



01/27/2023
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PROFESSIONAL NEGOTIATED AGREEMENT

Between the
CANFIELD BOARD OF EDUCATION
and the
CANFIELD EDUCATION ASSOCIATION

September 1, 2022- August 31, 2025

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	RECOGNITION.....	1
1.01	Statement of Recognition.....	1
1.02	Definition of Employee/Composition of Bargaining Unit/Exclusions	1
1.03	Professionalism.....	1
1.04	Board Rights	1
1.05	Association Rights	2
ARTICLE II	NEGOTIATIONS PROCEDURE.....	6
2.01	Professional Negotiations	6
2.02	Initiation of Negotiations.....	6
2.03	Scope of Negotiations.....	6
2.04	Negotiation Sessions	6
2.05	Agreement	7
2.06	Previously Negotiated Language	8
2.07	Amendments to Contract.....	8
2.08	Disagreement.....	8
ARTICLE III	GRIEVANCE PROCEDURE.....	9
3.01	Objective	9
3.02	Grievance Defined	9
3.03	Grievance Procedure	9
3.04	Time Limits.....	12
3.05	Transmittal of Grievances and Related Notices.....	12
3.06	Expedition of Grievances	13
ARTICLE IV	LEAVE POLICIES.....	14
4.01	Personal Leave	14
4.02	Sick Leave	15
4.03	Assault Leave	19
4.04	Injury Leave	20
4.05	Court Leave	20
4.06	Sabbatical Leave	20
4.07	Parental Leave.....	21
4.08	Professional Leave	22

TABLE OF CONTENTS (continued)

		<u>PAGE</u>
4.09	Unpaid Leave of Absence.....	24
4.10	Family Medical Leaves of Absence.....	25
4.11	Bereavement Leave	25
ARTICLE V	RIGHTS AND RESPONSIBILITIES	26
5.01	Job Advertisement	26
5.02	Assignment and Transfer	27
5.03	Seniority	30
5.04	Reduction in Force.....	31
5.05	Teacher Evaluation	36
5.06	Dismissal and Tenure Rights	40
5.07	Class Size	44
5.08	Teacher Aides.....	45
5.09	Calamity Days.....	45
5.10	School Year	46
5.11	School Day.....	47
5.12	Substitutes	47
5.13	After School Meetings.....	47
5.14	Preparation and Planning Periods	48
5.15	New Programs	49
5.16	District Leadership Committees (BLC & DLC)	50
5.17	Smoking Policy	51
5.18	Personnel Files	51
5.19	Inclusion.....	52
5.20	Building Reconfigurations	53
5.21	Teacher Certificates/Licenses.....	53
5.22	Safety.....	53
5.23	Tutors.....	54
5.24	Complaint Procedure	54
5.25	Local Professional Development Committee	55
5.26	Resident Educator	56
5.27	Tuition Free Enrollment for Non-Resident Teachers.....	58
ARTICLE VI	SALARY AND FRINGE BENEFITS	59
6.01	Salary Schedule Implementation	59
6.02	Certified Salary Schedule – 2022-2023 School Year.....	61
	Certified Salary Schedule – 2023-2024 School Year.....	63
	Certified Salary Schedule – 2024-2025 School Year.....	65

TABLE OF CONTENTS (continued)		<u>PAGE</u>
6.03	Athletic Salary Schedule – 2022-2023 School Year	71
	Athletic Salary Schedule – 2023-2024 School Year	73
	Athletic Salary Schedule – 2024-2025 School Year	75
6.04	Extra-Curricular Salary Schedule – 2022-2023 School Year	77
	Extra-Curricular Salary Schedule – 2023-2024 School Year	78
	Extra-Curricular Salary Schedule – 2024-2025 School Year	79
6.05	Activity Pay	80
6.06	Travel Expenses for School Business.....	80
6.07	Severance Pay and Early Retirement Notification Incentive.....	81
6.08	Employee Insurances	82
6.09	Board Pickup of Member Contribution to STRS	86
6.10	Employment of Retired Teachers	86
ARTICLE VII	EFFECTS OF THE CONTRACT.....	89
7.01	Implementation	89
7.02	Duplication and Distribution	90
ARTICLE VIII	DURATION	91
	SIGNATURE PAGE	91
	CONSENSUS STATEMENT	92
	APPENDICES – (see Staff Resources on District website under Quick Links tab)	
Appendix A	Request for Transfer	
Appendix B	Professional Leave Request	
Appendix C	Request for Payment of Travel Expenses	
Appendix D	Grievance Procedure Form	
Appendix E	Lesson-Observation Report	
Appendix F	Evaluation Report	
Appendix G	Tutor Job Description	
Appendix H	Employee Insurances – Schedule of Benefits	
Appendix I	Standards Based Teacher Evaluation System	
Appendix J	Standards Based School Counselor Evaluation System	
Appendix K	Collaborative Project Guidelines	

ARTICLE I. RECOGNITION

1.01 Statement of Recognition (Revised 10-88)

The Canfield Board of Education, hereinafter referred to as the Board, recognizes the Canfield Education Association, an affiliate of Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive employee representative for all professional certified employees of the Board as defined below in 1.02.

1.02 Definition of Employee/Composition of Bargaining Unit/Exclusions (Revised 10-88; 5-00; 12-03; 6-08; 9-17; 9-22)

As used in this Agreement, the terms "Teacher", "Employee", "Professional Certified/Licensed Staff" and "Employee Unit" shall include all professional certified/licensed personnel employed by the Board, including long-term substitutes exclusive of the Superintendent, Assistant Superintendent, Treasurer, principals, assistant principals, supervisors, confidential and/or management level employees as defined in R.C. 4117.01, tutors working less than 30 hours per week exclusive of LD tutors, paraprofessionals, aides, home instructors, lay readers, day care staff, daily substitute teachers, all persons employed as permanent substitute teachers who have rendered services as a substitute teacher in the same position for less than 59 days during any school year, and all persons acting in a temporary administrative position for the length of the assignment.

The parties agree that all bargaining unit members must have regular student contact time and each will be evaluated in accordance with the appropriate procedures for his/her position, i.e., OTES, OSCES, or other as set forth in Article V. Bargaining unit members may not supervise, evaluate or direct another bargaining unit member in the performance of his/her duties.

1.03 Professionalism (New 5-00)

Teachers shall be treated in a professional manner. Teachers shall not be reprimanded in front of students, parents, or other staff. Students shall not carry written reprimands to teachers.

1.04 Board Rights (Revised 10-88)

The Board has rights and responsibilities as described below.

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, nonrenew, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board as a provider of public education;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the Board as a provider of public education.
10. The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except those that affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

1.05 Association Rights (Revised 10-88; 6-97; 5-00; 9-17; 9-22)

1.051 Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to certain privileges.

A. (Revised 9-91, 6-14) Payroll deduction of membership dues shall be in accordance with the following provisions:

1. The Board agrees to deduct dues from the pay of employees when so authorized in writing by each employee.

2. The deduction for those employees previously electing payroll deduction of dues and for employees authorizing the District Treasurer to deduct dues shall be made equally from the first sixteen (16) pays or, any mutually agreed upon plan established between the Association and the District, beginning with the last pay date in October and in accordance with the pay schedule elected by each employee.
 3. Individual authorization forms for dues deductions shall be furnished by the local Association, and when executed shall be filed by the Association with the District Treasurer. Such authorization shall continue in effect from year to year unless revoked by the employee in writing before August 31 on a form provided by the CEA. A copy of such revocation shall be provided both to the Board and the CEA.
 4. Dues deductions shall be transmitted by the District Treasurer to the Association Treasurer within five (5) working days following the pay from which the deductions are made.
 5. The right to refund to an employee such dues deducted from his pay shall lie solely with the local Association.
- B. When the President of the Association or the Superintendent agree that there is mutual need for a conference, the Association President is to be released from non-instructional duties during the school day to meet with the Superintendent.
 - C. When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, during the school day, they shall be given such time, without loss of pay, as is necessary to perform any such activity provided the official representative has been given prior approval by the Superintendent or his designated representative.
 - D. The Association shall be entitled to use the Board's regular daily intra/inter school mail.

- E. The faculty representatives/officers of the Association shall have the use of a bulletin board in each building designated for Association announcements.
- F. (Revised G through P 9-91) The Association has the right to make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal.
- G. The Association has the right to use the building public address system to make announcements subject to the prior approval of the building Principal.
- H. Association representative has the right to use school phones for non-toll charge calls for conducting Association business.
- I. The Association has the right to conduct business with any bargaining unit member during lunch time or preparation time of the school day.
- J. (Revised 12-03) The Association faculty representatives/officers shall have the right to use individual school equipment including computers, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.
- K. Association has the right to use a school building provided that advance approval has been received from the building Principal.
- L. (Revised 6-94; 12-03; 9-17; 9-22) The Association President shall receive a copy of the agenda of each Board meeting in advance of the scheduled meeting. This mailing shall also include all financial reports and attachments to the agenda that pertain to Association business. A representative of the Association shall be permitted to address the Board during its regular or special meetings in public or executive session. Any and all Board action is recorded in the minutes which may be accessed online or upon request to the office of the Treasurer. Within one (1) work day following a Board meeting, the Superintendent/designee will provide a

summary of relevant actions taken by the Board relative to personnel or other issues affecting the bargaining unit to the CEA President, along with available attachments.

- M. Names and addresses of newly employed professional staff members shall be made available to the Association prior to the first day of the school year.
- N. The administration shall make available to the Association President a directory listing the names, addresses, phone numbers, and job assignments of all employees.
- O. A copy of the proposed regular school calendar shall be provided to the Association President not less than thirty (30) days prior to the Board meeting at which the regular school year calendar is adopted. The Board will fully consider any input received thereafter from the CEA Executive Committee prior to the adoption of the calendar.

ARTICLE II. NEGOTIATIONS PROCEDURE

2.01 Professional Negotiations

The Canfield Board of Education and the Canfield Education Association hereby direct that an orderly procedure for professional negotiations be established. The Board and the Association will follow the negotiations and impasse procedures identified in this Agreement.

2.02 Initiation of Negotiations (Revised 6-14)

2.021 Negotiations sessions composed of members of the Association's Negotiations Committee and/or its designated representatives, the Board or its designated representatives, shall be called upon the written request of either one of the Parties. Any requests for a meeting shall contain the reason for the request.

2.022 Unless mutually determined otherwise, requests for commencement of negotiations shall be given no earlier than February 15 of the year the Contract expires. Requests from the Association shall be made directly to the Superintendent, or in his/her absence to his/her designee; requests from the Board will be made to the President of the Association.

2.023 Negotiations will begin no later than May 1 of the year of expiration of this Agreement. All meetings shall be mutually scheduled. The date, time, and place of the next meeting will be established before adjournment of each meeting.

2.03 Scope of Negotiations (Revised 10-88)

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as such subjects affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

2.04 Negotiation Sessions (Revised 10-88)

Negotiations shall be concluded within thirty (30) days after the first meeting or by a mutually agreed upon time.

2.041 Neither the Board nor the Association shall exercise or attempt to exercise any influence over the selection of

the other Party's team of negotiators or its methods of internal operations. Each side is authorized to rely upon and utilize the professional assistance of counsel or professional Association representatives for the purpose of negotiations.

Except as otherwise provided herein, all negotiations shall be conducted exclusively between said negotiating teams.

2.042 (Revised 6-94) Each negotiating team shall have the authority to make tentative agreements.

2.043 (Revised 6-94) Teacher members of the committee shall be released from school duties to attend the meetings. Meetings shall be scheduled to cause the least amount of interference with school schedules.

2.044 Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiation; provided that nothing herein shall require the Superintendent to make available to such organization any confidential information or reports expressly compiled for the use of the Board or its negotiators.

2.045 Upon request of either Party, the negotiations meeting shall be recessed to permit the Parties to caucus privately.

2.046 It is understood that there is no total agreement until all matters are agreed upon. However, once an agreement is reached on a specific matter or item, that particular matter shall be clearly written immediately and shall be initialed by the chairman of each Negotiating Committee. That particular agreement is tentatively final, pending the resolution of all other matters subject to negotiation.

2.047 Each party may maintain such records as each desires.

2.05 Agreement

When total agreement is reached by the negotiating teams, that agreement shall be reduced to writing and submitted to the membership of the Canfield Education Association as soon as possible for ratification by a majority thereof. If ratified, said written Agreement between the Parties shall then be referred to the Board for its consideration. Upon approval by a majority of

the Board, the Agreement shall then be signed by both parties and shall then be incorporated into the official minutes of the Board.

2.06 Previously Negotiated Language

All language contained in previous negotiated Agreements in which no changes have been proposed by either party shall be incorporated in subsequently negotiated Agreements.

2.07 Amendments to Contract (Revised 6-94; 6-08; 6-14)

Negotiations on any specific item may be opened at any time with the consent of both parties. Any amendments to this contract as a result of interim negotiations shall be negotiated in full compliance with the provisions of this Article, including the approval process set forth in Section 2.05, above.

2.08 Disagreement

If tentative agreement on all items is not reached within thirty (30) days after the first meeting, or at a date mutually agreed upon, the parties shall use the services of the Federal Mediation and Conciliation Service (FMCS). FMCS shall be contacted jointly by both parties so that mediation may start as soon as possible after the deadline stated above or the date mutually agreed upon. The mediation process set forth herein constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. 4117.14.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 Objective

The Board and the Association recognize that, in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the Grievance Procedure.

3.02 Grievance Defined (Revised 10-88; 6-94)

A grievance is an alleged violation, misinterpretation, or misapplication of the Professional Negotiated Agreement between the Canfield Board of Education and the Canfield Education Association by an employee or the Association. Grievances shall be resolved as follows.

3.03 Grievance Procedure

3.031 Informal Procedure (Revised 10-88; 6-94; 5-00; 6-14)

At the time an employee/Association feels that he/she has a grievance, he/she should first discuss the problem with his/her principal either directly or through the Association representative. He/she may be accompanied or represented by an executive committee member before the principal and shall inform the principal that he/she is pursuing the informal stage of the grievance procedure. The principal may also have representation at this level. The objective of both parties should be to resolve this matter as soon as possible in this informal manner. If the grievance is not settled in this manner, the grievant should follow the formal Grievance Procedure. If the grievance is not initiated within thirty (30) working days after the employee knew or should have known of the event or condition upon which the complaint is based, the grievance shall be considered waived.

3.032 Formal Procedure

A. Step 1 (Revised 10-88; 6-94)

If the discussion does not resolve the grievance to the satisfaction of employee, the grievant shall

have the right to lodge a written grievance with such employee's building principal. If such grievance is not lodged within thirty (30) working days following the act or condition which was the basis for such grievance, said grievance shall no longer exist.

1. The written grievance shall be the Grievance Form attached hereto as Appendix D (see Staff Resources on District website under Quick Links Tab) and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provisions of the Professional Negotiated Agreement allegedly violated, misinterpreted or misapplied.
2. A copy of such grievance shall be filed with the Superintendent.
3. The grievant/Association shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) working days after date of such request. The grievant/Association shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by counsel or by other representation.
4. The building principal shall take action on the written grievance within five (5) working days after the receipt of such grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the grievant, the Association, and the Superintendent within five (5) working days of the hearing.

B. Step 2 (Revised 10-88; 6-94)

1. If the reply from the principal does not resolve the grievance, then the grievance may be filed with the Superintendent. Failure to file such appeal within five (5) working days from the receipt of the written memorandum of the principal's action on said grievance shall be

deemed a waiver of the right to appeal.

2. A hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. At this hearing the grievant shall be present and may be accompanied by an Association representative, and/or counsel or other representation.
3. The Superintendent shall take action on the appeal of a grievance within five (5) working days after receipt of the appeal, or hearing requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the grievant, the Association, and the building principal.

C. Step 3 (Revised 6-94)

1. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal.
2. Upon receipt of an appeal, the Treasurer shall call a special meeting of the Board of Education within five (5) working days from receipt of appeal for disposition of the grievance. The grievant shall have the right to be represented at such meeting by counsel or by other representation.
3. If the grievance is not resolved at the special meeting, the Board of Education shall act upon such appeal no later than the next regular meeting. Copies of the final Board of Education action shall be sent to the grievant, the Association, Superintendent, and building principal.

D. Step 4 (New 10-88; Revised 9-91; 6-94; 12-03)

If the grievance has not been resolved through the preceding procedure, then the Association may submit the grievance to arbitration through the American Arbitration Association (AAA). If a written request for arbitration is not filed with AAA and notification given to the Superintendent within thirty (30) working days of the date for the Board's Step 4 answer, then the grievance shall be deemed withdrawn.

3.033 Authority of Arbitrator (New 10-88)

The decision of the arbitrator shall be in writing and binding upon both parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement and he/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate a matter not specifically provided for by this Agreement. Either party shall have all statutory rights to appeal the arbitrator's decision to the Court of Common Pleas.

3.034 Costs of Arbitration (New 10-88)

Each party shall bear the full costs for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3.04 Time Limits (Revised 9-91)

The number of days indicated at each step is considered maximum. The time limits specified, however, may be extended by written agreement of the Parties in Interest -- for example, for extenuating circumstances such as prolonged illness or vacation. Association representatives, witnesses and grievants shall be entitled to released time for arbitration proceedings and this is not applicable to any other leaves.

3.05 Transmittal of Grievances and Related Notices

Grievance Procedure Forms, notices of hearings, and dispositions of grievances shall be mailed by registered mail, with return receipt requested, with the date of mailing or

postmark and date of receipt recorded thereon. Written grievances and appeals shall be deemed to be received one (1) day after postmark or the date received and initials of the official shall be recorded if hand delivered.

3.06 Expedition of Grievances (New 10-88)

A grievance may be submitted initially at that step of the Grievance Procedure where authority exists to effect a satisfactory disposition of the grievance.

ARTICLE IV. LEAVE POLICIES

4.01 Personal Leave

4.011 Definition (Revised 9-17)

Personal leave is defined as leave which must be used to transact or attend to personal, legal, religious, or family matters that require an employee's absence during the school day, including, but not limited to, religious holidays, court appearances, graduation or weddings of members of the immediate family, deaths outside of the immediate family and/or emergencies involving property.

4.012 Entitlement to Personal Leave (Revised 10-88; 9-91; 6-94; 9-22)

- A. A member of the Employee Unit shall be granted upon request, three (3) unrestricted days of personal leave per year without loss of salary to attend to personal matters.
- B. Personal leave days, if not used, shall accrue as sick leave. Alternatively, a member may receive payment for unused personal leave as follows:
 - 1. Using only 1 personal day in a given year: \$200
 - 2. Using no personal days in a given year: \$300

A written request via email to the Treasurer for payment rather than transfer to sick leave must be submitted by the end of the last work day of the school year for which payment is sought. The incentive will be paid by June 30th of the current year.

4.013 Notification for Use of Personal Leave

Notification for use of personal leave should, except in cases of emergency, be made to the Superintendent or his designee at least twenty-four (24) hours prior to leave.

4.014 Restrictions (Revised 6-94; 12-03; 6-08; 6-14)

1. Personal leave shall not be granted to extend a holiday or school recess, nor shall personal leave be used on any professional development day or parent-teacher conference day.
2. Employees new to the system are eligible for one day of personal leave after each two months' service during their first year of employment.
3. Personal leave shall not be granted on make-up calamity days.
4. Restrictions may be waived in extenuating circumstances, as determined by the Superintendent or designee. Data on the number of such requests and determinations made by the Superintendent/designee will be available for review upon request of the CEA President.
5. No more than ten percent (10%) of the bargaining unit may be granted the use of personal leave on any one day.

4.02 Sick Leave (Revised 10-88; 9-91; 6-94; 6-97; 5-00; 12-03; 6-08; 6-14, 9-17; 9-22)

4.021 All certified/licensed staff shall be granted 1-1/4 days' sick leave per month to a maximum of fifteen (15) days annually with full pay. Unused sick leave shall accrue up to 280 days.

- A. Staff members who are at the maximum number of sick days shall accumulate 1 1/4 days per month beyond the maximum through the school year. At the end of the school year, any days shall reflect the maximum as established in Section 4.021.
- B. Sick leave can be used in ½ or full-day increments.

4.022 Certified/licensed staff may use sick leave for absence due to personal illness, pregnancy, (pregnancy includes miscarriage, abortion, childbirth, and recovery therefrom – recovery therefrom shall be limited to six (6) consecutive weeks unless a serious health condition/complication exists as verified by a doctor's statement), injury, or exposure to contagious disease

which could be communicated to others. It may also be utilized for absence due to illness, injury or death in the certified/licensed staff member's immediate family. For illness or injury in the immediate family, sick leave may be used only when the member is required to provide assistance during normal work hours. (ORC 3319.141) The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-siblings, step-children, grandparent, step-grandparent, grandparent-in-law, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, anyone living in the member's household, a legal guardian, or any person, upon approval of the Superintendent, standing in the same relationship with the employee as those listed above. In addition, the Superintendent may grant sick leave use for others not meeting the definition of immediate family.

4.023 No teacher shall forfeit accumulated sick leave during a leave of absence.

4.024 Employees will utilize the District's electronic reporting system for all absences.

4.025 In the event of absence of a certified/licensed staff member for illness, the Superintendent may request a Sick Leave Form as defined in the ORC 3319.141 or a doctor's certificate.

4.026 Advancement of Sick Leave

It shall be the policy of the Board, in those instances where certified staff are newly hired, and, in those cases where employees have exhausted their sick leave, to allow an advancement of not less than ten (10) days of sick leave annually. The advancement of this sick leave shall then be charged against any subsequent accumulation by the certified/licensed staff member in question.

The Treasurer shall deduct from the certified/licensed staff member's pay, an amount equal to the days the certified staff member was unable to earn in a given pay period (due to resignation, job change, etc.). An individual awaiting a state retirement disability will not be advanced ten (10) days' sick leave.

Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

4.027 Sick Leave Conservation Incentive
(New 9-91; Revised 5-00)

Any member of the Association who has used one (1) or fewer sick days during any school year shall be granted one (1) day of additional severance pay for each such year of occurrence; such additional severance pay shall be irrevocable and in addition to any severance pay earned and paid pursuant to 6.07 but shall be paid in accordance with and under the conditions of 6.07. Each bargaining unit member shall receive yearly notification of total additional severance days earned to date.

4.028 Sick Leave Bank (New 12-03)

4.0281 Purpose

The purpose of the Sick Leave Bank ("SLB") shall be to provide additional sick leave to participating bargaining unit members who have exhausted all of their accumulated sick leave by virtue of a catastrophic and/or long-term illness or injury.

4.0282 Procedure (Revised 9-17)

In order to become a member of the SLB each bargaining unit member who wishes to participate must contribute one (1) of his/her accumulated sick days to the SLB during the enrollment period in the year the employee chooses to join the SLB. The enrollment period will be from October 1 through November 1 of each school year. Enrollment forms will be made available by the Association. Enrollees shall submit their forms to the Association. The

SLB Committee shall provide a list of SLB members to the Association President after the enrollment period and when new members are added, and an accounting of days contributed and consumed shall be provided to the Treasurer of the Board.

New teachers hired after the enrollment period will have two (2) weeks from the date of hire to enroll in the SLB.

Once a bargaining unit member donates a sick day, he/she remains a member for successive years. However, a member may withdraw from continuing participation in the SLB at any time.

During any year, participating members may donate an additional one (1) day to the SLB upon the agreement of the SLB Committee.

Donated days are not returnable. In addition, days donated to the SLB shall count as used sick leave days for the purpose of calculating the donor's sick leave conservation incentive, severance, and accrued sick leave.

To qualify for the receipt of donated sick leave, a bargaining unit member must meet all of the following criteria:

1. Be a member of the SLB;
2. Provide medical verification from a licensed physician as to the catastrophic and/or long-term illness or injury;
3. Provide verification that he/she has been under the care of a licensed physician for a minimum of thirty (30) days;
4. Have exhausted all accrued sick and personal leave; and
5. Make application to the SLB Committee for sick leave donation in no less than five (5) day increments.

The Sick Leave Bank is not to be used to

supplement leave for childbirth (natural or Caesarean section). However, complications arising out of pregnancy or childbirth may be considered by the SLB Committee consistent with 4.0281. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, medical verification from a licensed physician in support of any sick leave donation request.

A member may only use up to a maximum of twenty (20) donated days from the SLB per school year.

4.0283 Sick Leave Bank Committee

The SLB Committee shall administer the SLB. SLB records will be maintained by the District. The SLB Committee shall adopt any rules, regulations and/or procedures necessary to its purpose so long as those rules, regulations and/or procedures do not modify the agreement contained herein. The SLB Committee shall be composed of the following five (5) persons:

- a. Superintendent or designee
- b. CEA President or designee
- c. Treasurer of the Board or designee
- d. Two (2) bargaining unit members appointed by the CEA President

4.03 Assault Leave (Revised 10-88; 5-00; 6-08)

- 4.031 If a teacher loses time because of an assault by a student or parent, he/she will not have to use his/her accumulated sick leave for a maximum of sixty (60) calendar days. This period could be extended due to medical excuse provided by licensed physician. There shall be no disruption in the continuity of the employee's pay during this period. This provision shall be in effect only if the person so injured presents proper written proof to the Superintendent that he/she is under the care of a physician for such injury. In addition, an employee requesting assault leave must provide a written report of the incident upon request from the Board. Assault leave shall begin on the first day absent.

4.032 Falsification of the signed statement to determine eligibility for assault leave benefits on the physician's certificate is grounds for suspension or termination of employment.

4.04 Injury Leave (Revised 6-14)

Employees who sustain injuries in the course of and arising out of their employment which are covered by workmen's compensation and who, as a result of the injury, have exhausted their sick leave, shall be credited with ten (10) days' sick leave upon return to duty in accordance with section 4.026, above.

4.05 Court Leave (Revised 9-91; 12-03)

4.051 Any teacher who is required to be absent from school to perform jury services during his/her scheduled work period will be paid his/her regular contractual salary.

4.052 If a teacher is subpoenaed by the Board or a parent to serve as a witness in a court action, he/she shall be given a leave of absence with pay for the time required for such appearance(s).

4.06 Sabbatical Leave

Certified/licensed personnel, after serving the Canfield Local Schools seven (7) years, may apply for a one-year sabbatical leave. Such leave may be granted based upon the Superintendent's recommendation and the approval of the Board of Education.

4.061 The applicant must submit to the Superintendent by March 15 his/her application stating his/her advance study program for the year, and at the conclusion of the leave period provide evidence that the program was followed.

4.062 The applicant's salary while on leave will be the difference between his/her salary as per placement on the salary schedule and the salary paid his/her replacement teacher. Hospitalization and insurance will be paid by the Board of Education.

4.063 The applicant, upon his/her return, will be placed on the salary schedule at the level he/she would normally be

had such leave not been granted, except in cases where additional hours or degree earned would place him/her in a different pay category.

4.064 The applicant will be required to sign a two-year contract assuring his/her return to the Canfield School System. Should applicant fail to fulfill his/her contractual obligation, all monies, excluding hospitalization and insurance, paid him/her during such leave shall be returned to the Canfield Local Board of Education within a ninety-day period.

4.07 Parental Leave (Revised 6-94; 6-97; 6-08; 6-14)

4.071 The Board shall grant upon request and without pay, a parental leave of absence for up to one (1) school year and/or a part of another school year. Any teacher, upon a qualifying parental leave event, i.e., adopting a child under the age of six (6), or becoming a parent by childbirth, or becoming a custodial guardian of a child under the age of six (6) will be granted parental leave. A parental leave may be extended an additional school year beyond the original request.

4.072 Application for parental leave shall be made in writing to the Superintendent of Schools no later than 30 days prior to the beginning of said leave and such request shall state the anticipated duration of the leave. In unforeseen situations the Superintendent may waive the required number of notification days.

4.073 An employee who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedures:

A. An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.

B. An employee whose leave of absence shall expire prior to the beginning of the second semester shall notify the office of the Superintendent not later than December 1 if he/she intends to return to active duty at the beginning of the second semester.

C. An employee whose leave of absence begins after

March 1 and expires prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than July 1 if he/she intends to return to active duty at the beginning of the next school year.

4.074 Reinstatement of the employee to duty following a parental leave shall be made after the proper notification has been submitted and no later than the beginning of the next semester.

4.075 If duration of parental leave is one year or less, the employee returning from parental leave shall be reinstated in the same position which was held prior to leave.

4.076 If duration of parental leave is for more than one year, the employee returning from parental leave shall be reinstated in the same position or a comparable position to the one held prior to leave.

4.077 The Board shall maintain the staff member's current coverage under the District's health insurance program, (payment to be made in accordance with Section 6.081 A.), for a period of up to twelve (12) consecutive weeks commencing with the start of the approved parental leave. Should the staff member elect not to return to work at the end of the approved parental leave, the staff member shall reimburse the District for the health insurance premiums paid by the District during the leave period (unless otherwise covered by the FMLA).

4.078 Leave for each parental leave event including extensions is continuous and once granted, may not be interrupted by a return to paid status unless approved by the Board of Education.

Upon expiration of any parental leave, a teacher must return to active pay status for a period of no less than 120 days before being entitled to any additional parental leave for a future qualifying event.

4.08 Professional Leave (New 10-88; Revised 6-97; 12-03; 6-14)

4.081 The Board of Education requires that all employees be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.

- 4.082 For purposes of this procedure, a professional meeting shall be defined as any meeting that is related to the activities, duties or responsibilities of the Board employees as determined by the LPDC and/or Superintendent.
- 4.083 Teachers shall be excused from the performance of their duties and shall receive compensation during the days they are excused for attendance at the following professional meetings:
- A. Conferences involving other personnel from the district, county, state, region or nation.
 - B. Committees drawing personnel from the district, county, state, region or nation.
 - C. Other school visitations.
- 4.084 The following conditions must be met for an employee attending professional meetings:
- A. All requests to attend professional meetings shall be made in advance of the meeting for which approval to attend is sought.
 - B. Determination of appropriateness and authority to grant permission for attendance at a meeting will rest with the Superintendent, except that permission to attend professional meetings outside of the State of Ohio shall be submitted to the Board for approval. Professional meetings exceeding three (3) duty days must be submitted to the Board for prior approval whether it be within the State of Ohio or outside of the State of Ohio.
 - C. The Superintendent has the authority, when he/she considers the meeting to be of sufficient importance, to request representation from the staff to attend a meeting.
 - D. The professional meeting to be attended must be related to the work of the employee.
 - E. Upon request, the employee shall file with the Superintendent/Designee a report on the activities of the conference, with recommendations, if any, for use by employees and the district schools.

- F. The Board will provide for substitute personnel in the case of meeting attendance by classroom teachers.
- G. A professional staff member may request permission to attend and/or participate in a meeting or convention where the member's particular expertise or contribution is pertinent to the fostering of education's civic or public commitment.
- H. Approval for expense reimbursement must be requested on the Professional Leave form (Appendix B - see Staff Resources on District website under Quick Links Tab) at the time of submission. Reimbursement for approved expenses will thereafter be provided upon submission of a conforming "Request for Payment of Travel Expenses" (Appendix C - see Staff Resources on District website under Quick Links Tab).

4.09 Unpaid Leave of Absence – General (New 6-94; Revised 6-14)

- 4.091 In accordance with Ohio Revised Code Section 3319.13, upon the written application of a unit member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board shall grant such leave where illness or disability is the reason for the request. Insurance coverage shall be maintained by the Board, for eligible teachers on unpaid leave, in accordance with the FMLA.
- 4.092 It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.
- 4.093 Reinstatement of the employee to duty following an unpaid leave of absence shall be made after proper notification. Notification shall be received by March 1st of the returning year.
- 4.094 The employee returning from leave shall be reinstated in

the same position which was held prior to the unpaid leave.

4.095 The employee shall be entitled to the insurance benefits at the employee's expense while on the unpaid leave unless restricted by the insurance carrier.

4.10 Family Medical Leaves of Absence (New 6-94; Revised 5-00; 12-03; 6-14)

Teachers are entitled to leave as provided in the Family Medical Leave Act (FMLA) and its associated regulations. For purposes of this section, "12-month period" is defined as the 12-month period measured forward from the date that the employee's first FMLA leave begins (i.e., the leave is specific to each employee). The teacher is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period. In accordance with Board policy, applicable paid leave will run concurrently with FMLA leave.

4.11 Bereavement Leave (New 12-03; Revised 9-22)

Members of the bargaining unit shall be granted three (3) days of paid bereavement leave for a death in the employee's immediate family, as defined in 4.022. Such leave may be extended by the Superintendent for unavoidable travel issues which may arise in conjunction with this leave.

This leave shall be separate and apart from earned or earnable sick leave.

ARTICLE V. RIGHTS AND RESPONSIBILITIES

5.01 Job Advertisement (Revised 10-88; 9-91; 6-97; 5-00; 12-03; 6-08; 6-14)

5.011 All teaching, extra-curricular, or administrative positions, within the system, whether they be newly created positions or a position vacated through retirement, resignation, termination, non-renewal, or transfer of an employee, which the Board intends to fill, shall be advertised in the main office of each building for a period of no less than five (5) work days with a copy of the same advertisement to be sent to the Association President/or Association designee. The Board shall post vacancies on the District website and distribute to employees through electronic mail address(es) as provided in section 6.012.

Within the specified advertised time, any certificated/licensed staff members with the necessary qualifications may make application for such advertised position to the Superintendent. The job advertisement shall include whether the position is newly created or vacated through retirement, resignation, termination, non-renewal, or transfer of an employee. The date of the posting will be placed on the Board of Education's agenda when a hiring recommendation is made. If a job has not been posted, the Board will not act on filling the position.

5.012 If such positions become available during any vacation period, then the same advertisement must be posted on the District website and distributed to employee's through electronic mail, the address(es) as provided in section 6.012. Advertisement shall also be posted in District main offices. The five (5) work days during which the position is open shall be calculated from the date of the posting on the District website.

5.013 Openings as stated in 5.011 shall specify the building in which the opening is located and the certification/licensure required.

5.014 (New 9-91) Teachers currently on staff and applying for the advertised positions will not be required to prepare special demonstration lessons.

5.015 Long-Term Substitutes

Any position vacated or remaining vacant after July 10 may be filled by a long-term substitute for the remainder of the school year. Thereafter, the position will be posted and filled the following school year.

1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. Any substitute employed for an employee on a Board-approved leave of absence shall be informed in writing at the time of employment that no expectation of continued employment exists upon the return of the employee on leave.
2. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall expire at the end of that term without action by the Board of further notice to the teacher. The Board may non-renew the limited contract of such substitute without adhering to the procedures contained in the reduction in force, and fair dismissal sections, nor ORC 3319.11. They must work sixty (60) school days.
3. On the 61st day in the same assignment, long-term substitutes shall be placed on the salary schedule at Step B.A. – 0. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one half (3.5) hours per day) in any one school year. The substitute shall then have all benefits of the contract related to salary and fringe benefits.
4. If such substitute becomes a regular employee, they shall be placed on the salary schedule at the appropriate column and years of experience in accordance with the Ohio Revised Code.

5.02 Assignment and Transfer (Revised 9-91; 12-03; 6-14)

- 5.021 The Superintendent shall have the sole authority for the assignment and transfer of teachers in accordance with Ohio Revised Code 3319.01. Consistent with this administrative right and responsibility and 1) to ensure the smooth transition within the school; 2) to allow for

the adequate preparation of duties by the staff; and 3) to extend professional courtesy to the staff, assignments and transfers of all certificated/licensed staff members should be made prior to the end of school but no later than July 15. Any involuntary transfers occurring after July 15 will be for compelling educational reasons and will be implemented only after consultation with the Association President by the Superintendent. Any transfer caused by creation of a vacancy is an exception to this rule.

A. Definitions

1. Transfer - Movement of a teacher from one building, subject area, or grade level of the Canfield Local Schools to another. Transfers will only be made to positions for which the transferee holds appropriate certification/licensure. Except in exigent circumstances, such as the need to fill a schedule, transfers will not be made to positions that a transferee has not taught within the last ten (10) years.

a. Voluntary Transfer

- (1) Employed teachers, appropriately certified/licensed, can make known their interest in changing positions when made aware of such opening through job advertisement or annually by notifying the Superintendent by March 1. Application for transfer shall be made on printed forms (Appendix A - see Staff Resources on District website under Quick Links Tab) which shall be available through the building principal and shall be forwarded directly to the Superintendent.
- (2) If such transfer is denied, the teacher shall be provided with written reasons by the Superintendent for the denial. The teacher may also request a follow-up conference with the Superintendent, which will be scheduled within ten (10) days of such request.

(3) When more than one bargaining unit member is under consideration for voluntary transfer to a vacated position, the factors to be considered in making the transfer will be consistent with those set forth in Section 5.021, above. In the circumstance of staffing changes necessitated by an enrollment "bubble," the Administration will first review voluntary transfer requests and consider seniority prior to making a final determination on a grade level transfer.

b. Involuntary Transfer

Involuntary transfer of teachers may be necessary in the best interest of the School District. When the Superintendent determines that an involuntary transfer is necessary, as set forth in Section 5.021, above, the Superintendent or designee shall discuss the transfer with the teacher(s) involved.

c. Transfer Assistance

Transferred bargaining unit members will be provided with custodial assistance to move classroom materials and prepare affected rooms, in addition to reasonable access to buildings during normal business hours, for purposes of moving classroom items and coordinating an effective transition.

2. Assignment - Specification for the teacher of the courses, grade levels, sections, or classes within a building which he/she shall teach according to his/her certification.

a. Teachers are encouraged to make known to their principal their desires with regard to assignment within their building.

b. Upon the recommendation of the principal,

the Superintendent will assign teachers, taking into account the efficient operation of educational programs, the best interests of the children, and the professional growth of the teaching staff.

B. Considerations (Revised 9-91)

Special factors which will be considered by the Board when filling vacancies by voluntary or involuntary transfer shall include special skills, length of service to the Canfield Schools, experience level, personal interview, recommendations, administrative evaluation, and other factors determined by the nature of the position. Ability and appropriate certification shall be assumed criteria. Teachers currently on staff and applying for the advertised positions will not be required to prepare special demonstration lessons. The final decision on the transfer shall be vested in the administration.

5.03 Seniority (Revised 5-00; 12-03)

- 5.031 Seniority shall be defined as the employee's length of continuous service with the District commencing from the date of the Board meeting at which the Board acted upon their initial employment (hereafter referred to as date of hire). Seniority shall include time spent on an approved leave of absence or any other Board-approved leave. An employee's seniority shall be broken upon resignation or discharge for just cause.
- 5.032 Service rendered beyond the school year shall not be considered toward accumulated seniority.
- 5.033 Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.
- 5.034 Part-time employees will accumulate seniority credit based upon the percentage of time they worked each year.
- 5.035 The Board of Education shall prepare and post on the bulletin boards in the faculty lounges, a seniority list indicating the first day worked, the date of hire, the date of employment application, the area(s) of valid

certification on file in the Superintendent's office and contract status of each employee. The posting shall be made by February 1 of each school year. The President of the recognized bargaining representative shall be provided with a copy of the seniority list prior to posting.

5.036 In the event that two or more employees in the same area of certification share the same date of hire, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in an Employee Unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

5.037 Each employee shall have a period of thirty (30) days after the posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty (30) days of the posting of the seniority list. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order, and post the revised list, with a copy to the CEA president, within sixty (60) days after the original posting.

5.038 When additional areas of certification are obtained, it is the employee's responsibility to place on file in the Superintendent's office a copy of such certification.

5.04 Reduction in Force (Revised 9-91; 6-97; 5-00; 12-03; 6-08; 6-14)

A. If the Board determines that it is necessary to reduce the number of employee positions, in whole or in part, under reasons outlined in ORC 3319.17, the following procedures shall apply:

5.041 General Procedures (Revised 6-94; 6-97; 12-03, 9-17; 9-22)

A. The Board of Education shall give written notice to the Association President of its intent to effect a

reduction in force through the suspension of contracts thirty (30) days preceding the date of such action, but not later than June 1. The notification shall include the reasons for the RIF; the position(s) anticipated to be reduced, the names of the employees anticipated to be affected; the date of the Board action to implement the RIF, the effective date of the RIF, student enrollment and financial data. The notice shall include the seniority and contract status within areas of certification/licensure for each employee anticipated to be affected. Said notification shall be given prior to June 1 to all bargaining unit members whose names appear on the list.

B. Effect of Seniority and Certification/Licensure (Revised 9-22)

1. With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.
2. Comparability will be in accordance with the final summative rating categories established by the Ohio Department of Education.
3. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, after utilizing attrition, i.e. not replacing teachers who retire or are otherwise not continuing with the District, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:
 - a. Bargaining unit members employed as retired/rehired Canfield teachers.
 - b. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

- i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- c. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- d. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers).
 - i. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
 - ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
 - a. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
 - b. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.
 - iii. Displacement: Any OTES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction

in force may displace another (less senior) member in an area of the suspended teacher's certification/licensure as follows:

- a. Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then
- b. Displacement of the least senior teacher in the same effectiveness rating category, if available.

C. Procedure for Recall

1. All unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for two (2) years, unless tenured, in which case length of time on the list is unlimited.
2. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

3. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. The seniority of a recalled unit member shall be calculated as if service were not interrupted.

5. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.
6. No teachers new to the district shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
7. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.
8. Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
9. Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
10. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

5.042 Additional Provisions (Revised 9-91; 6-94; 6-08)

- A. Teachers on the reduction in force list will be contacted first for any and all substitute teaching. RIFed teachers serving as substitutes will be paid twice the current substitute rate of pay. However, employment as a substitute shall not disqualify that teacher from placement or continued placement on the reduction in force list.
- B. Teachers on the reduction in force list shall have the right to remain in all Board-approved insurance programs at their own expense for a period not to exceed two years commencing in September after the RIF if permitted by the insurance carrier.
- C. This agreement shall not require the Board to fill a vacancy that is not affected by reduction in force.
- D. It is the expressed understanding and agreement of the parties hereto that the provisions of this Article may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of Revised Code Section 3319.17.

5.05 Teacher Evaluation (Revised 6-97; 5-00; 12-03; 6-14; 9-17; 9-22)

A. OTES/OSCES

For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix "I" (see Staff Resources on District website under Quick Links Tab) which has been mutually developed by the parties. All matters contained within the system shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation to the extent provided by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

For OSCES bargaining unit members, the District will utilize the standards-based evaluation system for school counselors set forth in Appendix "J" (see Staff Resources on District website under Quick Links Tab).

B. Evaluation Review Committee

The Evaluation Review Committee (ERC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to necessary changes to and/or subsequent revision of the Board's standards-based evaluation system for teachers and school counselors, in addition to assistance with respect to the development of High Quality Student Data (HQSD) as well as making recommendations to the Board and Association for approval to changes to this Article for Non-OTES/OSCES teachers. Legislative and/or regulatory changes to teacher/school counselor evaluation will be addressed by the Committee as well.

1. Composition

The Committee shall be comprised of six (6) bargaining unit members appointed by the Association President and up to five (5) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, middle and high school as well as special education and the arts.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education. This requirement may be waived by mutual agreement of the CEA President and the Superintendent.
- c. The Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs. Subcommittees shall be jointly appointed by the Superintendent/designee and the Association President. Any recommendations made by the subcommittees shall be presented to the ERC for

consideration.

- e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.
- f. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

3. Compensation

Any Committee work required outside of the work day will be paid at the rate of \$35 per hour as approved by the Committee co-chairs. Release time for Committee work and training may be granted by the Superintendent upon recommendation of the co-chairs.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

Except as otherwise indicated, for non-OTES/OSCES members of the bargaining unit, the following will continue to be implemented:

5.051 Purpose of Teacher Evaluation (Non-OTES/OSCES) (Revised 6-14; 9-22)

- A. The purpose of teacher evaluation is to advance the instructional program and assure a high quality of performance.
- B. Evaluation is a general term which denotes judgments based on observable behavior about a member's overall effectiveness as a staff member. Recommendation for re-employment will be the outgrowth of the evaluation process.
- C. To provide a cumulative record of performance effectiveness.

5.052 Evaluator (Non-OTES/OSCES) (Revised 10-88; 6-94; 12-03; 6-14;)

An evaluator must be employed under a contract pursuant to R.C. Section 3319.01 or 3319.02 and hold appropriate licensure/certification under state law and regulations as either a superintendent, assistant superintendent or principal. If an employee is assigned to more than one building, he/she shall be notified of his/her formal evaluator for each semester, by the 30th of September.

5.053 Procedure (Non-OTES/OSCES) (Revised 10-88; 6-89; 6-94; 6-97; 6-08; 6-14; 9-22)

- A. All written evaluations will be discussed with members. The member may react in writing to the administrator's evaluation. The member will be given a copy of the evaluation at the time of the discussion.
- B. According to Canfield Local School's Board of Education policy 3220.02, "principals are always engaged in the ongoing process of teacher evaluation." Observations of classroom instruction may be announced or unannounced. Pre-observation conferences may be held prior to announced observations.
- C. At a minimum, non-OTES/OSCES members on limited contract will be formally evaluated annually with at least two (2) thirty (30) minute observations. Evaluations will be completed by May 1 with a written report given to the member not later than May 10. Notification of nonrenewal must be provided on or before June 1.
- D. At a minimum, non-OTES/OSCES members on continuing contract may have one evaluation (that includes at least one 30-minute observation) per school year.
- E. After each formal classroom observation, the administrator will complete an observation form (Appendix E - see Staff Resources on District Website under Quick Links tab) that will be shared with the teacher, usually in a conference. The bargaining unit member will be given a copy of the observation report at the time of the discussion with the teacher. This report

shall note examples of effective performance; items for the observer and member to discuss; as well as areas for improvement and "the means by which the member may obtain assistance in making such improvements." The member may respond in writing to this report and his/her statement will be on the reverse side of the observation form.

- F. For each evaluation, the administrator will complete, within ten (10) working days, an "EVALUATION REPORT" (Appendix F - see Staff Resources on District Website under Quick Links tab) that will be given to the member in a conference, which may be waived by the member. The member may respond in writing on the reverse side of the "EVALUATION REPORT". This "EVALUATION REPORT" shall note things done effectively by the member as well as areas for improvement and, "the means by which the member may obtain assistance in making such improvements." The evaluator shall sign the evaluation. The member shall sign the evaluation to acknowledge receipt, but not necessarily agreement with the contents of the evaluation report. The evaluation must be limited to the content of the observation reports.
- G. Any extended absence by the member of more than ten (10) days during the evaluation cycle shall extend all time lines in the member evaluation and teacher non-renewal procedures by the length of the absence or as otherwise agreed by the member and in concurrence of the Association.

5.06 Dismissal and Tenure Rights (OTES/OSCES and Non-OTES/OSCES) (Revised 12-03; 6-14; 9-17; 9-22)

5.061 Statement of Purpose

The Board of Education recognizes that in the interest of effective personnel management, dismissal and tenure rights should be accorded to those teachers under regular teaching contract as defined below.

5.062 Termination of Contract

Termination of contract of a teacher shall be in keeping with provisions of Section 3319.16 of the Ohio Revised Code.

5.063 Nonrenewal of Limited Contract (Revised 10-88; 12-03; 6-14)

- A. Teachers shall be evaluated in accordance with the jointly developed Teacher Evaluation Procedure as stated in 5.053. Teachers so evaluated shall be granted sufficient opportunity to correct teaching deficiencies.
- B. Nonrenewal of all limited contracts shall take place according to the following procedure:
 - 1. The building principal shall notify the teacher in writing of his/her intention not to recommend contract renewal on or before May 1.
 - 2. The teacher is entitled to a meeting with the building principal and Superintendent prior to Board action. At this meeting, the teacher shall be given a written statement describing the circumstances that led to the recommendation of non-renewal. The teacher may be accompanied by a member of the Association. The teacher shall be informed in writing of the Board's action of non-renewal on or before June 1.
 - 3. Within ten (10) days after the Board's action, the teacher may file with the District Treasurer a written request for a public or private hearing before the Board, and the Board shall set a time for the hearing which shall be within thirty (30) days from the date of receipt of the written request, and the District Treasurer shall give the teacher at least fifteen (15) days' notice in writing of the time and place of such hearing.
 - a. Either party may be represented at the hearing by not more than three representatives of his/her choosing.
 - b. Within five (5) days after the Board hearing, the District Treasurer shall notify the teacher in writing of the Board's action.
 - 4. Should the administration or Board violate any procedural step of this Article, said violations shall be subject to the Grievance Procedure. To

the extent that this procedure differs from the appeal procedures set forth for teachers whose limited contracts are non-renewed in Revised Code Section 3319.11, the parties agree that this provision shall supersede and take the place of the statutory procedure.

5. All supplemental contracts will automatically be non-renewed on June 1 of each year.

5.064 Scope (Revised 12-03)

Nothing in this provision shall be construed to abridge any other rights accorded to teachers as provided under state or federal law.

5.065 Continuing Contracts (New 10-88; Revised 6-08; 6-14)

The granting of tenure shall be the outgrowth of the Evaluation Procedure and shall satisfy Ohio Revised Code 3319.11. Candidates for tenure have the option to submit a narrative to the Superintendent describing their training, achievements in the field of teaching, recent in-service activities, leadership roles played in our schools that benefit the system, and any other matters considered important.

- A. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by the first day of October of the school year in which the teacher becomes eligible. Thereafter, in order to be eligible for the granting of a continuing contract, the teacher must have on file by March 15th of the school year of tenure eligibility either:
 1. A professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
 2. A professional Educator's License issued after October 29, 1996 and proof of either of the following:

- a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
 - b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
3. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
 - a. Holds a professional, senior professional or lead professional license;
 - b. Has held an educator's license for at least seven (7) years; and
 - c. Has completed either of the following:
 - i. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
 - ii. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as

specified in rules which the state board shall adopt.

- B. Failure to provide such notification or to have the appropriate certificate or license on file will mean that the teacher waives eligibility for continuing contract consideration until May of the following year.
- C. In addition, in order to be eligible for a continuing contract, the teacher must have taught for at least three of the last five years in the Canfield School District.
- D. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Canfield Local School District and be re-employed by the Board in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board tenure is approved prior to the expiration of this two-year period.
- E. Extended Limited Contracts: The Superintendent may recommend employment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the first day of June. Upon subsequent re-employment of the teacher only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

5.07 Class Size (Revised 12-03; 6-14; 9-17; 9-22)

The Board recognizes its responsibility to consult with the Association on the matter of class size and, further, that these important issues and concerns will also be addressed through the Building and District Leadership Teams (BLC and DLC). It reaffirms its position to create an optimal learning situation which includes providing reasonable class size consistent with budgetary constraint. The Board looks forward to continued

cooperation with the Association on this and other matters affecting the day-to-day operation of Canfield Schools. The Board will continue its efforts to maintain approximate equalization in elementary class sizes. To assure a safe and appropriate learning environment, class sizes will not exceed the availability of suitable workspace/work areas for students.

The Physical Education Departments will annually meet with the building administration in grades K-12 to address class sizes, staffing, and schedules.

Based upon the varied performance levels and integration of music classes in grades 5-12, the Music Department will meet with the administration at the request of either the Department or administration with at least one such meeting to be scheduled and held prior to February 1. Among other topics, these meetings will focus on the appropriate utilization of music instructors (eg., "team teaching" for band and/or choir classes, etc.), class sizes, and schedules.

The District shall, at a minimum, maintain a District-wide ratio of teachers calculated in accordance with the Ohio Revised Code.

5.08 Teacher Aides (Revised 9-91; 6-94; 12-03; 6-14)

The Board will provide the following aides:

1. At least two (2) recess aides shall be provided at each existing elementary school.
2. At least two (2) lunchroom/noon duty aides (to assist teachers in covering the lunch time and noon duty hours) at C.V.M.S.
3. At least two (2) lunchroom aides shall be provided at Hilltop and C.H. Campbell Elementary Schools.

5.09 Calamity Days (Revised 6-14; 9-22)

When the Superintendent determines that employee attendance will not be required because school must be closed on a school day, whenever possible, the notification to employees of that determination shall be made not later than one hour prior to the time employees are required to report to their respective buildings. On days when schools are closed due to a calamity, members shall not be required to report to work and shall be paid their regular rate of pay for that day,

subject to the language of Section 5.10, below.

5.10 School Year (Revised 6-94; 6-97; 12-03; 6-14; 9-17; 9-22)

The school year shall consist of 184 days to be placed on contracts. If schools are closed for more than five (5) calamity days, make-up days may be scheduled, at the discretion of the Board, during the designated spring break vacation/holidays/Saturdays/end of year or as otherwise provided in the calendar. Make-up days may be avoided by providing remote instruction on calamity days occurring after the fifth such day. Make-up days will not be considered to be in addition to the 184 work days, nor will teachers receive additional compensation on those days.

The school calendar shall be approved by consensus through the District Leadership Committee (DLC), the 184 days will consist of at least, the following:

3 – Pre School year Professional Days, of which one (1) day shall be at the option of each member of the Employee Unit to complete between August 1 and the first student report day. Teachers should notify the principal/secretary of the building at least (1) one day before they plan to report. The District will make a concerted effort to have rooms ready by August 1. Two (2) days shall be used for District-led professional development.

A minimum of 174 – Student instruction days;

2 parent-teacher conference days;

Up to 3 professional development days during the school year to be scheduled and developed by the Superintendent with the consultation of the Professional Development Committee consisting of the Superintendent, the Assistant Superintendent/Curriculum and four (4) bargaining unit members selected mutually by the Superintendent and CEA President, with preference given to teachers currently serving on applicable committees (such as Technology, Literacy, PBIS, etc.) depending on the anticipated professional development needs of the District. The Committee will be charged with the responsibility of making recommendations to the Superintendent on the timing and content of these professional development days.

1 – Post School year Report Day;

NEOEA Day will be a teacher directed professional development day.

5.11 School Day (Revised 9-91; 6-97; 6-14)

The school day used in this contract shall mean the student instructional day (i.e., the published starting and ending times for each building's students.) Teachers shall be in their classrooms at least fifteen (15) minutes prior to the start of the student instructional day and remain in the building at least fifteen (15) minutes after the end of the student instructional day. The teachers' work day shall be no longer than seven (7) hours and fifteen (15) minutes. The teachers' work day shall include a daily, minimum thirty (30) minute, duty-free lunch. Each elementary school shall have a joint committee comprised of the principal and two teachers selected by the Association (to develop the student/parent visitation/orientation program held prior to the start of the school year during one of the scheduled inservice days).

An employee may leave the building during either the daily lunch period or planning period upon notification of and approval from the employee's supervisor or designee. Such approval will not be unreasonably withheld.

5.12 Substitutes (Revised 9-91; 5-00; 6-14)

The Board shall make a reasonable effort to provide a certified/licensed substitute teacher during the absence of any regular staff member.

- A. When a staff member is requested by the principal or administrator in charge to cover a class of another staff member in lieu of hiring a substitute teacher, the covering teacher shall be paid his/her hourly rate per Section 6.024.
- B. Teachers shall not be required to cover a class/es when substitutes are available in that building.
- C. In the event a teacher is asked to perform all teaching duties – beyond one week – in addition to his/her contracted teaching assignments (based on full teaching schedule per building), he/she shall be paid an hourly rate based on the teacher's base salary.

5.13 After School Meetings (New 10-88; Revised 6-97; 12-03; 6-14; 9-22)

- A. Teachers may be required to remain after school to attend the following staff meetings:
 - 1. Superintendent's general staff meeting or other district-wide meetings called by the Central Office.
 - 2. General faculty or building meetings called by the building principal.
 - 3. Subject field groups, grade level groups, or special groups as authorized by the Superintendent or principal.
 - 4. The building's annual Fall open house (1).
- B. Such meetings should not last longer than one (1) hour unless agreed upon by the personnel concerned. When feasible, such meetings will be announced at least forty-eight (48) hours in advance.
- C. It is expected that the normal total of such educationally-oriented non-remunerated meetings should not exceed fifteen (15) hours per year of which general faculty or building meetings should not exceed ten (10) hours per year. Attendance exceptions should be determined by the building principal.
- D. Certified staff membership and participation in PTO-sponsored activities before and after school hours shall be voluntary. PTO meetings during school hours are to be attended at the principal's discretion.
- E. When feasible, IEP, 504, IAT and WEP meetings will be scheduled during the regular work day or, if scheduled after school, as close to the end of the regular day as possible. Upon request and verification, bargaining unit members who are requested to attend IEP, 504, IAT or WEP meetings held outside of or extending beyond the regular school day will be compensated at the rate of \$35.00 per hour consistent with Section 6.024.

5.14 Preparation and Planning Periods (New 10-88; Revised 5-00; 6-08; 6-14; 9-17; 9-22)

- A. All teachers shall have, in addition to their thirty (30) minute duty-free lunch period, planning time equal to five (5) planning/conference periods (200 minutes) per week exclusive of travel time between buildings.

- B. The Board shall make a reasonable effort to provide a certified/licensed substitute teacher during the absence of any regular staff member.
- C. When a staff member is requested by the building principal to waive his/her planning period to assume responsibilities of teaching a class in lieu of a substitute teacher, the principal will keep a record of those waivers on the part of the staff members and is not to request the same staff members to waive his/her planning period until all available staff members have waived the same.
- D. The special certified/licensed staff (i.e., art, physical education, music, etc.) shall, when the principal deems necessary, have time to set up special equipment for their subsequent classes, time for commuting, daily planning period, etc.
- E. Special education teachers (intervention specialists and tutors with primary responsibility for IEP's) shall have two (2) release school days on campus to complete, review, and/or revise IEP's. Additional release time may be provided upon approval of the building administration.
- F. Bargaining unit members who agree to teach an additional course during his/her planning and conference period shall be compensated an additional amount equal to ten percent (10%) of their salary per academic year or five percent (5%) per semester.
- G. Preparation and planning time shall be scheduled to include at least thirty (30) minutes of uninterrupted time daily for teachers to engage in those activities. The Administration will not schedule District professional development during such time.
- H. Teachers with responsibilities to complete WEP's may request release time for that purpose from the building administration. Adequate release time will not be unreasonably withheld.

5.15 New Programs (New 9-91; Revised 6-94; 9-17; 9-22)

Programs to be initiated in the District will be discussed with the District Leadership Committee before these programs are implemented. A new program is defined as any program, not mandated by the state Board of Education or by law, which the administration wishes to implement to increase student

achievement.

New programs should be implemented effectively and with consideration of the degree of disruption to students and staff. These considerations include the initial presentation, the training of staff members, and the impact on the school day.

If new programs are being suggested in specific buildings, the entire staff of that building should be presented with reasoning and best-practice data prior to making the change.

5.16 District Leadership Committees (BLC & DLC) (New 10-88; Revised 5-00; 12-03; 9-17; 9-22)

5.161 Within each building of the Canfield Local Schools, there will be a Building Leadership Committee (BLC) consisting of the building administrator(s) and interested teachers within that building selected by the CEA through consultation and collaboration with the building principal for the purposes of studying (1) issues placed before it by the principal; (2) issues brought before it by the staff; or (3) any other matters of concern that affect the school. The building representatives and principal shall jointly prepare the agenda. These Committees will work to resolve issues and improve communications.

5.162 The BLCs shall meet outside of regular school hours as needed. It is the building representative's and principal's responsibility to convene these meetings.

5.163 A report by the CEA building representative or his/her designee of the business discussed will be made available to the CEA President and building teachers.

5.164 The District Leadership Committee, shall be composed of equal number of members appointed by Association and the Superintendent in consultation with the Board of Education. For the initial year (2017-2018) of the DLC, the Association and Superintendent will each appoint five (5) members. Thereafter, the DLC will determine the number for subsequent years by consensus. Prior to the end of the 2022-2023 contract year, members of the DLC will undergo Labor-Management training through FMCS.

The purpose is to aid in problem solving and communication on issues for the benefit of the District and shall meet regularly or at the request of either party.

By mutual agreement, items can be added to the agenda.

Determinations of the DLC will be by consensus.¹

The DLC may invite non-DLC members to attend for purposes of providing particular expertise or perspective, including Board members and others deemed helpful to the collaborative process.

5.17 Smoking Policy (New 9-91; Revised 6-94)

All school buildings will be classified as "smoke free" environments. No smoking will be permitted in any of the school buildings in compliance with county, state and federal regulations.

5.18 Personnel Files (New 6-94; Revised 6-97; 6-08; 6-14)

There shall be no more than one (1) personnel file maintained for each employee. The personnel folder (electronic, paper, or both) shall contain records relative to employment, evaluations, certification, transcripts, disciplinary items and other appropriate information. There shall also be a payroll file for items related to payroll, rate of compensation, annuity forms, life and disability insurance, retirement, and tax information. There shall be a confidential file which contains all information concerning employees' health status, including health insurance, mental or physical examinations and treatments. To the extent permitted by law, access of the confidential file is limited to the employee, the employee's supervisor, the Superintendent, and other central office administrators who have a supervisory relationship to the employee and any others authorized by law.

A. Each employee shall have the right, upon written request, to review the contents of his/her own personnel file. Such requests will be made to the Superintendent and scheduled for a time convenient for the parties. Employees who wish

¹ Consensus is defined here to mean that all participants in the issue presented agree upon a single alternative and each can support it to those outside the group as the best solution at the time. While this "external" support must be total (100%), individual members of the group need only reach substantial "internal" agreement (70%) to meet consensus. When individuals cannot meet the internal threshold, they are expected to explain their rationale to determine whether consensus can be reached on the solution and/or whether an alternative is available to generate consensus. If consensus cannot be developed on a particular issue or problem presented, the DLC may determine to seek out the assistance of FMCS for facilitation.

copies of material in their personnel file shall request copies in writing and receive such copies free of charge. The employee may be accompanied by a representative of the Association. A member of the Administration must be present.

- B. Items may not be placed in an employee's personnel file unless the item has been made known to the employee. Employees may make written objections to any information contained in the file within twenty (20) days. Any written objections to any information contained in the file must be signed by the staff member and will become part of the employee's personnel file. Anonymous material or material from an unidentified source and/or unauthorized source will not be placed in a staff member's file.
- C. Employees wishing to appeal material in their record shall make a request in writing to the Superintendent and specify the name and date of the materials to be appealed, and the reason for the appeal. The Records Commission shall hear the appeal and make a determination within ninety days of the appeal.
- D. Employees will be notified of a request to review their personnel file.

5.19 Inclusion (New 6-97)

Consistent with requirements under federal and state law, the administration shall make a reasonable effort to equitably assign children with disabilities to classrooms at each grade and/or subject level. The administration shall notify each teacher at the respective grade level and/or affected building regarding IEP meetings. This will provide the teacher with the opportunity to participate in the development of the IEP and be present at the IEP meetings. Teachers will be notified of all classroom assignments as soon as assignments are made by the building principals. Any teacher assigned a child with a disability may ask for review of an IEP if the student does not appear to be making appropriate progress and/or passing the class.

Teachers shall not be required to dispense medication and/or administer medical procedures normally administered by specialized professional personnel. Exceptions may apply during emergency situations.

Any regular classroom teacher who takes college courses in

special education shall receive tuition reimbursement provided prior approval has been granted by the Superintendent. A copy of the official transcript of all credits earned and verification of payment of tuition must be filed with the Treasurer's office prior to receiving reimbursement.

5.20 Building Reconfigurations (New 5-00; 12-03; 6-14; 9-22)

When the administration determines that a school should be reconfigured, the Association President will be notified and affected teachers and principal shall collaboratively determine classroom assignments. The CEA Executive Committee shall appoint one teacher from each grade level in the affected building(s) to work collaboratively on these assignments with the administration. If the building teachers and principal cannot agree, the issue shall be referred to the BLC and/or the DLC.

5.21 Teacher Certificates/Licenses (New 5-00; Revised 12-03; 6-08; 6-14)

A teacher will maintain all certified/licensed areas with which they were hired unless mutually agreed upon by Superintendent. If the Board has not exercised its right to utilize a teacher in a particular area of certification/licensure for 10 years or more, the teacher has the option to drop that certification/licensure. In the absence of exigent circumstances, such as the need to fill a schedule, no teacher will be required to teach in a subject area that he/she has not taught in the last ten (10) years.

All bargaining unit members shall keep current and file with the Superintendent or his/her designee all certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment, except as set forth above. If a member permits a required certificate(s)/license(s) to expire without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. Conversely, when certificates/licenses are renewed, the member will return to the appropriate placement on the seniority list. It shall be the responsibility of each member to apply and qualify for the renewal of any required certificate/license in a timely fashion and to file such certificate/license as herein provided. No right or privilege shall be asserted by a member by reason of any certificate/license not filed by the member as provided herein.

5.22 Safety (New 12-03)

To the extent required by the State's Occupational Safety and Health Act (OSHA), the Board shall maintain a work environment free from recognized hazards causing or likely to cause death or serious injury. In addition, the Board shall maintain policies and practices that comply and are consistent with the regulations issued by the Public Employment Risk Reduction Advisory Committee (PERRAC). To the extent required by law, bargaining unit members shall also comply with OSHA regulations and any reasonable safety rules established by the Board to comply with state OSHA requirements.

5.23 Tutors (New 12-03) Appendix G (see Staff Resources on District Website under Quick Links tab)

Tutors currently employed by the Board may apply for a regular teaching position for which she/he holds a certificate/license when openings arise. Tutors who are employed by the Board in regular teaching positions shall be placed upon the teachers' salary schedule commensurate with their level of training and years of experience in accordance with state law.

5.24 Complaint Procedure (New 12-03; Revised 9-22)

- A. Persons with complaints against teachers shall be encouraged to first discuss the complaint with the teacher and the teacher shall be informed of both the complaint and the identity of the complainant within three (3) working days. If not resolved, the complaint will go to the building principal and then, if necessary, to the Superintendent or his/her designee.
- B. No complaint shall be used in any evaluation or for any personnel decision without first identifying the source and substantiating the complaint through investigation. Anonymous complaints shall not be considered unless they involve the health, safety and/or welfare of a student or employee or other employee or involves allegations of criminal conduct.
- C. A plan for dealing with any verified deficiencies arising from a complaint investigation shall be developed by the administration and the teacher. If the administration and the teacher are unable to agree, the matter will be handled as determined by the administration.
- D. At any time a teacher is asked to meet with an administrator concerning a complaint, the teacher shall have the right to Association representation.

- E. This Article does not apply in the event of an investigation conducted by any governmental agency.

5.25 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE
(New 6-08; 9-17)

In compliance with Ohio Revised Code, the Canfield Local Professional Development Committee (CLPDC) is hereby created to administer the professional development of all educators employed by the District, according to the provisions of this Article. As used in this Article, "educator" means all persons employed by the School District in positions for which a certificate or license is required by the Ohio Department of Education, including administrators and those requiring course work and/or continuing education units for issuance or renewal of license. The CLPDC approval of course work for licensure is separate and apart from the approval of coursework for salary schedule purposes.

A. Committee Composition: Four Teachers, Four Administrators

1. The CLPDC shall be composed of eight (8) members: four (4) teacher representatives, three (3) administrators, and the Superintendent or designee as a permanent member.
2. The teacher representatives will be selected by the Association President; the administrator representatives and designee, if any, will be selected by the Superintendent. The preference of the parties is that one of the teacher representatives shall be from each building at the elementary level, one from the middle school level and one from the high school level. Representatives will serve for two (2) or (3) three-year terms which are staggered so that the Committee will maintain continuity. Representatives may serve more than one term.
3. When an administrator's Professional Development Plan is being considered, two teacher members of the Committee will not participate in the process.

B. Committee Procedures

The CLPDC shall adopt rules and such forms as may be appropriate for the conduct of the business of the Committee.

C. Compensation

For work outside the regular teacher workday, members of the CLPDC shall be compensated for services as members of the Committee at an hourly rate as set by current contract language.

D. Training

Committee members shall be afforded the opportunity to attend training related to the performance of his/her duties as a member of the CLPDC, subject to the Superintendent's approval. When such training occurs during the regular work day, release time shall be granted.

E. Decisions of CLPDC Not Grievable

No decision of the CLPDC or the CLPDC appeals process (any and all steps) is grievable.

5.26 RESIDENT EDUCATOR (Revised 6-14)

5.2601 The Resident Educator Program is a four-year program designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

5.2602 Each teacher hired new to the Canfield School System, who has not completed a Mentor/Resident Educator program, will have a mentor appointed for him/her by the Superintendent after consultation with the Resident Educator Program Coordinator (REPC). The mentor will be a teacher of no less than three years' experience and will have completed the necessary training provided by the state of Ohio through the county office.

5.2603 The mentor will work with the Resident Educator, the staff at the county office, the REPC, and other appropriate officials in assisting the Resident Educator in his/her initial years of employment in accordance with the program developed by the state department of education.

5.2604 Mentors and the REPC ("Lead Mentor") will be compensated according to the supplemental salary schedule (Article 6.04).

5.2605 The assigned mentor shall collaborate with the building principal and other staff members, as appropriate, to assist the Resident Educator in the successful

completion of his/her responsibilities. The mentor shall not be involved in the formal teacher evaluation process.

5.2606 The responsibilities of the mentor shall include, but not be limited to, the following:

1. Participation in mentorship training.
2. Accessibility to the Resident Educator on a daily basis with occasional classroom observation, and consultations with the Resident Educator above and beyond the school day.
3. Keeping a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year for supplemental salary justification.

5.2607 The REPC will coordinate the activities of the mentors under the guidance and direction of the county (MCESC) and the Canfield District office.

5.2608 General Provisions

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
3. Neither the REPC nor any Mentor Teacher shall not participate in the District's evaluation of any Resident Educator.
4. Neither the REPC nor any Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
5. Neither the REPC nor any No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or

REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher or the REPC shall constitute grounds for immediate removal from his/her role as Mentor Teacher or REPC.

6. At any time, if either the Building Principal or Mentor Teacher REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the CEA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.
7. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

5.27 Tuition-Free Enrollment for Non-Resident Teachers (New 6-14; Revised 9-22)

Full-time bargaining unit members who are not District residents shall be permitted to enroll their school aged children into the Canfield Local Schools tuition free.

ARTICLE VI SALARY AND FRINGE BENEFITS

6.01 Salary Schedule Implementation

6.011 Salary Notices (Revised 6-94)

The annual salary notice will be provided to each employee by July 1 in accordance with the provisions of Ohio Revised Code 3319.12 and shall specify the salaries to be paid for regular teaching duties unless salary negotiations have not been completed for the following contract year. All employees will receive an annual salary notice as soon after the completion of salary negotiations as possible but not later than the first day of the school year. Said salary notice shall include the number of unused sick leave days which have been credited towards severance pursuant to 4.027 - Sick Leave Conservation Incentive.

6.012 Notification (Revised 6-94; 6-97; 12-03; 6-08; 6-14)

All employees will receive pay through electronic direct deposit. Payroll notification documentation will indicate the total earnings of that employee up to the date of issue and sick leave and personal leave balances. Payroll notification documentation shall be distributed to employees on the Friday following the end of the biweekly pay period through electronic mail to the employee's school email account and up to two (2) additional email accounts provided by the employee for that purpose to the office of the Treasurer. Employees will also have their net pay posted at their financial institution on the Friday following the end of the biweekly pay period.

There will be 26 pay periods per year, except in "skip-pay" years, wherein there will be 27.

6.013 Payroll Deductions (Revised 10-88; 6-97)

A. Payroll deductions will be made for the following:

1. U. S. Savings Bonds
2. Credit Union
3. United Appeal Fund
4. Canceraid
5. CEA Dues
6. FCPE

7. Tax-Sheltered Annuities
8. Educators Mutual
9. Ohio Tuition Trust Authority (OTTA)
10. Purchased Service for STRS

B. Deductions for tax-sheltered annuities:

1. Employees may enroll with any company that is currently registered with the Canfield Board of Education.
2. In order to enroll with a company not currently registered with the Canfield Board of Education, at least four (4) employees must request enrollment.
3. Salary deductions will be made the first two pays of every month for a total of 24 deductions per year.

C. New deduction categories will be made upon request of ten (10) or more employees.

2022-23 STIPEND

For all currently employed bargaining unit members who were also employed during the 2021-2022 contract year and who reported to work for a minimum of 100 days during that year will receive additional compensation in the form of a one-time, non-salary schedule based employee stipend in the amount of \$1000, payable through a regular payroll occurring on or before November 30, 2022. This is a non-pensionable (STRS) payment.

6.02 CERTIFIED SALARY SCHEDULE

2022-23

Base = \$39,755 2.75% Increase

STEP	B.S. DEGREE	150 HOURS	MASTERS	MASTERS+9
0	1.00	39,755	1.050	41,743
1	1.05	41,743	1.105	43,929
2	1.10	43,731	1.160	46,116
3	1.15	45,718	1.215	48,302
4	1.20	47,706	1.270	50,489
5	1.25	49,694	1.325	52,675
6	1.30	51,682	1.380	54,862
7	1.35	53,669	1.435	57,048
8	1.40	55,657	1.490	59,235
9	1.45	57,645	1.545	61,421
10	1.50	59,633	1.600	63,608
11	1.55	61,620	1.655	65,795
12	1.60	63,608	1.710	67,981
13	1.65	65,596	1.765	70,168
14	1.70	67,584	1.820	72,354
15	1.70	67,584	1.820	72,354
16	1.70	67,584	1.820	72,354
17	1.70	67,584	1.820	72,354
18	1.70	67,584	1.820	72,354
19	1.74	69,174	1.860	73,944
20	1.74	69,174	1.860	73,944
21	1.74	69,174	1.860	73,944
22	1.74	69,174	1.860	73,944
23	1.74	69,174	1.860	73,944
24	1.78	70,764	1.900	75,535
25	1.78	70,764	1.900	75,535
26	1.78	70,764	1.900	75,535
27	1.80	71,559	1.920	76,330
28	1.80	71,559	1.920	76,330
29	1.80	71,559	1.920	76,330
30	1.82	72,354	1.940	77,125
31	1.82	72,354	1.940	77,125
32	1.82	72,354	1.940	77,125
33	1.84	73,149	1.960	77,920
34	1.84	73,149	1.960	77,920
35	1.84	73,149	1.960	77,920
36	1.84	73,149	1.960	77,920
37	1.84	73,149	1.960	77,920
38	1.84	73,149	1.960	77,920
39	1.84	73,149	1.960	77,920
40	1.84	73,149	1.960	77,920

6.02 CERTIFIED SALARY SCHEDULE

2022-23

STEP	MASTERS+18	MASTERS+27	MASTERS+36	MASTERS+45	MASTERS+50					
0	1.190	47,308	1.235	49,097	1.280	50,886	1.325	52,675	1.350	53,669
1	1.250	49,694	1.295	51,483	1.340	53,272	1.385	55,061	1.410	56,055
2	1.310	52,079	1.355	53,868	1.400	55,657	1.445	57,446	1.470	58,440
3	1.370	54,464	1.415	56,253	1.460	58,042	1.505	59,831	1.530	60,825
4	1.430	56,850	1.475	58,639	1.520	60,428	1.565	62,217	1.590	63,210
5	1.490	59,235	1.535	61,024	1.580	62,813	1.625	64,602	1.650	65,596
6	1.550	61,620	1.595	63,409	1.640	65,198	1.685	66,987	1.710	67,981
7	1.610	64,006	1.655	65,795	1.700	67,584	1.745	69,372	1.770	70,366
8	1.670	66,391	1.715	68,180	1.760	69,969	1.805	71,758	1.830	72,752
9	1.730	68,776	1.775	70,565	1.820	72,354	1.865	74,143	1.890	75,137
10	1.790	71,161	1.835	72,950	1.880	74,739	1.925	76,528	1.950	77,522
11	1.850	73,547	1.895	75,336	1.940	77,125	1.985	78,914	2.010	79,908
12	1.910	75,932	1.955	77,721	2.000	79,510	2.045	81,299	2.070	82,293
13	1.970	78,317	2.015	80,106	2.060	81,895	2.105	83,684	2.130	84,678
14	2.030	80,703	2.075	82,492	2.120	84,281	2.165	86,070	2.190	87,063
15	2.030	80,703	2.075	82,492	2.120	84,281	2.165	86,070	2.190	87,063
16	2.030	80,703	2.075	82,492	2.120	84,281	2.165	86,070	2.190	87,063
17	2.030	80,703	2.075	82,492	2.120	84,281	2.165	86,070	2.190	87,063
18	2.030	80,703	2.075	82,492	2.120	84,281	2.165	86,070	2.190	87,063
19	2.070	82,293	2.115	84,082	2.160	85,871	2.205	87,660	2.230	88,654
20	2.070	82,293	2.115	84,082	2.160	85,871	2.205	87,660	2.230	88,654
21	2.070	82,293	2.115	84,082	2.160	85,871	2.205	87,660	2.230	88,654
22	2.070	82,293	2.115	84,082	2.160	85,871	2.205	87,660	2.230	88,654
23	2.070	82,293	2.115	84,082	2.160	85,871	2.205	87,660	2.230	88,654
24	2.110	83,883	2.155	85,672	2.200	87,461	2.245	89,250	2.270	90,244
25	2.110	83,883	2.155	85,672	2.200	87,461	2.245	89,250	2.270	90,244
26	2.110	83,883	2.155	85,672	2.200	87,461	2.245	89,250	2.270	90,244
27	2.130	84,678	2.175	86,467	2.220	88,256	2.265	90,045	2.290	91,039
28	2.130	84,678	2.175	86,467	2.220	88,256	2.265	90,045	2.290	91,039
29	2.130	84,678	2.175	86,467	2.220	88,256	2.265	90,045	2.290	91,039
30	2.150	85,473	2.195	87,262	2.240	89,051	2.285	90,840	2.310	91,834
31	2.150	85,473	2.195	87,262	2.240	89,051	2.285	90,840	2.310	91,834
32	2.150	85,473	2.195	87,262	2.240	89,051	2.285	90,840	2.310	91,834
33	2.170	86,268	2.215	88,057	2.260	89,846	2.305	91,635	2.330	92,629
34	2.170	86,268	2.215	88,057	2.260	89,846	2.305	91,635	2.330	92,629
35	2.170	86,268	2.215	88,057	2.260	89,846	2.305	91,635	2.330	92,629
36	2.170	86,268	2.215	88,057	2.260	89,846	2.305	91,635	2.330	92,629
37	2.170	86,268	2.215	88,057	2.260	89,846	2.305	91,635	2.330	92,629
38	2.170	86,268	2.215	88,057	2.260	89,846	2.305	91,635	2.330	92,629
39	2.170	86,268	2.215	88,057	2.260	89,846	2.305	91,635	2.330	92,629
40	2.170	86,268	2.215	88,057	2.260	89,846	2.305	91,635	2.330	92,629

6.02 CERTIFIED SALARY SCHEDULE

2023-24

Base = \$40,948 3.00% Increase

STEP	B.S. DEGREE	150 HOURS	MASTERS	MASTERS+9
0	1.00	40,948	1.050	42,995
1	1.05	42,995	1.105	45,248
2	1.10	45,043	1.160	47,500
3	1.15	47,090	1.215	49,752
4	1.20	49,138	1.270	52,004
5	1.25	51,185	1.325	54,256
6	1.30	53,232	1.380	56,508
7	1.35	55,280	1.435	58,760
8	1.40	57,327	1.490	61,013
9	1.45	59,375	1.545	63,265
10	1.50	61,422	1.600	65,517
11	1.55	63,469	1.655	67,769
12	1.60	65,517	1.710	70,021
13	1.65	67,564	1.765	72,273
14	1.70	69,612	1.820	74,525
15	1.70	69,612	1.820	74,525
16	1.70	69,612	1.820	74,525
17	1.70	69,612	1.820	74,525
18	1.70	69,612	1.820	74,525
19	1.74	71,250	1.860	76,163
20	1.74	71,250	1.860	76,163
21	1.74	71,250	1.860	76,163
22	1.74	71,250	1.860	76,163
23	1.74	71,250	1.860	76,163
24	1.78	72,887	1.900	77,801
25	1.78	72,887	1.900	77,801
26	1.78	72,887	1.900	77,801
27	1.80	73,706	1.920	78,620
28	1.80	73,706	1.920	78,620
29	1.80	73,706	1.920	78,620
30	1.82	74,525	1.940	79,439
31	1.82	74,525	1.940	79,439
32	1.82	74,525	1.940	79,439
33	1.84	75,344	1.960	80,258
34	1.84	75,344	1.960	80,258
35	1.84	75,344	1.960	80,258
36	1.84	75,344	1.960	80,258
37	1.84	75,344	1.960	80,258
38	1.84	75,344	1.960	80,258
39	1.84	75,344	1.960	80,258
40	1.84	75,344	1.960	80,258

6.02 CERTIFIED SALARY SCHEDULE

2023-24

STEP	MASTERS+18	MASTERS+27	MASTERS+36	MASTERS+45	MASTERS+50					
0	1.190	48,728	1.235	50,571	1.280	52,413	1.325	54,256	1.350	55,280
1	1.250	51,185	1.295	53,028	1.340	54,870	1.385	56,713	1.410	57,737
2	1.310	53,642	1.355	55,485	1.400	57,327	1.445	59,170	1.470	60,194
3	1.370	56,099	1.415	57,941	1.460	59,784	1.505	61,627	1.530	62,650
4	1.430	58,556	1.475	60,398	1.520	62,241	1.565	64,084	1.590	65,107
5	1.490	61,013	1.535	62,855	1.580	64,698	1.625	66,541	1.650	67,564
6	1.550	63,469	1.595	65,312	1.640	67,155	1.685	68,997	1.710	70,021
7	1.610	65,926	1.655	67,769	1.700	69,612	1.745	71,454	1.770	72,478
8	1.670	68,383	1.715	70,226	1.760	72,068	1.805	73,911	1.830	74,935
9	1.730	70,840	1.775	72,683	1.820	74,525	1.865	76,368	1.890	77,392
10	1.790	73,297	1.835	75,140	1.880	76,982	1.925	78,825	1.950	79,849
11	1.850	75,754	1.895	77,596	1.940	79,439	1.985	81,282	2.010	82,305
12	1.910	78,211	1.955	80,053	2.000	81,896	2.045	83,739	2.070	84,762
13	1.970	80,668	2.015	82,510	2.060	84,353	2.105	86,196	2.130	87,219
14	2.030	83,124	2.075	84,967	2.120	86,810	2.165	88,652	2.190	89,676
15	2.030	83,124	2.075	84,967	2.120	86,810	2.165	88,652	2.190	89,676
16	2.030	83,124	2.075	84,967	2.120	86,810	2.165	88,652	2.190	89,676
17	2.030	83,124	2.075	84,967	2.120	86,810	2.165	88,652	2.190	89,676
18	2.030	83,124	2.075	84,967	2.120	86,810	2.165	88,652	2.190	89,676
19	2.070	84,762	2.115	86,605	2.160	88,448	2.205	90,290	2.230	91,314
20	2.070	84,762	2.115	86,605	2.160	88,448	2.205	90,290	2.230	91,314
21	2.070	84,762	2.115	86,605	2.160	88,448	2.205	90,290	2.230	91,314
22	2.070	84,762	2.115	86,605	2.160	88,448	2.205	90,290	2.230	91,314
23	2.070	84,762	2.115	86,605	2.160	88,448	2.205	90,290	2.230	91,314
24	2.110	86,400	2.155	88,243	2.200	90,086	2.245	91,928	2.270	92,952
25	2.110	86,400	2.155	88,243	2.200	90,086	2.245	91,928	2.270	92,952
26	2.110	86,400	2.155	88,243	2.200	90,086	2.245	91,928	2.270	92,952
27	2.130	87,219	2.175	89,062	2.220	90,905	2.265	92,747	2.290	93,771
28	2.130	87,219	2.175	89,062	2.220	90,905	2.265	92,747	2.290	93,771
29	2.130	87,219	2.175	89,062	2.220	90,905	2.265	92,747	2.290	93,771
30	2.150	88,038	2.195	89,881	2.240	91,724	2.285	93,566	2.310	94,590
31	2.150	88,038	2.195	89,881	2.240	91,724	2.285	93,566	2.310	94,590
32	2.150	88,038	2.195	89,881	2.240	91,724	2.285	93,566	2.310	94,590
33	2.170	88,857	2.215	90,700	2.260	92,542	2.305	94,385	2.330	95,409
34	2.170	88,857	2.215	90,700	2.260	92,542	2.305	94,385	2.330	95,409
35	2.170	88,857	2.215	90,700	2.260	92,542	2.305	94,385	2.330	95,409
36	2.170	88,857	2.215	90,700	2.260	92,542	2.305	94,385	2.330	95,409
37	2.170	88,857	2.215	90,700	2.260	92,542	2.305	94,385	2.330	95,409
38	2.170	88,857	2.215	90,700	2.260	92,542	2.305	94,385	2.330	95,409
39	2.170	88,857	2.215	90,700	2.260	92,542	2.305	94,385	2.330	95,409
40	2.170	88,857	2.215	90,700	2.260	92,542	2.305	94,385	2.330	95,409

6.02 CERTIFIED SALARY SCHEDULE

2024-25

Base = \$42,176 3.00% Increase

STEP	B.S. DEGREE	150 HOURS	MASTERS	MASTERS+9
0	1.00	42,176	1.050	44,285
1	1.05	44,285	1.105	46,604
2	1.10	46,394	1.160	48,924
3	1.15	48,502	1.215	51,244
4	1.20	50,611	1.270	53,564
5	1.25	52,720	1.325	55,883
6	1.30	54,829	1.380	58,203
7	1.35	56,938	1.435	60,523
8	1.40	59,046	1.490	62,842
9	1.45	61,155	1.545	65,162
10	1.50	63,264	1.600	67,482
11	1.55	65,373	1.655	69,801
12	1.60	67,482	1.710	72,121
13	1.65	69,590	1.765	74,441
14	1.70	71,699	1.820	76,760
15	1.70	71,699	1.820	76,760
16	1.70	71,699	1.820	76,760
17	1.70	71,699	1.820	76,760
18	1.70	71,699	1.820	76,760
19	1.74	73,386	1.860	78,447
20	1.74	73,386	1.860	78,447
21	1.74	73,386	1.860	78,447
22	1.74	73,386	1.860	78,447
23	1.74	73,386	1.860	78,447
24	1.78	75,073	1.900	80,134
25	1.78	75,073	1.900	80,134
26	1.78	75,073	1.900	80,134
27	1.80	75,917	1.920	80,978
28	1.80	75,917	1.920	80,978
29	1.80	75,917	1.920	80,978
30	1.82	76,760	1.940	81,821
31	1.82	76,760	1.940	81,821
32	1.82	76,760	1.940	81,821
33	1.84	77,604	1.960	82,665
34	1.84	77,604	1.960	82,665
35	1.84	77,604	1.960	82,665
36	1.84	77,604	1.960	82,665
37	1.84	77,604	1.960	82,665
38	1.84	77,604	1.960	82,665
39	1.84	77,604	1.960	82,665
40	1.84	77,604	1.960	82,665

6.02 CERTIFIED SALARY SCHEDULE

2024-25

STEP	MASTERS+18	MASTERS+27	MASTERS+36	MASTERS+45	MASTERS+50					
0	1.190	50,189	1.235	52,087	1.280	53,985	1.325	55,883	1.350	56,938
1	1.250	52,720	1.295	54,618	1.340	56,516	1.385	58,414	1.410	59,468
2	1.310	55,251	1.355	57,148	1.400	59,046	1.445	60,944	1.470	61,999
3	1.370	57,781	1.415	59,679	1.460	61,577	1.505	63,475	1.530	64,529
4	1.430	60,312	1.475	62,210	1.520	64,108	1.565	66,005	1.590	67,060
5	1.490	62,842	1.535	64,740	1.580	66,638	1.625	68,536	1.650	69,590
6	1.550	65,373	1.595	67,271	1.640	69,169	1.685	71,067	1.710	72,121
7	1.610	67,903	1.655	69,801	1.700	71,699	1.745	73,597	1.770	74,652
8	1.670	70,434	1.715	72,332	1.760	74,230	1.805	76,128	1.830	77,182
9	1.730	72,964	1.775	74,862	1.820	76,760	1.865	78,658	1.890	79,713
10	1.790	75,495	1.835	77,393	1.880	79,291	1.925	81,189	1.950	82,243
11	1.850	78,026	1.895	79,924	1.940	81,821	1.985	83,719	2.010	84,774
12	1.910	80,556	1.955	82,454	2.000	84,352	2.045	86,250	2.070	87,304
13	1.970	83,087	2.015	84,985	2.060	86,883	2.105	88,780	2.130	89,835
14	2.030	85,617	2.075	87,515	2.120	89,413	2.165	91,311	2.190	92,365
15	2.030	85,617	2.075	87,515	2.120	89,413	2.165	91,311	2.190	92,365
16	2.030	85,617	2.075	87,515	2.120	89,413	2.165	91,311	2.190	92,365
17	2.030	85,617	2.075	87,515	2.120	89,413	2.165	91,311	2.190	92,365
18	2.030	85,617	2.075	87,515	2.120	89,413	2.165	91,311	2.190	92,365
19	2.070	87,304	2.115	89,202	2.160	91,100	2.205	92,998	2.230	94,052
20	2.070	87,304	2.115	89,202	2.160	91,100	2.205	92,998	2.230	94,052
21	2.070	87,304	2.115	89,202	2.160	91,100	2.205	92,998	2.230	94,052
22	2.070	87,304	2.115	89,202	2.160	91,100	2.205	92,998	2.230	94,052
23	2.070	87,304	2.115	89,202	2.160	91,100	2.205	92,998	2.230	94,052
24	2.110	88,991	2.155	90,889	2.200	92,787	2.245	94,685	2.270	95,740
25	2.110	88,991	2.155	90,889	2.200	92,787	2.245	94,685	2.270	95,740
26	2.110	88,991	2.155	90,889	2.200	92,787	2.245	94,685	2.270	95,740
27	2.130	89,835	2.175	91,733	2.220	93,631	2.265	95,529	2.290	96,583
28	2.130	89,835	2.175	91,733	2.220	93,631	2.265	95,529	2.290	96,583
29	2.130	89,835	2.175	91,733	2.220	93,631	2.265	95,529	2.290	96,583
30	2.150	90,678	2.195	92,576	2.240	94,474	2.285	96,372	2.310	97,427
31	2.150	90,678	2.195	92,576	2.240	94,474	2.285	96,372	2.310	97,427
32	2.150	90,678	2.195	92,576	2.240	94,474	2.285	96,372	2.310	97,427
33	2.170	91,522	2.215	93,420	2.260	95,318	2.305	97,216	2.330	98,270
34	2.170	91,522	2.215	93,420	2.260	95,318	2.305	97,216	2.330	98,270
35	2.170	91,522	2.215	93,420	2.260	95,318	2.305	97,216	2.330	98,270
36	2.170	91,522	2.215	93,420	2.260	95,318	2.305	97,216	2.330	98,270
37	2.170	91,522	2.215	93,420	2.260	95,318	2.305	97,216	2.330	98,270
38	2.170	91,522	2.215	93,420	2.260	95,318	2.305	97,216	2.330	98,270
39	2.170	91,522	2.215	93,420	2.260	95,318	2.305	97,216	2.330	98,270
40	2.170	91,522	2.215	93,420	2.260	95,318	2.305	97,216	2.330	98,270

**6.021 Full-Time* Tutor or LD Tutor Salary Schedule
(*30 or more hours per week)**

STEP	2022-23	2023-24	2024-25
0	19.85	20.45	21.06
1	21.64	22.29	22.96
2	23.49	24.19	24.92
3	25.28	26.04	26.82
4	27.06	27.87	28.71

6.022 Advancement on Salary Schedule/ Tuition Reimbursement (New 9-17; Revised 9-22)

- A. All graduate course credit must enhance the individual's ability to improve his/her professional contribution to the Canfield Local School District educational program and relate directly to the applicant's teaching assignment in Canfield and/or the teacher's certification/licensure on file with the District.
- B. Courses must be pre-approved by the CLPDC prior to taking the course and must be graduate level and earned directly from regionally or nationally accredited colleges/universities, from courses set forth in the regular course offerings of such institution(s), which also meet the criteria set forth above in Paragraph B. Determinations relative to the granting/rejecting of such coursework for salary schedule credit will not be arbitrary or capricious.
- C. Horizontal advancement on the salary schedule for approved coursework shall occur prior to September 1 of the school year.
- D. To obtain such advancement, evidence of successful completion of pre and post approved course work and/or degree advancement must be turned into the office of the Director of Curriculum and Instruction on or before June 30th. For summer coursework to be credited, on or before September 1, evidence must be presented documenting the granting of the particular degree, i.e. correspondence from the appropriate college department head, official transcript, or diploma. Failure to meet these deadlines will result in a delay in advancement until the following contract year. All forms pertaining to approval will be available on the District website. If any deadline for reimbursement or advancement on salary schedule

falls on day when school is not in session, the deadline becomes the next workday.

E. College Credit Reimbursement (Revised 12-03; 6-14; 9-17; 9-22)

1. Tuition reimbursement will be made for all accredited college courses beyond a master's degree with the approval of the CLPDC committee, up to an annual amount of \$36,000 per year. This amount shall be divided into three (3) equal reimbursement periods of \$12,000. The \$12,000 for each reimbursement period shall be divided equally among those bargaining unit members who submitted transcripts by the deadline, not to exceed the amount of tuition paid by each member. There shall be no carryover from each reimbursement period.
 - a. Tuition reimbursement will be limited to 6 semester hours or 9 quarter hours per year (September 1 through August 31).
2. Reimbursement will be made three times a year. A copy of the official transcript of all credits earned and verification of payment of tuition must be filed with the Treasurer's office prior to receiving reimbursement (fall semester transcripts due January 15, payable January 31; spring semester transcripts due June 15, payable June 30; summer semester transcripts due September 15, payable September 30).
3. Coursework meeting the requirements of 6.022, above, will be credited toward salary schedule movement.

6.023 Inservice Training Stipend (Revised 10-88; 9-91; 6-94; 6-97; 12-03; 6-14; 9-17; 9-22)

The Board of Education will provide inservice training stipends for all certificated/licensed staff members who successfully complete an inservice training program sponsored by the Board or approved by the CLPDC. All workshops, collaborative projects (Appendix "K" see Staff Resources on District Website under Quick Links tab), programs or activities receiving compensation will be preapproved by the CLPDC. Staff members will be compensated at the rate of \$35.00 per hour up to a maximum of 15 hours of

inservice training per school year (September 1 through August 31). Additional hours may be granted with the Superintendent's approval. Reimbursements will be made twice yearly in December and June.

6.024 Hourly Wage (New 10-88; Revised 9-91; 6-94; 6-97; 5-00; 6-08; 9-22)

When members of the Bargaining Unit perform work which is paid at an hourly rate, the rate of pay for said hourly work shall be \$35.00 per hour. Any new Board proposal must be accepted by the Association before a job is to be paid at the hourly rate.

Elementary teachers may receive an hourly rate for parent inservice programs held outside of regular school hours, excluding Fall Open House/activities. Prior approval must be granted by the building Principal.

6.025 Payment of Athletic Salaries (Revised 6-14; 9-22)

Certified/licensed staff on the Athletic Salary Schedule shall be paid in two (2) equal installments as follows:

Fall Sports: First payroll in August and the first payroll in November

Winter Sports: First payroll in December and the first payroll in March

Spring Sports: Second payroll in March and the first payroll in June

Certified/licensed staff on the Extra-Curricular Salary Schedule shall be paid in twenty-six (26) equal installments.

6.026 Supplemental Review Committee (NEW 9-17; Revised 9-22)

A. A Supplemental Review Committee shall be established, to deal with both athletic and non-athletic supplemental contracts. This Committee shall consist of three (3) CEA members appointed by the CEA President and three (3) members appointed by the Superintendent. The functions of this Committee shall include:

1. To study current supplemental positions and collaboratively create and review detailed job descriptions and duties of each supplemental position.
 2. To make recommendations to the Board and Association for changes in the present supplemental salary schedules and/or to address the job descriptions and pay for any new position created by the Board during the term of the Negotiated Agreement.
 3. The Superintendent and/or Association President will promptly provide the Committee with information supporting any rejection by the Board and/or Association of recommendations made by the Committee
 4. During the 2022-2023 contract year, the Committee will consider the development and/or revision of an evaluation instrument(s) for athletic head coaches in the District. Recommendations, if any, will be made to the Superintendent on or before the end of the 2022-2023 school year.
 5. During the 2022-2023 contract year, the Committee will consider the establishment of supplemental District academic liaison positions for curricular content areas. Recommendations, if any, will be made to the Superintendent on or before the end of the 2022-2023 school year.
- B. This Committee shall meet twice each year or more often upon agreement of a majority of the members of the Committee.

6.03 Athletic Salary Schedule

2022-23 School Year

Base	39,755	INDEX RATING		PAY EQUIVALENT	
		Years Exp.	Years Exp.	Years Exp.	Years Exp.
Class	Position	0-1	2-3	0-1	2-3
	Athletic Director			36 days extended time	
	CMS Athletic Coordinator (.65 time)	0.0715	0.0845	2,842	3,359
1	Football - 1 Head Coach	0.21	0.25	8,349	9,939
1	Football - 4 Varsity Asst. Coaches	0.11	0.15	4,373	5,963
1	Football - 2 Freshman Coaches	0.10	0.12	3,976	4,771
1	Football - 2 M.S. Coaches	0.09	0.11	3,578	4,373
1	Boys Basketball - 1 Head Coach	0.21	0.25	8,349	9,939
1	Boys Basketball - 1 JV Coach	0.11	0.15	4,373	5,963
1	Boys Basketball - 1 Fr. Coach	0.10	0.12	3,976	4,771
1	Boys Basketball - 1 8th Gr. Coach	0.09	0.11	3,578	4,373
1	Boys Basketball - 1 7th Gr. Coach	0.09	0.11	3,578	4,373
1	Boys Basketball - 1 Saturday Coordinator	0.03	0.04	1,193	1,590
1	Girls Basketball - 1 Head Coach	0.21	0.25	8,349	9,939
1	Girls Basketball - 1 JV Coach	0.11	0.15	4,373	5,963
1	Girls Basketball - 1 Fr. Coach	0.10	0.12	3,976	4,771
1	Girls Basketball - 1 8th Gr. Coach	0.09	0.11	3,578	4,373
1	Girls Basketball - 1 7th Gr. Coach	0.09	0.11	3,578	4,373
1	Girls Basketball - 1 Saturday Coordinator	0.03	0.04	1,193	1,590
2	Baseball - 1 Head Coach	0.15	0.18	5,963	7,156
2	Baseball - 1 JV Coach	0.10	0.12	3,976	4,771
2	Baseball - 1 Freshman Coach	0.09	0.11	3,578	4,373
2	Softball - 1 Head Coach	0.15	0.18	5,963	7,156
2	Softball - 1 JV Coach	0.10	0.12	3,976	4,771
2	Softball - 1 Freshman Coach	0.09	0.11	3,578	4,373
2	Track - 1 Head Girls Coach	0.15	0.18	5,963	7,156
2	Track - 1 Head Boys Coach	0.15	0.18	5,963	7,156
2	Track - 3 Assistant Coaches	0.10	0.12	3,976	4,771
2	Track - 4 Middle School Coaches	0.08	0.10	3,180	3,976
2	Wrestling - 1 Head Coach	0.15	0.18	5,963	7,156
2	Wrestling - 1 JV Coach	0.10	0.12	3,976	4,771
2	Wrestling - 1 Freshman Coach	0.09	0.11	3,578	4,373
2	Wrestling - 2 M.S. Coaches	0.08	0.10	3,180	3,976
3	Boys Soccer - 1 Head Coach	0.14	0.17	5,566	6,758
3	Boys Soccer - 1 JV Coach	0.09	0.11	3,578	4,373
3	Girls Soccer - 1 Head Coach	0.14	0.17	5,566	6,758
3	Girls Soccer - 1 JV Coach	0.09	0.11	3,578	4,373
3	Volleyball - 1 Head Coach	0.14	0.17	5,566	6,758
3	Volleyball - 1 JV Coach	0.09	0.11	3,578	4,373
3	Volleyball - 1 Freshman Coach	0.08	0.10	3,180	3,976
3	Volleyball - 1 8th Grade Coach	0.07	0.09	2,783	3,578
3	Volleyball - 1 7th Grade Coach	0.07	0.09	2,783	3,578
3	Swimming - 1 Head Coach	0.14	0.17	5,566	6,758
3	Swimming - 1 Assistant Coach	0.09	0.11	3,578	4,373
4	Girls Cross Country - 1 Head Coach	0.11	0.13	4,373	5,168
4	Boys Cross Country - 1 Head Coach	0.11	0.13	4,373	5,168
4	Cross Country - 1 M.S. Coach	0.06	0.08	2,385	3,180
4	Boys Tennis - 1 Head Coach	0.11	0.13	4,373	5,168
4	Girls Tennis - 1 Head Coach	0.11	0.13	4,373	5,168

4 Boys Golf - 1 Head Coach	0.11	0.13	4,373	5,168
4 Girls Golf - 1 Head Coach	0.11	0.13	4,373	5,168
4 Hockey - 1 Head Coach	0.11	0.13	4,373	5,168
4 Hockey - 1 Assistant Coach	0.06	0.08	2,385	3,180
4 Boys Lacrosse - 1 Head Coach	0.11	0.13	4,373	5,168
4 Boys Lacrosse - 1 Assistant Coach	0.06	0.08	2,385	3,180
4 Girls Lacrosse - 1 Head Coach	0.11	0.13	4,373	5,168
4 Girls Lacrosse - 1 Assistant Coach	0.06	0.08	2,385	3,180
5 Cheerleading Advisor - H.S. Fall	0.09	0.12	3,578	4,771
5 Cheerleading Advisor - H.S. Winter/Spring	0.09	0.12	3,578	4,771
5 Cheerleading - 2 M.S. Advisors	0.05	0.07	1,988	2,783
6 Boys Bowling - 1 Head Coach	0.04	0.05	1,590	1,988
6 Girls Bowling - 1 Head Coach	0.04	0.05	1,590	1,988
Timers and Scorers			\$30.00 per contest	
Ticket Manager	0.14	0.16	5,566	6,361

- Class 1 - (21%/25%) Football, Boys Basketball, Girls Basketball
- Class 2 - (15%/18%) Baseball, Track, Wrestling, Softball
- Class 3 - (14%/17%) Swimming, Soccer, Volleyball
- Class 4 - (11%/13%) Cross Country, Boys Tennis, Girls Tennis, Boys Golf, Girls Golf
- Class 5 - (9%/12%) Cheerleading Advisors

In determining years of experience credited to teachers for compensation for carrying out extra-curricular duties, the Board shall grant one (1) year of credit for each year of experience earned in an equivalent position, whether it be earned inside or outside the Canfield Local Schools. Administrative discretions may be used for granting more than the required minimum.

6.03 Athletic Salary Schedule

2023-24 School Year

Base		40,948		INDEX RATING		PAY EQUIVALENT	
Class	Position	Years	Years	Years	Years	Years	Years
		Exp.	Exp.	Exp.	Exp.	Exp.	Exp.
		0-1	2-3	0-1	2-3	0-1	2-3
	Athletic Director					36 days extended time	
	CMS Athletic Coordinator (.65 time)	0.0715	0.0845	2,928	3,460		
1	Football - 1 Head Coach	0.21	0.25	8,599	10,237		
1	Football - 4 Varsity Asst. Coaches	0.11	0.15	4,504	6,142		
1	Football - 2 Freshman Coaches	0.10	0.12	4,095	4,914		
1	Football - 2 M.S. Coaches	0.09	0.11	3,685	4,504		
1	Boys Basketball - 1 Head Coach	0.21	0.25	8,599	10,237		
1	Boys Basketball - 1 JV Coach	0.11	0.15	4,504	6,142		
1	Boys Basketball - 1 Fr. Coach	0.10	0.12	4,095	4,914		
1	Boys Basketball - 1 8th Gr. Coach	0.09	0.11	3,685	4,504		
1	Boys Basketball - 1 7th Gr. Coach	0.09	0.11	3,685	4,504		
1	Boys Basketball - 1 Saturday Coordinator	0.03	0.04	1,228	1,638		
1	Girls Basketball - 1 Head Coach	0.21	0.25	8,599	10,237		
1	Girls Basketball - 1 JV Coach	0.11	0.15	4,504	6,142		
1	Girls Basketball - 1 Fr. Coach	0.10	0.12	4,095	4,914		
1	Girls Basketball - 1 8th Gr. Coach	0.09	0.11	3,685	4,504		
1	Girls Basketball - 1 7th Gr. Coach	0.09	0.11	3,685	4,504		
1	Girls Basketball - 1 Saturday Coordinator	0.03	0.04	1,228	1,638		
2	Baseball - 1 Head Coach	0.15	0.18	6,142	7,371		
2	Baseball - 1 JV Coach	0.10	0.12	4,095	4,914		
2	Baseball - 1 Freshman Coach	0.09	0.11	3,685	4,504		
2	Softball - 1 Head Coach	0.15	0.18	6,142	7,371		
2	Softball - 1 JV Coach	0.10	0.12	4,095	4,914		
2	Softball - 1 Freshman Coach	0.09	0.11	3,685	4,504		
2	Track - 1 Head Girls Coach	0.15	0.18	6,142	7,371		
2	Track - 1 Head Boys Coach	0.15	0.18	6,142	7,371		
2	Track - 3 Assistant Coaches	0.10	0.12	4,095	4,914		
2	Track - 4 Middle School Coaches	0.08	0.10	3,276	4,095		
2	Wrestling - 1 Head Coach	0.15	0.18	6,142	7,371		
2	Wrestling - 1 JV Coach	0.10	0.12	4,095	4,914		
2	Wrestling - 1 Freshman Coach	0.09	0.11	3,685	4,504		
2	Wrestling - 2 M.S. Coaches	0.08	0.10	3,276	4,095		
3	Boys Soccer - 1 Head Coach	0.14	0.17	5,733	6,961		
3	Boys Soccer - 1 JV Coach	0.09	0.11	3,685	4,504		
3	Girls Soccer - 1 Head Coach	0.14	0.17	5,733	6,961		
3	Girls Soccer - 1 JV Coach	0.09	0.11	3,685	4,504		
3	Volleyball - 1 Head Coach	0.14	0.17	5,733	6,961		
3	Volleyball - 1 JV Coach	0.09	0.11	3,685	4,504		
3	Volleyball - 1 Freshman Coach	0.08	0.10	3,276	4,095		
3	Volleyball - 1 8th Grade Coach	0.07	0.09	2,866	3,685		
3	Volleyball - 1 7th Grade Coach	0.07	0.09	2,866	3,685		
3	Swimming - 1 Head Coach	0.14	0.17	5,733	6,961		
3	Swimming - 1 Assistant Coach	0.09	0.11	3,685	4,504		
4	Girls Cross Country - 1 Head Coach	0.11	0.13	4,504	5,323		
4	Boys Cross Country - 1 Head Coach	0.11	0.13	4,504	5,323		
4	Cross Country - 1 M.S. Coach	0.06	0.08	2,457	3,276		
4	Boys Tennis - 1 Head Coach	0.11	0.13	4,504	5,323		
4	Girls Tennis - 1 Head Coach	0.11	0.13	4,504	5,323		

4 Boys Golf - 1 Head Coach	0.11	0.13	4,504	5,323
4 Girls Golf - 1 Head Coach	0.11	0.13	4,504	5,323
4 Hockey - 1 Head Coach	0.11	0.13	4,504	5,323
4 Hockey - 1 Assistant Coach	0.06	0.08	2,457	3,276
4 Boys Lacrosse - 1 Head Coach	0.11	0.13	4,504	5,323
4 Boys Lacrosse - 1 Assistant Coach	0.06	0.08	2,457	3,276
4 Girls Lacrosse - 1 Head Coach	0.11	0.13	4,504	5,323
4 Girls Lacrosse - 1 Assistant Coach	0.06	0.08	2,457	3,276
5 Cheerleading Advisor - H.S. Fall	0.09	0.12	3,685	4,914
5 Cheerleading Advisor - H.S. Winter/Spring	0.09	0.12	3,685	4,914
5 Cheerleading - 2 M.S. Advisors	0.05	0.07	2,047	2,866
6 Boys Bowling - 1 Head Coach	0.04	0.05	1,638	2,047
6 Girls Bowling - 1 Head Coach	0.04	0.05	1,638	2,047
Timers and Scorers			\$30.00 per contest	
Ticket Manager	0.14	0.16	5,733	6,552

- Class 1 - (21%/25%) Football, Boys Basketball, Girls Basketball
- Class 2 - (15%/18%) Baseball, Track, Wrestling, Softball
- Class 3 - (14%/17%) Swimming, Soccer, Volleyball
- Class 4 - (11%/13%) Cross Country, Boys Tennis, Girls Tennis, Boys Golf, Girls Golf
- Class 5 - (9%/12%) Cheerleading Advisors

In determining years of experience credited to teachers for compensation for carrying out extra-curricular duties, the Board shall grant one (1) year of credit for each year of experience earned in an equivalent position, whether it be earned inside or outside the Canfield Local Schools. Administrative discretions may be used for granting more than the required minimum.

6.03 Athletic Salary Schedule

2024-25 School Year

Base 42,176

Class	Position	INDEX RATING		PAY EQUIVALENT	
		Years	Years	Years	Years
		Exp.	Exp.	Exp.	Exp.
		0-1	2-3	0-1	2-3
	Athletic Director			36 days extended time	
	CMS Athletic Coordinator (.65 time)	0.0715	0.0845	3,016	3,564
1	Football - 1 Head Coach	0.21	0.25	8,857	10,544
1	Football - 4 Varsity Asst. Coaches	0.11	0.15	4,639	6,326
1	Football - 2 Freshman Coaches	0.10	0.12	4,218	5,061
1	Football - 2 M.S. Coaches	0.09	0.11	3,796	4,639
1	Boys Basketball - 1 Head Coach	0.21	0.25	8,857	10,544
1	Boys Basketball - 1 JV Coach	0.11	0.15	4,639	6,326
1	Boys Basketball - 1 Fr. Coach	0.10	0.12	4,218	5,061
1	Boys Basketball - 1 8th Gr. Coach	0.09	0.11	3,796	4,639
1	Boys Basketball - 1 7th Gr. Coach	0.09	0.11	3,796	4,639
1	Boys Basketball - 1 Saturday Coordinator	0.03	0.04	1,265	1,687
1	Girls Basketball - 1 Head Coach	0.21	0.25	8,857	10,544
1	Girls Basketball - 1 JV Coach	0.11	0.15	4,639	6,326
1	Girls Basketball - 1 Fr. Coach	0.10	0.12	4,218	5,061
1	Girls Basketball - 1 8th Gr. Coach	0.09	0.11	3,796	4,639
1	Girls Basketball - 1 7th Gr. Coach	0.09	0.11	3,796	4,639
1	Girls Basketball - 1 Saturday Coordinator	0.03	0.04	1,265	1,687
2	Baseball - 1 Head Coach	0.15	0.18	6,326	7,592
2	Baseball - 1 JV Coach	0.10	0.12	4,218	5,061
2	Baseball - 1 Freshman Coach	0.09	0.11	3,796	4,639
2	Softball - 1 Head Coach	0.15	0.18	6,326	7,592
2	Softball - 1 JV Coach	0.10	0.12	4,218	5,061
2	Softball - 1 Freshman Coach	0.09	0.11	3,796	4,639
2	Track - 1 Head Girls Coach	0.15	0.18	6,326	7,592
2	Track - 1 Head Boys Coach	0.15	0.18	6,326	7,592
2	Track - 3 Assistant Coaches	0.10	0.12	4,218	5,061
2	Track - 4 Middle School Coaches	0.08	0.10	3,374	4,218
2	Wrestling - 1 Head Coach	0.15	0.18	6,326	7,592
2	Wrestling - 1 JV Coach	0.10	0.12	4,218	5,061
2	Wrestling - 1 Freshman Coach	0.09	0.11	3,796	4,639
2	Wrestling - 2 M.S. Coaches	0.08	0.10	3,374	4,218
3	Boys Soccer - 1 Head Coach	0.14	0.17	5,905	7,170
3	Boys Soccer - 1 JV Coach	0.09	0.11	3,796	4,639
3	Girls Soccer - 1 Head Coach	0.14	0.17	5,905	7,170
3	Girls Soccer - 1 JV Coach	0.09	0.11	3,796	4,639
3	Volleyball - 1 Head Coach	0.14	0.17	5,905	7,170
3	Volleyball - 1 JV Coach	0.09	0.11	3,796	4,639
3	Volleyball - 1 Freshman Coach	0.08	0.10	3,374	4,218
3	Volleyball - 1 8th Grade Coach	0.07	0.09	2,952	3,796
3	Volleyball - 1 7th Grade Coach	0.07	0.09	2,952	3,796
3	Swimming - 1 Head Coach	0.14	0.17	5,905	7,170
3	Swimming - 1 Assistant Coach	0.09	0.11	3,796	4,639
4	Girls Cross Country - 1 Head Coach	0.11	0.13	4,639	5,483
4	Boys Cross Country - 1 Head Coach	0.11	0.13	4,639	5,483
4	Cross Country - 1 M.S. Coach	0.06	0.08	2,531	3,374
4	Boys Tennis - 1 Head Coach	0.11	0.13	4,639	5,483
4	Girls Tennis - 1 Head Coach	0.11	0.13	4,639	5,483

4 Boys Golf - 1 Head Coach	0.11	0.13	4,639	5,483
4 Girls Golf - 1 Head Coach	0.11	0.13	4,639	5,483
4 Hockey - 1 Head Coach	0.11	0.13	4,639	5,483
4 Hockey - 1 Assistant Coach	0.06	0.08	2,531	3,374
4 Boys Lacrosse - 1 Head Coach	0.11	0.13	4,639	5,483
4 Boys Lacrosse - 1 Assistant Coach	0.06	0.08	2,531	3,374
4 Girls Lacrosse - 1 Head Coach	0.11	0.13	4,639	5,483
4 Girls Lacrosse - 1 Assistant Coach	0.06	0.08	2,531	3,374
5 Cheerleading Advisor - H.S. Fall	0.09	0.12	3,796	5,061
5 Cheerleading Advisor - H.S. Winter/Spring	0.09	0.12	3,796	5,061
5 Cheerleading - 2 M.S. Advisors	0.05	0.07	2,109	2,952
6 Boys Bowling - 1 Head Coach	0.04	0.05	1,687	2,109
6 Girls Bowling - 1 Head Coach	0.04	0.05	1,687	2,109
Timers and Scorers			\$30.00 per contest	
Ticket Manager	0.14	0.16	5,905	6,748

- Class 1 - (21%/25%) Football, Boys Basketball, Girls Basketball
- Class 2 - (15%/18%) Baseball, Track, Wrestling, Softball
- Class 3 - (14%/17%) Swimming, Soccer, Volleyball
- Class 4 - (11%/13%) Cross Country, Boys Tennis, Girls Tennis, Boys Golf, Girls Golf
- Class 5 - (9%/12%) Cheerleading Advisors

In determining years of experience credited to teachers for compensation for carrying out extra-curricular duties, the Board shall grant one (1) year of credit for each year of experience earned in an equivalent position, whether it be earned inside or outside the Canfield Local Schools. Administrative discretions may be used for granting more than the required minimum.

6.04 Extra-Curricular Salary Schedule 2022-23 School Year

Position	INDEX RATING		PAY EQUIVALENT	
	Years	Years	Years	Years
	Exp.	Exp.	Exp.	Exp.
	0-1	2-3	0-1	2-3
Base	39,755			
H.S. Band Director/Assoc. Marching Band			23 days extended time	
M.S. Band Director/Assoc. Marching Band			20 days extended time	
M.S. Band Director/Assoc. Marching Band			15 days extended time	
Building Department Chairperson	0.07	0.09	2,783	3,578
Yearbook - High School	0.07	0.08	2,783	3,180
Yearbook Middle School	0.05	0.06	1,988	2,385
Newspaper	0.06	0.07	2,385	2,783
Speech & Debate Director	0.11	0.15	4,373	5,963
Speech & Debate Assistant	0.06	0.08	2,385	3,180
Class Play (each)	0.10	0.12	3,976	4,771
Class Play Assistant (each)	0.06	0.08	2,385	3,180
Canfield Players	0.04	0.06	1,590	2,385
Drama - 5th/6th	0.02	0.03	795	1,193
Drama - 7th/8th	0.02	0.03	795	1,193
Y-Teens Director	0.04	0.05	1,590	1,988
Key Club Advisor	0.04	0.05	1,590	1,988
JETS Advisor	0.03	0.04	1,193	1,590
National Honor Society Advisor	0.04	0.05	1,590	1,988
Student Council - High School	0.05	0.07	1,988	2,783
Student Council - High School Assistant	0.03	0.05	1,193	1,988
Student Council - Middle School	0.02	0.03	795	1,193
Senior Class Sponsor	0.10	0.12	3,976	4,771
Junior Class Sponsor	0.07	0.09	2,783	3,578
Musical Productions - H.S. (one per year)	0.04	0.06	1,590	2,385
Musical Productions - M.S. (one per year)	0.04	0.06	1,590	2,385
Interact Club	0.04	0.05	1,590	1,988
Intramural Coordinator - Middle School	0.08	0.08	3,180	3,180
Intramural Coordinator - Middle School Asst.	0.04	0.04	1,590	1,590
Power of Pen Advisors	0.02	0.03	795	1,193
Pep Band - High School	0.03	0.04	1,193	1,590
Auxiliary Unit Advisor	0.06	0.08	2,385	3,180
Percussion Inst. (Summer)	0.03	0.04	1,193	1,590
Academic Challenge Advisor	0.03	0.04	1,193	1,590
Harvard UN Advisor	0.03	0.04	1,193	1,590
Coordinator of Student Community	0.05	0.05	1,988	1,988
Service Projects				
Robotics/Esports Advisor	0.02	0.03	795	1,193
Math Counts Advisor	0.02	0.03	795	1,193
Mentor	0.02	0.02	795	795
Lead Mentor	0.03	0.03	1,193	1,193

6.04 Extra-Curricular Salary Schedule 2023-24 School Year

Base	40,948	INDEX RATING		PAY EQUIVALENT	
		Years	Years	Years	Years
		Exp.	Exp.	Exp.	Exp.
Position	0-1	2-3	0-1	2-3	
H.S. Band Director/Assoc. Marching Band					23 days extended time
M.S. Band Director/Assoc. Marching Band					20 days extended time
M.S. Band Director/Assoc. Marching Band					15 days extended time
Building Department Chairperson	0.07	0.09	2,866	3,685	
Yearbook - High School	0.07	0.08	2,866	3,276	
Yearbook Middle School	0.05	0.06	2,047	2,457	
Newspaper	0.06	0.07	2,457	2,866	
Speech & Debate Director	0.11	0.15	4,504	6,142	
Speech & Debate Assistant	0.06	0.08	2,457	3,276	
Class Play (each)	0.10	0.12	4,095	4,914	
Class Play Assistant (each)	0.06	0.08	2,457	3,276	
Canfield Players	0.04	0.06	1,638	2,457	
Drama - 5th/6th	0.02	0.03	819	1,228	
Drama - 7th/8th	0.02	0.03	819	1,228	
Y-Teens Director	0.04	0.05	1,638	2,047	
Key Club Advisor	0.04	0.05	1,638	2,047	
JETS Advisor	0.03	0.04	1,228	1,638	
National Honor Society Advisor	0.04	0.05	1,638	2,047	
Student Council - High School	0.05	0.07	2,047	2,866	
Student Council - High School Assistant	0.03	0.05	1,228	2,047	
Student Council - Middle School	0.02	0.03	819	1,228	
Senior Class Sponsor	0.10	0.12	4,095	4,914	
Junior Class Sponsor	0.07	0.09	2,866	3,685	
Musical Productions - H.S. (one per year)	0.04	0.06	1,638	2,457	
Musical Productions - M.S. (one per year)	0.04	0.06	1,638	2,457	
Interact Club	0.04	0.05	1,638	2,047	
Intramural Coordinator - Middle School	0.08	0.08	3,276	3,276	
Intramural Coordinator - Middle School Asst.	0.04	0.04	1,638	1,638	
Power of Pen Advisors	0.02	0.03	819	1,228	
Pep Band - High School	0.03	0.04	1,228	1,638	
Auxiliary Unit Advisor	0.06	0.08	2,457	3,276	
Percussion Inst. (Summer)	0.03	0.04	1,228	1,638	
Academic Challenge Advisor	0.03	0.04	1,228	1,638	
Harvard UN Advisor	0.03	0.04	1,228	1,638	
Coordinator of Student Community	0.05	0.05	2,047	2,047	
Service Projects					
Robotics/Esports Advisor	0.02	0.03	819	1,228	
Math Counts Advisor	0.02	0.03	819	1,228	
Mentor	0.02	0.02	819	819	
Lead Mentor	0.03	0.03	1,228	1,228	

6.04 Extra-Curricular Salary Schedule 2024-25 School Year

Base	42,176	INDEX RATING		PAY EQUIVALENT	
		Years	Years	Years	Years
		Exp.	Exp.	Exp.	Exp.
Position	0-1	2-3	0-1	2-3	
H.S. Band Director/Assoc. Marching Band					23 days extended time
M.S. Band Director/Assoc. Marching Band					20 days extended time
M.S. Band Director/Assoc. Marching Band					15 days extended time
Building Department Chairperson	0.07	0.09	2,952	3,796	
Yearbook - High School	0.07	0.08	2,952	3,374	
Yearbook Middle School	0.05	0.06	2,109	2,531	
Newspaper	0.06	0.07	2,531	2,952	
Speech & Debate Director	0.11	0.15	4,639	6,326	
Speech & Debate Assistant	0.06	0.08	2,531	3,374	
Class Play (each)	0.10	0.12	4,218	5,061	
Class Play Assistant (each)	0.06	0.08	2,531	3,374	
Canfield Players	0.04	0.06	1,687	2,531	
Drama - 5th/6th	0.02	0.03	844	1,265	
Drama - 7th/8th	0.02	0.03	844	1,265	
Y-Teens Director	0.04	0.05	1,687	2,109	
Key Club Advisor	0.04	0.05	1,687	2,109	
JETS Advisor	0.03	0.04	1,265	1,687	
National Honor Society Advisor	0.04	0.05	1,687	2,109	
Student Council - High School	0.05	0.07	2,109	2,952	
Student Council - High School Assistant	0.03	0.05	1,265	2,109	
Student Council - Middle School	0.02	0.03	844	1,265	
Senior Class Sponsor	0.10	0.12	4,218	5,061	
Junior Class Sponsor	0.07	0.09	2,952	3,796	
Musical Productions - H.S. (one per year)	0.04	0.06	1,687	2,531	
Musical Productions - M.S. (one per year)	0.04	0.06	1,687	2,531	
Interact Club	0.04	0.05	1,687	2,109	
Intramural Coordinator - Middle School	0.08	0.08	3,374	3,374	
Intramural Coordinator - Middle School Asst.	0.04	0.04	1,687	1,687	
Power of Pen Advisors	0.02	0.03	844	1,265	
Pep Band - High School	0.03	0.04	1,265	1,687	
Auxiliary Unit Advisor	0.06	0.08	2,531	3,374	
Percussion Inst. (Summer)	0.03	0.04	1,265	1,687	
Academic Challenge Advisor	0.03	0.04	1,265	1,687	
Harvard UN Advisor	0.03	0.04	1,265	1,687	
Coordinator of Student Community	0.05	0.05	2,109	2,109	
Service Projects					
Robotics/Esports Advisor	0.02	0.03	844	1,265	
Math Counts Advisor	0.02	0.03	844	1,265	
Mentor	0.02	0.02	844	844	
Lead Mentor	0.03	0.03	1,265	1,265	

6.05 Activity Pay (Revised 10-88; 6-94; 6-97; 6-08)

- 6.051 Activity supervision pay will be \$35.00 per duty.
- 6.052 By May 1, all activities for the succeeding school year throughout the system requiring teacher supervision will be posted in each building. Teachers shall be given until May 30 to sign up for activities they wish to supervise. Using seniority as a consideration, building principals will finalize the assignments.
- 6.053 Activities for which teachers have not signed during the voluntary sign up period (May 1 - 30) shall be made available to the classified staff during the first two weeks of June.
- 6.054 Building principals will finalize the assignments.
- 6.055 Any additional duties which occur after completion of the master list will be filled on a voluntary, emergency basis and be assigned by the building principal or his/her designee.
- 6.056 The Treasurer will pay said activity amounts no later than the second pay in June for the school year just ended.

6.06 Travel Expenses for School Business (Revised 10-88; 9-91; 6-97; 12-03; 6-08; 6-14)

Pre-approved travel expenses for school-related business shall be reimbursed to the employee upon presentation of itemized receipts and a conforming "Request for Payment of Travel Expenses," (Appendix C) according to the following rates:

Meals (overnight only) – up to the following amounts:

\$55.00 per day	<u>RECEIPT REQUIRED</u>
	(Breakfast \$15.00)
	(Lunch \$15.00)
	(Dinner \$25.00)

*Maximum tip allowed – 15%; Sales tax not reimbursed – exemption forms provided upon request.

Lodging RECEIPT REQUIRED
Reasonable Usual Customary rate to a maximum of \$120/night

Mileage At IRS rate in effect at the time of travel.

School car must be used if available; if personal vehicle is used when a school car is available, there will be no mileage reimbursement. Car pooling is encouraged.

Registration Usual Customary Rate RECEIPT REQUIRED
(UCR)

ADVANCE APPROVAL BY
SUPERINTENDENT REQUIRED.

The employee shall also be reimbursed for all other necessary, actual and incidental expenses incurred during school-related travel including, but not limited to, tolls and parking.

Mileage shall be paid only when school vehicles are not available. Six hundred miles are maximum allowed for reimbursement.

Where sizeable outlays of monies (greater than \$250.00) from personal finances to cover school-related business are necessary, the employee may apply for a cash advance from the Treasurer to cover part or all of these expenses. Receipts, sales slips and/or vouchers must be submitted to the Treasurer to cover any such advance.

6.07 Severance Pay and Early Retirement Notification Incentive
(Revised 10-88; 6-94; 6-97; 6-08; 6-14; 9-17; 9-22)

Upon notification from the STRS of a Bargaining Unit member's retirement from Canfield Schools, Canfield Board of Education shall pay a one lump sum severance pay as outlined below.

1. The severance pay shall be sixty percent (60%) of the value of the retiree's accrued, but unused sick leave to a maximum of sixty-five (65) days multiplied by the member's daily rate.
2. Payment shall be made no later than six (6) weeks after the last working day prior to severance.
3. Eligibility for severance pay extends to any employee on the teachers' salary schedule who has had ten (10) years' continuous service credit in the Canfield Schools prior to retirement.
4. Full payment at severance shall be considered to eliminate all sick leave credit. Such payment shall be made only once to any teacher.

5. If any eligible employee should die while actively employed by the District, 1/2 the severance pay shall be paid as a death benefit to his/her beneficiary (as designated for the group life insurance policy) in addition to any other death benefits within the contract.
6. Daily rate is to be determined by dividing the employee's base pay including module pay by 184.
7. Employees providing early notification of retirement and written resignation for that purpose for the end of a school year will be incentivized as follows:
 - a. Irrevocable letters of resignation provided to the Board prior to the regularly scheduled November Board meeting – \$1,500.00 to be paid upon retirement.
 - b. Irrevocable letters of resignation provided to the Board prior to the regularly scheduled February Board meeting – \$1,000.00 to be paid upon retirement.
 - c. Irrevocable letters of resignation provided to the Board prior to the regularly scheduled April Board meeting – \$500.00 to be paid upon retirement.

6.08 Employee Insurances

6.081 General Coverage (Revised 10-88; 9-91; 6-94; 6-97; 12-03; 6-14; 9-17; 9-22)

The Board shall provide all members of the Employee Unit with the insurance coverages consisting of health, prescription, dental and vision coverage.

Mahoning County School Employees Insurance Consortium

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Mahoning County School Employees Insurance Consortium ("MCSEIC"). The Board shall provide health, dental, prescription, vision, through the MCSEIC and such coverage shall be the standardized MCSEIC specifications. Changes to and/or renewals of the MCSEIC Plan shall be implemented upon the Plan's effective date and a written copy of the Plan shall be provided to the Association President within thirty (30)

days of said change or renewal.

Upon notification, the CEA President or his/her designee shall be granted paid release time to attend any MCSEIC Board of Directors or Assembly meetings held during the work day.

A. Premiums

All employees will pay 10% of the premium for comprehensive hospitalization-physician benefits – major medical/dental, vision and prescription (the MCSEIC plan). The District will maintain a Section 125 Flexible Spending Plan to facilitate employee deduction of insurance premiums pretax and to set aside pretax funds to use toward qualified medical and dependent care expenses. Effective July 1, 2024, the employee premium contribution will increase to 10.5%. Effective July 1, 2025, the employee premium contribution will increase to 11%.

B. Plan Document

All provisions of the current plan document shall be incorporated by reference to this Agreement. Both the Board and the Association shall have copies of the official plan document. All employees shall be provided with a health benefit plan booklet which shall contain all provisions of the plan document Appendix H (see Staff Resources on District Website under Quick Links tab).

C. Spousal Coordination of Benefits (COB) (New 6-08; Revised 6-14; 9-22)

1.) Spouses of employees covered by Canfield Local Schools, will be required to join the insurance program for at least single medical and prescription coverage at their place of employment or public sector retirement group health plan if it is available at a monthly cost as determined by the Mahoning County Consortium (currently at \$342.00) or less.

Claims for spouses of Canfield Schools' employees will not be processed by the Mahoning County Consortium third party administrator until a Coordination of Benefits (COB) form is on file in the Canfield Schools' Treasurer's office. Canfield Schools' employees shall be responsible for submitting an updated COB form

immediately when a change occurs in their spouse's insurance eligibility or existing coverage.

Enrollment of spouses at their place of employment assigns the spouse's employer's insurance carrier as primary coverage, but shall not prohibit Canfield Schools' employee from using Canfield Schools' coverage as secondary coverage for their spouse if the employee so desires.

D. Open Enrollment Period (New 6-14; Revised 9-17)

The open enrollment period for the MCSEIC plan is between August 1 and August 31.

E. Health Insurance Advisory Committee (New 9-17)

The Health Insurance Advisory Committee has been established for the purposes of monitoring health insurance market conditions, costs, and innovations and to serve in an advisory capacity to District decision-makers in the area of employee health care issues. The Committee is comprised of three (3) administrators, including the Superintendent and Treasurer and/or his/her designees, Association representatives selected by the CEA President, one (1) from each of the buildings, the OEA Labor Relations Consultant, and two (2) designated representatives from each of the non-teaching bargaining units, as appointed by their respective Presidents. Board members may be invited by the Committee to attend meetings. During the 2017-2018 contract year, the Committee will meet a minimum of three (3) times and thereafter as determined by the Committee through consensus. Any recommendations to the Board and/or the District's bargaining unit representatives will be made by consensus. Release time may be provided for meetings of the Committee.

F. Bargaining members who retire to STRS and work the entire school year (or are in paid status through the last day of work) shall continue to be eligible for the health insurance enrollment through August 31 of that year. Otherwise, employee benefits terminate on the last day of any month in which the teacher resigns employment for any reason or is otherwise terminated or separated from employment, subject to available COBRA continuation of benefits rights. This does not apply to

employees who complete the contract year with the District but are either non-renewed or have their contracts suspended pursuant to a reduction in force effective at the end of the current year.

6.082 Life Insurance (Revised 10-88; 12-03)

Life insurance shall be carried on the employee in an amount equal to the employee's salary (rounded to nearest thousand dollars). The salary schedule step excluding any supplemental contracts shall determine the salary in this case. The minimum amount of life insurance shall be \$20,000.00 or the base salary equivalent, whichever is greater. The maximum amount of life insurance shall be \$50,000.00.

6.083 Insurance Contracts

The Board shall provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this contract. Copies of existing contracts shall be provided to the Association within seven (7) calendar days of ratification of the master contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided within seven (7) calendar days after they are received by the administration.

6.084 Change in Carriers

If, at any future date, the Board elects to change insurance carriers, the Association President shall be notified in writing not less than thirty (30) days prior to the effective date of the change in carriers and, at the time of said notification, the Board shall provide to the Association a complete copy of the certificate of insurance for the new plan outlining in detail the specifications of coverage and services to be provided by the new carrier.

6.085 Continuation of Benefits

A. The Board shall permit all members of the Employee Unit who have been granted unpaid leaves of absence to remain in the employee insurance group for all coverages provided by the District at the employee's expense for the duration of said unpaid leave if permitted by the insurance carrier.

- B. Insurance coverage for members of the Employee Unit who have been granted paid leaves of absence shall continue to be provided by the Board.

6.086 Insurance Premium Rebate
(New 6-94; Revised 5-00; 6-08; 9-17)

A member of the bargaining unit who waives medical/Rx, dental, and vision coverage for a 12-month period will receive a \$1,500.00 bonus payment for each one-year period.

6.09 Board Pickup of Member Contribution to STRS (New 10-88)

In accordance with Internal Revenue Service (IRS) Ruling 77-462, 81-35, and 81-36, the Association and the Board agree to a pick up of member contributions to State Teachers Retirement System of Ohio (STRS), provided the dollar amount to be "picked up" by the Board shall be in compliance with all Federal and State laws and IRS Rules and Regulations affecting this matter and shall be at no cost to the Board. Procedure for pickup shall be as directed by STRS and IRS.

6.10 Employment of Retired Teachers (New 12-03; Revised 6-08; 6-14)

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

- A. Except as otherwise specifically set forth herein, the Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Canfield Local Schools. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement, including the right to Board-provided health care benefits on par with other employees.

- B. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at the "0" Step of the salary schedule. Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Canfield Local School District Board of Education shall be as if such teacher was new to the District and therefore will be at the "0" Step of the salary schedule. Salary placement for the appropriate education column (i.e., BA through Masters) shall be fully recognized. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable, and the parties expressly agree and fully intend this provision to supersede and take precedence over and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to, Revised Code Section 3317.13.
- C. Seniority for retired teachers newly hired by the Board as well as for Canfield teachers returning to employment with the Board after retirement will be zero (0) upon such employment and any subsequent re-employment.
- D. Teachers employed by the Board after retirement shall not be eligible for tenure.
- E. For purposes of reduction in force (Article 5, Section 5.04) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement.
- F. There will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1 ¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave will not accumulate from year to year for retired teachers who may be subsequently re-employed by the Board. The parties expressly agree that this provision supersedes and replaces O.R.C. Section 3319.141.
- G. For purposes of these teachers, the parties specifically agree that to the extent that it does not conflict with the requirements of the statutes, this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and

differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

- H. Reemployed teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. Section 3307.35
- I. The parties expressly agree and fully intend this provision will supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

ARTICLE VII. EFFECTS OF THE CONTRACT

7.01 Implementation

- 7.011 The Board of Education retains and reserves unto itself the sole right to manage the operation of the schools in accordance with the rules and regulations of the State Department of Education, with the Constitution of the State of Ohio and of the United States, and in accordance with other state and federal statutes, provided that the exercise of said right is not inconsistent with the provisions of the negotiated Agreement between the Board and the Association.
- 7.012 The policies enacted by this Agreement, when adopted by the Board, shall supersede any rules, regulations or practices of the Board which may be contrary or inconsistent with the terms of this Agreement.
- 7.013 (New 9-91) The Board shall not discriminate against any bargaining unit member on the basis of gender, race, creed, color, age, marital status, or physical handicap.
- 7.014 (New 9-91) There shall be no reprisal against any employee for any action or statement made during the period this Master Agreement is being developed and any employee who participates in any grievance shall not be subjected to any reprisal because of such participation.
- 7.015 (New 9-91) If an individual contract between the Board and an employee contains any provision inconsistent with this Agreement, this Agreement shall be controlling.
- 7.016 Severability (New 10-88)

This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A) Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel, and all policies, rules and regulations of the Canfield Board of Education. However, should the State Employment Relations Board (SERB) or any court of competent jurisdiction determine, after all appeals or times for appeal are exhausted, that any provision herein is unlawful, such provision shall automatically be terminated, but all other provisions of the Agreement shall remain in full force and effect. The

parties will meet within ten (10) days after the termination to bargain over its impact and to bring this Agreement into compliance.

7.02 Duplication and Distribution (New 6-94)

7.021 Distribution of Agreement

As soon as is reasonably possible after the Parties have formally ratified this Agreement, but not later than thirty (30) days after the Parties have proofread and executed the final, camera-ready draft, the Board shall have copies of the Agreement printed and distributed to each employee. Employees hired thereafter shall also be furnished a copy of the Agreement upon employment.

7.022 Cost of Preparation of Agreement

The CEA shall bear the full cost for the labor and materials utilized in preparing the final, camera-ready draft and any subsequent amendment(s) of the Agreement. The Board shall bear the full cost for printing the Agreement from the camera-ready draft and for any subsequent amendment(s) of the Agreement.


ARTICLE VIII. DURATION

(Revised 10-88; 9-91; 6-94; 6-97; 5-00; 12-03; 6-08; 6-14; 9-17; 9-22)

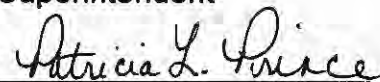
1. This agreement shall be in effect from September 1, 2022 and shall remain in full force and effect until midnight August 31, 2025.
2. This Agreement, made and entered into this 10th day of August, 2022, by and between the Canfield Board of Education, hereinafter called the Board, and the Canfield Education Association, OEA, NEA, hereinafter called the Association, for and on behalf of the employees in the Bargaining Unit set forth in Article I of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

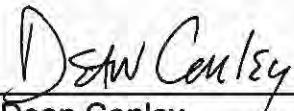
CANFIELD BOARD OF
EDUCATION

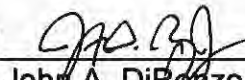
BY 
Nader G. Atway
Board President

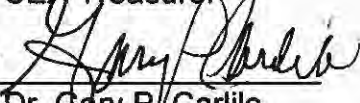
BY 
Joseph A. Knoll
Superintendent

BY 
Patricia L. Prince
Treasurer

CANFIELD EDUCATION
ASSOCIATION
OEA/NEA

BY 
Dean Conley
CEA President

BY 
John A. DiRenzo
CEA Treasurer

BY 
Dr. Gary P. Carlile
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CONSENSUS STATEMENT

JULY, 2022

During the negotiations which led to a successor agreement for the 2022 – 2025 Professional Negotiated Agreement, representatives of the Board and Association engaged in collaborative and interest based discussions surrounding a number of important issues pertaining to growing and sustaining our critical partnership and relationship. Nevertheless, certain consensus items and commitments have been developed with the understanding that the interest-based problem solving component of labor-management relations is ongoing and necessary for the betterment of the students, staff and community.

With these guiding principles, consensus developed around the following District leadership challenges:

1. **Trust:** The parties acknowledged that trust is a key component in this or any aligned labor-management relationship. The Superintendent committed, as part of these successor contract negotiations, that he, the Board and the Administration are aligned around the need to continue the process of rebuilding trust levels with the Association to acceptable levels, that actions speak louder than words, and that the Association's current attitude to "trust but verify" are understood. Consensus was reached on the overarching belief that attaining positive student outcomes and excellence for our District requires a healthy and collaborative partnership between the Board and the Association. The parties further agree that can only happen in an environment where there can be candid and open discussions of the root causes of problems/issues without fear of retribution or recrimination. While consensus cannot always be achieved on every issue, we can "agree to disagree, agreeably" and move forward in a positive direction. To facilitate our commitment to this process and to grow and sustain trust, the parties agree to engage the Federal Mediation and Conciliation Service for labor-management training for members of the District Leadership Committee during the first half of the 2022-2023 contract year. Thereafter, the DLC will consider, among other things, the propriety of such training; whether and how it might be expanded; and the development of an interest-based problem solving process for our District.
2. **Communications:** Clear and ongoing communication among and between partners to this worthy endeavor is pivotal. While there are necessary boundaries (legal, practical, etc.) that the parties acknowledge, the parties also recognize that no healthy or aligned partnership can grow and thrive without the open exchange of

meaningful information and dialogue on matters inexorably intertwined in our mutual mission. Such communication necessarily benefits all concerned, including those who we serve and who consume our educational offerings. The Board acknowledges that this communication has, for some time, not always been properly executed through this partnership prism in ways that appropriately reflect this obligation and its commitment to continuous improvement, the removal of barriers to enhanced communication, and its desire to open up the flow of information to its valued teaching professionals through the Association. This is true for programs or other initiatives that impact staff, irrespective of whether or not they are directly addressing an “increase to student achievement” as discussed in Article 5.10. The Association pledges to reciprocate with its acknowledgment that communication truly is a “two-way” street and that building better global communications channels will require time and energy on its part.

3. **New Programs and Professional Development:** The Board and Administration (“District”) agree that staff on the front lines and those who are implementing educational changes – as stakeholders – should have a significant say in the changes as well as the professional learning opportunities that are required to accomplish change. Despite positive motives, the District acknowledges past missteps in this regard. Involving teachers in change is not only best for buy-in but also best for teacher efficacy and stress management. In the educational milieu, a distinction needs to be made between simple and complex change. While “top-down” approaches may be appropriate for emergency situations or simple changes, this is not so for complex change that involves significant modifications to behavior or skills such as instructional methodology shifts, etc. These latter types of change require shared leadership (administrators and teachers working together) to accomplish meaningful directional variations in education. Long-term and complex change only occurs when there is understanding and ownership in the change as well as the necessary support for teachers to accomplish this change. Additionally, the parties agree on the importance of incremental change, i.e., that too much complex change at one time can be unrealistic and counterproductive. The District recognizes that the number of initiatives and/or change expectations needs to be at the forefront of decisions related to corresponding professional development time, content and opportunity. Furthermore, the parties agree that such professional development needs to be differentiated based on the needs of adult learners to be impactful and meaningful. Lastly, all agree that developing, identifying and utilizing internal experts (the leaders among us) for professional development should be prioritized over external experts.
4. **Academic Coaching:** As to the issue of academic coaching, the parties reached consensus on the appropriate parameters for those professionals selected to assist

peers in the development of the “craft” of instruction, pedagogy and assessment. Coaching, in this sense, means providing ground level assistance to fellow staff members by sharing expertise and knowledge – particularly in areas of educational initiatives in an evolving and ever-changing instructional landscape. As such, coaches employed by the District are intended to be a resource for other teachers to access in meeting these challenges. The District model does NOT envision an administrative role for coaches, nor does it include the issuance of directives, supervision or evaluation. As an example, while coaches should be available for consultation and assistance during a teacher’s provided planning and preparation periods, coaches do not have authority over that time and teachers retain their professional responsibility in determining how they will access guidance necessary to accomplishing their job duties.

5. **Class Size:** While clarity around best practices may be obscured, common sense indicates that class size should always be a consideration in classroom instruction, especially in the education of our youngest students. There is consensus that every effort needs to be made to balance class size numbers in the two elementary schools. Additionally, extra support needs to be strongly considered when these efforts fall short. The Association recognizes the steps (“phases”) that the District has taken to ameliorate the current class size and balance issue. The Board and Administration will continue to take those appropriate and available measures in an effort to manage class sizes within economic constraints. Those efforts and these important issues will continue to be discussed through and with the DLC. In the Middle and High School, the administration will take efforts to balance class rosters within two students, when the same class is offered at the same time, assuming there are no compelling educational reasons to do otherwise.
6. **Student Safety:** As to the troubling increase in more severe and chronic student misconduct, the parties reached further consensus on the need to continue dialogue within the context of balancing student rights issues with concerns about teacher safety and the disruption to the educational environment. Even with the additional behavioral and mental health support available in the District, a more structured and transparent process is needed to address chronic behavior. One that better balances the needs of the student with chronic behavior and the needs of other students in the classroom. All buildings have a student referral process where teachers can ask for assistance for behavior concerns. In many cases, a written plan is developed to address the concerns. This plan should be written in cooperation with the classroom teacher and the support staff in the building.
7. **Special education:** Consensus also developed around the idea that the number of IEP students who are included in general education classrooms (locally termed

inclusion or co-teaching classes) needs to be carefully considered. The District's model of adding an intervention support teacher or tutor to these classes is best-practice. However, if the numbers of IEP's students approach or exceed the number of typically developing students, the model is weakened. The District has and will continue to strive to schedule 504 students into non-inclusion classrooms and reduce the range of achievement levels by scheduling gifted students in non-inclusion classrooms, where practical. The District will endeavor to keep the numbers of IEP students below 40% in inclusion classes to maintain the integrity of the model. All, of course, with the overriding acknowledgement that student placement issues are individualized and cannot be pre-determined. Furthermore, the District's current commitment (given the present scarcity of qualified and available substitutes) is that it will only use tutors to cover classes when there is no other option and the safety of the students requires the tutor to cover. Each building will submit a plan to the Director of Special Services that outlines the process for internal coverage in the event that regular substitute teachers are not available. This will include paying teachers to cover per current contract language.

8. **School Year/School Day:** The parties found additional consensus on the desire to continue open dialogue on possible innovations to the "calendar" within which our educational mission is accomplished. With the mutual desire to enhance the educational excellence of our District, there is a similar recognition that fundamental changes to the construct of the school year and, thereby, the school day require sufficient time to review potential outcomes, assess workable models, obtain stakeholder input, and consider corresponding modifications to collective bargaining agreement language. The parties remain open to continuing this inquiry together in earnest.