is the same list as above).



3. All scheduled extra runs will be taken. If a contracted driver signed for a field trip/extracurricular/extra run is not available, they are to contact the superintendent. Those drivers who have signed up for the field trip/extracurricular/extra run, according to seniority, will be asked first to drive. Your first choice is your primary responsibility. If no one signs up, then substitute drivers may be asked to take the trip. If no replacement is available, the contracted driver must take the trip except in cases of emergency situations as determined by the bus supervisor. If it is deemed an emergency, the most junior regular route driver(s) who is/are available on the seniority list will cover the scheduled trip(s).
4. When a field trip is available, the most senior driver electing the trip may take that run instead of their regular run. Such runs that conflict with the driver's regularly scheduled run will be covered by a substitute. If a substitute cannot be found, the driver may be required to take their regular route run instead, unless it is an emergency situation.
5. After all eligible regular drivers have rejected a trip, a licensed driver employee, not regularly employed as bus drivers, will be offered the trip as long as it does not conflict with their regular duties.
6. In the event that a substitute must take the regular route, the regular driver taking such field trip will be compensated at a rate equivalent to the regular bus route while on the field trip only for and during the time in which the affected regular route driver would have driven such regular route.
7. The cost of admission, if any, will be provided by the employer. Where an overnight stay is required, the employer will provide for reimbursement of reasonable and necessary lodging & meals. All drivers must stay at the event to which they drive (when possible).
8. Shuttle Runs:
  - a. Shuttle runs are scheduled runs that occur during the school day from one educational facility to an alternate education facility.
    - Routine shuttle runs may be scheduled and included as a part of a regular bus route.
  - b. Any run occurring before or after a driver's regularly scheduled hours shall be considered a shuttle run.
    - Shuttle runs for purposes of an assembly or field trips will be treated as field trip runs.
9. General Provisions:
  - a. All field trips, extra-curricular events and extra shuttle runs will be paid at the driver field trip rate for the current school year, with a minimum of one (1) hour of pay even if such trip is canceled.
  - b. Record(s) of all extra runs will be made available to the association bus transportation representative upon request in the form of bus driver trip records.
  - c. The school district will provide a bus driver's operation manual (beginning in August, 1990) to each full-time, part-time or substitute bus driver. Such operations manual will include emergency procedures especially as those relate to injured children or children with special health problems that may require immediate medical attention.

The school district will provide a list of children with special medical problems that may require immediate medical attention. Appropriate training to those bus drivers required to transport such children will be provided so as to enable the bus driver to reasonably handle such emergencies. At the beginning of each school year, emergency drill training, appropriate first aide training, EMT training where necessary, P will be provided to each of the bus drivers and substitutes.

- d. Bus drivers shall not be required to operate any vehicle which is unsafe. In cases of such emergency where the regular bus is inoperable because of safety, a sub bus will be used. In the event that buses taken for use in transporting students for field trips or extra-curricular activities are not returned in the same or better state of cleanliness as received, the Superintendent will get the regular driver and the field trip/extra-curricular driver together to resolve the matter.
- e. All buses will be equipped with two-way radios.

#### **J. CUSTODIAL COVERAGE for EXTRA CURRICULAR & ATHLETIC EVENTS**

All known home athletic or extra-curricular events requiring custodial service will be posted at the beginning of the school year. Assignments to such events will be awarded on the basis of seniority from among those qualified and signing up for each event.

Except in cases of emergency or where short notification of an event other than those posted above, all such events will be posted five (5) days in advance and shall be awarded by seniority from the posted list of interested/qualified employees who have indicated "yes" to event work. Failure to indicate a "yes" or "no" will be taken to mean that the employee does not want the extra event work.

If a signed employee does not desire the event work, he/she shall have the option of withdrawing his/her name from the seniority event work list. (Note: This is the same list as above).

If a contracted employee signed for an event is not available, they shall be responsible for securing their replacement. Regular custodians will be asked first, then substitutes may be asked to work the event. If no replacement is available, the contract employee must cover the event except in cases of illness or other emergency. If the superintendent determines that an emergency exists, the most junior qualified regular employee who is available on the seniority list will cover the event.

All covered events and covered extra events will be paid at the regular custodial rate for the current school year, with a minimum of one (1) hour of pay where such event is canceled less than two (2) hours prior to the event.

#### **K. EXTRA DUTY**

Except in cases of extreme emergency, extra duty time shall be divided among bargaining unit members within each job classification as follows:

Extra duty time shall first be offered to the most senior member(s) of the bargaining unit qualified to do the activity selected by seniority from a list of those that volunteered for such work.

Compensation for extra duty - See overtime and call back herein.

## **L. SUBSTITUTES**

The Administration will do its best to employ current members of the bargaining unit to perform duties as a substitute in the same or other job classification.

The board shall provide substitutes as required by the absence of a regular bargaining unit member. Regular employee schedules permitting, substitutes shall be employed to perform the work of an absent bargaining unit member until other bargaining unit members regularly assigned to the same or similar, if any, tasks have been offered the work. To the extent possible, a substitute shall only perform the work in a position that remains vacant after regular bargaining unit members have been shifted to perform the work of an absent bargaining unit member. Substitutes shall be filled at the discretion of the supervisor.

A bargaining unit member's pay rate shall not be reduced as a result of an involuntary assignment. If a substitute is filled by a bargaining unit member within the same job classification, the substitute will receive their regular pay. If a substitute is filled by a bargaining unit member outside of their job classification or someone not in the bargaining unit, the substitute will receive regular substitute pay for the work performed.

## **M. CALAMITY DAYS**

Custodial staff will be asked to report to work as normal to complete their shift, unless there is a Level III snow emergency. Second shift workers may be given the option of reporting early to complete their work. If the custodial staff is asked to come in late or is dismissed from work early by their supervisor on a calamity day, they will be paid for their entire normal work schedule for that day. If school is cancelled the night before, day custodians will not be required to report before 9 a.m. with no loss of pay.

Cafeteria staff that may have already reported prior to a calamity day being announced are expected to remain on duty to work their scheduled shift unless/until sent home by a supervisor.

### **Employees working less than 260 day contracts**

The official closing of schools by the Superintendent of Schools on account of severe weather, other reasons deemed necessary by the Superintendent, or other emergency conditions shall not result in loss of pay or additional days of work without pay for the first five (5) full days of calamity. All days that must be made up beyond these shall be without any additional pay. Any additional hours will not be made up until we fall below the state minimum required hours per ORC, based on the minimum requirements for the high school.

When the weather conditions necessitate alteration of the starting time for the school day, the Superintendent shall use his/her best judgment in determining the need for a three (3) hour delay for the start of school. When the Superintendent calls for a three (3) hour delay there shall be a corresponding addition of one (1) hour at the end of the regular school day, only if the district needs to meet the minimum hour requirements per ORC 3313.48 (based on high school hours).

## **N. OVERTIME/CALL BACK (Classified)**

In an effort to reduce or minimize the retirement penalty assessment for part-time classified staff, the parties agree to the following:

Whenever possible, qualified staff, currently employed in less than full-time positions, will be offered any extra work before non-regularly employed persons or substitutes are offered such work. Such work to be completed will be determined by the Superintendent or his/her designee.

Except where circumstances will not permit, senior qualified part-time classified staff will be employed for all extra duty work until each such employee reaches forty (40) hours of employment. Thereafter, the next most senior qualified employee shall be offered the work and employed for up to forty (40) hours and so forth.

**O. PROFESSIONAL MEETINGS**

All teacher aides and secretaries shall be permitted to attend school district (or building) professional faculty meetings during working hours. Upon request and with the prior approval of the Superintendent, any other staff member may attend.

**P. HOLIDAY (Classified)**

**DAYS**

Except as identified below, classified employees (whose employment schedule encompasses any of the listed holidays) shall have such days off with pay:

1. Labor Day
2. Thanksgiving
3. Christmas Day
4. New Year's Day
5. Martin Luther King Jr.'s Birthday
6. Memorial Day
7. Independence Day
8. President's Day

In addition, support staff employees on 12-month contracts will receive Friday following Thanksgiving, Christmas Eve day, New Year's Eve day, and Good Friday as a holiday.

It is understood that President's Day shall be designated as a non-school day on the calendar, but may be used as a make-up day only. In the event that it is used as a makeup day, employees will not receive double-time pay. Twelve month employees will have the opportunity to float that holiday to a later day which must be used by June 30<sup>th</sup>. The floated holiday may be used at the discretion of custodial staff so long as it does not impact coverage of duties during the normal school day.

In the event a holiday falls on a Saturday, the preceding Friday shall be regarded as the paid holiday. All affected staff shall be paid on those days at the regular pay. In the event a holiday falls on a Sunday, the subsequent Monday shall be regarded as the paid holiday, or affected staff shall be paid for those days at the regular rate of pay.

**Compensation for Holiday Work**

Pay for work required on holidays shall be paid for the regularly scheduled hours of each bargaining unit member under 12-month contracts. Holiday work, if offered, or required, shall be at the discretion of the employee and be paid at the double-time rate or equivalent compensatory time.

**Q. VACATIONS (Classified)**

**Eligibility**

Bargaining unit members employed on an 11 or 12-month basis shall receive paid vacation time.



### Use & Scheduling

Said vacation time may be used by eligible bargaining unit members at times of the bargaining unit member's own choosing subject only to the condition where more than one bargaining unit member requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting bargaining unit members from being absent at the requested times. In such instances, the affected bargaining unit member having the greatest seniority shall be granted his/her preferred vacation date(s) and all other employees shall select different dates for vacation.

### Amounts

11 Month or 12 Month Staff are entitled to vacations as follows:

In first year thru 9 Years	-- Two (2) weeks with pay
Ten (10) complete years thru 14 years	-- Three (3) weeks with pay
Fifteen (15) complete years	-- One day for each year of service to a max of twenty (20)

### Accumulation

Unused vacation days may accumulate at no more than five (5) days per year up to a maximum of a total of 10 days.

### Prior Service Credit

A 12-month support staff employee may combine prior service with the state or any of its political subdivision with service in the district to determine the number of weeks paid vacation to which they are entitled. Staff previously employed by the District in a non-vacation earning assignment, will receive credit for such years of service prorated to that of a fulltime 12-month employee (2080 hours).

### Severance

For purposes of separation pay, unused vacation either earned or accrued may be carried forward into the next year for up to two full years and the prorated portion of the earned but unused vacation leave for the current year.

Upon termination of employment, a bargaining unit member shall be paid for all unused vacation time based upon his/her then current rate of pay. Vacation time shall be computed as of each bargaining unit member's anniversary date.

## **R. HEALTH AND SAFETY (Certified/Classified)**

### Students

The Board shall take reasonable effort to support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the assigned work areas of employees. The Board or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such reasonable physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse, or injury, or to prevent damage to school property.

No bargaining unit member(s) shall be required to dispense or administer medication. Employees shall be held legally harmless in the event of injury to students or other employees in their area of assignment providing the employee is/has acted in good faith within his/her scope of responsibility.

#### Supervision

Except for those bargaining unit members working in the classifications of custodian, or food service, a bargaining unit member shall be primarily responsible to only one supervisor, said supervisor to be designated by the Board at the beginning of each school year with written notification provided to each employee. For those employees working in custodial or food service, the line of authority shall be maintenance supervisor and cafeteria supervisor respectively then the principal then the superintendent. In the absence of a building supervisor, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building. All work rules established by the Board shall be in writing and communicated to all employees and the Association.

Work rules shall not conflict directly or indirectly with any provisions of this Agreement. Any employee, or the Association, shall have the right to grieve over unreasonable work rules or an unreasonable application of reasonable work rules.

#### Safety Equipment

The Board shall provide without cost to the bargaining unit member the following:

1. Approved first aid kits and materials in all work areas;
2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices; safety shoes and glasses where applicable; (custodial staff), shall be available for use when warranted.

### **S. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

Prior to September 1 of each school year, the Association and Board shall establish a Local Professional Development Committee (LPDC) pursuant to applicable state law (SB 230). The committee shall be comprised of three (3) bargaining unit members selected by the Association and two (2) administrative personnel selected by the Board. When reviewing or approving an administrative license, one (1) bargaining unit member shall be removed from the committee and an additional appointee of the Board shall be placed on the committee.

A Chairperson shall be elected by majority vote of the LPDC. A Secretary shall be elected by a majority vote of the LPDC and shall be responsible for committee minutes and will assure the secure storage of the confidential materials used by the LPDC.

Decisions shall be made by a majority vote of the LPDC members present and voting. Three (3) members present shall constitute a quorum of which two (2) shall be bargaining unit members.

Appeals of LPDC decisions shall be made to the LPDC within thirty (30) calendar days of the LPDC decision. A second appeal may be made to the County Superintendent within thirty (30) days of the LPDC appeal hearing.

Each committee member except the secretary shall be paid \$25.00 per hour up to a maximum of 40 hours for work performed outside the regular work day. The secretary shall be paid \$25.00 per hour up to a maximum of 50 hours for work performed outside the regular work day.

Training for the LPDC committee members shall be in addition to other professional leave.

#### **T. ENTRY YEAR PROGRAM**

The Continental Local School District shall incorporate the Entry Year Program as provided by the Putnam County Educational Service Center. The stipend for mentoring shall be seven hundred fifty dollars (\$750) for the first mentee. A mentor who agrees to work with additional mentees will be paid an additional \$375 for each. The Continental Local School District Board of Education will continue the Entry Year Program should the Putnam County Educational Service Center no longer provide this program.

### **ARTICLE IX OTHER PROVISIONS**

#### **SEVERABILITY**

In the event there is a conflict between a provision of this Agreement and any applicable state or valid rule or regulation adopted by a state agency pursuant thereto, the terms of this Agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A).

If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree all appeal have been exhausted, such provision shall be null and void. However, the remainder of the Agreement shall remain in full force and effect in accordance with their terms.

Upon request of the Board or the Association, following changes in federal or state law, affecting this agreement or parts thereof, the parties to the Agreement shall meet within ten (10) school days to negotiate substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto. For such cases, all other provisions of this Agreement shall remain in effect for the duration of the contract.

If during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition pursuant to the provisions for interim bargaining herein. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto.

#### **INTERIM BARGAINING**

With regard to affect changes in the wages, hours, terms and conditions of employment which are not currently a subject of this agreement or changes that have an effect on the wages, hours, terms or conditions of employment for members of the bargaining unit, it shall be the obligation of the association to request interim bargaining over such mandatory subjects. The failure of the Association to demand interim bargaining over each subject shall not be construed as a waiver of the Association's right to demand bargaining in the future

over such subsequent subjects as they arise nor shall such failure be construed as a waiver of the Board's obligation to bargain over such mandatory subjects. Such interim bargaining shall only be precipitated by a majority vote of the total numbered members in the Association. In the event of an impasse in such interim bargaining, the parties agree that the impasse will be resolved by the Board of Education's election of either (a) no implementation of the proposed change(s) which precipitated the interim bargaining, or (b) the Association shall be entitled to strike after the proper filing of the notification to the employer and SERB of the intent to strike.



**DESIGNATION OF BENEFICIARY FOR RECEIPT OF SEVERANCE BENEFITS  
IN THE EVENT OF DEATH**

I, \_\_\_\_\_, designate the following beneficiary(ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

<b>NAME</b>	<b>RELATIONSHIP</b>	<b>ADDRESS</b>	<b>PHONE #</b>	<b>PERCENTAGE</b>
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(Total for all beneficiary(ies) should equal 100%)

In the event one of the foregoing precedes me, I hereby designate as secondary beneficiary(ies) the following person(s):

<b>NAME</b>	<b>RELATIONSHIP</b>	<b>ADDRESS</b>	<b>PHONE #</b>	<b>PERCENTAGE</b>
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(Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without undue delay or difficulty in the event of my death.

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

\_\_\_\_\_  
Employee

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

\_\_\_\_\_  
Spouse's Signature

CONTINENTAL LOCAL SCHOOL  
SUPPLEMENTAL SALARY SCHEDULE

**Athletic Positions**

Athletic Director	.14 (three periods)
Asst. Athletic Director	.077 (one period)

**Fall Sports**

Golf	.06
Girls Volleyball Varsity	.08
Reserve Volleyball	.06
Freshman Volleyball	.04
8 <sup>th</sup> Grade Volleyball	.04
7 <sup>th</sup> Grade Volleyball	.04
Elementary Volleyball	.026
Head Soccer*	.08
JV Soccer*	.055
Asst. Soccer*	.03
Cross Country *	.06

**Winter Sports**

Head Basketball*	.14
Varsity Asst. Basketball	.055
Reserve Basketball*	.08
Freshman Basketball*	.055
8 <sup>th</sup> Basketball*	.055
7 <sup>th</sup> Basketball*	.055
Elementary Basketball*	.026
Cheerleader Advisor	.05
Jr. High Cheerleader Advisor	.02

**Spring Sports**

Baseball	.08
JV Baseball	.045
Asst. Baseball	.03
Softball - Girls	.08
Softball - J.V. Girls	.045
Asst. Softball	.03
Varsity Track*	.08
Assistant Track*	.04
Jr. High Track*	.04

\* Indicates Boys and Girls Positions

<b>Summer Weight Room Coordinator</b>	<b>\$1,600 stipend</b>
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**Band and Music Positions**

Summer Band	.11
Non-Competition Summer Band	.05
Pep Band	.036
Color Guard	.026
Non-Competition Color Guard	.015
School Play	.05
Asst. School Play	.03
School Musical	.06
Asst. School Musical	.04
Accompanist Musical	.03
Choir	.026

### Academic Positions

Scholastic Bowl Advisor	.02
J.H. Scholastic Bowl Advisor	.01
Newspaper	.02
Annual	.06
Tutors	\$18/hour
Summer School Instructor	\$30/hour
Saturday School	\$18/hour
Prom Advisor	.02
Sr. Class Advisor	.02
Jr. Class Advisor	.02

### Club Positions

H.S. Student Council	.02
J.H. Student Council	.01
Elementary Student Council	.01
Foreign Language Club	.013
Honor Society	.02
FCCLA Advisor	.02

### Concession and Event Manager Positions

Concessions (Fall)		.02
Winter Concessions Scheduling/Ordering		\$200.00
JH Girls Concessions & Clean up		\$25.00 per game date
JH Boys Concessions & Clean up		\$25.00 per game date
Freshman Boys Concessions & Clean up		\$15.00 per game date
HS Girls Concessions & Clean up		\$30.00 per game date
HS Boys Concessions & Clean up		\$50.00 per game date
Varsity Boys/Girls Soccer Only	\$35	
JV Boys/Girls Soccer Only	\$35	
Varsity and JV Soccer Games	\$50	
Varsity Volleyball Only	\$35	
Varsity and JV Volleyball	\$50	
Junior High Volleyball	\$20/game	
HS Basketball	\$50	
Freshman Basketball	\$20	
Junior High Basketball	\$20/game	
HS Track	\$20	
MS Track	\$20	
Softball	\$20	
Baseball	\$20	

### Extended Service

Consumer Science	5 days
Guidance	8 days

Supplemental salaries will be computed by multiplying the % listed for each of the supplemental positions by the salary in the Bachelors column of the regular teaching salary schedule that corresponds to the amount of experience the individual has in the sport or other extra-curricular activity.

If student participation warrants the scheduling of full JV contests, the assistant coach may then become the paid JV coach automatically. Further, should this happen the assistant coach position may be left vacant.

Contract offers of employment under a supplemental contract for all non-spring activities will be returned to the Board offices within thirty (30) days of receipt or May 1st, whichever is later. Contract offers for supplemental employment for spring activities will be returned to the Board offices within thirty (30) days of receipt or July 1st, whichever is later.

### **EXTRA CURRICULAR PAY**

1. Any staff member who accepts 2 extra-curricular contracts will receive a \$200 bonus paid at the end of the school year.
2. Any staff member who accepts 3 extra-curricular contracts will receive a \$350 bonus paid at the end of the school year.
3. Any staff member who accepts 4 extra-curricular contracts will receive a \$550 bonus paid at the end of the school year.

### **SUPPLEMENTAL COMPENSATION/POSITIONS**

1. Field Trips (classes & Band) & athletic trips:  
Bus drivers shall be compensated at a rate of \$12.75 per hour for all extra trips. There shall be a three (3) hour minimum pay for such trips and twelve (12) hour maximum pay for such trips.
2. Shift bonus of \$0.30 per hour has been added directly to all custodial pay scale and the shift bonus will no longer be offered to employees.
3. College Credit Plus Compensation: Any teacher who teaches a course in College Credit Plus shall be paid \$200 per semester class. The stipend shall be paid after each semester. This teacher must be the teacher of record for the college class.

### **TERMINATION OF SUPPLEMENTAL CONTRACTS**

All Supplemental Contracts may be terminated by the mutual consent of the parties, by retirement or resignation of the Teacher, and/or in accordance with Ohio laws. If any extracurricular season/activity is cancelled as a result of events that cause the Board to cancel or reduce the length of the activity/season, including but not limited to an act of God, pandemic, natural disaster, epidemic, quarantine restriction, declaration of emergency, state or federal law or order, or if the season is shortened or postponed by directive of the Ohio High School Athletic Association (OHSAA), then the Employee, along with an Association representative, may request a meeting with the Superintendent and shall be paid a prorated amount based on a mutually agreed percentage of the supplemental work completed at the time of cancellation.

Non-Athletic supplemental employees must be able to show reasonable effort for the work and time involved in carrying out their supplemental duties. Athletic supplemental percentages will be determined by the length of the season:

- Junior High Athletics: First practice date as set forth by OHSAA to First PCL tournament game.
- High School Athletics: First practice date as set forth by OHSAA to First OHSAA tournament game.



If the supplemental contract reaches 50% of a season, the employee shall receive one year's credit on the longevity steps of the supplemental contract salary schedule. If the extracurricular activity that the Employee has been approved to supervise through this Contract is canceled prior to the start of the season, then this Contract shall automatically terminate, and the Employee shall not be entitled to any portion of the supplemental pay or year's credit towards longevity steps.

CONTINENTAL LOCAL SCHOOL  
 CERTIFICATED SALARY SCHEDULE  
 2022-2023 SCHOOL YEAR  
 2% Increase

BASE SALARY \$ 35,930.00

EXPERIENCE		BACHELOR 0.0412		BACH+150 HR 0.045		MASTERS 0.050		MASTERS +15 MA (+) \$750
0	\$	35,930	\$	37,978	\$	40,242	\$	40,992
		1.0000		1.0570		1.1200		
1	\$	37,410	\$	39,595	\$	42,038	\$	42,788
		1.0412		1.1020		1.1700		
2	\$	38,891	\$	41,212	\$	43,835	\$	44,585
		1.0824		1.1470		1.2200		
3	\$	40,371	\$	42,829	\$	45,631	\$	46,381
		1.1236		1.1920		1.2700		
4	\$	41,851	\$	44,445	\$	47,428	\$	48,178
		1.1648		1.2370		1.3200		
5	\$	43,332	\$	46,062	\$	49,224	\$	49,974
		1.2060		1.2820		1.3700		
6	\$	44,812	\$	47,679	\$	51,021	\$	51,771
		1.2472		1.3270		1.4200		
7	\$	46,292	\$	49,296	\$	52,817	\$	53,567
		1.2884		1.3720		1.4700		
8	\$	47,773	\$	50,913	\$	54,614	\$	55,364
		1.3296		1.4170		1.5200		
9	\$	49,253	\$	52,530	\$	56,410	\$	57,160
		1.3708		1.4620		1.5700		
10	\$	50,733	\$	54,147	\$	58,207	\$	58,957
		1.4120		1.5070		1.6200		
11	\$	52,213	\$	55,763	\$	60,003	\$	60,753
		1.4532		1.5520		1.6700		
12	\$	53,694	\$	57,380	\$	61,800	\$	62,550
		1.4944		1.5970		1.7200		
13	\$	55,174	\$	58,997	\$	63,596	\$	64,346
		1.5356		1.6420		1.7700		
15	\$	56,654	\$	60,614	\$	65,393	\$	66,143
		1.5768		1.6870		1.8200		
20	\$	58,135	\$	62,231	\$	67,189	\$	67,939
		1.6180		1.7320		1.8700		
25	\$	59,615	\$	63,848	\$	68,986	\$	69,736
		1.6592		1.7770		1.9200		
30	\$	60,115	\$	64,348	\$	69,486	\$	70,236

\*Year 30 is calculated by increasing the 25th step by \$500 across each column

CONTINENTAL LOCAL SCHOOL  
 CERTIFICATED SALARY SCHEDULE  
 2023-2024 SCHOOL YEAR  
 2% Increase

BASE SALARY \$ 36,649.00

EXPERIENCE	BACHELOR 0.0412	BACH+150 HR 0.045	MASTERS 0.050	MASTERS +15 MA (+) \$750
0 \$	36,649 \$ 1.0000	38,738 \$ 1.0570	41,047 \$ 1.1200	41,797
1 \$	38,159 \$ 1.0412	40,387 \$ 1.1020	42,879 \$ 1.1700	43,629
2 \$	39,669 \$ 1.0824	42,036 \$ 1.1470	44,712 \$ 1.2200	45,462
3 \$	41,179 \$ 1.1236	43,686 \$ 1.1920	46,544 \$ 1.2700	47,294
4 \$	42,689 \$ 1.1648	45,335 \$ 1.2370	48,377 \$ 1.3200	49,127
5 \$	44,199 \$ 1.2060	46,984 \$ 1.2820	50,209 \$ 1.3700	50,959
6 \$	45,709 \$ 1.2472	48,633 \$ 1.3270	52,042 \$ 1.4200	52,792
7 \$	47,219 \$ 1.2884	50,282 \$ 1.3720	53,874 \$ 1.4700	54,624
8 \$	48,729 \$ 1.3296	51,932 \$ 1.4170	55,706 \$ 1.5200	56,456
9 \$	50,238 \$ 1.3708	53,581 \$ 1.4620	57,539 \$ 1.5700	58,289
10 \$	51,748 \$ 1.4120	55,230 \$ 1.5070	59,371 \$ 1.6200	60,121
11 \$	53,258 \$ 1.4532	56,879 \$ 1.5520	61,204 \$ 1.6700	61,954
12 \$	54,768 \$ 1.4944	58,528 \$ 1.5970	63,036 \$ 1.7200	63,786
13 \$	56,278 \$ 1.5356	60,178 \$ 1.6420	64,869 \$ 1.7700	65,619
15 \$	57,788 \$ 1.5768	61,827 \$ 1.6870	66,701 \$ 1.8200	67,451
20 \$	59,298 \$ 1.6180	63,476 \$ 1.7320	68,534 \$ 1.8700	69,284
25 \$	60,808 \$ 1.6592	65,125 \$ 1.7770	70,366 \$ 1.9200	71,116
30 \$	61,308 \$	65,625 \$	70,866 \$	71,616

\*Year 30 is calculated by increasing the 25th step by \$500 across each color

CONTINENTAL LOCAL SCHOOL  
 CERTIFICATED SALARY SCHEDULE  
 2024-2025 SCHOOL YEAR  
 2% Increase

BASE SALARY \$ 37,382.00

EXPERIENCE	BACHELOR 0.0412	BACH+150 HR 0.045	MASTERS 0.050	MASTERS +15 MA (+) \$750
0 \$	37,382 \$	39,513 \$	41,868 \$	42,618
	1.0000	1.0570	1.1200	
1 \$	38,922 \$	41,195 \$	43,737 \$	44,487
	1.0412	1.1020	1.1700	
2 \$	40,462 \$	42,877 \$	45,606 \$	46,356
	1.0824	1.1470	1.2200	
3 \$	42,002 \$	44,559 \$	47,475 \$	48,225
	1.1236	1.1920	1.2700	
4 \$	43,543 \$	46,242 \$	49,344 \$	50,094
	1.1648	1.2370	1.3200	
5 \$	45,083 \$	47,924 \$	51,213 \$	51,963
	1.2060	1.2820	1.3700	
6 \$	46,623 \$	49,606 \$	53,082 \$	53,832
	1.2472	1.3270	1.4200	
7 \$	48,163 \$	51,288 \$	54,952 \$	55,702
	1.2884	1.3720	1.4700	
8 \$	49,703 \$	52,970 \$	56,821 \$	57,571
	1.3296	1.4170	1.5200	
9 \$	51,243 \$	54,652 \$	58,690 \$	59,440
	1.3708	1.4620	1.5700	
10 \$	52,783 \$	56,335 \$	60,559 \$	61,309
	1.4120	1.5070	1.6200	
11 \$	54,324 \$	58,017 \$	62,428 \$	63,178
	1.4532	1.5520	1.6700	
12 \$	55,864 \$	59,699 \$	64,297 \$	65,047
	1.4944	1.5970	1.7200	
13 \$	57,404 \$	61,381 \$	66,166 \$	66,916
	1.5356	1.6420	1.7700	
15 \$	58,944 \$	63,063 \$	68,035 \$	68,785
	1.5768	1.6870	1.8200	
20 \$	60,484 \$	64,746 \$	69,904 \$	70,654
	1.6180	1.7320	1.8700	
25 \$	62,024 \$	66,428 \$	71,773 \$	72,523
	1.6592	1.7770	1.9200	
30 \$	62,524 \$	66,928 \$	72,273 \$	73,023

\*Year 30 is calculated by increasing the 25th step by \$500 across each column



CONTINENTAL LOCAL SCHOOL  
CLASSIFIED SALARY SCHEDULE  
2022 2023 SCHOOL YEAR  
2% Increase

FOOD SERVICE			BUS DRIVERS			TEACH A'DE			SECRETARY			CUSTODIAN		
		index			index			index			index			index
0 \$	13.68		\$	17.83		\$	12.39		\$	16.05		\$	16.35	
	1.1043	0.1043		1.4392	0.4392		1.0000	0.0000		1.2954	0.2954		1.3200	0.3200
1 \$	13.92		\$	18.34		\$	12.63		\$	16.58		\$	16.57	
	1.1232	0.0189		1.4802	0.0410		1.0190	0.0190		1.3382	0.0428		1.3374	0.0174
2 \$	14.15		\$	18.85		\$	12.86		\$	17.11		\$	16.79	
	1.1422	0.0190		1.5213	0.0411		1.0379	0.0189		1.3809	0.0427		1.3548	0.0174
3 \$	15.07		\$	19.36		\$	13.58		\$	17.64		\$	17.49	
	1.2164	0.0742		1.5623	0.0410		1.0964	0.0585		1.4236	0.0427		1.4116	0.0568
4 \$	15.31		\$	19.87		\$	13.82		\$	18.17		\$	17.71	
	1.2353	0.0189		1.6034	0.0411		1.1153	0.0189		1.4664	0.0428		1.4290	0.0174
5 \$	15.54		\$	20.85		\$	14.05		\$	18.70		\$	17.92	
	1.2542	0.0189		1.6825	0.0791		1.1342	0.0189		1.5089	0.0425		1.4464	0.0174
6 \$	15.77		\$	21.36		\$	14.29		\$	19.22		\$	18.14	
	1.2731	0.0189		1.7236	0.0411		1.1531	0.0189		1.5516	0.0427		1.4638	0.0174
10 \$	16.01		\$	21.86		\$	14.52		\$	19.75		\$	18.35	
	1.2920	0.0189		1.7646	0.0410		1.1720	0.0189		1.5943	0.0427		1.4812	0.0174
15 \$	16.24		\$	22.37		\$	14.76		\$	20.28		\$	18.57	
	1.3109	0.0189		1.8056	0.0410		1.1909	0.0189		1.6370	0.0427		1.4986	0.0174

CONTINENTAL LOCAL SCHOOL  
CLASSIFIED SALARY SCHEDULE  
2023-2024 SCHOOL YEAR  
2% Increase

FOOD SERVICE			BUS DRIVERS			TEACH/AIDE			SECRETARY			CUSTODIAN		
		index			index			index			index			index
0	\$	13.96	\$	18.19	\$	12.64	\$	16.37	\$	16.68				
		1.1043	0.1043		1.4392	0.4392		1.0000	0.0000	1.2954	0.2954		1.3200	0.3200
1	\$	14.20	\$	18.71	\$	12.88	\$	16.91	\$	16.90				
		1.1232	0.0189		1.4802	0.0410		1.0190	0.0190	1.3382	0.0428		1.3374	0.0174
2	\$	14.44	\$	19.23	\$	13.12	\$	17.45	\$	17.12				
		1.1422	0.0190		1.5213	0.0411		1.0379	0.0189	1.3809	0.0427		1.3548	0.0174
3	\$	15.38	\$	19.75	\$	13.86	\$	17.99	\$	17.84				
		1.2164	0.0742		1.5623	0.0410		1.0964	0.0585	1.4236	0.0427		1.4116	0.0568
4	\$	15.61	\$	20.27	\$	14.10	\$	18.54	\$	18.06				
		1.2353	0.0189		1.6034	0.0411		1.1153	0.0189	1.4664	0.0428		1.4290	0.0174
5	\$	15.85	\$	21.27	\$	14.34	\$	19.07	\$	18.28				
		1.2542	0.0189		1.6825	0.0791		1.1342	0.0189	1.5089	0.0425		1.4464	0.0174
6	\$	16.09	\$	21.79	\$	14.58	\$	19.61	\$	18.50				
		1.2731	0.0189		1.7236	0.0411		1.1531	0.0189	1.5516	0.0427		1.4638	0.0174
10	\$	16.33	\$	22.30	\$	14.81	\$	20.15	\$	18.72				
		1.2920	0.0189		1.7646	0.0410		1.1720	0.0189	1.5943	0.0427		1.4812	0.0174
15	\$	16.57	\$	22.82	\$	15.05	\$	20.69	\$	18.94				
		1.3109	0.0189		1.8056	0.0410		1.1909	0.0189	1.6370	0.0427		1.4986	0.0174

CONTINENTAL LOCAL SCHOOL  
CLASSIFIED SALARY SCHEDULE  
2024-2025 SCHOOL YEAR  
2% Increase

FOOD SERVICE			BUS DRIVERS			TEACH AIDE			SECRETARY			CUSTODIAN		
		index			index			index			index			index
0 \$	14.23		\$	18.55		\$	12.89		\$	16.70		\$	17.01	
	1.1043	0.1043		1.4392	0.4392		1.0000	0.0000		1.2954	0.2954		1.3200	0.3200
1 \$	14.48		\$	19.08		\$	13.13		\$	17.25		\$	17.24	
	1.1232	0.0189		1.4802	0.0410		1.0190	0.0190		1.3382	0.0428		1.3374	0.0174
2 \$	14.72		\$	19.61		\$	13.38		\$	17.80		\$	17.46	
	1.1422	0.0190		1.5213	0.0411		1.0379	0.0189		1.3809	0.0427		1.3548	0.0174
3 \$	15.68		\$	20.14		\$	14.13		\$	18.35		\$	18.20	
	1.2164	0.0742		1.5623	0.0410		1.0964	0.0585		1.4236	0.0427		1.4116	0.0568
4 \$	15.92		\$	20.67		\$	14.38		\$	18.90		\$	18.42	
	1.2353	0.0189		1.6034	0.0411		1.1153	0.0189		1.4664	0.0428		1.4290	0.0174
5 \$	16.17		\$	21.69		\$	14.62		\$	19.45		\$	18.64	
	1.2542	0.0189		1.6825	0.0791		1.1342	0.0189		1.5089	0.0425		1.4464	0.0174
6 \$	16.41		\$	22.22		\$	14.86		\$	20.00		\$	18.87	
	1.2731	0.0189		1.7236	0.0411		1.1531	0.0189		1.5516	0.0427		1.4638	0.0174
10 \$	16.65		\$	22.75		\$	15.11		\$	20.55		\$	19.09	
	1.2920	0.0189		1.7646	0.0410		1.1720	0.0189		1.5943	0.0427		1.4812	0.0174
15 \$	16.90		\$	23.27		\$	15.35		\$	21.10		\$	19.32	
	1.3109	0.0189		1.8056	0.0410		1.1909	0.0189		1.6370	0.0427		1.4986	0.0174





## DURATION OF AGREEMENT

Except as otherwise specified herein, this Agreement shall be effective as of July 1, 2022 and remain in effect until June 30, 2025, both dates inclusive. This Agreement shall be the base from which future negotiations shall proceed.

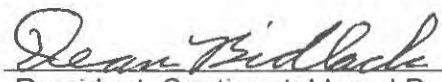
FOR THE CONTINENTAL  
EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President, Continental Education Association

  
\_\_\_\_\_  
Negotiations Chairperson, Continental  
Education Association

  
\_\_\_\_\_  
DATE

FOR THE BOARD OF EDUCATION

  
\_\_\_\_\_  
President, Continental Local Board of  
Education

  
\_\_\_\_\_  
Treasurer, Continental Local Board of  
Education

  
\_\_\_\_\_  
Superintendent, Continental Local Schools

  
\_\_\_\_\_  
DATE

