Thu, 03/26/2026 02:54:14 PM SERB

1999-01
26-MED-01-0033
46756

# AGREEMENT

BETWEEN

THE CONTINENTAL LOCAL **BOARD** OF EDUCATION

**AND**

THE CONTINENTAL LOCAL EDUCATION **ASSOCIATION**

July 1, 2026 -June 30, 2029

**TABLE OF CONTENTS**
**CONTINENTAL LOCAL EDUCATION ASSOCIATION**


**ARTICLE I RECOGNITION**

A. Association Recognition 5
B. Bargaining Unit 5-6
C. Management Rights 6

**ARTICLE II NEGOTIATION PROCEDURES**

A. Commitment to Bargain/Scope of Negotiations 6
B. Directing Requests **6-7**
C. Negotiation Meetings 7
D. Representation and Composition of Negotiating Teams 7
E. Assistance 7
F. Information 7
G. While Negotiations are in Progress **7-8**
H. Caucus 8
I. Initial Negotiating Session/ Subsequent Negotiating Session 8
J. Negotiating Period 8
**K.** Agreement 8
L. Final Agreement 8
M. Disagreement 9

**ARTICLE III ASSOCIATION RIGHTS**

A. Use of School Buildings and Equipment 9-10
B. Purchase of School Supplies 10
C. Dissemination of Information 10
D. Personnel Directory 10
E. New Staff 10
F. Rights of Access to Members During School Hours 10 - 11
G. School Board 11
H. Rights Under the Law 11
I. No Reprisal Clause 11

**ARTICLE IV GRIEVANCE PROCEDURE**

Section 1 Definitions 11 - 12
Section 2 Purpose 12
Section 3 Procedure 12-13
Section 4 Grievance Processing Steps 13 - 15

**ARTICLEV EMPLOYMENT PRACTICES**

A. Asslgnment 15
B. Seniority 15-17
C. Vacancies, Transfers & Promotions 17 - 18
D. Employment Contract Offers 18
E. Job Description/Assignments 18 -19
F. Classified Evaluations 19
G. Contract Renewal & Non-Renewal Consideration & Contract Sequence 20 - 21
H. Random Drug Testing 21 -23
I. Reduction in Force 23-26
J. Hiring of Retired Employees 26-27

**ARTICLE VI LEAVES OF ABSENCE**

A. Sick Leave
B. Personal Leave 27-29
C. Professional Leave 30
D. Parental Leave 30- 31
E. Adoption Leave 31
F. Unpaid Leave/Unpaid Vacation Requests 31 -32
G. Assault Leave 32
H. Maternity Leave 32- 33

**ARTICLE VII PROFESSIONAL COMPENSATION**

A. Compensation/Payroll Practices/ Fringe Benefits 33-37
B. Major Medical, Dental, Prescription Insurance 38-39
C. Health Insurance (opting out) 40
D. Dental Insurance (opting out) 40-41
E. Credlt Reimbursement 41
F. Physical Examinations 41
G. Optical Insurance 41
H. Reimbursement for BCII/FBI Fingerprinting 41

**ARTICLE VIII WORKING CONDITIONS**

A. Work Year 42
B. Workweek 42
C. Work Day 42-43
D. Changes in Work Day 43
E. Relief Time 43
F. Reimbursement for Miscellaneous Expenses/Duties 43

G. Posting and Bidding of Bus Runs 43-44

H. Extra Bus Runs 44-45
I. Custodial Coverage for Extra-Curricular & Athletic Events 46
J. Extra Duty 46
K. Substitutes 46-47
L. Calamity Days 47
M. Overtime/Call Back 47-48
N. Professional Meetings 48
0. Holiday 48-49
P. Vacations 49- 50
Q. Health and Safety 50 - 51

**ARTICLE IX OTHER PROVISIONS**

SEVERABILITY 52
INTERIM BARGAINING 52
SEVERANCE BENEFIT FORM 53
EXTRACURRICULAR PAY 54
OTHER SUPPLEMENTAL COMPENSATION ... 54
1. Field Trip pay for drivers
2. Shift bonus
DURATION OF AGREEMENT/SIGNATURES 55

**APPENDIX A** 57-58

**APPENDIX B - SALARY SCHEDULES** 59-61

## ARTICLE I
## RECOGNITION

### A. ASSOCIATION RECOGNITION

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

### B. BARGAINING UNIT

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

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

Wherever the term(s) "staff member", "staff", "classified employee", "employee", "custodian", "bus driver", or "cook" appear in this Agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this Agreement. "Classified Staff' shall refer to food services staff, transportation staff, and custodial staff. This excludes employees exempted by the board of education as management such as "technology director", "cafeteria manager", "maintenance supervisor'', "principal", "superintendent", "treasurer", "central office administrative assistant", and "assistant treasurer".

FULL-TIME: An employee who is employed to perform thirty (30) hours or more of work per week as defined by this Contract except in the case of a bus driver. Bus drivers shall be considered full time employees if they are employed a minimum of thirteen (13) hours per week.

PART-TIME: An employee who works less than thirty (30) hours per week as defined by this Contract.

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

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

## C. MANAGEMENT RIGHTS

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

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

# ARTICLE II
# NEGOTIATION PROCEDURES

## A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS

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

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

## B. DIRECTING REQUESTS

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

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

## C. NEGOTIATION MEETINGS

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

## D. REPRESENTATION AND COMPOSITION OF NEGOTIATING TEAMS

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

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

## E. ASSISTANCE

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

## F. INFORMATION

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

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

## G. WHILE NEGOTIATIONS ARE IN PROGRESS

1. **News Release:** Any information given to news media during negotiations will be approved by both parties prior to release.

2. **Protocol:** No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member.

3. **Item Agreement:** As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be construed as final agreement.

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

## H. CAUCUS

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

## I. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION

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

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

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

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

## J. N_EGOTIATING PERIOD

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

## K. AGREEMENT

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

## L. FINAL AGREEMENT

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

## M. DISAGREEMENT

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

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

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

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

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

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

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

# ARTICLE III
# ASSOCIATION RIGHTS

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

## A. USE OF SCHOOL BUILDINGS AND EQUIPMENT

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

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

## B. PURCHASE OF SCHOO SVPf!LIES

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

## C. DISSEMINATION OEJNFORMATION

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all bargaining unit employee mailboxes. The Association may also utilize the school district's e-mail distribution system. A copy of any material provided to members pursuant to this section shall be given to the superintendent and each principal at the same time as distribution is made to teachers.

2. Use the interschool mail system to distribute material of the type described above.

3. Use in each building a reasonable amount of space on existing bulletin boards located in the teachers' lounges.

4. With the permission of the Principal, use of the school public address system for Association announcements in accordance with the administrative procedures.

5. With the permission of the Administrator conducting the meeting, make brief announcements at faculty meetings.

## D. PERSONNEL DIRECTORY

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

## E. NEW STAFF

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

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

The President of the Association and/or a designee and/or the UNISERV Consultant for the Association shall have the right to visit schools. Either prior to or immediately upon the President's or Consultant's arrival at any school, the President and/or Consultant shall advise the Principal or, in his absence, the acting building administrator, of his/her desire to visit the school and secure the permission of such administrator to make the visit. Such permission will not be denied but may be delayed if the visit is not

during lunch period or will interfere with the normal teaching duties of the professional staff member to be contacted as determined by the principal.

## G. SCHOOL BOARD

1. **Meeting Notice and Agenda:** Upon request, the President of the Association will be given notice and supplied with an agenda of all regular Board meetings 24 hours after they are made available to the Board. In the case of special or emergency Board meetings, the Association, upon request, will be notified and given an agenda, if prepared.

2. **Association Participation:** A representative of the Association shall be permitted to address the Board during the Board meeting pursuant to the rules and regulations applied to the general public. The Association may also arrange to be placed on the agenda by submitting a written request to the superintendent pursuant to Board policy. Such request must indicate the item(s) to be discussed.

3. **Minutes and other Public Documents:** Upon request, the President of the Association will be supplied with minutes of all regular Board meetings and the monthly financial statement of the receipts and expenditures of the school district at no cost to the Association.

## H. RIGHTS UNDER THE LAW

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

## I. NO REPRISAL CLAUSE

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

# ARTICLE IV
# GRIEVANCE PROCEDURE

Section 1 - Definitions

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

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

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

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

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

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

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

Section 2 - Purpose

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

Section 3 - Procedure

All written requests, grievances, relief sought and grievance dispositions as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. The previously mentioned information shall be included on the Grievance Form (Appendix A). If service is personal, the individual making such service shall indicate the time and date of service and the person receiving same shall affix his signature thereto.

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

The grievant may be represented at all stages beyond Step I of the grievance procedure by any member of the local Association or the UniServ Consultant. Beginning with Step 11, when the grlevant is not represented by the Association, the Association shall have the right, at its request, to have its representative present, to state the views of the Association and offer testimony at all stages of the grievance procedure.

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

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

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

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

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

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

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

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

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

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

Section 4 - Grievance Processing Steps

Grievances shall be resolved as follows:

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

**Step Two:** If the grievant is not satisfied, he/she may submit to the proper immediate administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed STEP I grievance form. If the written grievance is not filed with the Principal or Superintendent within twenty (20) days after the aggrieved person or persons knew, or should have known, of the event or condition upon which it is based, the grievance shall be considered waived. Any dispute as to whether a grievance has been waived shall be subject to arbitration. Such completed grievance form will contain the nature of the grievance, including but not necessarily limited to the policy or need for policy, the agreement, regulation or practice

being violated, misinterpreted or misapplied.  A copy of the completed form shall be given to the principal,

superintendent, and to the Association building representative. Within five (5) school days of receipt of the Grievance Form, the administrator shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate, in writing, his disposition to the grievant and the Association within five (5) school days after such meeting.

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

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

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

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

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Step 111, they may, within ten (10) days of the receipt of the Superintendent's written response in Step Ill above, advance the grievance to arbitration by giving simultaneous written notice to the Board treasurer and the Superintendent of the association's intention to advance the grievance to arbitration.

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

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

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

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

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

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

## ARTICLE V
## EMPLOYMENT PRACTICES

### A. ASSIGNMENT (CLASSIFIED)

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

If a change in assignment Is made during the summer, the principal/supervisor or superintendent will contact the staff member to discuss the position to be assigned.

### B. SENIORITY (CLASSIFIED)

SENIORITY DEFINED

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

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

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

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

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

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

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

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

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

EQUAL SENIORITY

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

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

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

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

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

SUPERSENIORITY

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

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

**LQSS** OF **SENIORITY**

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

POSTING OF SENIORITY LIST

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

CORRECTION OF INACCURACIES

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after sixty (60) days of the posting of the seniority list and list shall be considered as final until the next posting.

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

VACANCY POSTING

Definition:

A vacancy shall be defined as a newly created position or a present position that is not filled **that the Board intends to fill.**

VACANCIES

CLASSIFIED STAFF

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

(a) Job title
(b) Location of work
(c) Starting date
(d) Rate of pay
(e) Hours to be worked
(f) Classification
(g) Minimum requirements
(h) Deadline for application

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

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

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

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

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

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

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

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

VOLUNTARY TRANSFERS:

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

Staff may, at any time, request a transfer to another position for which they are qualified by submitting a request. All such requests shall expire annually on September 30th each year. All such requests shi:!11 be considered as applications for any vacancies for which the affected applicant is qualified.

INVOLUNTARY TRANSFERS:

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

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

## D. EMPLOYMENT CONTRACT OFFERS (Classified)

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

## E. JOB DESCRIPTION/ASSIGNMENTS

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

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

## F. CLASSIFIED EVALUATIONS

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

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

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

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

**PERSONNEL RECORDS (CLASSIFIED)**

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

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

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

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

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

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

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

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

## G. CONTRACT RENEWAL & NONRENEWAL CONSIDERATION AND CONTRACT SEQUENCE

### CLASSIFIED STAFF

#### 1. Probationary Period

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

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

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

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

After completion of said one (1) year probationary period, employees may be disciplined, suspended or terminated for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct,

insubordination, discourteous treatment of the public, neglect of duty, violation of written rules and regulations of the employer, or any other just cause. If certification of fitness for employment is required by any agency, department or body of government, the failure to attain such certification may be a cause for removal.

**2. Discipline. Suspension and Termination**

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

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

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

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

Discipline, suspension and termination shall be subject to the grievance procedure after the completion of the probationary period.
This provision replaces 3319.081, Revised Code.

**3. Renewal and Contract Seguence**

a. 1st year of service - 1 year contract
b. 2nd - 3rd of service - 2 year contract
c. 4th - 5th years of service - 2 year contract
d. 6th- 7th years of service - 2 year contract
e. 8th year of service - Continuing

Contract As per ORC 3319.081

## H. RANDOM DRUG TESTING (BUS DRIVERS)

**Scope of Training**

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

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

The Disciplinary consequences of violating the drug and alcohol prohibitions:

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

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

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

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

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

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

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

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

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

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

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

Rehabilitation

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

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

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

Voluntary Participation in a Dependency Program

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

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

Records

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

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

Costs

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

## I. REDUCTION IN FORCE (Classified Staff)

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

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

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

   To the extent that reductions are not achieved through attrition or the nonrenewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils,

return to duty of regular staff after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, financial reasons, or abolishment of programs, the Board of Education decides that it will be necessary to reduce the number of staff, it may make a reasonable reduction.

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

1. Suspension and/or renewal-suspension of contracts shall occur to nontenured staff first and shall be on a last employed first to be suspended by job classification basis.

2. If the suspension of contract is necessary for any tenured staff, this shall be on a last employed first to be suspended by job classification basis.

3. A staff member so affected who possesses certification in another area(s) may elect to displace another staff member who holds a lower position on a seniority list for that area of certification. Displacement rights shall be exercised by all staff within their respective contract status (continuing contract tenured or limited contract) with no nontenured staff exercising displacement over tenured staff. Displacement shall be limited to job classification for which affected classified staff members are qualified.

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

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

If a reduction in staff is deemed necessary by the Board, the Superintendent shall give notice of the intent to recommend the suspension and/or renewal-suspension of contracts to all members so affected and to the Association at the earliest practicable time, but not later than thirty (30) days prior to Board action to reduce staff.
While the following procedure does not preclude mid-school term suspension of staff contracts, this provision shall not be construed to generally permit wholesale suspension of contracts within the school term. Further, it shall be the obligation of the Board to clearly demonstrate an urgent demanding cause in order to effectuate any such midyear contract suspension.

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

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

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

1. First recall shall be of qualified tenured continuing contract staff in order of seniority.

2. If vacancies cannot be filled by such tenured continuing contract staff, then qualified properly qualified nontenured staff shall be recalled in order of seniority.

3. The recall list for those staff on limited contracts shall be maintained for a period of five (5) years. Thereafter, a limited contract employee on suspension shall lose his/her right to recall.

4. While a suspension continues, no substitute staff member(s) or any other person new to the system will be hired except where:

   a. There are no staff member{s) on lay off qualified to fill a vacant position or who become qualified by retraining, or

   b. All qualified staff member{s) on lay off decline the offer to fill the vacancy.

5. Staff members who become qualified by retraining shall have the duty of notifying the local superintendent of their new certification/license.
6. Staff members who wish appropriate notification of recall shall keep their current address on file with the Treasurer of the Board. Staff members on suspension to be recalled and the President of the Association shall be given written notice at least twelve (12) days prior to the deadline for responding to a recall notice.
7. If a staff member on a suspended limited contract layoff resigns, fails to accept full-time, active employment status for which they are qualified within twelve (12) calendar days from the date said notification was postmarked, the board's obligation to said staff member will cease and the staff member's employment with the Board shall terminate and his/her name shall be removed from the recall list.

8. The Board shall not contract out any work previously performed by staff member(s) in the bargaining unless mutually agreed upon by the parties.

9. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position or a regular basis while an eligible employee remains on layoff status.

10. Qualifications for a bargaining unit position shall not be upgraded or otherwise restructurec solely for the purpose of preventing the recall of a laid off employee.

11. Reduced staff members may, for the duration of their recall eligibility or for that period requirec by law, whichever is greater, elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums in advance to the exten1 permitted by law to the Treasurer of the Board of Education. Such employees will be

informec of the premium due date.

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

12. A staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such staff member shall be credited with additional sick leave earned, if any, and be placed on the salary schedule in accordance with their respective trainin and experience at the time of recall.

13. If a staff member has been required to obtain a temporary certificate to meet the requirements of the current assignment and also hold provisional or higher certification in other fields, tha staff member shall be placed with the appropriate contract status group according to seniorit} and provisional or higher certification areas and shalt have displacement rights within those groups.

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

## J. HIRING OF RETIRED EMPLOYEES

If the Board of Education elects to employ individuals who have retired and are receiving benefits thr9ugl" the State Employees Retirement System, the conditions set forth in this article and only the conditions se1 forth in this article shall apply to the employment of these individuals:

1. The salary to be paid to the returning member of the bargaining unit.shall be set at the level on the salary schedule for the appropriate job classification at_ten (10) years' experience.

2. Members of the bargaining unit employed pursuant to this provision shall receive a one (1) year limitec contract and shall not be eligible to receive continuing contracts regardless of their years of service or license held.

3. Each one (1) year contract shall automatically expire upon the completion of the year and it is no necessary for the Board to conduct evaluations in accordance with 3319.111 O.R.C. nor to take formal action to not re-employ the teacher pursuant to 3319.11 O.R.C. in order to terminate the employmen relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

4. Returning retirees are not entitled and/or not eligible to receive the longevity stipend benefits or an) severance benefits provided by any collective bargaining agreement in effect between the Board anc the Association.

5. In the event of a Reduction in Force, the re-employed member of the bargaining unit will not have an) bumping rights under Article 5, letter J.

6. Such employment will not jeopardize the continuation of existing academic programs nor result in the Reduction in Force of faculty employed at the commencement of each such re-employment contract.

7. Subject to these provisions, re-employed members of the bargaining unit are part of the bargainin{;; unit.

8. Re-employed members of the bargaining unit are eligible for sick leave accumulation commencin{;; with the first year of such re-employment.

9. Employed members of the bargaining unit may commence their re-employment with up to fifteen (15: days of accumulated sick leave if said days are carried forward from their prior employer.

10. Re-employed members of the bargaining unit are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

11. Pursuant to the authority provided by O.R.C. 4117.10, and to the extent that this provision is contrar) to or in conflict with any Ohio law including, but not limited to, O.R.C. 3319.11, O.R.C. 3319.111,
O.R.C. 3319.141, O.R.C. 3319.17, O.R.C. Chapter 3317, O.R.C. Chapter 3307, this provision shal supersede and replace the statutory law of Ohio.

## ARTICLE VI
## LEAVE OF ABSENCE

### A. SICK LEAVE (CLASSIED STAFF)

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

   This payment will be made the second pay in July.

2. Each newly hired staff member who has no accumulated sick leave will be given an accumulation of sic leave of at least ten (10) days. Each staff member under regular, fulltime contract having used all available sick leave, but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.

3. Any staff member having terminated employment with the Board will have accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another boarc of education or other agency of the State of Ohio covered by such provisions.

4. A staff member reemployed by the Board who, since leaving the employ of the Board, has been employee by other boards of education or by state, county or municipal governments in Ohio, will receive full credit up to 228 days for sick leave accumulated both in the prior employ of the Board and in the employment 01 other agencies of the State of Ohio as shown in the records of the last employing organization.

5. Any staff member being employed by the Board, who, preceding this employment,
has been in the employ of another board of education, state county or municipal government in Ohio wil

receive fulltime credit up to 228 days for the sick leave accumulated in this previous employment as shown in the records of the last employing organization.

6. Staff members absent when school is canceled or otheiwise not in session shall not be charged with sick leave.

7. Staff should notify his/her immediate supervisor of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergenc situations, lesson plans from the teaching staff must be available to the substitute.

8. Sick leave shall be granted for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, illness or disability due to pregnancy or death in the employee's immediate family. (In addition, sick leave shal be granted if the employee has the medical power of attorney for another. The necessary documentatior must be provided to verify this leave.)

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

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

   **b. Death in famlly**

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

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

**SICK** LEAVE **BANK**

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

A Sick Leave Bank Oversight Committee shall be responsible for handling all transactions related tc the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives

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

appointed by the Superintendent and three (3) representatives appointed by the CEA President. The duties of the Oversight Committee shall include the following:

A. Distribution and collection of the Sick Leave Donation Forms each school year during the montt of September;

B. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;

C. Processing of all requests for use of days in the Sick Leave Bank (receipt of requests, notification of Board Treasurer's office, etc.);

D. Monitoring of all usage of days from the Sick Leave Bank;

E. Solicitation of additional donations when the Sick Leave Bank is nearing depletion.

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

A member must meet all of the following requirements:

A. The member's personal sick leave, personal leave day and vacation day accumulations mus1 be exhausted;

B. The need for additional sick leave must be based upon catastrophic illness, catastrophic injury and/or surgery, but shall not include use for normal pregnancy;

C. A physician must verify, in writing, the member's need to be off work. Members who wish tc request days from the Sick Leave Bank shall submit a written application to the Oversighi Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the numbeI of days up to twenty (20) per injury or illness requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. Sick leave days will not be granted beyond the employee's contracted work year. A member may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the nex1 contract year. A member who has applied for and been recommended by STRS/SERS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so thal he/she may extend the date on which he/she will begin his/her STRS/SERS disabili retirement.

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

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

## B. PERSONAL LEAVE (CLASSIFIED STAFF)

Personnel in the Continental School system will be authorized to use of a maximum of three (3) days 01 unrestricted personal leave per year. Such leave is not accumulative. Personnel will be authorizec absence{!} on such leave date{!} without loss of salary and/or fringe benefits.

Personal leave shall not be taken if more than four (4) classified employees in the Continental Schoo system are granted a scheduled absence. (Absence shall not include employees on long term leave, i.e. maternity, etc.). Request for personal leave shall be given to the building Principal or immediate superviso1 for approval at least forty-eight (48) hours in advance. The forty-eight (48) hour advanced-notice requirement may be waived by the Superintendent.

The request for personal leave will be approved on a first come first serve basis as determined by the date and time of the Principal's or immediate supervisor's receipt of the request form.

Unused Personal Leave Reimbursement (Classified Staff)

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

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

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

## C. PROFESSIONAL LEAVE (Classified Staff)

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

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

Requests for professional leave shall be submitted in writing and shall specify the purpose and duration o such leave. Unless knowledge of the meeting comes after the deadline indicated below, requests fo1 professional leave will be submitted to the superintendent at least two (2) weeks prior to the requestec leave. Greater consideration to attend professional association meetings will be given to staff who are members of that association or trade.

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

1. To attend professional or trade conferences, meetings or training sessions;

2. To visit other school districts at the request of the Administration;

3. To participate in a professional or trade seminar, meeting or training session;

4. For any other Board of Education and/or Administration approved activity that will promote professional growth of the requesting staff member and/or the school system.

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

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

1. Use of privately owned automobile on a cents per mile basis at the Board approved rate per mile.

2. Meals necessary and actual approved expenditures as certified by receipts.

3. Necessary lodging which is supported by receipts.

4. Conference registration.

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

## Q. PARENTAL LEAVE (Classified Staff)

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

1. The memberts written request for parental leave must include starting and termination dates, and must be submitted at least thirty (30) calendar days prior to the effective date of such leave.

2. A member not completing one hundred and twenty (120) actual work days or more during the schoo year due to taking parental leave will not receive a year of teaching service for salary step increase purposes. Sick leave is counted as an actual day.

3. A member granted a parental leave shall be returned to the member's original position if the leave is for one (1) semester or less. A member granted parental leave for more than one (1) semester shal be returned to the member's original position, if available, or one of a similar position.

4. The date of return from parental leave shall coincide with the beginning of a semester unless otherwise approved by the Superintendent.

Parental leave shall not exceed the term of a member's contract nor shall parental leave be a reason fo1 non-renewal or termination of a member's contract.

## E. ADOPTION LEAVE (Classified Staff)

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

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

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

1. If the child's age is less than that required for enrollment in kindergarten, the leave shall be up to one (1) school year.

2. If the child is enrolled in kindergarten, the leave shall not exceed one (1) school semester.

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

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

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

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

1. Totally unique situation or circumstances such as winning a vacation that can only be taken d[illegible]rin[illegible] the regular student school year;

2. Other such circumstances where the cause or reason for the request is not of a routine reoccur• nature.

3. All other reasons permitted by law.

3. All per[illegible]onal leave must be used before granting unpaid leave.

4. A maximum of five (5) days will be granted in a school year, including personal and unpaid leave. (excludes all other leaves).

6. All unpaid leave must be approved by the board of education prior to use unless an emergenc) approval is given by the Superintendent.

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

G. **ASSAULT LEAVE**

1. A bargaining unity member who suffers an injury that is caused by an assault while performing dutie[illegible] on behalf of the Board, or due to the fact he/she is a board employee, may be granted assault leave for up to ten (10) school days per contract year or upon release by a medical provider. Any additiona days granted by the superintendent shall be at no loss of salary or benefits.

2. Use of assault leave shall not result in loss of pay or benefits and shall not be deducted from sick leave or personal leave.

3. The board acknowledges the right of any bargaining unit member to file charges against any student parent, guardian, or another person who assaults, threatens, menaces, or harasses the employee 01 who vandalizes the employee's real or personal property.

## H. MATERNITY LEAVE (CLASSIFIED)

Employees are expected to inform the Superintendent of their pregnancy and anticipated due date (i1 known) as early as possible but no later than eight (8) weeks prior to their delivery date. Notification shal include a statement from the employee confirming the anticipated delivery date and a statement of the employee's tentative plans for leave. Accumulated sick leave immediately following the birth of a child fo1 normal convalescence shall be granted, upon request of the employee, for up to six (6) consecutive weeks [thirty {30) work days], unless otherwise indicated by a physician's statement. Employees who are the non-birthing parent are presumed eligible for a sick leave period of five (5) consecutive work days commencing on the day after the birth of a child. Additional paid sick leave must meet the requirements for such leave and any requested extensions of non-birthing employee sick leave must be accompanied by appropriate documentation from a physician. Unpaid family leave may be used in accordance with FMLA for eligible employees.

# ARTICLE VII
# PROFESSIONAL COMPENSATION

## A. COMPENSATION/PAYROLL PRACTICES/FRINGE BENEFITS



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

Longevity

This provision only applies to the staff presently employed as of the 2006-07 school year.
No one hired after June 30, 2007 shall be eligible for this pay.

In addition to the basic salary schedule, a longevity stipend of five hundred dollars ($500) shall be paic each year and starting at year fifteen (15) for members of the bargaining unit. This stipend is to be paid ir a lump sum the last pay in December before the Christmas break.

Salarv Schedule Placement

CLASSIFIED STAFF

Each member of the bargaining unit employed by the Board in a support service classification shall be given credit for up to five (5) years of service outside the district, or up to five (5) years of military service

ir

the Armed Forces of the United States or any combination of both not to exceed five (5) years of service for proper placement on the salary schedule. Outside service credit shall be given only where such outside service is the same as the employee's assignment.

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

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

PAY PERIODS

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

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

PAYROLL "CREEP"

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

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

## NIING BONUS

The Board agrees to pay each member of the bargaining unit a one-time signing bonus of five hundred ($500) dollars on the condition the tentative agreement is ratified by the bargaining unit on the first vote. This payment will be made on a separate payroll in early November 2026.

## e.AYROLL DEDUCTI.Qt§

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

a. United Education Professional Dues --
Such deduction shall be made in equal amounts, beginning for all individuals so authorizing with the second paycheck in October and for the second pay monthly from October to May which is eight (8: pays. All money so deducted shall be remitted to the Treasurer of the association monthly. accompanied by a list of staff from whom the deductions are made and the amount for each said staff

If a staff member gives written notice to the Treasurer of the Board to discontinue such deductions then the provision of fair share fee shall be applicable.

b. Credit Union.
c. Income Protection Insurance.
d. Tax Sheltered Annuities.
e. Political Contributions.

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

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

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

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

DAILY OR PER DIEM RATE DEFINED:

1. In computing deductions for those absences of salaried employees for which a deduction in pay is tc be made, the basis shall be called the daily or per diem rate. The daily rate shall be calculated b} dividing the number of work days in the adopted school calendar into the salary that corresponds tc the assignment or training, experience and the extent of employment of the affected staff member.

2. Salaries of personnel employed on an hourly basis shall be subject to approved deductions computec on an hourly basis.

COMPENSATORY TIME/FLEX TIME

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

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

OVERTIME/CALL **BACK**

Overtime will be paid if approved in advance by the superintendent. Scheduled hours worked in excess 01 forty (40) hours in a work week and not compensated through the comp time/flex time provisions above shal be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

If any staff member is called back to work at a time when he/she is not regularly scheduled to work and sue!" employee has worked their full prior and following shift, the Board shall pay for not less than one (1) ho11r o work at a rate of time and one half or its equivalent in compensatory time off.

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

SERS PICK-UP (Classified)

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

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

2. The pick-up percentage otherwise required for all members of the bargaining unit contributing to SERS, 01 shall apply uniformly to all members of the bargaining unit.

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

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

1. That the employee's contract salary consists of:
   a. A cash salary component and

   b. A pick-up component, which is equal to the amount of the employee's contribution being "picked-up' by the Board on behalf of the employee;

2. That the Board will contribute SERS. an amount equal to the employee's otherwise required contribution tc or SERS for the account of each employee; and

3. That sick leave, severance, vacation, supplemental, extended service pay, insurance benefits or any othe1 pay or benefit which are indexed to or otherwise determinable by reference to the employee's rate of pa} shall be calculated upon both the cash salary component of the employee's restated salary.

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

SEVERANCE PAY (Classified)

Any employee of the school district with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire, while in the employ of the district shall be paid 25% of his accumulated and unused sick leave days up to the amount set forth by board policies 1415, 3415 and 4415..

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

• required duty.

As used in the section, retirement means disability or service retirement under any state or municipal retiremenl system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick 01 disabled from using the accumulated sick leave for the duration of the disability.

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

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

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

Early Notification of Retirement Bonus (Classified)

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

1. An employee retiring at the completion of the first quarter must submit his/her written letter of resignation to the Superintendent no later than June 15th prior to the school year the employee retires.

2. An employee retiring at the completion of the second quarter must submit his/her written letter of resignatior to the Superintendent no later than June 15th prior to the school year the employee retires.

3. An employee retiring at the completion of the third quarter must submit his/her written letter of resignatior to the Superintendent no later than January 15th of the school year the employee retires.

4. An employee retiring at the completion of the fourth quarter must submit his/her written letter of resignatior to the Superintendent no later than January 15th of the school year the employee retires.

5. Any employee intending to retire at any time other than at a quarter break as set for in 1-4 above, anc requesting an early notification of retirement bonus, may request an exception based on mitigatins circumstances. An employee must submit a written request to the Superintendent asking for the Earl} Notification Retirement Bonus, setting forth the employee's last day of service, and providing the mitigatins circumstances which will not permit the employee to retire at a quarter break. Such request must be submitted to the Superintendent no later than January 15 1h of the school year preceding the date o• separation. For the purposes of this provision any day after the completion of a given school year shall be considered the next school year. The administration shall have the discretionary ability to

approve or den} said request.

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

### General Provisions

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

Once a current employee changes to HSA they are not permitted to switch back to a PPO. Should an employee choose the HSA Insurance Plan, the Board will contribute: family plan $3000 and single plan $1500. The Board will deposit 65% of the total amount into the employee's HSA on/about January 15 and the remaining 35% on/about September 1. Those members no longer employed with the district after the start of the new school year will forfeit the second deposit into their HSA.

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

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

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

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

Medical premiums will be divided:
85% employer paid and 15% employee paid

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

### Medlc:al/Prescription Insurance

Negotiations will not be reopened based on the insurance plan benefit changes that were

approved by the Putnam County Health Insurance Consortium's Board of Directors commencing on January 1, 2019. Any issues that may arise from future changes in the Consortium insurance

plan will be addressed during negotiations for a successor agreement.

Continuation of a full spectrum 125 plan.

**Dental Insurance**

Negotiations will not be reopened based on the insurance plan benefit changes that were approved by the Putnam County Health Insurance Consortium's Board of Directors commencing on January 1st, 2019. Any issues that may arise from future changes in the Consortium insurance plan will be addressed during negotiations for a successor agreement.

Dental premiums will be divided:
85% employer paid and 15% employee paid

**Secondary Prescription Drug Insurance for PPO**

The Board shall provide, through a limited self-insurance plan administered jointly by the Board and Association[2], a Generic Drug Program, that provides the following:

1. The Board will pay up to fifteen dollars {$15.00) per prescription for those employees who have PPO coverage. To receive reimbursement, the employee must submit a copy of each receipt to the Board Treasurer. Reimbursements shall be paid upon receipt. Prescription receipts older than 365 days will no1 be accepted.
2. Employees must be PPO health plan participants to receive this reimbursement.

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

Injectable insulin with or without a prescription.

Compounded Prescription Drug containing at least one Legend Drug.

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

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

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

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

---

[2] A complete set of administrative procedures including those required of active plan participants 1s attached as an Appendix hereto.

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

**C. HEAL.TH INSURANCE (OPTING OUT) (Classified)**

For each member of the bargaining unit that elects not to enroll in any other of the Board paid or partially 13aid insurance programs, including hospitalization, surgical, and major medical, the Board agrees to pay a cash benefit of $3,250 each year for those eligible for the family plan, or $1,200 for those eligible for the single plan, on the second pay in June of the current school year.

For new employees: within 10 days of employment or September 30[1]h, whichever is later, the employee eligible for the opt-out shall indicate to the treasurer of his/her intention to participate in the opting out plan. Current employees must opt-out during the open enrollment period to be eligible for opt-out payment the following year. (November 1st to the Wednesday before Thanksgiving)
Staff participating in the opting out provisions may cease participation and elect enrollment in any of the Board provided insurance plans provided:

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

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

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

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

**D. DENTAL INSURANCE (OPTING OUT) (Classified)**

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

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

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

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

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

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

## E. CREDIT REIMBURSEMENT

Classified Staff

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

## F. PHYSICAL EXAMINATIONS (Classified)

The employer will pay for any annual medical examination required for the maintenance of licensure. The employer shall be permitted to select the physician from which to secure the medical examination for licensure. The employer may otherwise require a medical examination at its' expense with a physician of its' own choosin• from reasons other than licensure. The employee may obtain a second opinion from a physician of his/he1 choosing with the board paying the cost of same up to $500 for such costs not covered by the medica insurance.

## G. OPTICAL INSURANCE (Classified)

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

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

Bus driver minimum of 13 hours per week -Family
insurance Bus driver less than 13 hours per week- Single
insurance

## H. REIMBURSEMENT FOR BCII/FBI FINGERPRINTING (Classified)

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

## ARTICLE VIII

## WORKING CONDITIONS

### A. WORK YEAR (Classified)

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

Food Service:

a. Five (5)+ hour per day cafeteria staff will work 183 days and receive paid holidays.

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

Bus Drivers including the Vantage Driver:

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

Maintenance/Custodial Staff — 248 days plus paid holidays

### B. WORKWEEK

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

### C. WORKDAY

The normal work day for support staff bargaining unit members is as follows:

1:. **Custodians:** Work eight hours per day Monday - Friday at 40 hours per week with thirty (30) minutes duty-free (unpaid) lunch and/or dinner where applicable. Anticipated times to be set by the supervisor/superintendent and shared with the employee in May for the following school year.

2. **Food Service Personnel:** Anticipated work schedule will be determined by the supervisor/superintendent and shared with the employee in May for the following school year with thirty
(30) minutes duty free (unpaid) lunch. A minimum of 2 hours and maximum of 7 hours may be assigned per day.

3. **Bus Drivers:** Bus drivers' start and stop time may vary depending on assigned route. All full-time drivers will be assigned 3 hours per day to include pre-trip, fueling, cleaning in/out (bl-weekly). Necessary responsibilities and meetings to create a safe bussing environment will be paid off the tlmesheet at the driver's hourly rate including, but not limited to, county driver meetings, district driver meetings, and route meetings. Bus driver approximate start and stop times will be established by the supervisor/superintendent with the assistance of the driver in the first 2 weeks of school and may vary throughout the year.

Bus drivers will be compensated seventy-five dollars ($75) plus four (4) hours at their regular rate of pay to clean their assigned bus and prepare for summer inspection. Bus drivers will be compensated one hundred dollars ($100) for each additional spare bus they clean and prepare for summer inspection.

VANTAGE DRIVER

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

## D. CHANGES IN WORK DAY

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

## E. RELIEF TIME

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

## F. REIMBURSEMENT FOR MISCELLANEOUS EXPENSES/DUTIES

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

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

## G. POSTING AND BIDDING OF BUS RUNS

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

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

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

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

a. Regular bus drivers shall be offered all such runs before these runs are offered to substitute bus drivers.
b. Regular bus drivers will be offered all extracurricular activities runs/trips not being driven by a coach/advisor that require a bus for transportation.

e. Bus drivers will assemble with the Bus Supervisor prior to the start of each sports season to select the following trips:

| August | October | March |
|---|---|---|
| Boys V. soccer | Boys V. Basketball | Boys V. Baseball |
| Girls V. soccer | Girls V. Basketball | Girls V. Softball |
| Girls V. Volleyball | Freshman Boys Basketball | Girls JV. Softball |
| Girls Jr. High Volleyball | Boys Jr. High Basketball | V. Track |
| | Girls Jr. High Basketball | Jr. High Track |
| | Quiz bowl | |

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

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

## H. EXTRA BUS RUNS

Field Trips:

1. Except in cases of emergency or where short notification of a field trip request was given to the Administration, all extra runs/field trips (excluding those listed in Article VIII, letter H.) will be posted at least five (5) days in advance. Failure to indicate a "yes" or "no" will be taken to mean that the driver does not want the extra run.

2. If a signed driver does not desire extra trips or shuttle runs, he/she shall have the option of withdrawing his/her name from the seniority extra-run list. (Note: This is the same list as above).

3. All scheduled extra runs will be taken. If a contracted driver signed for a field trip/extracurricular/extra run is not available, they are to contact the superintendent. Those drivers who have signed up for the field trip/extracurricular/extra run, according to seniority, will be asked first to drive. Your first choice is your primary responsibility. If no one signs up, then substitute drivers may be asked to take the trip. If no replacement is available, the contracted driver must take the trip except in cases of emergency situations as determined by the bus supervisor. If it is deemed an emergency, the most junior regular route driver(s) who is/are available on the seniority list will cover the scheduled trip(s).

4. When a field trip is available, the most senior driver electing the trip may take that run instead of their regular run. Such runs that conflict with the driver's regularly scheduled run will be covered by a substitute. If a substitute cannot be found, the driver may be required to take their regular route run instead, unless it is an emergency situation.

5. After all eligible regular drivers have rejected a trip, a licensed driver employee, not regularly employed as bus drivers, will be offered the trip as long as it does not conflict with their regular duties.

6. In the event that a substitute must take the regular route, the regular driver taking such field trip will be compensated at a rate equivalent to the regular bus route while on the field trip only for and during the time in which the affected regular route driver would have driven such regular route.

7. The cost of admission, if any, will be provided by the employer. Where an overnight stay is required, the employer will provide for reimbursement of reasonable and necessary lodging & meals. All drivers must stay at the event to which they drive (when possible}.

8. Shuttle Runs:

   a. Shuttle runs are scheduled runs that occur during the school day from one educational facility to an alternate education facility.

      - Routine shuttle runs may be scheduled and included as a part of a regular bus route.

   b. Any run occurring before or after a driver's regularly scheduled hours shall be considered a shuttle run.

      - Shuttle runs for purposes of an assembly or field trips will be treated as field trip runs.

9. General Provisions:

   a. All field trips, extra-curricular events and extra shuttle runs will be paid at the driver field trip rate for the current school year, with a minimum of one (1) hour of pay even if such trip is canceled.

   b. Record(s) of all extra runs will be made available to the association bus transportation representative upon request in the form of bus driver trip records.

   c. The school district will provide a bus driver's operation manual to each full-time, part-time or substitute bus driver. Such operations manual will include emergency procedures especially as those relate to injured children or children with special health problems that may require immediate medical attention.

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

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

   e. All buses will be equipped with two-way radios.

## I. CUSTODIAL COVERAGE for EXTRA CURRICULAR & ATHLETIC EVENTS

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

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

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

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

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

## J. EXTRA DUTY

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

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

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

## K. SUBSTITUTES

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

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

A bargaining unit member's pay rate shall not be reduced as a result of an involuntary assignment. If a substitute is filled by a bargaining unit member within the same job classification, the substitute will receive

their regular pay. If a substitute is filled by a bargaining unit member outside of their job classification or someone not in the bargaining unit, the substitute will receive regular substitute pay for the work performed.

## L. CALAMITY DAYS

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

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

### Employees working less than 260 day contracts

When the weather conditions necessitate alteration of the starting time for the school day, the Superintenden1 shall use his/her best judgment in determining the need for a three (3) hour delay for the start of school.
When the Superintendent calls for a three (3) hour delay there shall be a corresponding addition of one (1) hour at the end of the regular school day, only if the district needs to meet the minimum hour requirements per ORC 3313.48 (based on high school hours).

### Bus Drivers

In the event that school is closed, bus drivers should not report for duty. The first five (5) full calamity days shall not result in a loss of pay or require employees to work additional days without pay. Any calamity days beyond the first five (5) shall be made up without additional compensation:.

### Food Service Em◆ees

Inthe event that school is closed, food service employees should not report for duty. The first five (5) full calamity days shall not result in a loss of pay or require employees to work additional days without pay. Any calamity days beyond the first five (5) shall be made up without additional compensation

If the notification of a delay occurs after 6:30 a.m., members of the bargaining unit who are en route to their reporting facility may continue to work and clock in upon arrival and be paid for one (1) additional hour at thei1 regular rate of pay.

## M. OVERTIME/CALL BACK (Classified)

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

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

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

## N. PROFESSIONAL MEETINGS

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

## 0. HOLH>AY (Classified)

DAYS

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

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

In addition, support staff employees on 12-month contracts will receive Friday following Thanksgiving, Christmas Eve day, New Year's Eve day, and Good Friday as paid time off. Custodians will not be called in on paid days off unless there is an emergency or an event needs to be covered as referenced in Article VIII Section I above.

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

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

If Christmas Day/New Year's Day fall on a Saturday, the eve's paid day off will be recognized on the preceding Thursday. If Christmas Day/New Year's Day falls on a Sunday, the eve's paid day off will be recognized the following Tuesday.

Compensation for Holiday Work

Pay for work required on holidays or paid time off shall be paid for the regularly scheduled hours of each bargaining unit member under 12-month contracts. If the employee is offered or required to work during the observed holiday, the employee shall receive a double-time rate in addition to the holiday pay. If the employee is offered or required to work during the observed paid time off day, the employee shall receive regular rate in addition to the paid time off. Holiday work, if offered, or required, shall be at the discretion of the employee and be paid at the double-time rate or equivalent compensatory time.

## P. VACATIONS (Classified)

Eligibility

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

Use & Scheduling

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

Vacation time shall be added for 12-month employees on October 1st of each contract year. Members of the bargaining unit shall use or lose any vacation time above their stated maximum if they are not used by September 30th, of each contract year.

For the 2025-26 year only, a prorated number of vacation days for the time period of July 1, 2026 through September 30, 2026 will be added to the totals of all 12-month employees on July 1st. Any vacation days above the stated maximum will be forfeited on September 30, 2026. The employee's full allotment of vacation days, as state below, will then be added to each 12-month employee's total on October 1, 2026.

Amounts

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

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

Accumulation

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

Prior Service Credit

A 12-month support staff employee may combine prior service with the state or any of its political subdivision with service in the district to determine the number of weeks paid vacation to which they are entitled. Staff previously employed by the District in a non-vacation earning assignment, will receive credit for such years o1 service prorated to that of a fulltime 12-month employee (2080 hours).

Severance

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

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

## Q. HEALTH AND SAFETY (Classified)

Students

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

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

SuQervision

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

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

Safety Equipment

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

1. Approved first aid kits and materials in all work areas;

2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices; safety shoes and glasses where applicable; (custodial staff), shall be available for use when warranted.

## ARTICLE IX
## OTHER PROVISIONS

### SEVERABILI,-Y

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

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

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

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

### INTERIM BARGAINING

With regard to affect changes in the wages, hours, terms and conditions of employment which are not currently a subject of this agreement or changes that have an effect on the wages, hours, terms or conditions of employment for members of the bargaining unit, it shall be the obligation of the association to request interim bargaining over such mandatory subjects. The failure of the Association to demand interim bargaining over each subject shall not be construed as a waiver of the Association's right to demand bargaining in the future over such subsequent subjects as they arise nor shall such failure be construed as a waiver of the Board's obligation to bargain over such mandatory subjects. Such interim bargaining shall only be precipitated by a majority vote of the total numbered members in the Association. In the event of an impasse in such interim bargaining, the parties agree that the impasse will be resolved by the Board of Education•s election of either (a) no implementation of the proposed change(s) which precipitated the interim bargaining, or (b) the Association shall be entitled to strike after the proper filing of the notification to the employer and SERB of the intent to strike.

**DESIGNATION OF BENEFICIARY FOR RECEIPT OF SEVERANCE BENEFITS**

**IN THE EVENT OF DEATH**

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

| NAME | RELATIONSHIP | ADDRESS | PHONE# | PERCENTAGE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

(Total for all beneficiary(ies) should equal 100%)

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

| NAME | RELATIONSHIP | ADDRESS | PHONE# | PERCENTAGE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

(Total for all beneficiary(ies) should equal 100%)

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

Date: _ _ _ _ _ _ _ _ _ _

_____
Employee

Date: _ _ _ _ _ _ _ _ _ _

_____
Spouse's Signature

## EXTRA CURRICULAR PAY FOR BUS DRIVERS

1. Any bus driver who accepts to drive 2 extra-curricular contracts will receive a $200 bonus paid on the first check in June.
2. Any bus driver who accepts to drive 3 extra-curricular contracts will receive a $300 bonus paid on the first check in June.
3. Any bus driver who accepts to drive 4 extra-curricular contracts will receive a $400 bonus paid on the first check in June.

## SUPPLEMENTAL COMPENSATION/POSITIONS

1. Field Trips (classes & Band) & athletic trips: Bus drivers shall be compensated at a rate of $15.00 per hour for all extra trips. There shall be a three (3) hour minimum pay for such trips. If the trip requires and overnight stay, eight (8) hours of time will be deducted from the pay slip to account for the bus drivers sleep time.

2. Shift bonus of $0.30 per hour has been added directly to all custodial pay scale and the shift bonus will no longer be offered to employees.

## DURATION OF AGREEMENT

. Except as otherwise specified herein, this Agreement shall be effective as of July 1, 2026, and remain in effect
• until June 30, 2029, both dates inclusive. This Agreement shall be the base from which future negotiations shall
• proceed.

FORTHEC ONTINTENTAL EDUCATION ASSOCIATION

President, Continental Education Association

Negotiatil'>ns Chairperson, Continental Education Association

OEA,
Labor Relations Consultant

FOR THE BOARD OF EDUCATION

President, Continental Local Board of Education

Treasurer, Continental Local Board of Education

Superintendent, Continental Local Schools

CONTINENTAL LOCAL SCHOOL DISTRICT

**GRIEVANCE FORM**

Name of Grievant: _____ Building:,_____

Date Grievance Occurred: . - - - - - - - - - - - - - - - - - - - - - -

Ste.Q 1

Date and time of Discussion with Principal/Supervisor:_____

Name of Principal/Supervisor: _____

Conversation Location: _____

• Stea 2

• Statement of Grievance:

_____

_____

_____

_____

_____

Section of Contract Alleged to Have Been Violated:

_____

_____

Relief Sought:

_____

_____

_____

Signature of Grievant:_____ Date Grievance Filed:_____

**Signature Acknowledging Receipt:_____ Date Received:___ _**

**Grievance Disposition: _____**

_____

_____

_____

_____

**Date of Step 2 Hearing: _____**

**Date Disposition Received:_____**

**Ste.Q 3**

I hereby appeal to Step 3 {Superintendent Level) of the grievance procedure.

_____ _____

Signature of Grievant Date Appeal Delivered to Office of Superintendent

_____ _____

Signature Acknowledging Receipt Date of Receipt

The original of this form and all attachments are to be returned to the grievant with the Step 3 disposition attached.

**Date of Step 3 Hearing:_____ __**

**Date of Disposition:_____**

: **Continental Local School District**

• **CEA Wage Schedule 2026-2027**

5.00% Base Increase + $1.00

| Step | Food Service | Qus Drivers | Custodians |
|---|---|---|---|
| 0 | **$16.73** | **$21.50** | **$19.80** |
| | 1.0000 | 1.0000 | 1.0000 |
| 1 | **17.04** | $ **22.12** | $ **20.08** |
| | 1.0188 | 1.02B8 | 1.0140 |
| 2 | $ **17.33** | $ **22.74** | $ **20.34** |
| | 1.0362 | 1.0575 | 1.0269 |
| 3 | $ **18.45** | $ **23.35** | $ **21.19** |
| | 1.1032 | 1.0857 | 1.0700 |
| 4 | $ **18.74** | $ **23.97** | $ **21.45** |
| | 1.1206 | 1.1145 | 1.0834 |
| 5 | $ **19.02** | $ **25.15** | $ **21.71** |
| | 1.1373 | 1.1694 | 1.0963 |
| 6 | $ **19.31** | $ **25.77** | $ **21.98** |
| | 1.1547 | 1.1982 | 1.1097 |
| 10 | $ **19.60** | $ **26.37** | $ **22.24** |
| | 1.1715 | 1.2264 | 1.1232 |
| 15 | $ **19.89** | $ **26.99** | $ **22.50** |
| | 1.1889 | 1.2551 | 1.1361 |

# Continental Local School District

## CEA Wage Schedule 2027-2028

## 3.00% Base Increase

| S1ep | }.,ood Service | Bus Drivers | Custodians |
|---|---|---|---|
| 0 | **$17.23** | **$22.15** | **$20.40** |
| | 1.0000 | 1.0000 | 1.0000 |
| 1 | $ **17.55** | $ **22.79** | $ **20.68** |
| | 1.0188 | 1.028B | 1.0140 |
| 2 | $ **17.85** | $ **23.42** | $ **20.95** |
| | 1.0362 | 1.0575 | 1.0269 |
| 3 | $ **19.01** | $ **24.05** | $ **21.82** |
| | 1.1032 | 1.0857 | 1.0700 |
| 4 | $ **19.31** | $ **24.69** | $ **22.10** |
| | 1.1206 | 1.1145 | 1.0834 |
| 5 | $ **19.59** | $ **25.90** | $ **22.36** |
| | 1.1373 | 1.1694 | 1.0963 |
| 6 | $ **19.89** | $ **26.54** | $ **22.63** |
| | 1.1547 | 1.1982 | 1.1097 |
| 10 | $ **20.18** | $ **27.16** | $ **22.91** |
| | 1.1715 | 1.2264 | 1.1232 |
| 15 | $ **20.48** | $ **27.80** | $ **23.17** |
| | 1.1889 | 1.2551 | 1.1361 |

# Continental Local School District
# CEA Wage Schedule 2028-2029

2.00% Base Increase

| Step | Food Service | Bus Drivers | Custodians |
|---|---|---|---|
| 0 | **$17.57** | **$22.59** | **$20.81** |
| | 1.0000 | 1.0000 | 1.0000 |
| 1 | $ **17.90** | $ **23.24** | $ **21.10** |
| | 1.0188 | 1.0288 | 1.0140 |
| 2 | $ **18.21** | $ **23.89** | $ **21.36** |
| | 1.0362 | 1.0575 | 1.0269 |
| 3 | $ **19.39** | $ **24.53** | $ **22.26** |
| | 1.1032 | 1.0857 | 1.0700 |
| 4 | $ **19.69** | $ **25.18** | $ **22.54** |
| | 1.1206 | 1.1145 | 1.0834 |
| 5 | $ **19.99** | $ **26.42** | $ **22.81** |
| | 1.1373 | 1.1694 | 1.0963 |
| 6 | $ **20.29** | $ **27.07** | $ **23.09** |
| | 1.1547 | 1.1982 | 1.1097 |
| 10 | $ **20.59** | $ **27.71** | $ **23.37** |
| | 1.1715 | 1.2264 | 1.1232 |
| 15 | $ **20.89** | $ **28.36** | $ **23.64** |
| | 1.1689 | 1.2551 | 1.1361 |