09/20/2024
1493-01
24-MED-02-0167
44665

MASTER CONTRACT

Between the

CAMPBELL BOARD OF EDUCATION

and the

CAMPBELL EDUCATION ASSOCIATION

July 1, 2024- June 30, 2027

TABLE OF CONTENTS

ARTICLE		PAGE
PREAMBLE		6
I	**Recognition**	**7**
1.01	Recognition of the Association	7
1.02	Board	7
1.03	Superintendent	7
1.04	Individual Communication to Board	7
1.05	Severability	7
1.06	No Strike	8
1.07	No Lockouts	8
II	**Negotiation Procedures**	**8**
2.01	Representation	8
2.02	Directing Requests	9
2.03	Negotiation Meetings	9
2.04	Agreement	10
2.05	Impasse	10
III	**Grievance Procedure**	**11**
3.01	Definitions	11
3.02	Purpose	11
3.03	Informal Procedure	11
3.04	Formal Procedure	11
3.05	Miscellaneous	13
IV	**Seniority**	**13**
4.01	Seniority Defined	13
4.02	Continuous Service Defined	14
4.03	Seniority within Certification	14
4.04	Posting of Seniority Lists	14
V	**Reduction in Force**	**14**
5.01	Reason for RIF	14
5.02	Recall	15
VI	**Student Discipline and Teacher Protection**	**17**
6.01	Student Discipline and Teacher Protection	17
6.02	Assault Leave	18
6.03	Corporal Punishment	18
6.04	Complaint Procedure	18
6.05	Personnel File	19
6.06	Security	19
VII	**Recruitment of Professional Personnel**	**19**
7.01	The Profession	19
7.02	Recruitment and Selection	19
7.03	Selection Factors	20
7.04	Non-Discrimination	20
VIII	**Hiring of Professional Personnel**	**20**
8.01	Employment of Professional Personnel	20
8.02	Non-Discrimination	20

TABLE OF CONTENTS

ARTICLE		PAGE
8.03	Special Education	20
IX	**Part-time Teachers**	**21**
X	**Assignment of Professional Personnel**	**21**
XI	**Professional Qualifications**	**21**
11.01	Certification/Licensure Requirement:	21
11.02	Non-Degreed/Non-Certified Staff	22
11.03	Assignment within Area of Certification/Licensure	22
11.04	Filing of Certificates/License with Superintendent	22
11.05	Notification of Certification/License Expiration	22
11.06	Resignation	23
11.07	Definition of Service	23
11.08	Local Professional Development Committee	23
11.09	Resident Educator Program	24
11.10	Professional Dress	26
XII	**Rights of Teachers Under this Agreement**	**26**
XIII	**Calendar**	**26**
XIV	**Calendar Day and Preparation**	**27**
14.01	Length of School Year/Calendar Adoption	27
14.02	Work Day Defined	27
14.03	Travel between Buildings	28
14.04	Rotation of Duty Assignments	28
14.05	Contigency Days	28
14.06	Faculty Pass	29
XV	**Staff Meeting and In-Service Program**	**29**
15.01	In-Service	29
15.02	Building Meetings	29
15.03	Attendance at Board Meetings	29
15.04	Meeting Attendance	29
15.05	In-Service Committee	29
15.06	Two Hour Delay	30
XVI	**Payday**	**30**
16.01	Method of Payment	30
16.02	Treasurer Forms	30
XVII	**Teachers' Salary**	**31**
17.01	Base Salary	31
17.02	Indexed Salary Schedule	31
17.02	2024-2025 Salary Schedule	33
17.02	2025-2026 Salary Schedule	34
17.02	2026-2027 Salary Schedule	35
17.03	Longevity	36
17.04	Reemployment of Retired Teachers	36

TABLE OF CONTENTS

ARTICLE		PAGE
XVIII	**Supplemental Contracts**	**37**
18.01	Supplemental Calculations	37
18.02	Supplemental Application	37
18.03	Supplemental Salary Schedule	37
18.04	Supplemental Increase	38
18.05	Scheduled Events	38
18.06	Cheerleader Advisors	38
18.07	Season Contracts	38
XIV	**Payroll Deductions**	41
19.01	Authorized Deductions	41
19.02	Changes in Payroll Deductions	42
XX	**Fringe Benefits**	**42**
20.01	Health Plan	42
20.02	Life Insurance	43
20.03	Copies of Insurance Contracts	43
20.04	COBRA Benefits	43
20.05	IRS Section 125 Plan	44
20.06	Health Savings Acount	44
XXI	**Severance Pay**	**44**
21.01	Sick Leave as Severance	44
21.02	Per Diem Rate	44
21.03	Payment Schedule--Retired Employees	44
21.04	Death Benefits	44
21.05	Notification of Severance Benefits	44
21.06	Tax Sheltered Annuity Option	44
XXII	**Sick Leave**	**45**
22.01	Entitlement to Leave	45
22.02	Forms/Physician Statement	45
22.03	Sick Leave Advancement	45
22.04	Sick Leave Accrual	46
22.05	Calling Off Sick	46
22.06	Substitute for 3 Day Absence	46
22.07	School Cancellation/Sick Leave Charge	46
22.08	Workers Compensation	47
22.09	Sick Leave Bank	47
22.10	Family and Medical Leave	48
22.11	Bereavement Leave	448
22.12	Sick Leave Incentive	448
22.13	Sick Leave and Professional Development	48
XXIII	**Personal Leave**	**49**
23.01	Personal Leave	49
23.02	Restrictions on Use of Personal Leave	50
XXIV	**Professional Conferences and Workshop Involving Teachers**	**50**
24.01	Entitlement to Leave	50
24.02	Reimbursement	51
24.03	Leave for Tournaments	51
24.04	OEA Convention	51

TABLE OF CONTENTS

ARTICLE		PAGE
24.05	Report to Board	51
24.06	Summer Workshops	51
XXV	**Court or Jury Duty Compulsory Leave**	**52**
XXVI	**Parental Leave**	**52**
26.01	Pregnancy	52
26.02	Leave	52
26.03	Type of Leave	52
26.04	Entitlement to Leave	52
26.05	Continuation of Benefits	53
26.06	Notification of Intent to Return	53
26.07	Reinstatement Rights	53
XXVII	**Unpaid Leave of Absence for Illness or Disability**	**53**
27.01	Length of Leave	53
27.02	Entitlement to Leave	53
27.03	Qualifications for Leave	53
27.04	Notification	53
27.05	Extension of Leave	53
XXVIII	**Teacher Contracts**	**54**
28.01	Content of Contract	54
28.02	Consistent with Master Contract	54
28.03	Required Language	54
XXIX	**Extra Service Compensation**	**54**
29.01	Substitute Requirement	54
29.02	Emergency Substitute	54
29.03	Extra Service Compensation for Emergency Substitution	54
XXX	**Employee Health and Safety**	**55**
30.01	Physician Statement	55
30.02	Teacher's Physician or Board Physician	55
30.03	Board-Provided Health Examinations or Vaccinations	55
30.04	Safe and Healthful Working Conditions	56
30.05	Smoke Free Environment	56
XXXI	**Class Size**	**56**
31.01	Staffing Levels	56
31.02	Requirements	56
31.03	Class Size Limits	56
31.04	Class Size and ADM	57
XXXII	**Teacher Evaluation Procedures**	**57**
32.01	Teacher Evaluation Policy	57
XXXIII	**Rights of the Management**	**57**
33.01	Management Rights	57

TABLE OF CONTENTS

ARTICLE		PAGE
XXXIV	**Rights of the Association**	**58**
34.01	Association Financial Security	58
34.02	Communications	59
34.03	Bulletin Board Use	59
34.04	Use of Facilities	59
34.05	Use of Equipment	60
34.06	Association President's Right to Conduct Business	60
34.07	Association Leave	60
XXXV	**Posting-Requests for Transfers**	**61**
35.01	Vacancy Defined	61
35.02	Request for Voluntary Transfer	61
35.03	Involuntary Transfer/Change of Assignment	62
35.04	Bargaining Unit Preference	62
35.05	Buildings Defined	62
XXXVI	**Academic Content Standards/Model Curriculum/Data**	**62**
XXXVII	**Labor Management Committee**	**63**
XXXVIII	**No Reprisals**	**63**
XXXIX	**ESEA**	**63**
XL	**Progressive Discipline Guidelines**	**63**
40.01	Purpose of Disciplinary Action	63
40.02	Informal Discussion	64
40.03	Verbal Reprimand	64
40.04	Written Reprimand	64
40.05	Improvement Plan	64
40.06	Last Chance Agreement	65
40.07	Termination	65
40.08	Notification	65
40.09	Grievance	65
40.10	Board Rights	65
XLI	**COLLEGE CREDIT PLUS**	**65**
XLII	**Duration and Scope of the Contract**	**66**
Signature Page		66
APPENDICES		**67**
A	Grievance Form	67
B	Sick Leave Bank Enrollment Form	68
C	Request for Sick Leave Bank Days	69
D	Application for Mentor Teacher Stipend	70
E	Request for Continuing Contract Status (Tenure)	701
F	Request for Salary Advancement	702

A Document Governing Professional Negotiations in the

Campbell City School District

PREAMBLE

The Board of Education of the Campbell City School District together with the Campbell Education Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires, for effective discharge, cooperation among the Board, the Superintendent and administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent and the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if such utilizes the ability, experience and judgment of the other in resolving matters of concern which affect the quality of the educational program.

It is the purpose of this Document to establish the relationship between the Board of Education and the Campbell Education Association and to set forth an orderly procedure for consideration and resolution of matters of concern.

If at any time during the existence of this agreement it becomes evident that there is a violation of the following articles neither party shall negotiate upon the subject of the dispute until such activity has ceased.

The Board of Education and the Campbell Education Association mutually agree that: No person shall unlawfully be denied employment, reemployment, or advancement, nor shall unlawfully be evaluated on the basis of age, handicap, sex, sexual orientation, gender identity and expression, marital status, race, color, creed, or national origin.

ARTICLE I

RECOGNITION

1.01 RECOGNITION OF THE ASSOCIATION

1.011 DEFINITION OF BARGAINING UNIT: The Campbell Board of Education, hereinafter referred to as the Board, recognizes the Campbell Education Association, an affiliate of the Ohio Education Association, the National Education Association and the Northeast Ohio Education Association, hereinafter referred to as the Association, as the exclusive and sole representative for purposes of collective bargaining and grievance processing of the following full-time and part-time certificated/licensed personnel: Classroom teachers, guidance personnel, and librarian(s) employed by the Campbell Board of Education, excluding the Superintendent, Principals, and Assistant Principals, or others designated by the Board of Education as representatives of the Board. The Board agrees not to recognize and/or negotiate with any teachers' organization other than the Association for the duration of this Agreement.

The only rights and provisions governing the school nurses and part-time teachers are listed in Article VIII, Section 8.01 and 8.02, respectively.

1.012 PURPOSES: Recognition of the C.E.A. by the Board shall be for the purpose of arriving at agreements concerning personnel policies, working conditions, salaries, fringe benefits, and such items as are mutually agreed upon.

1.013 EXCLUSIVE RECOGNITION: Any other organization that wishes to be recognized as the sole bargaining representative of the certified staff shall do so in compliance with the provisions of ORC 4117.

1.02 BOARD: The Board is the locally elected body charged with the establishment of policies for public education in the Campbell City School District and is employer of all certified personnel of the school system.

1.03 SUPERINTENDENT: The Superintendent is the chief executive officer and primary professional advisor of the Board and who, as such, may participate in the negotiation process.

1.04 INDIVIDUAL COMMUNICATION TO BOARD: Any provision of this agreement will not deny any teacher the individual right to be heard through the established channel of the Board.

1.05 SEVERABILITY: If any portion of this agreement is in violation of Federal laws or laws of the State of Ohio, then that portion in disagreement shall be considered null and void without, however, impairing any other portion of this Agreement.

1.06 **NO STRIKE:** The Association and its members hereby agree that it will not call, sanction, encourage, or condone a strike, work stoppage, or other concerted action involving the withholding of services from the Board during the term of this Agreement.

Further, the Association shall actively attempt to prevent any violation of this Article. If a violation of this Article occurs, the Association shall immediately notify all employees that the strike, work stoppage, or other concerted interference with or the withholding of services from the Board is not sanctioned by the association and shall recommend that all employees return to work.

It is further agreed that a violation of the above may be sufficient grounds for disciplinary action as determined by the Board.

1.07 **NO LOCKOUTS:** There shall be no lockouts. The Board will not unlawfully discriminate against any teacher on the basis of race, age, color, creed, national origin, marital status, handicap, sex, or membership in or association with the Association.

ARTICLE II

NEGOTIATION PROCEDURES

2.01 **REPRESENTATION**

2.011 **GOOD FAITH:** Representative members of the Board or their designated administrative representatives shall meet with designated representative members of the Association to negotiate in good faith.

a. **NEGOTIATIONS TEAMS:** Representation shall be limited to not more than six representatives each of the Board and the Association, and these representatives must be named prior to each negotiating meeting.

b. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party.

2.012 **AUTHORITY TO NEGOTIATE:** While no final negotiated agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that the representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. If both parties agree to bargain during the school day, appropriate leave time will be afforded to bargaining members.

2.02 DIRECTING REQUESTS

2.021 WRITTEN REQUESTS: Requests in writing for negotiation meetings from the Association shall be made directly to the Superintendent and the Board of Education. Requests from the Board shall be made in writing to the President of the Association. Requests for meetings shall contain a description of the item(s) to be negotiated.

2.022 PERIOD OF NEGOTIATIONS: Both parties will make every effort to conclude negotiations satisfactorily within sixty (60) days from the time of receipt of the original written request.

2.03 NEGOTIATION MEETINGS

2.031 CONSULTANTS: The parties may call upon professional and lay representatives to consider matters under discussion and to make suggestions. No more than one consultant may be used by either party in any of the negotiation meetings. This does not pertain to impasse proceedings.

2.032 STUDY COMMITTEES: The parties may appoint joint ad hoc study committees to research, study, and develop projects, reports, and programs and make recommendations on matters under consideration. The committees shall report all findings to both parties. The cost for such committees shall be borne equally by the Board and the Association.

2.033 NEWS RELEASE: News releases concerning negotiation meetings must be mutually agreed upon before they are released.

2.034 COMMUNICATIONS WITH MEMBERS: Both parties have the right to communicate with their respective members on items of negotiation.

2.035 INFORMATION: The Board and Superintendent agree to furnish the Association's negotiation team, upon request and in a reasonable time both prior to and during negotiations, all available pertinent information (such information that can be legally permitted for release) excepting personal and confidential information of employees and students of the district as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers. The Association agrees to furnish all available (pertinent information) excepting personal and confidential information of employees and students of the district on its proposals to the Board's negotiation team to support the development of sound programs for the school district.

2.036 CAUCUSES: The chairperson of either group may recess his group for caucus at any time. Caucuses shall be no longer than fifteen (15) minutes of duration.

2.037 PROTOCOL: No action to coerce or censor or penalize any negotiations participant shall be made or implied by either party as a result of participation in the negotiation process. The meeting shall be conducted on a high professional level.

2.038 ITEM AGREEMENT: As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party.

2.039 SCHEDULE OF MEETINGS: Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

2.0310 RECESSES: The Chairperson of either group may call a recess when it appears no more meaningful discussion can be accomplished. Such recess should not exceed 48 hours, unless by mutual agreement.

2.04 AGREEMENT: When the participants reach agreement, such agreement shall be reduced to writing and signed by members of each negotiating committee. Within five (5) working days thereafter, said agreement shall be submitted to a membership meeting of the C.E.A. for ratification. If such membership ratifies said agreement by a simple majority vote of those voting thereon, upon written certification by the President of the C.E.A. of such ratification to the Superintendent, the Board shall consider the ratification at its next meeting. If no regular meeting is scheduled within five (5) working days, a special meeting will be scheduled for the purpose of a ratification vote.

2.05 IMPASSE

2.051 MEDIATION: Should the C.E.A. and the Board be unable to reach an agreement within sixty (60) working days (unless the parties mutually agree to an extension of time) either party may declare impasse and may request, the services of the Federal Mediation and Conciliation Services (FMCS) to provide a mediator to assist the parties in reaching agreement.

2.052 COST OF MEDIATION: Each party shall bear its own costs incident to mediation and shall share equally any direct costs charged by the mediation service, if any.

2.053 RIGHT TO STRIKE: The Association shall have the right to strike, pursuant to ORC 4117.149D (2), once the contract has expired and the impasse procedure has been utilized. The parties agree that this provision in the mutually agreed upon dispute settlement procedure pursuant to ORC 4117.14 (E) if the parties reopen any provision of this contract, the Association shall have all rights under 2.053 of this contract.

ARTICLE III

GRIEVANCE PROCEDURE

3.01 DEFINITIONS

3.011 GRIEVANCE: A grievance shall mean a claim by a bargaining unit member of an alleged violation, misinterpretation, or misapplication of this Agreement.

3.012 GRIEVANCE PROCEDURE: A grievance procedure is a method by which a member of the bargaining unit can process a complaint, problem, or dispute without fear of reprisal.

3.013 AGGRIEVED PARTY: An aggrieved party is a member of the bargaining unit, or the Association on behalf of members of the bargaining unit, having a grievance.

3.014 PARTIES IN INTEREST: Parties in interest shall be the building principal and/or the party directly involved in a given level of procedure.

3.015 DAYS: The term days shall be counted as calendar days, excluding weekends and holidays.

3.02 PURPOSE: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.

3.03 INFORMAL PROCEDURE

3.031 An aggrieved party shall first discuss his/her grievance with his/her immediate superior, if applicable, and the building principal with the objective of resolving the matter informally within twenty (20) days of the incident causing the grievance.

3.032 The immediate supervisor must respond to the grievant within five (5) days of the informal meeting.

3.04 FORMAL PROCEDURE

3.041 Level One–IMMEDIATE SUPERVISOR

a. Should the aggrieved party not be satisfied with the response from his/her immediate supervisor at the informal level, he/she shall within ten (10) days file the grievance with his/her immediate supervisor using the CEA Grievance form.

b. Within five (5) days following the filing of a formal grievance, the aggrieved shall meet with the immediate supervisor for the purpose of obtaining and providing information pertinent to the case. Within five (5) days the immediate supervisor must render a written decision.

c. If the aggrieved party and the immediate supervisor agree upon the resolution of the grievance at this meeting, the immediate supervisor's report is to be written and agreed to by both parties at that time. If not, the grievance goes on to Level Two.

3.042 Level Two-SUPERINTENDENT

a. Within ten (10) days of written notification that a grievance still exists the Superintendent, or his/her designated representative, shall conduct a hearing involving all parties.

b. Within five (5) days of the hearing the Superintendent shall issue a written decision.

c. If the aggrieved party and the Superintendent agree upon the resolution of the grievance, the grievance shall officially be withdrawn.

d. If the matter is not resolved as outlined in the above-mentioned procedure then the grievant may elect to proceed to the next level of the process (arbitration) upon approval of the CEA grievance committee, as described in the CEA Constitution.

e. Within five (5) days of meeting the Grievance Committee Chair or his/her representative shall notify the Superintendent or his/her representative in writing of the Committee's official decision.

3.043 Level Three-ARBITRATION

a. Within ten (10) days after receiving the official notification of the Grievance Committee as described above, the CEA must submit the grievance to arbitration. The parties shall contact the American Arbitration Association for a list of seven (7) arbitrators and shall select an arbitrator by the alternate strike method. Both parties have the right to request a second list of arbitrators.

b. Once an arbitrator is selected, the arbitrator shall conduct a hearing, under AAA rules, and render a decision which shall be binding. The Arbitrator shall not add to, modify, or change the language of the Master Agreement.

c. The Losing party shall bear all costs of arbitration. In the event that the arbitrator does not declare a clear winner or loser, the parties shall equally bear the costs of arbitration.

3.05 MISCELLANEOUS

3.051 TIME LIMITS: The number of days indicated at each step is considered optimum. The time limits specified may, however, be extended by written agreement of the parties.

Failure of the Administration to notify the aggrieved of a decision they have made on a grievance at any level will permit the grievance to proceed to the next step.

3.052 GRIEVANCES FILED AFTER MAY 15: In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon as possible.

All other grievances submitted after May 15 of a school year shall be processed at a time mutually agreeable to the parties, but no later than the beginning of the next school term.

3.053 REPRESENTATION: A CEA Representative may be present at any level of the grievance procedure if the aggrieved individual(s) wish such representation.

3.054 ASSOCIATION PARTICIPATION: The Association President shall be informed of and invited to any meetings attended by the aggrieved party which deal with the processing or resolution of a grievance. The CEA President shall receive a copy of the grievance trail.

ARTICLE IV

SENIORITY

4.01 SENIORITY DEFINED: Seniority shall be determined by the type of contract and the length of continuous service in the Campbell City School System. Teachers with continuing contracts will have greater seniority than teachers with limited contracts. One hundred and twenty (120) working days or more of continuous service in any one school year shall give a member of the bargaining unit one full year of service. Employment in Federal Programs offered by the Campbell School System will be counted towards seniority. Among those with the same length of continuous service, greater seniority shall be given in the following manner.

1. Greater seniority shall be given to the member of the bargaining unit hired at the earlier Board meeting.

2. If the members of the bargaining unit still have the same seniority, the teacher who filed the earlier dated and completed job application, a dated letter of application, or a dated resume shall have greater seniority.

3. In the event that a tie remains, a coin flip shall be conducted to determine which member is more senior.

4. Auxiliary service personnel shall be excluded from the Campbell City Schools seniority list.

4.02 **CONTINUOUS SERVICE DEFINED:** Continuous service will not be interrupted or affected by authorized leaves of absence, positions in Federal Programs, or time on the recall list due to reduction in force. The continuous service of a teacher who has returned to employment following resignation, non-renewal not related to reduction in force, termination or retirement will be measured from the date of return. A member of the bargaining unit on an authorized leave, or the recall list following a reduction in force shall not accrue additional continuous service.

4.03 **SENIORITY WITHIN CERTIFICATION:** All members of the bargaining unit shall be placed on a seniority list in each area of certification. Each bargaining unit member shall be placed on all lists for which he/she is certified.

4.04 **POSTING OF SENIORITY LISTS:** The seniority lists shall be made available to the Association President and the principal of each building in the school system on February 1. The purpose of making the seniority lists available to each principal is to provide accessibility of the lists at the buildings for any teacher who would like to view the seniority lists.

ARTICLE V

REDUCTION IN FORCE

5.01 **REASON FOR RIF:** A reduction in force shall mean the layoff of a teacher by the suspension of contract, in whole or in part as described in R.C. 3319.17. Any reduction in force shall be implemented for any of the reasons and in accordance with the procedures in R.C. 3319.17, unless the procedures are otherwise prescribed herein in a manner which does not conflict with R.C. 3319.17. A reduction in the number of bargaining unit positions may be accomplished either through a reduction in force or through attrition as attrition is described in paragraph 5.011 herein. The requirements of R.C. 3319.17 prevail over any conflicting provisions herein.

5.011 ATTRITION: The number of persons affected by a reduction in force will be kept to a minimum through attrition by not employing replacements for employees who die, resign, retire, take leaves of absence, are non-renewed, and are terminated under O.R.C. 3319.16.

5.012 ORDER OF RIF: Reductions not achieved through attrition will be made in accordance with the R.C. 3319.17. If it becomes necessary to reduce additional staff, within each affected teaching field (certification/licensure) the reductions will be by suspension of limited contracts in the order of least senior to most senior only in circumstances when choosing between teachers with comparable evaluations. If additional reductions are still necessary suspension of continuing contracts in order of least seniority to greatest seniority shall occur only in circumstances when choosing between teachers with comparable evaluations. Comparable evaluations shall be based on the teacher's final summative rating. In the event a teacher does not have any prior District final summative rating (e.g. a first-year teacher), the most recent formal observation rating will be considered to assign a rating to the individual.

5.013 CRITERIA FOR RIF: The Board recognizes that whenever it becomes necessary to implement a reduction in force, the exclusive criteria for determining retention or suspension of contract shall be the affected teaching field(s) (certifications/licensure), type of contract, final summative evaluation rating and seniority.

5.014 NOTIFICATION TO ASSOCIATION PRESIDENT: Prior to action by the Board to suspend the contracts of those members of the bargaining unit affected by the reduction in force, the Association President will be given a list of the employees to be affected by the reduction.

5.02 RECALL: Teachers whose contracts are suspended due to a reduction in force shall be placed on a Recall List by type of contract, final summative evaluation rating, seniority and type of certification. The Recall List shall list all teachers in order of continuing contracts before limited contracts, final summative evaluation rating, greater seniority before less seniority and by areas of certification. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between teachers with comparable evaluations. When selecting among teachers with comparable evaluations, any teacher unemployed as a result of a staff reduction will be recalled in reverse order of being released, provided the teacher is properly licensed. In these circumstances, continuing contract teachers would be recalled before limited contract teachers.

5.021 VACANCIES PRIOR TO MARCH 1: When a vacancy occurs after the first student day of the school year and prior to March 1, the teacher first on the Recall List in the order described above in section 5.02 with the appropriate area of certification to fill the vacancy, and preference given to continuing contracts over limited contracts, shall be offered the position for the remainder of the school year within fourteen (14) days by sending a registered or certified letter to said teacher at his/her last known address.

5.022 NOTIFICATION TO BOARD: It shall be the responsibility of each teacher on the Recall List to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or notice to a teacher.

5.023 REJECTION OF RECALL: If the teacher fails to accept the offer of reemployment in writing within five (5) business days, said teacher shall be removed from the Recall List.

5.024 RIGHTS UPON RETURN TO ACTIVE DUTY: A teacher on the Recall List shall upon accepting an offer of reemployment return to the system with the same seniority, accumulation of sick leave days and salary schedule placement as the teacher had when his/her contract was suspended.

5.025 PREFERENCE: No new teachers shall be employed by the Board while there are teachers on the Recall List who are certified for that opening of a teaching position which may be filled by a new teacher.

5.026 TIME ON RECALL LIST: Teachers whose limited contracts have been suspended will remain on the Recall List for a period of 28 months following their last day of actual service to the district. Teachers whose continuing contracts are suspended shall remain on the Recall List indefinitely. Teachers may only be removed from the Recall List if they refuse a full-time position from the Campbell School District or fail to respond to an offer of a full-time position within five (5) business days.

5.027 COBRA BENEFITS: During the period that the bargaining unit member is on the Recall List, he/she may continue any or all of his/her group insurance benefits pursuant to and by complying with the federal law (COBRA) guidelines.

5.028 SENIORITY ACCUMULATION: A bargaining unit member on the Recall List shall not accrue additional seniority, but will retain all seniority accumulated through the last day of service before his/her contract was suspended.

5.029 RECALL LIST ADJUSTMENT: The Board shall provide the Association President with a copy of the Recall List on request and shall send a written notice to the Association President whenever any adjustment is made to the Recall List.

ARTICLE VI

STUDENT DISCIPLINE AND TEACHER PROTECTION

6.01 **Student Discipline and Teacher Protection:** Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students but they shall be charged with responsibility for following the IEP and provisions under ADA (American Disabilities Act). Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

It is recognized that discipline problems are less likely to occur in classes which are well disciplined, well prepared and taught, and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such reasonable measures as are necessary to protect himself/herself from attack or to prevent injury to another student.

The basic responsibility for procedures for maintaining classroom discipline lies with the teacher.

When the actions of a student are clearly disruptive to the educational process, exclusion from class may be necessary. When the pupil has not responded satisfactorily to normal classroom discipline procedures, the pupil is to be referred to the proper administrator. Students excluded from such purposes will not normally be returned to the same class during the same period and return should occur only after a personal contact is made with the teacher by the administrator involved. The administrator shall exercise good judgment and administer corrective measures.

Any case of assault upon a teacher shall be promptly reported to the proper administrative authority. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

Teachers should very seriously consider providing adequate comprehensive public liability insurance for their protection. Coverage shall be sufficiently broad to protect teachers involved in extra-curricular activities carried on directly or indirectly under the auspices of the Board or its representatives and should include protection against risk of injury from unusual hazards incident to supervising students.

6.02 **ASSAULT LEAVE:** A bargaining unit member who is absent due to physical disability which resulted from an assault (except among employees) arising out of and/or in the course of performing his/her school duties shall be maintained on full pay status during such disability up to a maximum of ten (10) working days or until the first day for which the employee receives Worker's Compensation benefits, whichever is sooner.

Such employee shall prepare and file with the Superintendent and Treasurer a signed statement describing the facts warranting the use of assault leave.

If medical attention is obtained, or if the absence is for five (5) days or more, the employee shall also file with the Superintendent a certificate from a licensed physician stating the nature of the disability and its probable cause. If deemed necessary, the Superintendent may request an examination by the school physician.

The use of assault leave shall not be charged against accumulated sick leave. To be eligible for such leave, the bargaining unit member shall apply for benefits by the State of Ohio under Worker's Compensation. The bargaining unit member shall submit to the Treasurer of the Board all compensation received from such plan for any days charged to assault leave.

6.03 **CORPORAL PUNISHMENT:** Since corporal punishment is no longer a means of discipline in the Campbell City Schools, no bargaining unit member may administer corporal punishment. A staff member may, however, use physical force when it is essential for self-defense or the protection of other persons or school property.

6.04 **COMPLAINT PROCEDURE:** When an oral or written complaint is made by a student(s) or the parent(s) of a student or any other member(s) of the public concerning a bargaining unit member, the member shall be informed of the complaint by his/her principal within three (3) working days, or as soon as possible in the event of teacher or principal absence, or the complaint shall become null and void. The member of the bargaining unit and the principal shall attempt to resolve the complaint. The bargaining unit member shall have the right to Association representation at any or all meetings which might be held subsequent to the initial notification of the complaint.

6.05 **PERSONNEL FILE:** All members of the bargaining unit shall be afforded the right to examine their personnel file upon request and to make additions of pertinent rebuttal material in accordance with Section 1347 of the Ohio Revised Code. A bargaining unit member may be accompanied by an Association representative to view and/or copy any materials in the file. There shall be no more than one (1) official personnel file maintained for each employee and such file shall be maintained in the personnel office.

All materials in the file must be job-related in nature and shall not be intentionally inaccurate, non-factual or misleading. No material from any anonymous source may be placed in the personnel file. A bargaining unit member shall have the right to submit any such materials directly to arbitration in accordance with Level Three (3) of the grievance procedure.

Except for evaluations and letters of recommendation, any materials, at the request of the employee, shall be expunged after three (3) years of placement in the file.

6.06 **SECURITY:** Each school building in the district should secure as many entrances as possible to promote safety within the building from unwanted visitors. As many existing doors that can be locked from outside entrance that will not create an inconvenience to the daily operation of the building, shall be locked. Signs requiring visitors to immediately report to the school office shall be affixed to every entrance door accessible to the public. Doors that are not designated as entrances shall be posted as such.

ARTICLE VII

RECRUITMENT OF PROFESSIONAL PERSONNEL

An outstanding educational program in this school system is dependent upon the employment and retention of the best qualified professional personnel. This will be accomplished by giving careful consideration to qualifications and by providing attractive salary schedules, adequate facilities, and good working conditions.

7.01 **THE PROFESSION:** The Board encourages men and women to enter the profession of education in this community and to make it their career. Currently employed professional personnel share a common responsibility for supporting this position.

7.02 **RECRUITMENT AND SELECTION:** Teacher recruitment and selection is the responsibility of the Superintendent. Principals will assist him as needed. General staff recruitment and selection is the responsibility of the administrative staff.

7.03 **SELECTION FACTORS:** Factors which influence selection of professional personnel are as follows:

a. Training and certification
b. Professional competence
c. Personality and compatibility
d. Suitability for the position
e. Professional attitude

7.04 **NON-DISCRIMINATION:** The Board of Education follows the practice of employing professional personnel without regard to age, handicap, sex, sexual orientation, gender identity and expression, marital status, race, color, creed, or national origin.

ARTICLE VIII

HIRING OF PROFESSIONAL PERSONNEL

8.01 **EMPLOYMENT OF PROFESSIONAL PERSONNEL:** The Superintendent is responsible for the selection and recommendation for employment of all employees in the Campbell City Schools. The Board may disapprove any recommendation made by the Superintendent, but it may employ personnel only on the recommendation of the Superintendent.

8.02 **NON-DISCRIMINATION:** Age, race, sex, sexual orientation, gender identify, and expression, marital status, handicap, creed, color, or national ancestry shall not be unlawfully considered in appointment, assignment, promotion, salary determination, or other terms of employment. The process of staff selection or promotion shall be free from pressures considered detrimental to the best conduct of the schools. This policy is based upon the following principles:

1. Ability to fulfill the responsibilities of the position efficiently as judged by all pertinent standards is the sole basis of selection;

2. The use of political, social, or other pressures automatically disqualifies the applicant for position from any further consideration.

8.03 **SPECIAL EDUCATION:** Each special education teacher will remain in the special education department for a period of no less than four (4) years.

ARTICLE IX

PART-TIME TEACHERS

9.01 Part-time teachers shall be defined as teachers hired to teach less than full time. Part-time teachers shall be prorated based on the teacher's schedule.

9.02 Planning time shall be prorated based on teaching schedule.

9.03 Part-time teachers are entitled to the specific rights delineated in this Article or specifically designated for part-time teachers elsewhere in this Contract.

9.04 Part-time teachers shall be entitled to sick leave in accordance with provision in this Contract, Article XXI on a prorated basis.

9.05 Part-time teachers shall be entitled to three (3) personal days per school year on a prorated basis.

9.06 Part-time teachers are eligible for insurance fringe benefits specified in this Contract, based on a prorated basis plus cost as delineated in insurance provisions.

9.07 Part-time teachers will be evaluated using the same Evaluation Tool that is used to evaluate other bargaining unit members.

9.08 Part-time teachers are entitled to use the Grievance Procedure contained in this contract for the enforcement of said rights.

ARTICLE X

ASSIGNMENT OF PROFESSIONAL PERSONNEL

Teachers assigned to a position due to a response to a posted vacancy will be done in accordance with Article XXXIV of this Agreement.

Vacancies or newly created positions in which no internal interest is present will be filled upon recommendation to the Board by the Superintendent in accordance with Board Policy and state law.

ARTICLE XI

PROFESSIONAL QUALIFICATIONS

11.01 **CERTIFICATION/LICENSURE REQUIREMENT:** Both the Board and the Association agree to the importance of having a properly certified teacher. Therefore, the Board will make every effort to contract according to State requirements only teachers who meet the full certification requirements of the State of Ohio.

11.02 **NON-DEGREED/NON-CERTIFIED STAFF:** Teachers who do not possess a degree or are not certified by the State Board of Education, as the term is defined by the State Board of Education, shall be eligible for renewal of contract at the sole discretion of the Board of Education.

11.03 **ASSIGNMENT WITHIN AREA OF CERTIFICATION/ LICENSURE:** Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates. No contracts or contractual agreements will contain a general description of the teaching assignment.

The notification of teacher assignment to his/her respective building and teaching area (grade, subject, courses), new instructional techniques, or any pertinent information relating to his/her preparation for the coming school year shall be communicated in writing to the teacher by July 15. The notification of teacher assignment for the second semester shall be communicated in writing to the teacher no later than December 15.

Teachers shall be notified of schedule and assignment changes if they occur after notification of assignment has been sent out. Both parties acknowledge the authority of the Superintendent to reassign any teacher's duties to meet any emergency situation.

11.04 **FILING OF CERTIFICATES/LICENSE WITH SUPERINTENDENT:** Newly employed teachers in the Campbell School System must have on file in the Superintendent's office prior to October 15th, a valid teaching certificate/license and an up-to-date transcript of credits certifying the highest degree obtained. No increases in salaries will be made after October 1st for any teacher who was employed on a full-time basis the previous year nor after October 15th for new teachers.

Salaries established prior to receipt of official transcripts, certificates, or record of employment may be adjusted if such records do not substantiate the evidence upon which such contract is predicated.

11.05 **NOTIFICATION OF CERTIFICATION/LICENSE EXPIRATION:** The responsibility for being properly certified to teach in the Campbell City Schools rests solely with the individual teacher. The Board as a courtesy will continue its present practice of informing the teachers of this responsibility and the manner in which it may be fulfilled. Beginning July 1, 2018 and for the life of this contract, the Campbell Board of Education shall reimburse $100 for the renewal fee of the teaching license for all bargaining unit members, providing the license being renewed is the one under which the teacher is currently employed. To receive

the $100 reimbursement, the member must apply for said license before March 1st in the year in which it is due to be renewed and the license must be received.

11.06 **RESIGNATION:** Teachers who are leaving the district, are contemplating leaving the district, or are requesting a leave of absence for any reason, have an ethical responsibility to report this to their immediate supervisor and Personnel Office at the earliest possible date. This early reporting will enable the Personnel Office to obtain a competent replacement.

Individuals who are submitting their resignation for retirement purposes will receive an additional $500 in severance pay if the resignation is received in writing in the Superintendent's office by March 31st of the retiring year and said employee completes the current school year contract. Fringe benefits of retiring personnel shall cease upon their effective date of retirement with STRS.

11.07 **DEFINITION OF SERVICE:** "Years of Service", as defined by the Board of Education including ORC 3319.09.

a. All years of teaching service in public schools, regardless of training level, with each year consisting of at least one hundred twenty (120) working days within one school system under a limited or continuing teacher's contract.

b. A year of military service shall be considered to consist of a minimum of eight months of continual active duty.

11.08 **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE:** A local five (5) member Professional Development Committee shall be established by March 15, 1998 in accordance with the law. The Association shall be a full and equal partner in the planning, development and implementation of the law as it relates to the Campbell LPDC. At the close of the school year, the committee shall submit a report of its activities, structure and plans to the Campbell Board of Education and the Campbell Education Association President for review. The final agreed upon structure and plans shall be added to this agreement by memorandum of understanding. LPDC plans and activities shall be submitted by bargaining unit members via HR Kiosk.

Appointment of bargaining unit members to the LPDC shall be made by the Association President.

Compensation for the five members shall be set at $1,000.00 per year, plus $200.00 per year to be paid to the member designated as Chairperson to be paid in two payments, the first no later than December 31 and the second no later than June 30. Appropriate documentation must be submitted prior to payment. Payment will not be included in bargaining members' regular pay.

11.09 RESIDENT EDUCATOR PROGRAM:

Definitions

a. Mentor Teacher - a teacher who will provide formative assistance to a Resident Educator.

b. Resident Educator - a teacher with a provisional license who will be provided formative assistance by a Mentor Teacher.

c. Formative Assistance - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assistance consists of collaboration among professionals to provide adequate diagnosis and assistance to support individual professional achievement.

11.1001 Minimal Selection Criteria for Consulting Teachers

a. The Mentor Teacher must have tenure status and have a minimum of five (5) consecutive years of teaching experience in the district.

b. The Mentor Teacher must be properly trained to act as a mentor, particularly through the Ohio Department of Education Instructional Mentoring program.

c. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.

d. The building principal shall be responsible to assign, on a rotating basis, trained Mentor Teachers from within the building, to Resident Educators.

11.1002 Responsibilities

a. The Mentor Teacher, in concert with the Resident Educator, shall develop a formative assistance plan for the assigned Resident Educator. Such plan shall include skill enhancement and those areas defined by the Mentor Teacher and Resident Educator.

b. A plan for release time shall be provided by the Mentor Teacher for approval by the principal so that substitutes may be scheduled.

11.1003 Restrictions

a. The jointly developed formative assistance plan shall not be developed or utilized as a remediation program.

b. No Mentor Teacher shall participate in any informal or formal evaluation of a Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a Resident Educator.

c. All interaction, written or oral, between the Mentor Teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.

11.1004 Protections

a. 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.

b. No Resident Educator shall be required to remain in a Resident Educator program if they possess a professional teaching license.

In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

Additionally, any bargaining unit member who participates in the program must successfully meet the requirements of the program given the District supports the program.

11.1005 Compensation

a. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building principal. The maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.

b. Coverage needs brought on by exceptional circumstances will be provided by alternate methods to be determined jointly by the building principal and Mentor Teacher.

c. In addition to the mutually agreed upon release time, each Mentor Teacher shall receive a stipend of $500.00 for each Resident Educator. The stipend is to be paid in June of that school year. The lead Mentor Teacher shall receive a stipend of $1000.00. Payment will not be included in bargaining members' regular pay.

d. The Mentor Teacher will complete the available form. This form will be turned in to the Treasurer's office by the teacher's last working day for the contract year that the bargaining unit member was assigned the position of Mentor Teacher.

11.1006 Program Review/Revisions

a. A program review committee may consist of all Ohio Department of Education Instructional Mentoring program trained teachers in the district and all building principals. The committee shall meet within the first month of each school year and once more prior to May 1st to assess and evaluate the Resident Educator Program.

b. Recommendations of the committee may be submitted in the form of a written report to the Association and the Superintendent not later than May 15.

c. Association and Board representatives may meet to discuss the recommendations prior to the next school year. Any changes in the program must be mutually agreed to by the Committee.

11.10 **PROFESSIONAL DRESS:** Both the Board and the Association agree to the importance of dressing in a professional manner to facilitate the educational process. Towards that end, teachers are to show good judgment and dress according to both the dictates of their particular job and the environment in which they teach. Dress should be business casual at a minimum.

ARTICLE XII

RIGHTS OF TEACHERS UNDER THIS AGREEMENT

All existing Board policies, instructions, or handbooks shall in no way limit the rights granted teachers in this contract. Any portion of existing documents that are found to be inconsistent with the provisions of this contract shall be modified or deleted to correct the inconsistency.

ARTICLE XIII

CALENDAR

The Association shall be requested to submit a proposed calendar to the Superintendent by March 1st of each year. The Association President shall participate in the discussion of calendar proposals with the Administration.

The Administration shall present to the Association at least two suggested calendars. Strong consideration will be given to the calendar recommended by the C.E.A.

ARTICLE XIV

CALENDAR DAY AND PREPARATION

14.01 **LENGTH OF SCHOOL YEAR/CALENDAR ADOPTION:** The school year shall consist of 183 days. The Board shall provide time for teacher input through the Association prior to adoption of the annual school calendar. Once the calendar is adopted, any modifications, throughout the year shall have the concurrence of the Association. The withholding of concurrence by the CEA shall not prevent the required make-up of days due to contingencies or other causes.

14.02 **WORK DAY DEFINED:** During the term of this contract, the teachers' work day shall be seven (7) hours and fifteen (15) minutes which is inclusive of thirty (30) minutes continuous, duty free, uninterrupted lunch and one daily planning and preparation period equal to one teaching period. In some instances, the day may be extended on very short notice.

14.021 Any percentage increase in the teachers' work day over 7 hours and 15 minutes automatically increases the salary by the same percentage unless the teachers' work day has been extended to make up missed days/instructional time due to contingencies to be made up.

14.022 Student daily contact time will be determined by the master schedule as established each school year by the building principal, as long as the 30-minute continuous, duty free, uninterrupted lunch and a 40-minute daily planning period, the total work day does not exceed seven (7) hours and fifteen (15) minutes. Thus, the administration reserves the right to establish the most effective daily master schedule (bell schedule) that best suits the needs of the students, but yet protects the rights of the bargaining unit members as described in this Article.

The purpose of this administrative right to establish an effective daily master schedule is to allow the administration to enhance the curriculum and meet the needs of the students.

14.0221 Those teachers attending NEOEA day events within the district shall be required to work 8:00 AM to 1:00 PM. In lieu of attendance on NEOEA day, teachers may elect to work 8:00 a.m. to 1:00 p.m. on a day in August prior to "Opening Day."

14.023 ATTENDANCE AT SPECIAL EVENTS: Teacher assignments are made during the hours that children are expected in school. However, teachers are required to attend three (3) after school special events. One event will be Open House for K-6 teachers; one will be commencement for 7-12 teachers.-The price or fee to attend such an event shall be waived for the teacher. The second will be a building-specific event where a principal will provide a list of events for teachers to sign up. The third event will be at the teacher's discretion as long as it's a District-sponsored event occurring within the boundaries of the District.

14.024 NOTIFICATION OF STUDENT PROGRESS: It is the teacher's responsibility to properly inform parents as to the progress of their children in school and through personal contact, offer suggestions as to how improvement, if needed, can be brought about.

14.025 CONFERENCES: Conferences shall be arranged so that they do not conflict with the teacher's instructional time.

14.026 TEACHER LOADS AND PREPARATIONS: Within departments, exclusive of special situations such as Special Education, Art, etc., the administration will strive to balance teacher loads and preparations.

14.03 TRAVEL BETWEEN BUILDINGS: Any staff required to travel between buildings for assignments shall be provided twenty (20) minutes travel time which would not overlap thirty (30) minutes lunch or preparation time above.

14.04 ROTATION OF DUTY ASSIGNMENTS: All non-teaching duties shall be assigned on a rotation basis among staff whenever possible as deemed appropriate by the building principal.

14.05 CONTINGENCY DAYS: Upon mutual agreement of the parties, the Board will adopt five contingency days as part of the school calendar. The Board will consult with the CEA regarding any additional makeup days/hours beyond five as to the date / times of said make-up days/hours. The parties shall consider other bargaining units, county units, transportation, etc. in their deliberations. The Board shall make the final decision regarding makeup days/hours after consideration of the CEA's recommendations.

Dependent on additional hazardous weather conditions and/or other contingency, the Board retains the latitude to grant additional contingency days/hours while still meeting the statutory requirements for a minimum school year, as set forth in Revised Code Section 3313.48

The Board shall not be required to compensate teachers for days/hours made up beyond the scheduled calendar year in order for the Board to comply with the state-mandated minimum school year.

If the district declares a two (2) hour delay, all bargaining unit members shall report to work no later than two (2) hours after his/her normally scheduled start time.

14.06 **FACULTY PASS:** Bargaining unit members shall receive a pass from the athletic department to attend home athletic events without paying. This pass can only be used by the bargaining unit member to whom it was issued. When a bargaining unit member uses this pass, he/she is expected to act in the capacity of a teacher and assist in maintaining student discipline when necessary, at the athletic event.

ARTICLE XV

STAFF MEETING AND IN-SERVICE PROGRAM

15.01 **INSERVICE:** There shall be a minimum of two (2) full day in-service meetings in the school year.

15.02 **BUILDING MEETINGS:** There shall be up to two regularly scheduled building meetings each month, not to exceed ten (10) per school year, as set by the building principal at the beginning of the year. The agendas for these monthly meetings may be decided upon cooperatively by the staff and the building principal. These meetings shall not exceed forty-five (45) minutes in length from inception, unless deemed necessary by the building principal and building CEA representative, cooperatively.

15.03 **ATTENDANCE AT BOARD MEETINGS:** Each teacher is encouraged to attend at least one (1) regular meeting of the Board each school year.

15.04 **MEETING ATTENDANCE:** Teachers are to attend each meeting for which they are scheduled unless otherwise excused by the building principal.

15.05 **IN-SERVICE COMMITTEE:** Recommendations from teachers, BLT members, and DLT members shall be considered when planning in-service activities for the school year. Scheduled activities must be based on BLT improvement plans, DLT improvement plans, and CCIP goals. Decisions and/or recommendations made by the above-mentioned committees may not supersede or contradict with the collective bargaining agreement, unless otherwise mutually agreed upon.

If there are an insufficient number of volunteer teachers, it becomes the responsibility of the building principals to select the appropriate number of committee members from their respective buildings.

All meetings will take place during the school year with release time provided for all committee members, when deemed appropriate by the principal upon request

from the committee. Committee members will determine content and format of the in-service sessions.

The committee's plan, with scheduled release time, is to be submitted to the Ohio Department of Education in order to receive approval for waivers on required length of school day and/or total number of days required for students.

15.06 **TWO (2) HOUR DELAY/EARLY RELEASE IN-SERVICE:** (exclusive of safety issues) Bargaining unit members must work their regular schedule on any day(s) in which a two-hour delay/early release in-service should occur. These days are exclusive of two-hour delays/early release days that are called contingency days. One (1) two-hour delay shall be granted to the staff on the last day of the first three (3) grading periods.

ARTICLE XVI

PAYDAY

16.01 **METHOD OF PAYMENT:**

1. TWENTY-SIX (26) equal pays in the year.

   Notification of Direct-Deposit shall be no later than every other Friday, with the first pay of the new school year occurring two weeks after the official start of school for that year.

16.011 **DIRECT DEPOSIT OPTION:** Direct deposit of regular paychecks shall occur for all bargaining unit members. A bargaining unit member may choose to have his/her paycheck deposited to any financial institution in the Automated Clearing House (ACH) System. Bargaining unit members may use no more than two accounts for deposits. For example, a bargaining unit member may choose to have $XXX/percentage deposited into his/her savings account and the balance to his/her checking account. These different deposits can be made to different financial institutions. Direct deposit funds will be available at bank opening on payday.

A bargaining unit member may change financial institutions during the contract period, but must allow 30 days for the changes to be made through the Treasurer's office and through the ACH.

16.02 **TREASURER FORMS:** All employees will be required to complete the forms requested by the Treasurer prior to receiving the initial pay at the beginning of each school year.

ARTICLE XVII

TEACHERS' SALARY

17.01 **BASE SALARY:** Effective the first teacher workday of the **2024-2025** year, the BA base salary (Column I, step 0--1.00 Index) the teachers' indexed salary schedule shall be increased 2%.

Effective the first teacher workday of the 2025-2026 year, the BA base salary (Column I, step 0--1.00 Index) the teachers' indexed salary schedule shall be increased 2.5%.

Effective the first teacher workday of the 2026-2027 year, the BA base salary (Column I, step 0--1.00 Index) the teachers' indexed salary schedule shall be increased 3%.

Effective July 1, 2015, salaries for Tutors, Home Instruction Tutors, Summer School Instructors, and After School Intervention Instructors will be $22.00 per hour. Curriculum/Course of Study/Other In-service at a rate of $17.00.

17.02 **INDEXED SALARY SCHEDULE:** For the term of this contract, all teachers shall be placed correctly on the following indexed salary schedule and paid in accordance with that placement.

17.021 COLUMN I: Bargaining unit members who have received a bachelor's degree from an accredited college or university.

17.022 COLUMN II: Bargaining unit members who have received a five (5) year Bachelor's degree or the equivalent or more of 150 semester hours or 225 quarter hours from an accredited college or university. Any teacher earning 30 or more semester hours, 45 or more quarter hours, or any proportional combination thereof subsequent to receiving a Bachelor's Degree, would be placed on Column II.

17.023 COLUMN III: Bargaining unit members who have received a Master's degree from an accredited college or university.

17.024 COLUMN IV: Bargaining unit members who have received 30 or more additional semester hours, 45 or more additional quarter hours, or any proportional combination thereof from an accredited college or university subsequent to receiving a Master's degree.

17.025 COLUMN V: Bargaining unit members who have received a Doctorate in Education from an accredited college or university.

17.026 Effective July 1, 2024, semester and/or quarter hours referenced herein shall not count toward horizontal column movement if like, similar, or repeated

courses within a program are taken, unless approved by the Superintendent. Semester and/or quarter hours paid for and pending and/or completed prior to July 1, 2024, shall count toward horizontal column advancement.

Notwithstanding the above, teachers who are currently enrolled in programs upon ratification of this Contract shall be permitted to remain enrolled and complete those programs no later than June 30, 2025, in order to count toward horizontal column movement subject to the provisions of this Contract.

2024-2025 **2.00%**

STEP	BA	BA+150	MA	MA+30	PH.D.
0	39,662 1.00	41,645 1.05	43,628 1.10	46,801 1.18	49,180 1.24
1	42,041 1.06	44,024 1.11	46,008 1.16	49,180 1.24	51,560 1.30
2	44,421 1.12	46,404 1.17	48,387 1.22	51,560 1.30	53,940 1.36
3	46,801 1.18	48,784 1.23	50,767 1.28	53,940 1.36	56,320 1.42
4	49,180 1.24	51,164 1.29	53,147 1.34	56,320 1.42	58,699 1.48
5	51,560 1.30	53,543 1.35	55,526 1.40	58,699 1.48	61,079 1.54
6	53,940 1.36	55,923 1.41	57,906 1.46	61,079 1.54	63,459 1.60
7	56,320 1.42	58,303 1.47	60,286 1.52	63,459 1.60	65,838 1.66
8	58,699 1.48	60,682 1.53	62,665 1.58	65,838 1.66	68,218 1.72
9	61,079 1.54	63,062 1.59	65,045 1.64	68,218 1.72	70,598 1.78
10	63,459 1.60	65,442 1.65	67,425 1.70	70,598 1.78	72,977 1.84
11	65,838 1.66	67,821 1.71	69,805 1.76	72,977 1.84	75,357 1.90
12	68,218 1.72	70,201 1.77	72,184 1.82	75,357 1.90	77,737 1.96
13	70,598 1.78	72,581 1.83	74,564 1.88	77,737 1.96	80,117 2.02
14	72,977 1.84	74,961 1.89	77,737 1.96	80,117 2.02	82,496 2.08
23	75,357 1.90	77,340 1.95	80,117 2.02	82,496 2.08	84,876 2.14
28	77,340 1.95	79,323 2.00	82,100 2.07	84,479 2.13	86,859 2.19

2025-2026 **2.50%**

STEP	BA	BA+150	MA	MA+30	PH.D.
0	40,654 1.00	42,687 1.05	44,719 1.10	47,972 1.18	50,411 1.24
1	43,093 1.06	45,126 1.11	47,159 1.16	50,411 1.24	52,850 1.30
2	45,532 1.12	47,565 1.17	49,598 1.22	52,850 1.30	55,289 1.36
3	47,972 1.18	50,004 1.23	52,037 1.28	55,289 1.36	57,729 1.42
4	50,411 1.24	52,444 1.29	54,476 1.34	57,729 1.42	60,168 1.48
5	52,850 1.30	54,883 1.35	56,916 1.40	60,168 1.48	62,607 1.54
6	55,289 1.36	57,322 1.41	59,355 1.46	62,607 1.54	65,046 1.60
7	57,729 1.42	59,761 1.47	61,794 1.52	65,046 1.60	67,486 1.66
8	60,168 1.48	62,201 1.53	64,233 1.58	67,486 1.66	69,925 1.72
9	62,607 1.54	64,640 1.59	66,673 1.64	69,925 1.72	72,364 1.78
10	65,046 1.60	67,079 1.65	69,112 1.70	72,364 1.78	74,803 1.84
11	67,486 1.66	69,518 1.71	71,551 1.76	74,803 1.84	77,243 1.90
12	69,925 1.72	71,958 1.77	73,990 1.82	77,243 1.90	79,682 1.96
13	72,364 1.78	74,397 1.83	76,430 1.88	79,682 1.96	82,121 2.02
14	74,803 1.84	76,836 1.89	79,682 1.96	82,121 2.02	84,560 2.08
23	77,243 1.90	79,275 1.95	82,121 2.02	84,560 2.08	87,000 2.14
28	79,275 1.95	81,308 2.00	84,154 2.07	86,593 2.13	89,032 2.19

2026-2027 **3.00%**

STEP	BA	BA+150	MA	MA+30	PH.D.
0	41,874 1.00	43,968 1.05	46,061 1.10	49,411 1.18	51,924 1.24
1	44,386 1.06	46,480 1.11	48,574 1.16	51,924 1.24	54,436 1.30
2	46,899 1.12	48,993 1.17	51,086 1.22	54,436 1.30	56,949 1.36
3	49,411 1.18	51,505 1.23	53,599 1.28	56,949 1.36	59,461 1.42
4	51,924 1.24	54,017 1.29	56,111 1.34	59,461 1.42	61,974 1.48
5	54,436 1.30	56,530 1.35	58,624 1.40	61,974 1.48	64,486 1.54
6	56,949 1.36	59,042 1.41	61,136 1.46	64,486 1.54	66,998 1.60
7	59,461 1.42	61,555 1.47	63,648 1.52	66,998 1.60	69,511 1.66
8	61,974 1.48	64,067 1.53	66,161 1.58	69,511 1.66	72,023 1.72
9	64,486 1.54	66,580 1.59	68,673 1.64	72,023 1.72	74,536 1.78
10	66,998 1.60	69,092 1.65	71,186 1.70	74,536 1.78	77,048 1.84
11	69,511 1.66	71,605 1.71	73,698 1.76	77,048 1.84	79,561 1.90
12	72,023 1.72	74,117 1.77	76,211 1.82	79,561 1.90	82,073 1.96
13	74,536 1.78	76,629 1.83	78,723 1.88	82,073 1.96	84,585 2.02
14	77,048 1.84	79,142 1.89	82,073 1.96	84,585 2.02	87,098 2.08
23	79,561 1.90	81,654 1.95	84,585 2.02	87,098 2.08	89,610 2.14
28	81,654 1.95	83,748 2.00	86,679 2.07	89,192 2.13	91,704 2.19

17.03 LONGEVITY

20 YEAR AND 25 YEAR LONGEVITY: Each bargaining unit member shall receive a lump sum longevity stipend upon the completion of the 20th and 25th years of teaching experience. The stipend shall be calculated as 2% of his/her base teaching salary only, not to include any extended service pay, supplemental pay, or extra service compensation of any sort.

17.031 One year of teaching experience shall be defined as any year when 120 or more working days of service are completed within a school year.

17.032 NEW HIRES: Any Bargaining Unit Member hired after July 1, 1998, shall be granted teaching experience in the Campbell City School District only for the purposes of qualifying for longevity stipends. No previous teaching experience shall be counted.

17.033 LONGEVITY: Payment will be made upon the completion of the school year in which the teacher has reached 20, and 25 years of service, respectively, except for initial implementation as defined in 17.031 above.

17.04 REEMPLOYMENT OF RETIRED TEACHERS: Any bargaining unit member who retires under STRS and subsequently is reemployed in the district may be hired at a rate of pay different from his or her academic training level and years of service as specified in the salary index contained in this agreement. This provision and such salary and individual contract with a member expressly supersede RC Section 3317.13 and all other applicable laws. Such retired member is not eligible to receive a severance payment upon leaving employment with the district. This provision of the agreement and such salary and contract will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

Retired teachers who become employed within the District are eligible for health insurance at a 50-percentage rate plus additional percentage as negotiated in insurance language.

Retire/rehire teacher contracts shall be for the term of one year and shall automatically expire at the end of one year without the Board having to comply with R.C. 3319.11 or R.C. 3319.111. Retire/rehire teachers shall not accrue or retain seniority.

17.041 Any STRS retiree rehired by the district shall be placed no lower than the BA Step 2 of the negotiated salary schedule.

ARTICLE XVIII

SUPPLEMENTAL CONTRACTS

18.01 **SUPPLEMENTAL CALCULATIONS:** All supplemental contracts will be calculated on 100% of the base salary of the certified staff salary schedule (Column I - step "0").

18.02 The Association agrees to promote members' participation in such programs, and shall encourage their acceptance of supplemental contracts. When a bargaining unit member applies for a supplemental position, he/she shall be awarded that position if deemed qualified by the Superintendent and/or by the Superintendent's designee. When more than one bargaining unit member applies for the same position, and more than one is qualified, the choice of who shall receive the position shall rest with the Superintendent and/or the Superintendent's designee. When a bargaining unit member applies for a supplemental position he/she will be notified within thirty (30) days of the posting due date of the status of the position.

18.021 Each Varsity Head Coach shall submit a letter of intent, with regard to coaching the following season, within twenty-eight (28) days after the season just completed. Thereafter, the Superintendent and Board of Education shall make a determination concerning that coach's supplemental contact within thirty (30) days of receiving the letter of intent.

18.022 When a supplemental position is held by a person outside the bargaining unit, at the end of that supplemental contract the position will be deemed vacant. The position will be posted and all applicants will be considered. Section 18.022 supersedes Section 18.02 when applicable.

18.023 All supplemental contracts shall be for the term of one year and shall automatically expire at the end of one year without the Board having to comply with R.C. 3319.11 or R.C. 3319.111. Exceptions regarding the length of contract apply for the Head Varsity Football Coach, Head Varsity Boys and Girls Basketball Coach, who may receive two (2) year contracts.

18.03 **SUPPLEMENTAL SALARY SCHEDULE:** Each person holding a supplemental contract shall be paid in accordance with the following supplemental payment schedule. On the first pay of the month designated, the person holding that position will receive equal payment for the performance of their duty in that position. Payment will not be included in the bargaining unit member's regular pay via direct deposit.

18.04 After every five years in the same supplemental category, bargaining unit members shall be paid an additional 1% of the BA base, Column I, Step 0. This additional increase will be in effect for the remaining consecutive years that this bargaining unit member holds that supplemental position until the next five (5) year step becomes effective.

18.05 All duties and schedules associated with each supplemental contract shall be fulfilled by the coach and/or advisor as scheduled or assigned in advance. No coach or advisor may cancel any scheduled event without approval from the athletic director and/or building principal.

18.06 All cheerleader advisors are responsible from July 1 through June 30. The Varsity Cheerleader Advisor position may be split equally between two (2) people (one for Football, one for Basketball, both to share the responsibility for try-outs) when deemed absolutely necessary by the Superintendent.

7th and 8th grade cheerleaders will cheer at all home football and basketball games and a minimum of two (2) away basketball games.

18.07 No athletic coach may hold more than one supplemental contract in a season unless approved by the superintendent. If approved, the bargaining unit member will receive the higher of the two supplemental salaries, plus an additional 2% on the base. Supplemental contracts may only be split 50%/50% unless approved by the superintendent.

SUPPLEMENTAL PAYMENT SCHEDULE

POSITION		% OF BA BASE COLUMN I, STEP 0
****Assistant Athletic Director/Ticket Manager**		18
FOOTBALL		
Head Coach		22
Assistant Coach	(5)	15
Middle School Head Coach		12
Middle School Assistant Coach	(2)	10
Equipment Manager		12
BASKETBALL (Boys and Girls)		
Head Coach		22
Assistant Coach	(2)	15
9th Grade		8
8th Grade		10
7th Grade		10
Intramural Coach (Grades 4-6)		4

TRACK		
Head Coach		17
Assistant Coach	(2)	12
Middle School Head Coach		12
Middle School Assistant		10
BASEBALL AND SOFTBALL		
Head Coach		16
Assistant Coach		10
VOLLEYBALL		
Head Coach		13
Assistant Coach		9
JV Coach		8
8th Grade		8
7th Grade		8
SOCCER		
Head Coach		13
Assistant Coach		9
JV Coach		8
Intramural Coach		4
BOWLING		
Head Coach		6
Assistant Coach		3
ADDITIONAL SUPPLEMENTALS		
Band Director & Summer Band		18
Assistant Band & Summer Band		7
Dance Line Instructor		2
Color Line Instructor		2
Senior Class Advisor		7
Junior Class Advisor		7
Sophomore Class Advisor		4
Freshman Class Advisor		3
Eighth Grade Class Advisor		3
Sixth Grade Student Council		2
Memorial Mentors		2
Robotics		4
CHEERLEADERS		
Varsity Advisor		15
JV Advisor		10
Middle School Advisor		6

PERIODICALS	
Yearbook Advisor	4
Impact Yearbook Advisor	4
Wrap-up Advisor	2

*By accepting this supplemental contract, the coach agrees to the following provisions:

1. Transportation may be provided by private vehicle, complying with Board policy for such transportation.

2. Only the coach of this sport, and any Board-approved volunteers for this sport, may transport students in this sport.

3. The coach, and any Board-approved volunteer affected, realizes they are privately liable (either personally or through their private automobile or liability insurance) for any claims which might arise from any incident which might occur during transportation.

**The following conditions will apply to the Assistant Athletic Director/Ticket Manager position:

1. Section 18.02 shall not apply.
2. Preference will be given to candidates within the bargaining unit.
3. Preference will be given to applicants who possess a minimum of five years of coaching experience at the middle school, junior varsity or varsity level.
4. Preference will be given to applicants who possess strong organizational and communication skills.

SUPPLEMENTAL PAYMENT SCHEDULE
O-OCTOBER D-DECEMBER M-MARCH J-JUNE

MONTH	POSITION
ODMJ	Assistant Athletic Director/Ticket Manager
OD	Equipment Manager
OD	Varsity Football Head Coach
OD	Varsity Football Assistant Coach (5)
OD	Middle School Football Head Coach
OD	Middle School Football Assistant Coach (2)
DM	Varsity Basketball Head Coach (Boys & Girls)
DM	Varsity Basketball Assistant Coach (Boys & Girls) (2)
DM	9th Grade Basketball Coach (Boys & Girls)
DM	8th Grade Basketball Coach (Boys & Girls)
DM	7th Grade Basketball Coach (Boys & Girls)
M	Intramural Basketball Coach (Boys & Girls Gr 4-6)
MJ	Track Head Coach

MJ	Track Assistant Coach (2)
MJ	Middle School Track Head Coach (Boys & Girls)
MJ	Middle School Track Assistant Coach
MJ	Varsity Baseball and Softball Head Coach
MJ	Varsity Baseball and Softball Assistant Coach
OD	Varsity Volleyball Head Coach
OD	Varsity Volleyball Assistant Coach
OD	JV Volleyball Coach
OD	8th Grade Volleyball Coach
OD	7th Grade Volleyball Coach
OD	Varsity Soccer Head Coach
OD	Varsity Soccer Assistant Coach
OM	Intramural Soccer Coach
DM	Bowling Head Coach
DM	Bowling Assistant Coach
ODMJ	Director Band & Summer Band
OD	Assistant Band & Summer Band
D	Dance Line Instructor
D	Color Line Instructor
J	Senior Class Sponsor
J	Junior Class Sponsor
J	Sophomore Class Sponsor
J	Freshman Class Sponsor
J	Eighth Grade Class Sponsor
J	Sixth Grade Student Council
J	Memorial Mentors
J	Robotics Advisor
ODMJ	Varsity Cheerleader Advisor
DM	JV Cheerleader Advisor
DM	Middle School Cheerleader Advisor
J	Yearbook Advisor
J	Impact Yearbook Advisor
J	Wrap-up Advisor

ARTICLE XIV
PAYROLL DEDUCTIONS

19.01 **AUTHORIZED DEDUCTIONS:** The Treasurer of the District shall make regular payroll deductions for the following reasons as authorized by the bargaining unit member.

1. Akron Teachers' Credit Union and/or Associated School Employee's Credit Union.

2. Association Dues deducted in 26 equal payments.

3. Tax sheltered annuities. Each company must enroll five (5) employees before it will be taken through payroll deductions.

4. United Way

5. OEA Fund for Children and Public Education

6. IRS Section 125 Plan

7. 457 Plan

8. Insurance premiums will be deducted in equal amounts based on the number of employee pay dates. (24 pay for deduction)

9. STRS contributions will be deducted in equal amounts in accordance with STRS requirements.

19.02 **CHANGES IN PAYROLL DEDUCTIONS:** Changes in the above listed payroll deductions shall be done by giving the Treasurer fourteen (14) days' notice of the change.

ARTICLE XX

FRINGE BENEFITS

The Board of Education will fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program "plan" of the Mahoning County School Employees Insurance Consortium ("MCSEIC"). The Board shall provide health, prescription, dental, and vision coverage through the MCSEIC plan and such coverage shall be according to the standardized MCSEIC specifications in effect, and as may be modified by the MCSEIC, during the term of this agreement. Changes to and/or renewals of the MCSEIC plan shall be implemented upon the plan's effective date and a written copy of any renewed or modified plan shall be provided to the association president within thirty (30) days of said change or renewal.

20.01 **HEALTH PLAN:** The medical and prescription benefit plan offered to bargaining unit members shall be the Core Plan / Low Deductible as defined by the Mahoning County Employee Insurance Consortium until December 31, 2013. Effective January 1, 2014 the medical and prescription plan offered to bargaining unit members will change to the Health Plan as defined by and specified by MCSEIC. Additionally, eligible employees may participate in the dental and vision plans offered by the MCSEIC. The Board shall pay the following percentages for all full-time employees, spouses and eligible dependents per applicable state and/or federal law.

A copy of the current dental and vision plans will be available at the Board office upon request of any bargaining unit member. Copies will also be emailed to each bargaining unit member on the District's electronic mail system.

January 1, 2025	Health Plan	89%
	Dental	89%
	Vision	89%
January 1, 2026	Health Plan	89%
	Dental	89%
	Vision	89%
January 1, 2027	Health Plan	89%
	Dental	89%
	Vision	89%

The term "full-time student" means a participant's child who is enrolled in and regularly attending an accredited college or university, or a trade, technical or secondary school. The period of attendance is based on the individual educational institution's standard for full-time, but no less than 12 hours per week in order to maintain full-time status. For the dependent who is a full-time student, the third-party administrator will need one of the following certifications every quarter or semester. A copy of their school or college schedule showing full-time status, or a copy of their school or college grades showing full-time status. Federal rules and regulations may supersede the language in this paragraph.

20.02 **LIFE INSURANCE:** The Board shall provide group term life insurance for each full-time bargaining unit member. The amount of life insurance shall be $50,000 of term life insurance benefits. If the term life insurance carrier requires coverage reduction factor for employee's age, such reduction shall be automatically incorporated into the terms of the contract. The premium shall be paid by the Board. Said level of coverage shall be in effect until changed through negotiations.

20.03 **COPIES OF INSURANCE CONTRACTS:** All members of the Campbell Education Association shall be provided with a copy of the third-party administrator Insurance Plan Booklet. Any time that one of these insurance contracts affecting bargaining unit members is renewed or changed, the Association President will receive a copy of that contract within 30 days of the Board's acceptance of the contract.

20.04 **COBRA BENEFITS:** Pursuant to COBRA guidelines, any bargaining unit member on an approved unpaid leave or on the recall list due to a reduction in force may keep any or all of the group insurance benefits provided bargaining unit members in effect by submitting payment for those applicable premiums to the Treasurer of the Board by the first of the month that the benefits are wanted. The amount of the payment shall be no more than the premium paid by the Board for the same benefit coverage.

20.05 **IRS SECTION 125 PLAN:** The Board will make available for voluntary participation an IRS Section 125 Plan at no cost to bargaining unit members or the Board.

20.06 **HEALTH SAVINGS ACCOUNT:** The Board will establish a Health Savings Account (HSA) for all certified employees. All contributions made to the HSA must be made by the employee. All employees under the age of 65 are eligible to contribute to the HSA. Maximum contributions to the HSA are determined per year by the IRS.

ARTICLE XXI

SEVERANCE PAY

21.01 **RETIREMENT SEVERANCE PAY:** A bargaining unit member with 10 or more years of service with the state or any political subdivision of the state, including the District, may elect at the time of retirement from active service under the State Teachers Retirement System to be paid for one-fourth (or 25%) of his/her accrued but unused sick leave.

21.02 **PER DIEM RATE:** Severance pay shall be made on a per diem rate determined by the annual salary paid the employee at the time of the employee's retirement, divided by the number of teacher work days in the school contract year (183 days).

21.03 **PAYMENT SCHEDULE-- RETIRED EMPLOYEES:** For employees who have retired and submitted paperwork from STRS as evidence of retirement, payment of severance shall be within 60 days of requesting payment unless an alternative date of payment is made by the employee. Such payment shall eliminate all of the employee's accumulated sick leave.

21.04 **DEATH BENEFITS:** Any employee who dies during such employment will be entitled to severance pay as provided herein, provided the employee is otherwise eligible to retire under STRS guidelines. Severance payment for such accumulated sick leave shall be paid to the surviving spouse or estate in the manner provided by law.

21.05 **NOTIFICATION OF SEVERANCE BENEFITS:** Any bargaining unit member who retires from employment with the Board shall be notified in writing by the Treasurer of the eligibility for and the right to receive the severance pay benefit.

21.06 **TAX SHELTERED ANNUITY OPTION:** A retiring employee shall be permitted to place a portion of his or her severance pay to a tax-sheltered annuity, provided that the election to defer is made prior to the date that the board of education accepts the employee's resignation for purposes of retirement. The election to defer severance pay is irrevocable after the board accepts the resignation. The

deferral to a tax-sheltered annuity must follow the guidelines of the Internal Revenue Code, IRC Section 15 (C) (4) (B). The tax-sheltered annuity company must provide the Treasurer of the school district their calculations showing that the amount to be deferred does, indeed, comply with the I.R.C. regulations.

ARTICLE XXII

SICK LEAVE

22.01 **ENTITLEMENT TO LEAVE:** The Superintendent of Schools shall approve the use of sick leave for absences due to illness, pregnancy, injury, exposure to contagious disease and to illness or death in the employee's immediate family.

22.011 **IMMEDIATE FAMILY DEFINED:** Immediate family shall be interpreted for this and all other provisions of this contract to include father, mother, grandparents, aunt, uncle, brother, sister, husband, wife, child, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, foster and step-children, or any member of the household who has stood in the same family relationship with the employee as any of these.

22.012 **ANNUAL ALLOWANCE:** Full-time members of the bargaining unit shall accrue to their credit, fifteen (15) days sick leave for each year under contract which shall be credited at the rate of one and one-fourth (1-1/4) days per month.

22.013 **TRANSFER CREDIT:** An employee who transfers from one public agency in Ohio to another public agency shall be permitted to transfer with him/her the amount of his/her accumulated sick leave.

22.02 **FORMS/PHYSICIAN STATEMENT:** The Superintendent shall require a member of the Bargaining Unit to furnish a written signed statement on forms furnished by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. Falsification of a statement shall be grounds for disciplinary action (Reference section 3319.141 O.R.C.). Any employee absent from work for five (5) consecutive days or more may be required to submit a signed physician's release statement to the effect that he/she is able to return to work.

22.03 **SICK LEAVE ADVANCEMENT:** Each new full-time member of the bargaining unit shall be advanced five (5) days of sick leave credit at the beginning of the school year. If illness requires the employee to use the full amount of credit before four (4) months of service have been completed, such member of the bargaining unit may not be lawfully advanced additional sick leave credit. The five-day advance is to be deducted from the future accumulation of sick leave credit the member of the bargaining unit earns on the basis of completed months

of service under provisions of the uniform sick leave law. (Reference Section 3319.141 O.R.C.)

A full-time member of the Bargaining Unit may be advanced sick leave if his/her sick leave accumulation has been exhausted. Any advance will be deducted from the individual's future accumulation of sick leave credit.

22.04 **SICK LEAVE ACCRUAL:** Sick leave shall be accrued at the rate of one and one-fourth (1-1/4) days for each completed month of service, not to exceed fifteen (15) days per school year. Maximum accumulation of sick leave shall be unlimited.

No sick leave may be accrued while an employee is officially on worker's compensation.

22.05 **CALLING OFF SICK**

22.051 CALL TO BUILDING PRINCIPAL: All teachers in the district will call their building principal to report absence as defined by 22.01 and additionally submit sick leave using the approved electronic-platform(s) as determined by the Superintendent or designee. These calls should be made prior to the day of absence, or in the case of emergency situations, not later than 6:30 A.M. of the day of absence and shall include:

a. Name of teacher
b. Building
c. Grade level or subject area
d. Nature of absence
e. Instructions for substitute

During any day in which sick leave is being used, teachers should call their building principal by 2:00 p.m. with intentions for the next school day. If the absence is on Friday, the assumption is that the teacher will be returning by Monday, unless the teacher calls off sick again prior to 6:30 a.m. Monday.

22.052 SICK LEAVE FORMS: Sick leave forms must be submitted via the approved electronic platform(s) on the day of return to work.

22.06 **SUBSTITUTE FOR 3 DAY ABSENCE:** In cases where a regular teacher is going to be absent longer than three (3) consecutive days, the same substitute will be retained to teach that class if at all possible. The rationale for this is that we recognize the need to provide continuity, consistency, and good programming for the students in the class.

22.07 **SCHOOL CANCELLATION/SICK LEAVE CHARGE:** If school is cancelled after the regular starting time of the student day when a substitute has reported for duty, the absent teacher's sick leave will be charged one-half day even though school is cancelled.

22.08 **WORKERS COMPENSATION:** To avoid using and paying sick leave while an employee is receiving Workers Compensation benefits, the employee shall file Workers Compensation wage reimbursement reports with the Treasurer at the time of the injury. If no such report is filed, then sick leave will be utilized, not Workers Compensation.

22.09 **SICK LEAVE BANK:** A Sick Leave Bank shall be established for bargaining unit members. Participation in the Sick Leave Bank shall be voluntary. The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness.

22.091 Each bargaining unit member may contribute one (1) day of accumulated sick leave to the Sick Leave Bank during the enrollment period. The enrollment period will be from October 1 through November 1 of each school year. During the year one additional day may be donated by bank members if the total days in the bank fall below ten (10) days. No bargaining unit member may contribute more than two (2) of his/her accumulated sick days to the Sick Leave Bank in one school year. Upon retirement, bargaining unit members have the option of donating up to, but no more than ten (10) days of his/her accrued, unused sick leave to the bank.

22.092 To qualify for the Sick Leave Bank, one must be a member of the Sick Leave Bank, provide verification from a licensed physician as to the long-term illness or the catastrophic nature of the illness, have exhausted all accumulated sick leave, and make an application to the Sick Leave Bank Committee.

22.093 The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be twenty (20) days per school year. No member shall be permitted to carry more than twenty (20) days of leave from the Sick Leave Bank at any time.

22.094 Withdrawals shall be in full day units.

22.095 The member who borrows days will pay back the days at a rate of three (3) per year. The three (3) days will be drawn from the borrower at the conclusion of the next school year and continue until the days are paid back. If the borrowed days are not paid back before retirement or termination of employment, the days will be deducted from the member's accumulated sick leave.

22.096 Donated days to the Sick Leave Bank are not returnable.

22.097 A committee shall be formed to administer the Sick Leave Bank. This committee will approve or disapprove all requests for withdrawal from the Sick Leave Bank. This committee shall be empowered to adopt the rules and

regulations and to make decisions required to administer the Sick Leave Bank, so long as those rules, regulations, and decisions do not modify the agreement contained herein. This committee will be entitled the Sick Leave Bank Committee (hereafter referred to as the SBC). The SBC shall be composed of the following five (5) persons:

1. The Superintendent or his/her designee.
2. The CEA President or his/her designee.
3. The Treasurer of the Board.
4. Two bargaining unit members appointed by the CEA President.

22.10 **FAMILY AND MEDICAL LEAVE:** A bargaining unit member shall have the right to apply for and be granted family and medical leave in accordance with the Family and Medical Leave Act of 1993. An employee may elect to use any available paid leave for any part of the period of leave, including sick leave and/or personal leave. The Board shall continue the employee in any health insurances at full cost to the Board. Notwithstanding other provisions of this Article, a bargaining unit member shall continue to accrue seniority credit while on family and medical leave.

22.11 **BEREAVEMENT LEAVE:** A maximum of three (3) days per incident may be taken with supporting documentation (obituary notice, funeral home memorial brochure). The Superintendent may approve additional days as needed. Shall be limited to the following: spouse, parent, father-in-law/mother-in-law, grandparent, brother/sister, children, and grandchildren or any member of the household who has stood in the same family relationship with the employee as any of these. Bargaining unit members are permitted to use only one (1) of the three (3) days to attend service(s) for an aunt or uncle – i.e., three days of bereavement leave is not permitted for an aunt or uncle.

22.12 **SICK LEAVE INCENTIVE**: A member who does not use more than one (1) day of sick leave during the first semester shall receive $250.00 at the conclusion of the first semester. A member who does not use more than one (1) day of sick leave during the second semester shall receive $250.00 at the conclusion of the second semester.

22.13 **SICK LEAVE AND PROFESSIONAL DEVELOPMENT:** In the event that a teacher is unable to attend a scheduled professional development or in-service session due to illness necessitating sick leave, the teacher is required to make up the missed learning. Upon their return to duty and/or upon a date mutually agreed upon by their immediate supervisor, the employee shall submit evidence of the completed learning activities to their immediate supervisor by the end of the school year. However, the District emphasizes the importance of professional development and requires teachers to fulfill the obligation of compensatory learning within a reasonable timeframe to ensure the continuous enhancement of their skills and knowledge in line with educational standards and objectives.

ARTICLE XXIII

PERSONAL LEAVE

23.01 **PERSONAL LEAVE:** Each employee shall be entitled to three (3) days of unrestricted personal leave. Unrestricted means no reason is necessary. The Superintendent/Designee may limit use of personal leave to 2 staff per building for any one day. Prior written application (at least 5 days) shall be required. Personal leave taken in case of emergency shall not be subject to the above limitations. Personal leave shall not be available in the first five days or last five days of the school year, except in cases of emergency or with prior approval.

23.011 One unused personal day may be rolled over as an additional personal day in the subsequent year. The total number of personal days may not exceed four (4) days.

23.012 These days shall not be granted for the day prior to or the day following a holiday or vacation period as listed on the official school calendar, except in case of an emergency.

23.013 Notification forms through approved electronic platform(s) must be submitted to the immediate supervisor (Principal or Superintendent) at least 5 days in advance, but exceptions may be made to this rule in emergency situations. It shall be the responsibility of the immediate supervisor to arrange for a qualified certificated substitute.

23.014 As an incentive to reduce the use of personal leave, the following will be applicable to bargaining unit members: each day of unused personal leave at the end of the school year may be added as an additional day of sick leave to the employee's sick leave accumulation; or

23.015 Each full-time bargaining unit member who completes a full school year without using any Personal Leave shall be paid a bonus of one hundred fifty dollars ($150.00); if only one (1) day or less of Personal Leave is used, the member shall be paid a bonus of seventy-five dollars ($75.00); if two (2) days or less of Personal Leave are used, the member shall receive no bonus. Only regular full-time bargaining unit members who complete a full school year shall be eligible to receive the bonus provided in this Section. This bonus shall be paid in the bargaining unit member's final pay in June or the first pay in July at the latest; or

23.016 Notification of wishing to convert unused personal days must be submitted to the Treasurer's Office, prior to the first day of summer vacation each year applicable.

23.02 RESTRICTIONS ON USE OF PERSONAL LEAVE:

1. None of the days shall be days immediately preceding or following a school holiday, workshop or vacation except in an emergency and with the approval of the Superintendent.

2. When two or more consecutive days are requested for personal leave the Superintendent may not request further clarification of the reasons outlined above, as long as it is not tied to # 1 above. If tied to #1, then reasons must be given and requires the Superintendent's prior approval.

3. Personal leave may be used in units of one-fourth (1/4) of a day.

ARTICLE XXIV

PROFESSIONAL CONFERENCES AND WORKSHOP INVOLVING TEACHERS

24.01 ENTITLEMENT TO LEAVE: Each teacher of the Campbell City Schools will have the right to request professional leave and it shall be granted by the Superintendent, providing funds for staff development or other related funds are available. Should funds not be available to cover the costs of the requested professional leave, bargaining unit members shall agree to incur all associated costs, except that of the substitute teacher, and attend the requested conference once approved by the Superintendent. All other professional leave criteria will apply.

1. Notice of the workshop or conference must be submitted via HR Kiosk at least five (5) days in advance of the regular Board meeting prior to the conference or workshop.

2. An application describing the conference or workshop and an explanation of the professional benefit to be obtained from it must be submitted to the Superintendent.

3. Two days of professional leave per school year shall be granted to each teacher upon request. The Board may approve additional days for a teacher upon request.

4. No more than five teachers may be on professional leave on any one school day.

5. This leave shall not be used to attend athletic events.

6. Professional leave of one day per school year for each coaching supplemental contract held by the teacher shall be granted for a coaching clinic.

In each sport, only one day may be used, and this will count as one of the two days he or she may use for the year.

7. Conferences, workshops or other professional meetings which the bargaining unit member is requested to attend by the administration will not apply to the member's two professional leave days.

24.02 **REIMBURSEMENT:** A bargaining unit member utilizing professional leave under 24.01 or requested by the Board or Administration to attend a professional conference shall be reimbursed in the following manner:

24.021 The teacher will receive release time without loss of pay.

24.022 Conference or workshop fees will be paid for by the Board if so approved.

24.023 If so approved, mileage for use of personal automobile will be reimbursed at the IRS rate per mile to a maximum 500 miles round trip.

24.024 If so approved, expenses for meals (maximum $25.00 per day with receipts) and lodging (single room charge only) will be paid for by the Board of Education. Lodging will be paid by the Board only for conferences, workshops, clinics, etc. held beyond a radius of 100 miles from Campbell. Actual receipts for all expenditures must be attached to appropriate reimbursement forms to receive payment.

24.03 **LEAVE FOR TOURNAMENTS:** For attendance at Ohio State Athletic tournaments, the Superintendent may grant to a teacher a leave for no more than one (1) day per school year with no payment of any expenses by the Board, except for supplying a substitute teacher. This leave does not apply to school sponsored athletic events in which our students are participating and the teacher is coaching.

24.04 **OEA, DISTRICT, STATE, AND NATIONAL MEETINGS:** Professional leave may be used for the OEA Convention for release time only and the Board will not be held responsible for fees, meals, lodging, or mileage.

24.05 **REPORT TO BOARD:** For each conference, workshop, clinic or tournament, the attendee may be asked to submit to the Board, upon return, a report of the subjects presented and the benefit to the Board.

24.06 **SUMMER WORKSHOPS:** Summer workshops are not subject to these leave provisions because school is not then in session. Any payment of fees or expenses in this regard shall be within the discretion of the Superintendent.

ARTICLE XXV

COURT OR JURY DUTY COMPULSORY LEAVE

Bargaining unit members shall be granted court or jury duty leave during normal working hours provided that they are served with lawfully issued subpoenas for such court appearances or jury duty. There shall be no financial penalty attached to such service in any way, except that it be the understanding that whatever amount is earned in such capacity be returned to the Board, less expenses incurred by the member such as travel, parking (receipt required), meals ($5.00 maximum). The employee's expenses are not to exceed the daily reimbursement of the courts, and a court receipt must be submitted to the Treasurer. However, fees earned of jury duty or court service on an employee's day(s) off or during the summer months do not have to be remitted to the Treasurer of the Board. Such days shall not be deducted from any other leave days as listed in the Staff Handbook.

ARTICLE XXVI

PARENTAL LEAVE

26.01 **PREGNANCY:** How long a pregnant member of the bargaining unit may continue in her assignment is a matter best left up to the individual and her doctor. It is expected that as long as she is teaching, the pregnant member of the bargaining unit shall perform all her duties adequately, maintain normal attendance and accomplish all contracted duties.

26.02 **LEAVE:** When a pregnant member of the bargaining unit must begin parental leave, either by doctor's orders, or by her own choice, all days taken will be applied toward the twelve weeks of entitlement according to the Family Medical Leave Act of 1993. Once the twelve work weeks are taken, the bargaining unit member must return to work, request a leave of absence without pay, or furnish a doctor's order that states the inability of the employee to return to work for medical reasons and stipulate the time period to be off. The maximum period of parental leave shall be the twelve work weeks as provided by the Family Medical Leave Act.

26.03 **TYPE OF LEAVE:** If a pregnant member of the bargaining unit prefers not to use accumulated paid sick leave, or exhausts her accumulated sick leave and paid personal leave, she shall still be granted the full twelve work weeks, if so desired, without pay, but with benefits, in accordance with the Family Medical Leave Act.

26.04 **ENTITLEMENT TO LEAVE:** A member of the bargaining unit who becomes a parent through birth or adoption shall be granted parental leave of absence without pay or benefits for the remainder of the school year that the birth or adoption takes place, after the 12 weeks of Family Medical Leave is over, if so desired. Said request shall be made in writing to the Superintendent prior to the conclusion of the 12 weeks of Family Medical Leave.

26.05 **CONTINUATION OF BENEFITS:** Except as provided in Family and Medical Leave, Article XXI, the bargaining unit member may continue any or all of the insurance benefits provided bargaining unit members by the Board at his/her expense. The member must submit payment of any applicable premiums to the Treasurer of the District by the first day of any month that those benefits are wanted. The member shall pay the same premium for the benefit as the Board pays for the same benefit coverage.

26.06 **NOTIFICATION OF INTENT TO RETURN:** The bargaining unit member shall notify the Superintendent by April 1 of his/her intent to return from leave when an additional year of leave is still available.

26.07 **REINSTATEMENT RIGHTS:** The bargaining unit member upon return from leave shall be reinstated in the position which he/she vacated or an equivalent.

ARTICLE XXVII

UNPAID LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

27.01 **LENGTH OF LEAVE:** The Board shall grant to a member of the bargaining unit, upon written request, an unpaid leave of absence for personal illness or other disability for a period of not more than two consecutive school years.

27.02 **ENTITLEMENT TO LEAVE:** Upon written request, members of the bargaining unit may be granted a leave of absence for personal reasons for the remainder of the existing school year.

27.03 **QUALIFICATIONS FOR LEAVE:**

1. Five (5) years or more service in the district;

2. Application must be made in writing to the Superintendent at least 90 days prior to the school year of the leave;

3. The length of the leave must be specified as either for a semester or a full school year.

27.04 **NOTIFICATION:** It is the responsibility of the teacher on leave to notify the Superintendent no later than March 31st of his/her intentions for the upcoming school year.

27.05 **EXTENSION OF LEAVE:** Upon subsequent written request, the Board may grant an extension of a leave of absence for not more than one year.

ARTICLE XXVIII

TEACHER CONTRACTS

28.01 **CONTENT OF CONTRACT:** The contract shall state the term of the contract and shall include a statement indicating the precise amount of salary and the duties of the teacher.

28.02 **CONSISTENT WITH MASTER CONTRACT:** Individual contracts of employment with members of the bargaining unit shall in all respects be consistent with this Contract, which shall be deemed incorporated by reference in such individual contracts.

28.03 **REQUIRED LANGUAGE:** All individual contracts shall include the following language:

This contract is entered into by you and the School Board and is subject to the provision of the Constitution and the Ohio Revised Code; applicable regulations of various State agencies, rules, regulations and policies adopted by the School Board and under its authority, administrative regulations and the Contract between the School Board and the Association.

ARTICLE XXIX

EXTRA SERVICE COMPENSATION

29.01 **SUBSTITUTE REQUIREMENT:** It shall be the policy of the Campbell City Schools to make every possible effort to acquire the services of a substitute teacher when the regularly scheduled teacher is absent from his/her assigned class for any reason.

29.02 **EMERGENCY SUBSTITUTE:** In cases of emergency, teachers on regular contract may be assigned to substitute for a colleague or may be assigned another class along with the class they have, whether a study hall, library, guidance period, or regular class. In such cases, the teacher serving as "emergency substitute" shall receive "extra service compensation". Forms for extra service compensation can be obtained from the office.

29.03 **EXTRA SERVICE COMPENSATION FOR EMERGENCY SUBSTITUTION:**

K-6: Extra service compensation shall be figured when a substitute teacher cannot be obtained in the absence of a teacher. The absent teacher's students may be split among teachers – e.g., students added to his/her class. In the absence of a second teacher in a co-teaching assignment, Extra Service Compensation will not be paid. This section does not

apply to certain teachers who make prearranged agreements among themselves, with administrative approval.

Teachers eligible for Extra Service Compensation shall split equally the rate paid to a casual, day-to-day substitute teacher for the current school year, which is subject to pro-ration of quarter day increments.

7-12 Extra service compensation shall be figured for only full class periods. Extra Service Compensation will only be paid when a teacher is assigned to supervise students during his/her planning period, lunch, or when 12 or more students are added to his/her class. In the absence of a second teacher in a co-teaching assignment, Extra Service Compensation will not be paid. This section does not apply to certain teachers who make prearranged agreements among themselves, with administrative approval. The extra service rate of compensation per full class period shall be $20.00.

29.031 STUDY HALL COMPENSATION: When additional students are assigned to a study hall, the following procedure will apply:

a. Any overload in a study hall, one teacher will be paid extra service compensation at the extra service compensation rate.

b. With two teachers supervising a study hall, only one teacher will be paid extra service compensation at the extra service compensation rate.

c. With three or more teachers supervising a study hall, no extra service compensation will be paid.

ARTICLE XXX

EMPLOYEE HEALTH AND SAFETY

30.01 PHYSICIAN STATEMENT: The Superintendent may require an applicant for a position as a teacher or an employed teacher to furnish a certificate from a physician stating that he or she is physically and mentally qualified to fulfill the duties of a teacher in the Campbell City Schools.

30.02 TEACHER'S PHYSICIAN OR BOARD PHYSICIAN: The examination may be made by the teacher's own physician at his/her expense, or by a physician designated by the Board at the Board's expense. If the Board is not satisfied with the examination made by the teacher's physician, it reserves the right to have a re-examination made by the Board's physician at the Board's expense.

30.03 BOARD-PROVIDED HEALTH EXAMINATIONS OR VACCINATIONS: Opportunity for required health examinations or vaccinations (INCLUDING

HEPATITIS B) required by the State of Ohio or required locally must be provided without cost to the certified staff. If a member of the bargaining unit elects to have his/her own private examination or vaccinations, the member shall pay said cost and provide a documented statement of satisfactory completion of the required examinations or vaccinations.

30.04 **SAFE AND HEALTHFUL WORKING CONDITIONS:** The board shall provide safe and healthful working conditions in all work areas as such conditions are prescribed by the rules, regulations guidelines, and laws under the Occupational Safety and Health Act (OSHA), the Ohio Public Employment Risk Reduction Act (PERRA ORC 4167), the Ohio Board of Health, and the Environmental Protection Agency (EPA).

The Board shall notify teachers of a student with a communicable disease assigned to their class or supervision to the extent that it knows and to the extent allowed by law, civil and criminal, and teachers shall treat such information as confidential unless specifically instructed to the contrary.

No bargaining unit member shall be required to administer medications, except as required by job description and/or when standing in loco parentis. A bargaining unit member acting in loco parentis and performing in a prudent and reasonable manner shall be indemnified by the board for such action.

30.05 **SMOKE FREE ENVIRONMENT:** All Campbell School facilities and vehicles are designated smoke free. Bargaining unit members shall have the right to smoke in privately owned vehicles.

ARTICLE XXXI

CLASS SIZE

31.01 **STAFFING LEVELS:** We believe that the academic staff should be large enough to meet the demands imposed by the enrollment, the curriculum, and the specific needs of the pupils and the community, and adequate to provide each staff member the opportunity for intellectual and professional growth.

31.02 **REQUIREMENTS:** The Board shall continue to strive to maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space and funding available.

31.03 **CLASS SIZE LIMITS:** The Board agrees to establish and maintain the following limits:

31.031 K 23 pupils per class. Class sizes above 23 pupils will be assigned an educational assistant during instructional time.

31.032 1-3 26 pupils per class.

31.033 4-6 26 pupils per class if self-contained, or a daily student load, for instructional purposes, not to exceed 165 students if not self-contained. This provision excludes certain activity type classes such as physical education, art, and music.

31.034 7-12 Pupils per day: The daily student load for instructional purpose shall not exceed 165 students. This provision excludes certain activity type classes such as physical education, art, and music.

31.04 The ADM count through EMIS, per grade level, less the identified special education students, shall be used to calculate class size in the regular classes, K-6. These numbers shall be taken from the ADM count as of the first full week of October each year. The ADM count from the first full week of October shall determine class size for the entire school year.

ARTICLE XXXII

TEACHER EVALUATION PROCEDURES

32.01 OTES TEACHERS AND OSCES SCHOOL COUNSELORS

For OTES teachers and school counselors subject to OSCES, the District will utilize the Board's Standards-Based Teacher Evaluation System and Standards Based School Counselor Evaluation System, which has been mutually developed by the parties. The effects of any revisions made to the Board's Standards-Based Teacher Evaluation System or School Counselor Evaluation System may be bargained prior to implementation to the extent required by law.

ARTICLE XXXIII

RIGHTS OF THE MANAGEMENT

33.01 **MANAGEMENT RIGHTS:** The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of the Master Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) to the executive management and administrative control of the school system and its properties and facilities;

(b) to hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employment.

(c) to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

(d) to delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials; and the utilization of teaching aides of all kinds; and,

(e) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.

(f) the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Master Agreement and Ohio Statutes; and then only to the extent such specific and express terms hereof are permitted by the Constitution and laws of the State of Ohio and the United States.

ARTICLE XXXIV
RIGHTS OF THE ASSOCIATION

34.01 **ASSOCIATION FINANCIAL SECURITY:** In recognition of the Association's services to the bargaining unit, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee equivalent to the amount of dues uniformly required of members of the Association, but subject to the internal rebate procedure required by law. Bargaining unit members may either pay dues or service fees directly to the Association or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the School Board. Any default in payment of dues or service fees shall not be cause for discharge or discipline of any employee.

34.011 A bargaining unit member shall have until October 1 or thirty (30) days following employment for a new employee to become a member of the Association.

1. If the bargaining unit member declines membership in the Association, he/she shall be sent a packet of information containing the financial information of the Association and an explanation of the procedure for objecting to the

amount of the service fee and disputing the rebate procedure. The Association shall comply with applicable laws in providing such notices, information and explanations.

2. Thirty (30) days following receipt of this packet of information, the Association President shall notify the Treasurer of the School District to begin payroll deductions of the total service fee by equal increments over the remaining pay periods prior to the first day of June. The Treasurer of the District shall remit those payroll deductions for the service fee to the Treasurer of the Association within five (5) days of each deduction.

3. The Association represents to the Board that its internal guidelines for service fees and the provisions of this agreement pertaining to service fees comply with all applicable provisions of law.

34.012 INDEMNIFICATION: The Association shall indemnify the Campbell City School District, the Board of Education and its individual members, Superintendent, Treasurer, administrators, other employees, agents or assigns, and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Campbell City Schools for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notices, or assignments furnished under any of such provisions. The Association shall also pay any judgment or settlement achieved in such cases. The Association shall provide legal counsel to defend the Campbell City School District Board, its individual members, Superintendent, Treasurer, administrators, other employees and agents or assigns from any claims, demands, or suits arising under this section, selection of the attorney to be approved by the Board, whose approval shall not be unreasonably withheld.

34.02 COMMUNICATIONS:

34.021 MAILBOX USE: C.E.A. is authorized to use the teachers' mailboxes.

34.022 CEA is authorized to use any form of communication available in the school buildings (for example, but not limited to the P.A. system, email, school phones).

34.03 BULLETIN BOARD USE: It is agreed upon that there will be at least one bulletin board in each school building's main teachers' lounge or workroom for general use of the Association.

34.04 USE OF FACILITIES: The C.E.A. has the right to use school buildings for association meetings on non-school hours, provided such meetings do not require overtime pay for custodial help, and such meetings do not conflict with scheduled school activities.

34.05 **USE OF EQUIPMENT:** The Association representatives/ officers shall have permission to use individual school equipment, including but not limited to typewriters, copy machines, calculating machines, audio visual equipment, computers and printers.

Use deemed to be excessive by the Administration would be brought to the table at Labor/Management meetings for discussion.

1. The use of equipment is strictly to service the legitimate business of the Association as it relates to its membership.

34.06 **ASSOCIATION PRESIDENT'S RIGHT TO CONDUCT BUSINESS:** The Association President may use his/her conference period or lunch period to visit schools in the Campbell School System when necessary, to confer with the Superintendent or to conduct Association business.

1. Upon leaving the building, and again upon returning, the Association President will be required to sign out and in and list his/her destination.

2. The Association President will notify the building Principal, if available, or the building secretary, of his/her presence in the building prior to meeting with teachers. The Association President will make every effort not to disrupt the educational process and should attempt to communicate by other means, such as email, when feasible.

34.07 **ASSOCIATION LEAVE:**

1. The Association President or representative shall, with at least three (3) days prior notification to the Superintendent, be granted a maximum of five (5) days leave with pay per school year to conduct the business of or to represent the Association. The Board will not be held responsible for meals, lodging, or mileage, or any other costs incurred by the Association President.

2. The two (2) official delegates of the Association, with at least three (3) days prior notification to the Superintendent, shall be granted three (3) days leave with pay per school year to conduct the business of or to represent the Association.

3. One additional day shall be approved for the president or a representative to attend activities sponsored by the Ohio Education Association pertaining to district initiatives. The Board will not be held responsible for meals, lodging, or mileage, or any other costs incurred by the Association delegates.

ARTICLE XXXV

POSTING-REQUESTS FOR TRANSFERS INVOLUNTARY TRANSFERS

35.01 **VACANCY DEFINED:** Vacancies shall be defined as follows:

-- Death of a bargaining unit member
-- Retirement of a bargaining unit member
-- Resignation of a bargaining unit member
-- Termination of a bargaining unit member
-- Non-renewal of a bargaining unit member
-- Transfer or promotion of a bargaining unit member
-- Creation or restoration of a bargaining unit position

The Superintendent has sole authority to determine if a vacancy must be filled, provided the resulting class sizes do not violate the provisions of Article XXXI. If the determination is made that the vacancy must be filled, the Superintendent shall post the vacancy. Written notices of all vacancies shall be provided to each principal and posted on teacher bulletin boards in each school. For vacancies that occur when schools are not in session, the staff shall receive notification through an electronic format.

35.011 All bargaining unit members shall be given five (5) school days to make application for posted Vacant Teaching Position. A Bargaining Unit Member must have three years of teaching experience in the Campbell City School District before he/she must be considered by the Superintendent for any position for which he/she may have applied.

35.012 If more than one bargaining unit member has applied for a vacant teaching position, the person with the greatest seniority shall be awarded the position. All persons applying for a vacant position must currently hold the necessary certification.

35.013 If only one member of the bargaining unit applies for the vacant teaching position, and holds the necessary certification, he/she shall be selected to fill the vacant teaching position before a new employee is hired, unless the sole applicant has less than three years teaching experience in the Campbell City School District and is not considered by the Superintendent for said position.

35.02 **REQUEST FOR VOLUNTARY TRANSFER:** Teachers seeking a change in assignment for the ensuing school year shall file a written request for transfer with the building principal and Superintendent before May 15 specifying the building, grade level and/or subject level desired. Such request shall stand for all future openings in the grade and/or subject level through the term of the current contract unless revoked by the Bargaining Unit member. Before August 1, the Superintendent will notify the teacher as to the disposition of his or her request. This provision does not negate the bargaining unit member's responsibility to

apply for any vacant positions that may be posted, even if the bargaining unit member has submitted a written request for transfer to a position that may subsequently be posted due to vacancy.

35.03 **INVOLUNTARY TRANSFER/CHANGE OF ASSIGNMENT:** In the event that an involuntary transfer or change of assignment becomes necessary, the teacher(s) subject to transfer or reassignment will be given the opportunity to consult with the Superintendent regarding this matter.

35.031 Seniority and the possession of appropriate certification will be among the factors to be considered in determining which, if any, teachers will be subject to transfer or reassignment.

35.032 When possible, notification of such transfers or reassignments will be made to teachers by August 1st. Included with the notification will be an invitation to the teacher to discuss such transfer or reassignment with the Superintendent.

35.033 Involuntary transfers will not be arbitrary, capricious, or disciplinary in nature, or used as a reprisal.

35.034 A transfer may not be used to contravene other rights under the Agreement between the Board and the C.E.A.

35.04 **BARGAINING UNIT PREFERENCE:** The Board shall not externally post any vacancy until all members of the bargaining unit have exercised their rights under the Agreement.

35.05 **BUILDINGS DEFINED:** The K-6 building will be considered one building, and the 7-12 High School will be considered one building, and the CLWCC shall be considered an extension of each of the above mentioned buildings, when applying all rights associated with this Article 34.

ARTICLE XXXVI

ACADEMIC CONTENT STANDARDS/MODEL CURRICULUM/DATA

It is the professional responsibility of each teacher to review and update yearly academic content standards/model curriculum/data related to their assigned area(s). To assist certified personnel in preparation and revamping of the academic content standards/model curriculum/data not required for certification, the Board of Education will provide assistance.

When a staff member is required to prepare a new academic content standards/model curriculum/data, the teacher shall be provided with sufficient release time needed to complete the academic content standards/model curriculum/data or a mutually agreed upon compensation.

ARTICLE XXXVII

LABOR MANAGEMENT COMMITTEE

Three (3) Board and three (3) Association representatives, to include the Superintendent and the Association President, may meet on a monthly basis to discuss matters of concern raised by either party. Such meeting shall not be for the purpose of circumventing the negotiations procedure or grievance procedure provided in this agreement. Each party may submit in writing to the other at least one work day before the meeting an agenda listing those matters it wishes to discuss. The meeting may be cancelled or postponed by mutual agreement. The meeting shall not have more than three (3) representatives from each side present.

ARTICLE XXXVIII

NO REPRISALS

No member of the bargaining unit, non-certified staff, students, administrators, board members or any other individuals who participated shall suffer any reprisal or loss of benefits due to the work stoppage that began October 6, 1989, and ended on October 11, 1989, except as otherwise specifically provided herein.

ARTICLE XXXVIX

ESEA

Any proposed action(s) related to compliance with the No Child Left Behind Act of 2001 (ESEA), as amended, 20 USC 6301 et seq. that could affect the wages, hours, and/or terms and conditions of employment of any CEA bargaining unit members shall be subject to the collective bargaining process.

ARTICLE XL

PROGRESSIVE DISCIPLINE GUIDELINES

40.01 **PURPOSE OF DISCIPLINARY ACTION:** The Board acknowledges that any disciplinary action affecting a bargaining unit member should be administered with the intention of improving the employee's performance. In furtherance of that end, the Board agrees that, whenever possible, a disciplinary problem should initially be resolved between the bargaining unit member and his/her immediate supervisor.

40.02 **INFORMAL DISCUSSION:** Immediate supervisors may initiate an informal discussion regarding a violation of district policies or guidelines, and violations of state and federal laws.

40.021 An informal discussion may be initiated by the following:

1. Building Principals
2. Director of Special Services
3. Superintendent

40.03 **VERBAL REPRIMAND:** Documented verbal reprimands may be given to an employee for violation of district policies or guidelines, and violations of state and federal laws.

40.031 A verbal reprimand may be initiated by the following:

1. Building Principals
2. Director of Special Services
3. Superintendent

40.032 All documented verbal reprimands will clearly establish the reasons for the action taken, to include a reference to the district policies or guidelines, state law, and federal law that were violated.

40.04 **WRITTEN REPRIMAND:** Written reprimands may be given to an employee for violation of district policies or guidelines, and violations of state and federal laws.

40.041 A written reprimand may be initiated by the following:

1. Building Principals
2. Director of Special Services
3. Superintendent

40.042 All written reprimands will clearly establish the reasons for the action taken, to include a reference to the district policies or guidelines, state law, and federal law that were violated.

40.05 **IMPROVEMENT PLAN:** If an employee has documented disciplinary actions and evaluations that demonstrate a need for improved performance in his/her file the employee may be placed on an improvement plan. The purpose of an improvement plan is to support the employee in an effort to achieve satisfactory job performance.

40.051 The development and implementation of this plan shall be done in cooperation with the Board, the CEA and the employee. An end date will be agreed upon by all parties but may be extended depending on progress.

40.06 **LAST CHANCE AGREEMENT:** The Board retains the right to place an employee on a Last Chance Agreement when other disciplinary actions have failed to result in compliance with district policies or guidelines, and state and federal laws, or achieved satisfactory job performance.

40.061 The development and implementation of this agreement shall be done in cooperation with the Board, the CEA and the employee.

40.07 **TERMINATION:** Termination procedure shall adhere to applicable sections of Ohio Revised Code.

40.08 **NOTIFICATION:** In the event a bargaining unit member is to be disciplined, the Board agrees to provide the employee with written notice of the reason(s) for the intended action together with the date(s) for the implementation of the disciplinary action.

40.09 **GRIEVANCE:** The employee shall have the right to process any of the above actions through the Grievance Procedure with the exception of termination, which shall adhere to the Ohio Revised Code.

40.10 **BOARD RIGHTS:** The Board reserves the right to determine the level of discipline based on the severity of the violation of district policies or guidelines, state law, and federal law.

ARTICLE XLI
COLLEGE CREDIT PLUS

Any teacher qualified and approved though an accredited institution and assigned by the administration shall be given a $250.00 stipend paid on the supplemental payment schedule on successful completion of said course per semester. Payment will not be included in bargaining member's regular pay. Multiple sections of the course taught during the semester shall not qualify for an additional stipend.

APPENDIX F

REQUEST FOR SALARY SCHEDULE ADVANCEMENT

NAME _____

DEGREE EARNE_____ DATE _____

UNIVERSITY _____

- - - - - EMPLOYEE MUST PROVIDE OFFICIAL TRANSCRIPTS - - - - -

_____ _____

Employee Signature Date

****

NOTE: Per CEA Contract

Article X: PROFESSIONAL QUALIFICATIONS
10.05: FILING OF CERTIFICATES / LICENSE WITH SUPERINTENDENT
..... No increases in salaries will be made after October 1st for any teacher who was employed on a full-time basis the previous year nor after October 15th for new teachers. .....

****

- FOR OFFICE USE ONLY -

OFFICIAL TRANSCRIPTS REVIEWED:

ORIGINAL IN PERSONNEL FILE _____ COPY ATTACHED_____

_____ _____

Superintendent's Secretary Signature Date

SALARY SCHEDULE PLACEMENT:

FROM: STEP _____ $ _____

TO: STEP _____ $_____

_____ _____

Payroll Specialist Signature Date

APPROVED BY:

_____ _____

Superintendent Signature Date

_____ _____

Treasurer Signature Date

APPENDIX E

REQUEST FOR CONTINUING CONTRACT STATUS (TENURE)

NAME _____ *(Revised 11-8-11)*

ALL of the following requirements must be met before requesting tenure:

1.) Three (3) years of experience within the district – or two (2) years in the district if tenure was granted in another Ohio school district

Please indicate date of hire as a full-time teacher: _____

2.) A current Professional or Permanent Certificate or a Professional License - (May transition to the 5-Year Professional License before a current 4-Year Provisional Certificate is expiring by showing 6 semester hours and/or 18 CEU's since the 4-Year was issued.) If the initial professional license was issued after 1-1-11, rules for tenure eligibility are significantly different. Please contact the superintendent or superintendent's secretary for more information.

Please attach a copy of your current teaching license(s).

3.) Thirty (30) semester hours of graduate coursework completed since the issuance of the initial Ohio certificate or license.

Please attach official transcript(s) showing hours earned.

4.) Candidates who do not fall under the above guidelines should refer to Ohio Revised Code for exact details regarding a continuing contract.

5.) LPDC signature :

_____ _____

LPDC Signature *Date*

6.) Principal's signature verifying that all of the above requirements have been met and recommends tenure for said teacher:

_____ _____

Principal Signature *Date*

SUPERINTENDENT'S RECOMMENDATION:

TENURE GRANTED / Date: _____

TENURE NOT GRANTED / Reason:

_____

_____

Superintendent Signature **Date**

RESIDENT EDUCATOR PROGRAM

APPLICATION FOR MENTOR TEACHER STIPEND

I, _____, was the Mentor Teacher for Resident Educator _____ for the _____ school year. I have met my responsibilities as outlined in 10.1102 of the Negotiated Agreement (see attachment), and, therefore, submit this request for compensation according to 10.1105 of the Master Contract.

_____ Teacher mentored @ $500.00 each = $_____

_____		_____	
Mentor Teacher	Date	Building Administrator of Resident Educator	Date

_____		_____	
Mentor Teacher	Date	Resident Educator	Date

CAMPBELL CITY SCHOOLS
REQUEST FOR SICK LEAVE BANK DAYS

(Application should be submitted 10 days prior to exhausting accumulated sick leave.)

Name _____ **Building** _____

Date Last Accumulated Sick Leave will be Used _____

Have you used all three of your Personal Leave Days? ___ YES ___ NO

If NO, the number of Personal Leave Days you have left _____

Have you requested to be advanced five sick leave days this school year? ___YES ___NO

CHECK ONE ONLY

_____ PERSONAL ILLNESS OR INJURY

_____ PERSONAL ILLNESS OR INJURY OF IMMEDIATE FAMILY MEMBER

RELATIONSHIP _____

RELATIVE'S NAME_____

Briefly explain below the nature of the illness or injury (Reason you cannot work):
(Please be sure to attach your licensed physician's statement of verification of the long-term illness or injury. Include the physician's name and address, along with his/her signature.)

_____ _____
EMPLOYEE'S SIGNATURE **DATE SUBMITTING REQUEST**

SICK LEAVE BANK COMMITTEE ACTION TAKEN

_____ _____ _____
Superintendent's Signature CEA President's Signature Date of Action

SICK LEAVE BANK ENROLLMENT FORM

(Enrollment Period from October 1 through November 1 of each school year)

LAST NAME _____

FIRST NAME _____

Please check the applicable box:

☐ Yes, I wish to donate 1 day of accumulated sick leave to the Sick Leave Bank.

☐ I am retiring and wish to donate ___ days to the Sick Leave Bank, not to exceed ten (10) days.

☐ No, I do not wish to donate to the Sick Leave Bank.

If "yes" was checked, please provide your social security number below.

_____ Social Security number

Signature _____ Date _____

APPENDIX A

CAMPBELL CITY SCHOOLS

GRIEVANCE FORM (LEVEL _____)

Name _____ Building _____

Alleged violations, misinterpretations or misapplication of contract

_____

Policy _____ Rule or regulation _____

Statement of Grievance (include the pertinent provisions of contract, policy, rule or regulation and be concise) _____

_____

Remedy Requested _____

_____

_____ _____
Signature of Aggrieved Date

Disposition Rendered _____

_____

_____

_____

_____ _____
Signature of person rendering disposition Date

(Attach additional pages if needed for completion of any section)

ARTICLE XLII

DURATION AND SCOPE OF THE CONTRACT

All conditions and benefits shall be maintained during the term of this contract at not less than the level in effect as of the effective date of this contract. This agreement shall be effective from 12:01 a.m. on July 1, 2024 until midnight June 30, 2027.

It is acknowledged that during the negotiations which resulted in this agreement both parties had the ultimate right and opportunity to make proposals with respect to all proper subjects of bargaining. Therefore, for the duration of this agreement, the Board and the Association agree that neither party shall be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, and that this document constitutes the entire agreement between the parties. However, this does not eliminate the ability of both parties to meet monthly, or as needed, in a labor/management forum, to discuss items of mutual concern as specified in Article XXXVI of this Agreement.

APPROVED BY THE BOARD OF EDUCATION:

President, Board of Education

Treasurer, Board of Education

Superintendent of Schools

APPROVED BY THE C.E.A.:

President, C.E.A.

Vice-President, C.E.A.

Team Member, C.E.A.