12-10-15
15-MED-04-0498
0912-01
K32834

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CAMBRIDGE CITY SCHOOL DISTRICT
BOARD OF EDUCATION

AND

CAMBRIDGE EDUCATION ASSOCIATION

July 1, 2015 – June 30, 2017

TABLE OF CONTENTS

ARTICLE		PAGE
1	Recognition and Negotiations	1
2	Grievance Procedure	3
3	Association and Management Rights	6
4	Personnel Files	10
5	Working Conditions	12
6	Regular Teaching Contracts	17
7	Evaluation Procedure	19
8	Supplemental Contracts	21
9	Vacancy and Transfer	23
10	Reduction in Force	25
11	Leaves of Absence	28
12	Compensation and Payroll Practices	41
13	Insurance	44
14	Re-employment of STRS Retirees	47
15	General Provisions and Duration	47
	Memorandum of Agreement	50
	Appendix 1 Index Ratio	51
	Appendix 2 Salary Schedules	52
	Appendix 3 Supplemental Schedules	53
	Certification of Adequate Revenue	56

CAMBRIDGE CITY SCHOOL DISTRICT BOARD OF EDUCATION AND
CAMBRIDGE EDUCATION ASSOCIATION, OEA/NEA LOCAL

ARTICLE 1 – RECOGNITION AND NEGOTIATIONS

A. Recognition

The Cambridge City School District Board of Education, hereinafter referred to as "the Board," recognizes the Cambridge Education Association, OEA/NEA Local, as the sole and exclusive representative of a bargaining unit consisting of teachers of the district. For purposes of these negotiations, the term "bargaining unit members" shall mean all full-time and regular part-time certificated teaching employees of the Board. "Certificate" includes a certificate or license issued pursuant to Ohio Revised Code §3319.22. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Business Manager, Principals, Assistant Principals, Title I Coordinator/Testing Supervisor, tutors, Athletic Director, substitutes, psychologists, social workers, and any other confidential supervisory or management-level employees as defined in Section §4117.01 of the Ohio Revised Code.

B. Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the term of this written contract without challenge as provided for in Sections §§4117.04(A) and 4117.05(B) of the Ohio Revised Code.

C. Subcontracting of Bargaining Unit Work

The parties agree that subcontracting of bargaining unit work to agencies outside of the Cambridge City School district will be covered under the following format:

1. All current bargaining unit positions in effect during the 1993-94 school year will remain as a part of the Cambridge Education Association bargaining unit in the Cambridge City Schools and will not be transferred to other county education agencies, outside consortiums, or social agencies. This does not require that the Board always provide these services. However, should the Board discontinue these services, they will do so in accordance with the provisions of the Master Agreement.

2. The Cambridge Board of Education may continue the past practice relating to special education services. When the number of students is less than the number required by law to establish a special education unit, the Board may work cooperatively with other County Boards of Education and consortium school agencies to provide the necessary special education services.

3. The following positions already in operation shall continue to be subcontracted or provided in the same manner as is currently practiced:

   a. Drug Abuse Resistance Education program
   b. Gang Resistance Education Abuse Training program
   c. Drug and alcohol services
   d. Intervention/athletic position at Cambridge High School
   e. Gifted/Technology Coordinator
   f. Attendance Officer
   g. Pre-school handicapped positions

h. Alternative School
i. Volunteers doing tutoring and teacher-directed work only
j. Adult Education

D. Negotiations

1. Pursuant to Sections §§4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section §4117.14(C)(2)-(6) and any other procedures to the contrary.

2. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days nor greater than one hundred forty (140) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor agreement. At the first bargaining session, the Association and the Board shall submit their complete proposals for a successor agreement. Neither party may submit additional issues for collective bargaining after submitting its initial proposal.

3. If the parties have not reached agreement on all items subject to bargaining thirty (30) days before the expiration of this Agreement, they shall request the appointment of a mediator from the State Employment Relations Board or the Federal Mediation and Conciliation Service. The mediator shall schedule meetings with representatives of either or both parties in an effort to resolve the disputed issues. At the expiration of this Agreement or any agreed upon extension, the Association may exercise its rights as provided in Ohio Rev. Code §4117.14(D)(2). This mediation procedure is the parties' mutually agreed upon dispute resolution procedure and supersedes the procedures listed in Ohio Rev. Code §4117.14(C) (2)-(6).

4. When and if a successor agreement is reached by the representatives of the parties, it shall be submitted to the Association for ratification and then to the Board for approval.

5. The scope of bargaining shall be wages, hours and terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

E. Negotiation Ground Rules

1. All negotiation meetings shall be private as provided by Section 4117 of the ORC, subject to paragraph 6, and closed to the public and media, and no news releases or statements disclosing specific proposals shall be given to the public or media.

2. Within a reasonable time, not to exceed thirty (30) calendar days, each party will provide the other, upon written request, with information in that party's or its affiliate's possession that is relevant for negotiations. Requests shall be coordinated through the respective spokespersons.

3. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the spokesperson of each party.

4. When a tentative agreement is reached on all issues, each party's representative shall respectively urge and recommend the adoption of such tentative agreement which shall be reduced to writing and submitted to the Association membership and to the Board of Education for approval.

5. In the event that the Board receives a public records request for negotiation materials, the Board shall immediately provide the Association president with written notice and, if applicable, a copy of the request.

6. Once the parties have reached mediation, either party may release statements with or without the consent of the other party. Such statements may include reference to proposals and counterproposals, which are currently items at mediation.

ARTICLE 2 – GRIEVANCE PROCEDURE

A. Purpose

The purpose of these procedures is to secure at the lowest administrator having authority to resolve the grievances, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate.

B. Definitions

1. grievance - an alleged violation, misinterpretation and/or misapplication of a written provision of this Agreement.

2. days - shall mean days on which school is in session during the regular school year. During the summer, days shall mean weekdays (Monday through Friday) excluding days when the Board offices are closed for holidays.

3. grievant - a member of the bargaining unit, a group of bargaining unit members, or the Association itself acting through the Association president or his/her designated representative.

C. General Provisions

1. The grievant may select a member of the Association to be in attendance at each level of the grievance procedure. A representative of the Association shall attend grievance meetings at the formal levels. The Board shall give written notice to the Association of the time, date and place of all meetings at which grievances may be adjusted, but only such meetings at the formal levels of this procedure. Adjustments of a grievance with an individual at the informal step will not establish a past practice.

2. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement of the parties involved. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

3. This grievance procedure is the exclusive remedy for any matter which could be presented by a bargaining unit member or the Association as a grievance under this article.

4. A grievance may be withdrawn, but not re-filed, at any level without prejudice or record.

5. No record, document, or communication arising from a grievance shall be placed in the personnel file of any participants involved in the procedure herein described unless so ordered by an arbitrator or court of competent jurisdiction.

6. If the grievant does not present a grievance within twenty (20) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

7. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

8. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree. All notices of hearings, dispositions of grievances, and appeals shall be made in writing and hand delivered or mailed.

9. In the event there is a grievance which involves a group of bargaining unit members in one school, it may be submitted as a group grievance.

10. If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor or if it affects a group or class of unit members, or the Association, it may be initiated at Level II.

11. Any cost incurred in the processing of a grievance shall be paid by the party that incurs that cost.

12. The grievant may appoint an Association representative to process to the next level any grievance that could not otherwise be processed due to separation of employment, distance, or illness of the grievant.

D. Informal Step

A bargaining unit member who feels he/she has a grievance may first discuss it with the immediate supervisor in an attempt to resolve the problem within 20 days of the occurrence of the act or conditions on which the grievance is based.

E. Formal Procedure

Level I

If the grievance is not resolved at the informal level, the grievant may further pursue the grievance by submitting a written grievance form, Level I, within five (5) days of the informal conference through the Association to the immediate supervisor and the Superintendent. Within five (5) days after receipt of the Level I form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance by completing the Level I form and returning the copy to the grievant, the Association and the Superintendent within five (5) days after such meeting.

Level II

If the grievant is not satisfied with the written disposition at Level I, the grievant may, through the Association, appeal the grievance to the Superintendent within five (5) days after receipt of the Level I written disposition by submitting a Level II form to the Superintendent. Within five (5) days after the receipt of the Level II form, the Superintendent shall meet with the grievant. The Superintendent shall write a disposition of the grievance by completing the Level II form and returning a copy to the grievant, immediate supervisor, and the Association within five (5) days after such hearing.

Level III

1. If a grievance is not resolved to the satisfaction of the grievant at Level II of the Grievance Procedure above, the Association may appeal to arbitration by filing a written notice of appeal with the Superintendent within fifteen (15) days after receipt of the decision of the Superintendent or his/her designated representative.

2. Within ten (10) days after this written demand for arbitration, a designated representative respectively of the Board and the Association shall select an arbitrator from the permanent list of arbitrators listed below by use of the alternate strike method, with a coin toss deciding who will strike first.

   Permanent Arbitrator List: David Beckman, Langdon Bell, Jerry Fullmer, Sandra Mendel Furman, Dan Kosanovich, James Mancini, Edward O'Connell, Thomas Skulina and David Stanton.

3. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

4. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on all parties thereto.

5. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, nor to interfere with management rights as expressly set forth in this agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

6. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne equally by both parties. Such charges shall not be divided by the arbitrator between the parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceeding will be made upon request. Each party shall pay for its own copy of such record, and the parties shall share equally the cost of the arbitrator's copy.

F. Miscellaneous

1. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of command.

2. In the event the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred thereafter in such proceeding.

ARTICLE 3 – ASSOCIATION AND MANAGEMENT RIGHTS

A. Association Rights

1. The Association may use school mail, bargaining unit members' mailboxes and designated space on school bulletin boards.

2. A Board meeting agenda shall be mailed or given to the president of the Association at the same time as it is given to or mailed to the media. The Association president will be notified of any special Board meetings and the purpose of such meetings as soon as dates for the meetings are set.

3. The president of the Association, building reps, or designees shall have the opportunity to announce building membership meetings under consideration at regularly scheduled faculty meetings. The Association president shall submit a list in writing of all building reps prior to the start of the school year to the Superintendent. Notice of any designee who shall speak in place of the above must be submitted in advance of the faculty meeting to the principal or appropriate administrator.

4. The Association shall have the right to use school equipment for Association business provided that such use shall be at a time when the equipment is not needed for school business. The Association shall provide the Board office with two (2) reams of paper at the beginning of the school year. If the Superintendent documents Association use of Board copying machines exceeding 1,000 pages per year, he may require Association contribution of additional paper. Building principals will be responsible for records of use.

5. Upon request, one bargaining unit member representative of the Association, who is on planning period, shall be released during that period for the purpose of attending Board meetings, if any, being held during that period.

6. The president of the Association shall receive, once prepared, a copy of the following:

   a. Approved Board minutes
   b. Amended Official Certificate of Estimated Resources
   c. Treasurer's Year-End Report (June)
   d. Permanent Annual Appropriation
   e. Current Training and Experience Grid for bargaining unit
   f. Tax Budget for next year.

Upon request, the Association shall receive the treasurer's monthly reports, complete with expenditures & receipts listed by fund, function & object (not to exceed two reports during the term of this Agreement). Additional copies, or a copy of other public documents, shall be at the Association's expense. Electronic versions of any documents provided under this Article shall be an acceptable alternative to hard copies.

7. The second Wednesday of each month shall be reserved for Association Executive Committee meetings after normal working hours.

8. Upon one week's advance written request to a building principal, the Association shall have the right to use school buildings for Association meetings, so long as the meetings do not interfere with the regular bargaining unit member work day, school events or activities, or other scheduled events or activities. The Association may be charged for custodial or security costs for the meeting, set up or clean up, occurring during a non-school day or when a custodian is not normally scheduled to be on duty.

B. Deduction of Dues

1. The automatic payroll deductions of Association dues (local, district, state and national affiliates) will be made in ten (10) equal installments beginning with a paycheck in October.

2. Such deductions shall be made on the basis of individual authorizations supplied by the Association to the treasurer. Individual authorizations shall be continuous from school year to school year, except that authorizations may be withdrawn by written statement of withdrawal submitted to the treasurer of the Board between September 1 and September 15. Notification to the individuals of the 15-day withdrawal period ending September 15 shall be set forth clearly on the face of the individual deduction authorization form. It shall be the responsibility of the Association member to notify the Association of withdrawal.

3. New authorizations for dues deductions must be submitted to the treasurer of the Board by September 15. An officer of the Association must also notify the treasurer in writing by September 15 of the amount of the deduction for that school year.

4. The treasurer of the Board shall monthly transmit the total dues and assessments deducted to the treasurer of the Association. Along with transmittal of the dues, the treasurer shall provide the Association with a list of the names of bargaining unit members from whom deductions have been made in the month, the period of time covered by the deduction, and the amounts deducted for each bargaining unit member.

5. The Association agrees to defend, indemnify, and hold harmless the Board, Superintendent, treasurer, and all other Board employees and officials against any claim made by a bargaining unit member against any of them in connection with deduction of dues or assessments under this article.

6. The Association shall have exclusive payroll deduction rights for members of the bargaining unit.

C. Representation Fees

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Cambridge Education Association, a fair share fee for the Association's representation of such non-member during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this Contract for the purposes of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association monthly along with dues deducted.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin with the first paycheck on or after February 15th annually, within thirty (30) days of written notice by the Association president to the treasurer that the fee deductions are to begin, except that no fair share fee deductions shall be made for bargaining unit members until the paycheck following sixty (60) days of employment in the bargaining unit, which period shall be the required probationary period of newly-employed bargaining unit members, but in no event prior to February 15th.

b. Payroll Deduction and Transmittal of Fees

The deduction of the fair share fee by the treasurer of the Board from the payroll check of the bargaining unit member and its payment to the Association after the grace period, shall be automatic and does not require the written authorization of the bargaining unit member. The fee deductions shall be made on the same payroll days that Association dues are deducted, except as modified due to paragraph (a) above. The obligation of the Board to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason. Bargaining unit members hired after the beginning of the school year shall be obligated for a pro rata portion of the "fair share fees" after the grace period. The Association shall certify in writing to the treasurer the prorated amount to be deducted for such bargaining unit members. Such fee shall be deducted from the remaining payroll deduction of dues and fees, to the extent funds are available in such paycheck(s). If dues deduction payroll checks have already occurred for the year, the bargaining unit member shall be obligated to make the deduction.

c. Upon Termination of Membership During the Membership Year

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section §4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and to the Superintendent upon request, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the state of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Religious Exemption

Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code §4117.09(C).

8. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Board, its individual members, officers and employees, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Board shall give a ten (10) day written notice of any claim made or action filed against it, or one of its members, officers or employees by a non-member for which indemnification may be claimed;

b. The Association shall reserve the right to designate counsel to represent and defend the employer;

c. The Board agrees to (1) give full and complete cooperation to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

d. The Board acted in good faith compliance with the fair share fee provisions of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

D. Management Rights

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities;

2. To hire all bargaining unit members and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotion, and to promote, and transfer all such bargaining unit members;

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

4. Specialized teachers will recommend textbook adoptions to the Superintendent. Other textbook adoption recommendations will be made to the Superintendent by a committee comprised of a minimum of three (3) Association members representative of elementary, middle and/or high school, who volunteer and two (2) members of the administration.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of bargaining unit members and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system and the terms and conditions of employment.

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

ARTICLE 4 – PERSONNEL FILES

A. The personnel file for each bargaining unit member shall consist of a folder to be maintained in the Central Administration Office. This folder shall be considered the only official file of recorded information on a bargaining unit member and shall be considered confidential. The bargaining unit member must be notified within 24 hours of any request to access his/her file.

B. Bargaining unit members shall have access to their personnel files upon demand and in accordance with the following procedures:

1. Access shall be granted during regular office hours at the earliest feasible mutually agreeable time within 24 hours.

2. Records shall be examined only in the presence of the Superintendent or his designee and shall not be removed from the immediate office area.

3. Members of the administration authorized to have access to a bargaining unit member's personnel file shall be limited to the Board, the Superintendent, the building principal(s) directly supervising that bargaining unit member, and other administrators who have a legitimate district-related reason.

C. All materials shall be placed in the personnel file of bargaining unit members in accordance with the following provisions:

1. Each item shall be dated.

2. The fact that material bears the signature of the bargaining unit member concerned does not indicate his or her disagreement or agreement with the contents. Rather, it indicates that the bargaining unit member is aware of the document.

3. A bargaining unit member shall be entitled to a copy of any material in his or her file at his or her expense.

4. A reprimand is a written warning or written reprimand that is to be placed in a bargaining unit member's personnel file. A written reprimand shall be given to the bargaining unit member before a copy of it is placed in his or her personnel file. If the bargaining unit member submits a written statement to be attached to the reprimand, the appropriate administrator shall review the statement and then attach it to the copy of the reprimand in the file. No reprimand shall be issued without just cause.

5. Anonymous materials shall not be placed in a bargaining unit member's file.

D. All documents relevant to the bargaining unit member's employment with the Board may be maintained in the bargaining unit member's personnel file, including but not limited to transcripts of college work, copies of certification by the Ohio Department of Education, copies of observations and evaluation reports, copies of general conference reports, anecdotal records, records of assigned duties, supplemental duties, years of service in the district, in-service training data, prior employment verification, selective service records and military records, salary information, written reprimands, letters of merit or award, and medical records.

If and when a bargaining unit member and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said bargaining unit member's official file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected. In any case, if a bargaining unit member feels that the file contains information that is inaccurate, irrelevant, outdated or incomplete, such bargaining unit member shall have the right to attach a written statement to the disputed information.

The Board shall pay replacement costs of any official college transcript that is lost from personnel files. If the Superintendent or Board issues a letter of merit or award to a bargaining unit member, a copy of the letter shall be placed in the personnel file of the bargaining unit member.

E. Upon a member's written request, any written warnings, reprimands, or complaints shall be removed from a bargaining unit member's personnel file and removed on the third anniversary of the date on which the material was placed in the file provided that no other warning, reprimand, or complaint is placed in the bargaining unit member's personnel file in the intervening time. Written warnings and reprimands concerning sexual harassment or undue use of physical force or violence (including improper use of corporal punishment) shall be destroyed only if the Superintendent expressly consents to the destruction.

ARTICLE 5 – WORKING CONDITIONS

A. School Calendar

A calendar committee, composed of six (6) teachers appointed by the president of the Association and six (6) representatives appointed by the Superintendent, which will include Board representation, shall meet between November 1 and 11 to develop a calendar by February 1. Any calendar recommended at the conclusion of these meetings shall be presented to the Board by the Superintendent at the regular March meeting for consideration. The committee will try to take into consideration the educational continuity factor (as many five-day weeks as possible). "Blizzard Bags" as per ORC 3313.482 will be utilized for completion of the first three (3) required student make up days after the five (5) non-make up days, subject to ODE approval.

The Board shall either accept, reject or modify the committee's recommended calendar.

B. School Day, School Year, Notice of Meetings

1. The regular bargaining unit member work year shall consist of 182 work days. Neither the length of the school day, nor bargaining unit member workday, nor the length of the school year, nor bargaining unit member work year, will be increased or diminished during the term of this contract without agreement by the parties.

2. The teachers' day at school is from twenty (20) minutes before the students' start time and at least ten (10) minutes after the students' dismissal time to permit conferences with students, parents, etc., and proportionate share of assigned duties. Beginning with the 2016-2017 school year, the elementary teacher work day shall be increased ten (10) minutes in the morning and twenty (20) minutes in the afternoon with the twenty (20) afternoon minutes being student instructional time.

3. With retention of the Memorandum of Agreement dated October 18, 2013 and attached to this Agreement, the elementary teacher work day will be increased.

4. Bargaining unit members shall be given written notice at least two work days in advance of building faculty meetings and district curriculum meetings at which attendance is required, except in emergencies or other extraordinary circumstances.

5. Teachers are required to complete six (6) hours of district-approved professional development annually. Written notice will be sent to individual staff members by March 15 of the number of hours, if any, by which they are deficient that school year. If a teacher does not complete the six (6) hour annual requirement, his or her pay will be docked by

the proportional amount not completed multiplied by the teacher's per diem rate (an hour equals 1/6 of a teacher's per diem).

6. Kindergarten teachers shall be paid at the in-service substitution rate per hour for additional work outside of their regular work day for the kindergarten screening, as requested by the administration and if accepted by the teacher.

C. Lunch Period

Each bargaining unit member shall be entitled to thirty (30) minutes of continuous duty-free lunch period.

D. Special Education

1. All current federal and state laws and regulations will be adhered to in the provision of service to students with disabilities.

2. The parties mutually recognize that federal and Ohio law requires that students with disabilities be evaluated and treated on an individualized basis. The parties further recognize that the impact on a teacher's work load, if any, where a special education student is included with nonspecial education students depends on a variety of factors that must be evaluated case by case. Among such factors are the severity of the student's disability and the number of disabilities; the prognosis with respect to each disability and whether it is likely to be transient or ongoing; the types of materials and equipment present to vary instructional options; the nature, number, and degree of any special services with respect to the student that may be required; the size of the class to which the student is admitted, whether and to what extent a paraprofessional is present to assist in serving the needs of the student; and the available resources of the district at the time.

   Reasonable efforts will be made for the initial IEP meeting and subsequent IEP meetings for a pupil, to include all bargaining unit members who are impacted or who are expected to be impacted in the next year by services for the pupil. If a bargaining unit member who is to be impacted by an IEP is unable to attend the IEP meeting, he/she will be provided a copy of the rough IEP draft upon request.

3. No teacher will be required to perform a specific medical or other support service (such as but not limited to changing diapers) required by a special education student.

4. The district shall annually enable bargaining unit members whose duties are impacted by a special needs student(s) to participate in at least two (2) paid days of training and/or staff development programs. At the option of the bargaining unit member, these days may coincide with or be in addition to the staff development opportunities provided by the district to bargaining unit members.

5. The need for a modification to the teacher/pupil ratio set forth by State standards may be present when special needs student(s) are placed into classes with nonspecial education students. The IEP team shall consider the need for trained support personnel in the classroom.

E. Discipline

1. The principal and bargaining unit member have a shared responsibility for all discipline taking place within the schools. Discipline procedures will be consistently and uniformly applied in all buildings.

2. Information about individual students who may pose a danger in the school setting or who are psychologically fragile or who have special medical conditions will be available to staff members. The Association and the Board recognize that such information is confidential and privileged information, and it will be treated as such.

3. The Association and Board recognize that providing for the best educational opportunity for every student may require the removal of a disruptive student from the regular student population.

F. Inservice Substitution

Bargaining unit members who are asked by administrators to cover classes and who lose the use of their planning/conference time shall be paid at the rate of $15.00 per period. This shall also apply to classroom bargaining unit members in elementary school who must lose the use of their planning time when elementary special bargaining unit members (art, music, and physical education) are absent. Bargaining unit members who cover classes will be expected to teach an appropriate lesson.

G. Pupil Transportation

No bargaining unit member shall be required to transport students at any time for curricular or extracurricular activities. If a bargaining unit member drives a Board-owned vehicle to transport students, the district's liability policy will cover the individual. A bargaining unit member's continued employment under regular or supplemental contract shall not be adversely affected if the member chooses not to transport students as part of his/her chosen responsibilities. If a bargaining unit member, as part of his/her chosen responsibilities, drives a district van for the purpose of transporting students to and from school activities, he/she is expected to follow federal regulations regarding random drug and alcohol testing for Commercial Driver's License holders. Those bargaining unit members who choose to transport students in Board-owned vehicles shall be subject to the same random federal drug testing program as present district employees who have a Commercial Driver's License. Bargaining unit members who have positive drug and/or alcohol test results as a result of random testing shall no longer be permitted to drive district vehicles, but these members shall not be disciplined in any other manner based solely on the results of random testing, nor shall said test results adversely affect the bargaining unit member's regular or supplemental contract.

H. Professional Dress

1. The Board of Education and the Association believe that bargaining unit members shall present a professional appearance in the performance of their contractual duties. Therefore, all bargaining unit members while on duty shall:

   a. be physically clean, neat, and well-groomed;

   b. dress in a manner reflecting their professional assignment.

2. The above shall be equitably enforced and no bargaining unit member will be subject to discipline except as indicated below:

   a. First and second offense -- verbal warning

   b. Third and subsequent offenses -- written warning.

I. Class Size

1. No more students will be initially assigned to science and industrial arts labs than the number of lab stations. The administration will attempt in good faith to maintain this limit after initial assignments.

2. The Board will try to use intra-district open enrollment to equalize class sizes at the elementary level.

3. The administration will attempt to assign part-time aides in elementary classrooms with more than twenty-six (26) students.

J. Mentor Program

1. There shall be a lead mentor who shall be paid $1,500 in the form of a stipend per school year to be paid with the supplemental payment in June.

2. The mentors shall be paid at a rate of $750 per school year per novice teacher and granted up to one day release time per mentor for the first (1st) and second (2nd) years of mentoring. A novice teacher is defined as one who has not taught during the last five years.

3. If a question arises whether a bargaining unit member qualifies for the mentor program, the lead mentor and Superintendent will determine whether the new bargaining unit member shall be mentored.

K. Local Professional Development Committee

1. Purpose

   A Local Professional Development Committee (LPDC) shall be established to oversee and review individual professional development plans for course work, continuing education units, and/or other equivalent activities.

2. Composition of the Committee

   There shall be three (3) Association members and two (2) members from the administration. The Executive Committee of the Association shall appoint its committee members. The Superintendent shall appoint the administration's two (2) members. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the

committee to consist of administrative members by reducing the number of teacher members voting on the plan.

3. Length and Term of Office

   All LPDC members will make an initial three (3) year commitment to the position. Length of terms will be staggered after that time varying from three (3) to five (5) years with consecutive terms being permitted. The term shall run July 1 through June 30.

4. Chairperson

   The committee chairperson shall be determined by a majority vote of the committee.

5. Decision-Making

   Decisions shall be made by majority vote of the committee members present. A quorum shall consist of four (4) committee members.

6. Training

   Members of the LPDC shall be afforded the opportunity to attend training on the functioning, responsibilities, and legal requirements of the LPDC.

7. Meetings

   The LPDC shall meet once per month during the school year, and also on an "as needed" basis, outside of instructional time whenever possible unless a quorum of the committee agrees otherwise.

8. Compensation

   Each teacher member of the committee shall receive a stipend of $1,500 to be paid with the supplemental payroll scheduled for June each year. This amount will be prorated based on meetings attended.

9. Committee Responsibility

   The committee's responsibilities include approval of individual professional development plans for all certificated employees, as well as approval of all C.E.U.'s, coursework, and workshops that could be used for professional growth.

10. Appeals Process and Procedure

    The appeals process and procedures for the LPDC shall be developed and written by the committee and distributed to all certificated staff members as an addendum to the staff handbook.

L. Collaboration Time

Elementary building schedules will show reasonable efforts to provide for collaborate planning time.

M. Labor Management Communication

Following each monthly CEA Executive Committee meeting, the Superintendent/designee will meet within five (5) working days with the Association President/designee to discuss items of concern. The Superintendent/designee and the Association President/designee shall follow-up such discussions as appropriate and shall communicate such follow-up to one another.

N. Background Checks

The Board will reimburse teachers for one BCII Check during this contract up to $30 in cost for payments made by teachers on or after 07/01/08.

ARTICLE 6 – REGULAR TEACHING CONTRACTS

A. Individual Contracts

All bargaining unit members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

1. Name of bargaining unit member.
2. Name of the school district and Board of Education.
3. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.
4. Annual compensation to be paid for the first year of contract.
5. Basis of determining compensation.
6. Bargaining unit member agreement that he shall abide by Board adopted policies.
7. Provision for signature of the bargaining unit member being contracted.

B. Regular Teaching Contracts

1. Contracts for regular teaching duties shall be of two types:
   a. Limited contracts, not to exceed five school years in duration; and
   b. Continuing contracts, which shall remain in effect until the bargaining unit member retires, resigns, is laid off, or is terminated.
2. Bargaining unit members eligible for continuing contract status or who expect to be eligible for continuing contract by April 30 of a school year shall notify the Superintendent in writing of their eligibility or pending eligibility by November 1 of the school year in which they will become eligible. Each continuing contract for eligible staff shall be considered annually by June 1 of each year.

3. Limited contracts shall expire on June 30 of the last school year in the term of the contract. However, a limited contract shall automatically be deemed renewed for one school year unless the Board of Education on or before June 1 of the school year in which the limited contract is to expire:

   a. Adopts a resolution in public session of its intention not to renew the employment of that bargaining unit member; and

   b. Mails a written notice of the nonrenewal by certified mail, return receipt requested, to the bargaining unit member at the address appearing for that bargaining unit member on the treasurer's records. It is the responsibility of each bargaining unit member to keep a current address on file with the treasurer and to make any necessary changes therein.

4. A valid resignation shall be effective on the date stated therein. Insurance fringe benefits shall continue in accordance with this Agreement until the bargaining unit member is removed from the active payroll.

C. Sequence of Limited Contracts

1.

Years of Experience in District	Duration of Contract
1st Contract	1 Year
2nd Contract	1 Year
3rd Contract	2 Years
4th Contract	2 Years
5th Contract and thereafter	3 Years

2. The Board may reemploy a limited contract bargaining unit member on a contract of fewer years than set forth in this provision if the Board or administration determines that the bargaining unit member's performance is not completely satisfactory, as reflected in a written evaluation or other documentation in the bargaining unit member's file which includes written reason(s) and specific goal(s). If the Board reviews the bargaining unit member's employment at the end of such a contract, the bargaining unit member shall be employed for the normal number of years indicated in this article.

D. Suspension, Termination and Unrequested leaves of Absence

The Superintendent may place a bargaining unit member on suspension, with or without pay, for up to five bargaining unit member work days for just cause. If the Board of Education determines to consider termination proceedings in accordance with those reasons set forth in Ohio Revised Code §3319.16 as the section appears as of May 1, 1995, with or without continued suspension, the Board must proceed in accordance with the provisions of Ohio Revised Code §3319.16. If the Board determines to place the bargaining unit member on an unrequested leave of absence, then it must proceed in accordance with Ohio Rev. Code §3319.13.

ARTICLE 7 – EVALUATION PROCEDURE

A. Introductory Statement

1. This program for the evaluation of teaching services has been designed for the purpose of maintaining and improving the quality of instruction in the Cambridge City Schools. It may be used by the bargaining unit member for frequent self-appraisal of strengths and weaknesses. It is also intended for use as a basis for bargaining unit member-principal conferences. This article applies to teachers who spend half or more of their work time instructing students but does not include substitute teachers or adult education instructors.

2. The bargaining unit member evaluation process is further designed to guarantee the fair and orderly evaluation of staff for the purpose of contract recommendations.

3. Bargaining unit members shall be evaluated pursuant to this article on at least the following sequence:

   a. All teachers not defined below shall be evaluated yearly. This includes a minimum of two (2) formal classroom observations and one summative evaluation.

   b. Teachers rated as "Accomplised" shall be evaluated at least once every three (3) years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the department of education.

   c. Teachers rated as "Skilled" shall be evaluated at least once every two (2) years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the department of education.

   d. In any year that a teacher rated as "Accomplished" or "Skilled" is not formally evaluated, an evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

   e. The District will not conduct an evaluation of a teacher who:

      (i) is on leave for fifty percent or more of the school year (as calculated to mean 91 days or a prorated equivalent for any teacher working a part-time schedule); or

      (ii) Submits notice of retirement and the notice has been accepted by the board not later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted.

   f. If a teacher is in the final year of a limited contract, the District shall evaluate the teacher with a minimum of two (2) observations and using the full OTES evaluation cycle; three if the District is considering non-renewal.

   g. If a teacher is applying for a continuing contract, the District shall evaluate the teacher with a minimum of two (2) observations and using the full OTES evaluation cycle; three if the District is considering not to approve continuing status.

h. The final summative rating shall be determined by a ratio of 50% performance observation and 50% student growth measures.

4. When given the option, the Superintendent will submit the required minimum information through the State evaluation reporting system.

5. Bargaining unit members shall not be required to evaluate or report on other bargaining unit members' classroom procedures, instruction or any items which may be construed as evaluative.

B. Deadline for Evaluator

1. A bargaining unit member shall be formally observed on at least one occasion in the first semester.

2. A bargaining unit member shall be formally observed on at least one additional occasion by May 1.

3. The evaluator shall provide a copy of the summative written evaluation and hold an overall evaluation conference with the bargaining unit member by May 10.

4. Evaluations shall be conducted only by persons employed under administrative contract with the Board as defined in Ohio Rev. Code Chapter §4117. All evaluators shall be credentialed as per ORC 3319.111(D).

5. The evaluator shall reasonably modify these deadlines because of a bargaining unit member's use of the negotiated leave provisions.

C. Evaluation Committee

1. The Association and Board agree to convene a joint Evaluation Committee in the event new legislation or mandates of ODE requiring changes in the Evaluation Framework and Teacher Performance/Improvement Plan.

2. The Committee shall be comprised of, three (3) Association members appointed by the Association president and, three (3) members appointed by the Superintendent or his designee. In addition each party may appoint up to one (1) consultant to assist and/or attend committee meetings. The Committee shall be chaired jointly by a Committee member from the Association and a Committee member from the Board.

D. Committee Authority

1. The Committee's sole responsibility shall be to jointly develop recommendations for the policy and procedure for teacher evaluation in the district and to submit such recommendations to the Superintendent and Association President.

E. Definitions

Evaluation: a summative report which shall include written reports of a minimum of two (2) formal observations, any and all walk-throughs, and all observation scripting.

Observation: assigned credentialed evaluator present and scripting for an entire lesson, period or class presentation but no less than thirty (30) minutes.

Formal Walk-through: assigned credentialed evaluator present for no less than five (5) minutes and no more than fifteen (15) minutes while staff member is actively involved with students.

Credentialed evaluator: a person who holds an ODE credential for being an evaluator and within one of the categories as per ORC 3319.111(D).

Comparable Evaluations: Based on the average of three (3) years of summative evaluations. Until three (3) years of applicable data is available, all teachers are considered comparable, except for any teachers who receive a summative evaluation rating of "Ineffective". For purposes of retention or reduction in force, only student data from the Cambridge City Schools, in the State system during the teacher's employment, shall be used.

ARTICLE 8 – SUPPLEMENTAL CONTRACTS

A. Supplemental Duties Defined

Supplemental duties shall be defined as those required duties which are performed in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

1. duration of supplemental contract
2. title of supplemental position
3. amount of supplemental compensation

Supplemental job descriptions shall be included in the activity manual. Supplemental job descriptions will not be changed after the job has been filled for the school year, except to comply with regulations of the O.H.S.A.A. or other applicable regulatory bodies.

Upon request, the Athletic Director shall provide a copy of the prior year's budget and the current year's estimate for the specific sport.

B. Filling Supplemental Positions

1. Annually the Superintendent or designee shall circulate a memorandum to bargaining unit members asking for their interest or intention in filling supplemental positions for the following year. Supplemental positions will be posted and filled in accordance with Article 9, except when the same bargaining unit member is rehired to the supplemental position which he/she held during the prior school year. The posting will refer to the job description on file with the district and can be obtained from the Superintendent.

2. The Board will follow the requirements of R.C. 3313.53 in filling supplemental positions. The requirements of R.C. 3313.53 are that the Board can hire a nonlicensed person for a student activity advisor or coach position only if the Board adopts a resolution stating that it has first offered the position to its licensed staff and that no qualified licensed

employee has applied, and then that the Board has advertised the position to licensed persons not otherwise employed by the Board and that no such qualified licensed person has applied for the position. Once the position is posted the Board cannot increase the qualifications for a position. The Board cannot arbitrarily or capriciously change the qualifications for a position. Any challenge by a bargaining unit member to the Board's filling of a supplemental position must be presented as a grievance under Article 2 and cannot be the subject of a court action (other than employment discrimination).

3. The athletic director will make a written recommendation to the administration whether he/she recommends the re-employment of the individual to the same athletic supplemental position as soon as possible, but not later than forty-five (45) calendar days after the end of the particular sport's season which shall be defined as the last regularly scheduled game.

4. Recommendations for re-employment of non-athletic supplemental positions shall be made by July 31.

5. For the purpose of Section B. 1, 2, and 3, the cheerleading advisors shall be considered athletic supplemental positions.

6. The Band Director shall be notified of whether his/her supplemental will be renewed by May 31 of the current school year.

7. Bargaining unit members shall be compensated for supplemental duties for which they are employed in accordance with the negotiated salary schedule. The Board need not fill any or all positions listed on the schedule. The Superintendent shall determine whether and when to fill the vacancy. The Board may add positions to the schedule, delete positions, or combine positions from year to year in its sole discretion, subject only to a duty to give the Association notice and an opportunity to bargain about the supplemental salary for any new or changed supplemental position under the procedures for impact bargaining in Article 14. The bracketed number after the listed position on the schedule are suggested guidelines only.

8. An application for any coaching, assistant coaching, reserve or J/V coaching or middle school or 7-8th grade coaching position, other than Head Coach, in all sports will be deemed an application for any posted coaching position in that sport except for Head Coach. The Superintendent or designee shall determine which specific coaching position within the sport, if any, will be offered to each applicant. The applicant may elect to accept or decline the position offered. All positions on a single posting shall fall under the same sport and gender.

C. Acceptance of Supplemental Positions

Supplemental contracts automatically shall expire at the end of their term without action or notice by the Board. Employees who have held supplemental contracts in the previous year shall be notified if their supplemental contract will be reissued no later than thirty (30) calendar days after the written recommendation is made by the Athletic Director under B (3) above.

D. Compensation for Supplemental Positions

Supplemental salaries shall be increased each year by the same percentage as the B.A. beginning base salary. If the Board employs only one person where more than one position is listed on the salary schedule, that person's supplemental salary shall be one and one-half (1 1/2) times the individual supplemental salary listed on the supplemental salary schedule. The supplemental contract pay check on the regularly scheduled pay day immediately before Christmas vacation shall be dated for and distributed on the last school day prior to that vacation.

E. Miscellaneous

An employee's performance in a supplemental position shall not have an adverse impact on the employee's performance evaluation in his/her regular position. When a bargaining unit member is suspended from his regular teaching position as a result of a reduction in force, his supplemental contract(s) shall be null and void as of the effective date of the suspension from regular teaching employment.

ARTICLE 9 – VACANCY AND TRANSFER

A. Vacancies

1. While school is in regular session, the Superintendent shall post on all building faculty bulletin boards, monthly, a notice of vacancies in the district that are of concern to bargaining unit members. A copy of these notices shall also be given to the president of the Association. Vacancies shall include any newly created positions and any current positions to be filled.

2. This list of vacancies shall be posted the first week of each month and shall be current through the last day of the previous month. Additional lists of vacancies may be posted to supplement the regular monthly listing, as the Superintendent deems necessary. Summer vacancy notices shall be posted in the administration office as soon as the vacancy is known. A copy shall be sent to the Association president as soon as the vacancy is posted. Bargaining unit members may also call the administration office for a list of current vacancies. Notice of vacancies during the summer shall be mailed with the paychecks to the bargaining unit members on an ongoing basis and posted on the District website. The posting of a position does not require that it be filled.

3. No vacancies shall be permanently filled by a teacher outside the existing professional staff on a full-time basis until such notice of vacancy has been published for one (1) week and consideration of transfer/reassignment has been given to all requesting members of the bargaining unit. Consideration of transfer shall only be made after the bargaining unit member has filed the request for transfer form with the Superintendent or his designee. The one (1) week waiting period may be waived by the Superintendent in situations such as: (a) where no staff member is properly certified for the position; (b) where no properly certified staff member is interested in being considered for the position; and (c) unusual circumstances when a delay in filling a position would have a detrimental effect on the school system. In circumstance (c), the vacancy will still be posted, but with the notification that there is an emergency and the one-week notice is waived. The Association president or designee shall receive notification of the waiver situation prior to

the vacancy posting. Nothing in this paragraph precludes the consideration of a bargaining unit member who has previously submitted a transfer request. No out-side applicants shall be hired on a temporary certificate and placed in a vacancy if certified applicants already employed by the Board are available except in unusual circumstances where reassigning or transferring the internal applicant would have a detrimental effect on the school system.

B. Bargaining Unit Member Transfer/Reassignment Requests

1. A bargaining unit member may request a transfer in writing at any time, by filing it with the Superintendent. The request shall specify the building, grade level, or subject area to which transfer is requested. The Superintendent, upon receipt of the request for transfer form, shall meet with the teacher to discuss existing vacancies.

2. A bargaining unit member may request a reassignment at any time. A principal, upon the request of a bargaining unit member currently assigned to his or her building, shall meet with the bargaining unit member to discuss the member's desire for reassignment and any vacancies in that building.

3. The bargaining unit member requesting transfer/reassignment shall be notified in writing of approval or disapproval for the requested transfer/reassignment. If disapproved, written reasons shall be provided with notice.

C. Notice of Assignment

Bargaining unit members will be given written notice of assignment promptly but not later than July 1 if their assignment (building, subject or grade level) has been determined to be changed for the next school year. Bargaining unit members may be reassigned by the Superintendent from year to year and during the school year, so long as the Superintendent complies with any procedural requirements set forth in this article. Each returning bargaining unit member shall be provided with the adopted school calendar for the next year by June 15.

D. Involuntary Transfers and Assignments

1. Elementary bargaining unit members (K-8) being transferred from one building to another or reassigned from one grade level to another, and secondary bargaining unit members (9-12) being transferred from one building to another, shall be informed of such transfer or reassignment and the reason(s) therefore in a personal conference with the member's immediate supervisor as soon as possible after the decision to transfer or reassign has been made. During this conference, the bargaining unit member shall be made aware of all current and reasonably anticipated openings in the district. Written notice of the transfer or reassignment, with the reason(s) therefore, shall be sent to the bargaining unit member within fifteen (15) working days of the conference.

2. A bargaining unit member being transferred from one building to another may, upon request, meet with the principal of the building to which he or she is being transferred to discuss the transfer and any vacancies in that building. The bargaining unit member shall also have the opportunity to request a transfer to other positions for which he or she may be qualified in other buildings.

3. At least ten (10) days before reassigning a bargaining unit member from a grade level (K-8) or department (9-12) because of decreased or increased enrollment in particular grades or classes, the building principal shall discuss the anticipated reassignment with the affected bargaining unit member.

E. General

Other than compliance with the procedures set forth in this article, the Superintendent retains his sole discretion to reassign or transfer bargaining unit members. Only procedural compliance with this article is subject to the grievance procedure.

ARTICLE 10 – REDUCTION IN FORCE

A. Definition of Reduction in Force

A reduction in force (RIF) shall have occurred when the Board intends to lay off a bargaining unit member.

B. Reductions

The Board of Education may implement a reduction of staff for any reason(s) authorized by Section §3319.17 of the Ohio Revised Code.

Notwithstanding anything to the contrary in this Agreement, the parties shall comply with R.C. 3319.17, as amended by H.B. 153.

C. Notification of Anticipated Reduction

1. If the Board determines a reduction may occur, the employer shall notify the Association in writing, no later than June 1 prior to the beginning of the school year that the RIF is to be implemented. The notification shall include the reason(s) for the RIF, the position(s) to be reduced or eliminated, the name(s) of the employees to be affected, the date of employer action to implement the RIF and the effective date of the RIF.

2. The employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on the seniority list as per the seniority section.

D. Seniority

1. Seniority is defined as the length of continuous service in the Cambridge City Schools including approved leaves of absence.

2. All members of the bargaining unit will be placed on a seniority list for each teaching field for which continuing contracts will be placed at the top of the list, in descending order of seniority. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also in descending order of seniority.

3. Teaching fields affected by a reduction in force must be determined with reference to fields of certification, as designated on the certificates of the bargaining unit members involved.

E. Implementation

1. In determining the position(s) to be reduced, eliminated, or not filled, the following sequence shall be used within the teaching field(s) reduced:

   a. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.

   b. Non-tenured bargaining unit members holding temporary certification will be the first ones suspended, based upon seniority.

   c. Fully certificated limited contract bargaining unit members shall be the next ones suspended, based upon seniority.

   d. Continuing contract bargaining unit members shall be the last persons suspended, based upon seniority.

2. If additional reductions of personnel are necessary they shall be made by the following procedure:

   a. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, suspend those teachers on limited contracts prior to those on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

   b. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

3. Comparable evaluations shall be as defined in Article 7, E.

4. Layoff shall occur by suspension of contract.

5. An employee shall be notified no later than June 30 prior to the school year in which the reduction in force is to be implemented. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

F. Right to Displace Less Senior Teacher

1. A bargaining unit member who is notified that he/she is to be laid off will have the right to displace any less senior bargaining unit member whose work he/she is certificated to perform.

   Written notice to exercise this right must be made to the Superintendent within five (5) work days after a bargaining unit member is notified that he/she is to be laid off. All displacements must occur by August 10.

Bumping (displacement) rights shall accrue to all teachers within their respective contract status groups (continuing contract, or limited contract), but in no event shall a non-tenured teacher exercise bumping rights over tenured teachers. The right to bump shall be limited to teacher's area of Certification/Licensure and those with comparable or lower evaluations.

2. Certification as used in Section E-1 above shall be defined as provisional, professional, or permanent grade certificates issued pursuant to Sections §3319.22 to 3319.31, inclusive, Ohio Revised Code, or in accordance with standards, rules, and regulations authorized by law, in the following types:

K-Primary - - - - - - - - - - - K, 1, 2, 3
K-Elementary - - - - - - - - K, 1, 2, 3, 4, 5, 6, 7, 8
Elementary - - - - - - - - - - 1-8 inclusive
High School - - - - - - - - - Subject names, grades 7-12 inclusive.

G. Procedure for Recall

1. All bargaining unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are or become certified to teach.

2. Bargaining unit members on the recall list shall be offered reemployment to full-time positions for which they are certified, as they become available, in the reverse order of layoff, last laid off, first re-employed.

3. A bargaining unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.

4. If a bargaining unit member leaves with "X" years seniority, he/she shall return with "X" years seniority.

5. When an opening(s) occurs, the Board shall send a certified letter to all bargaining unit members certified for the position who are on the recall list to their last known address to advise them of such positions. It is the bargaining unit member's responsibility to keep the treasurer informed of his/her whereabouts. The bargaining unit members shall, within fifteen (15) days from the postmark date of the letter if the notice is postmarked by August 1, otherwise, within 10 days, indicate availability and desire for such position. The Board shall reinstate that bargaining unit member indicating availability and desire for such position who has the greatest seniority if evaluations are comparable. If the bargaining unit member fails to notify the Board within the specified period of time, or if the bargaining unit member rejects the offered full-time position, said bargaining unit member shall be considered to have rejected the position and to have forfeited his/her right to recall on the reduction in force list. The position will then be made available to the next eligible bargaining unit member on the reduction in force list.

6. No bargaining unit members new to the district shall be employed until all properly certified bargaining unit members on the reduction in force list have been offered a contract for the position in accordance with the provisions of this procedure.

7. Transfers of bargaining unit members employed but not affected by the reduction in force program shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, the position(s) will be staffed first from the bargaining unit member reduction in force list. Transfers may be made to a position affected by the reduction in force program after the position(s) has been offered to all properly certificated bargaining unit members on the reduction in force list.

8. Bargaining unit members remaining laid off will be given preferential consideration as substitute bargaining unit members and part-time bargaining unit members. However, employment as a substitute or part-time bargaining unit member shall not disqualify that bargaining unit member from placement on the reduction in force list for full-time employment.

9. The recall list shall be maintained for a period of two (2) years. Thereafter, an employee on layoff shall lose his/her right to recall.

10. No current Association member or non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status. No posting of vacancy is required when a position is offered and accepted by a member with recall rights.

ARTICLE 11 – LEAVES OF ABSENCE

A. Personal Leave

1. A bargaining unit member shall be granted three (3) days per year for absences due to unavoidable emergencies, obligations or business transactions that require the bargaining unit member to be absent from work. It is the intent of this regulation to cover only the most urgent and unavoidable of circumstances. Bargaining unit members requesting personal leave shall use Form PL-1 as directed.

2. Requests for personal leave shall be submitted to the immediate supervisor at least three (3) work days in advance, except in the case of emergency. In emergency cases, personal leave notice may be by telephone no later than 6:30 A.M. on the day of the leave. In these cases, the appropriate leave form will be completed by the bargaining unit member upon return to work.

3. A teacher who does not use three (3) days of personal leave in a school year may elect to have the unused days added to his/her sick leave accumulation by written notice received by the treasurer by June 30 following the end of the work year. A teacher may not make this election if he or she receives the incentive payment under Article 11, C. for the same school year.

CAMBRIDGE CITY SCHOOLS

PERSONAL LEAVE FORM

TEACHER/CERTIFIED STAFF

I request Personal Leave for the following date:

_____, _____, 20____.

_____, _____, 20____.

_____, _____, 20____.

_____, _____, 20____.

My request is for one of the following (File three days in advance, if possible).

Requests are automatically approved.

( ) Obligation or business transactions that require me to be absent from work.

( ) Unavoidable emergency.

_____ _____

Employee's Signature Principal's/Supervisor's Signature

B. Sick Leave

Bargaining unit members shall accrue sick leave at a rate of one and one quarter (1 1/4) days per month while under contract with the Board of Education for a maximum of fifteen (15) days per year, which may be accumulated up to 260 days.

Sick leave shall be granted to maximum accumulation for any of the following reasons: (1) personal illness; (2) personal injury; (3) pregnancy; (4) exposure to contagious disease which could be communicated to others; (5) illness or injury of a member of the immediate family; (6) death in the immediate family. Bargaining unit members shall sign the appropriate sick leave form upon returning to work. Violation of sick leave could be grounds for disciplinary action. Immediate family shall mean any of the following persons: spouse, children, father, mother, brother, sister, respective in-laws, member of the immediate household, grandparents, grandchildren.

If a doctor is consulted, the Board of Education may require the bargaining unit member to furnish a doctor's name and the dates on which he or she was consulted. The Superintendent may require a bargaining unit member to submit a doctor's certificate verifying that the bargaining unit member was ill, provided that the bargaining unit member had been absent for six (6) or more consecutive work days or more than fifteen (15) work days total in the school year. If the total cost of substitutes for bargaining unit members of CEA decreases by at least thirty percent (30%) in 2015-2016 compared to 2014-2015, each full-time bargaining unit member shall be paid a lump sum of $280.00 in the last pay in June, 2016. Provided this incentive is paid in June, 2016, should the usage of sick leave during the 2016-2017 school year increase no more than 10% over 2015-2016 school year, remain the same or decrease further, each full-time bargaining unit member shall be paid a lump sum of $140.00 in the last pay of June, of that school year.

The treasurer will report monthly use and accumulated sick leave on pay stubs. A bargaining unit member may be granted additional days of sick leave beyond the number accumulated upon recommendation of the Superintendent and approval by the Board.

A bargaining unit member with prior service for the State of Ohio or another political subdivision of the state or with prior but broken employment with the Board shall be credited with their previously accumulated sick leave provided: (1) the bargaining unit member provides a certificate from the chief executive or chief fiscal officer or such other governmental unit as to the bargaining unit member's accumulated sick leave; and (2) the bargaining unit member shall be credited with no more than ninety-two (92) days of such previously accumulated sick leave.

Donated Sick Leave

When in the judgment of a bargaining unit member's physician, or the physician of the child or spouse of the bargaining unit member, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the bargaining unit member or his or her spouse or child, which does not include pregnancy or childbirth unless there are catastrophic consequences to the mother, and additional days are still needed, then he/she may request through the Association that additional days be transferred from other bargaining unit members' accumulated sick leave. The Association shall establish an internal policy to administer such a transfer. The Association shall notify the treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the

person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member involved authorizing the Board treasurer to transfer the days.

These additional limitations will apply to this paragraph:

1. No teacher who begins the school year with more than 250 days (as of July 1) can donate sick leave days;

2. Donations from a bargaining unit member must be in units of 5 days;

3. The bargaining unit member to whom the days are given must personally have the catastrophic illness or injury or his or her spouse or child must have the catastrophic illness or injury;

4. It cannot be used if the bargaining unit member has applied for disability retirement;

5. No more days can be given than needed by the bargaining unit member to serve out the regular school year, only that school year;

6. The bargaining unit member must exhaust his own sick leave first;

7. Family and Medical Leave shall be concurrent with use of donated sick leave;

8. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated leave days;

9. A bargaining unit member's donation of sick leave to another bargaining unit member shall not count as use of sick leave for the purposes of calculating the non-use incentive payment; and

10. The total number of transferred days a bargaining unit member can use is thirty (30) in one school year.

11. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of the sick leave transfer days.

12. For the purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to, the following:

    a. Accident resulting in multiple fractures or amputations of a limb
    b. AIDS
    c. ALS (Amyotrophic lateral sclerosis)
    d. Cancer
    e. Cerebral Palsy, Muscular Dystrophy
    f. Condition causing paralysis
    g. Hemophilia
    h. Mental illness (requiring hospitalization)
    i. Rare disease

j. Severe burn involving over 20% of the body
k. Severe head injury (requiring hospitalization)
l. Spinal cord injury
m. Stroke or cerebrovascular accident

13. In the event that a disagreement between the Association and the Board develops on whether a medical condition qualifies for the bargaining unit member's utilization of the sick leave donation, the Board and the Association shall within three (3) business days of the dispute, engage the services of one of the following arbitrators to make a final and binding decision about the dispute: David Beckman, Langdon Bell, Jerry Fullmer, Sandra Mendel Furman, Dan Kosanovich, James Mancini, Edward O'Connell, Thomas Skulina, and David Stanton.

    a. The expenses of the arbitrator shall be shared equally by the Board and the Association.
    b. The first available arbitrator listed above shall be utilized.
    c. Either party may demand a hearing.
    d. The Association and The Board may submit briefs and supporting documentation describing the circumstances surrounding the disputed condition in lieu of a hearing. The briefs and supporting documentation shall be submitted to the arbitrator within seven (7) calendar days of his appointment to obtain a decision.

C. Incentive Pay

1. Teachers who use the following number of sick leave and personal leave days in total during a school year shall be paid an incentive payment as follows:

Total Sick Leave and Personal Days Used	Incentive Payment
0	$600
1 or less	$500
2 or less	$400
3 or less	$300
4 or less	$200

2. If a teacher uses no sick leave or personal leave after March 15 of the school year, the teacher will be paid $100.

3. Professional days are not to be included in incentive pay calculation.

4. Payment will be made with the second paycheck in July.

5. Part-time bargaining unit members shall receive this incentive on a pro-rata basis.

6. Any person who uses unpaid leave in any form during the school year shall not be entitled to the incentive pay.

7. To be eligible, the bargaining unit member must work at least 120 days in the school year under regular contract.

D. Unpaid Illness or Disability Leave

1. Upon written request of a bargaining unit member who has exhausted his or her accumulated sick leave or has chosen not to use sick leave, the Board shall grant an unpaid leave of absence to the bargaining unit member where the bargaining unit member's illness or disability is the reason for the request. Such leave will be granted for up to two (2) years and may be renewed, upon written request of the bargaining unit member where the bargaining unit member's illness or disability is the reason for the request, for a like period of time.

2. Upon the written request of a bargaining unit member, the Board shall grant an unpaid leave of absence up to six (6) months where the reason for the request is the need for the bargaining unit member to care for an immediate family member who is ill or disabled. Such leave may be extended by the Board.

E. Pregnancy/Adoption Leave

Any female bargaining unit member who becomes pregnant following her employment by the Board will notify the Superintendent in writing of her pregnancy as soon as possible after she learns that she is pregnant. At that time, she shall indicate the anticipated date of the requested pregnancy leave. She will also notify the Superintendent in writing of the anticipated delivery date promptly after her doctor informs her of that date.

A bargaining unit member may use any or all of her accumulated sick leave for her absence from work during the forty-two (42) calendar days following the date of the childbirth.

In addition, a bargaining unit member may use sick leave for absence due to illness or disability resulting from her pregnancy prior to the childbirth and after the period of time set forth in paragraph 2 above.

A bargaining unit member who is adopting a child may use ten (10) days of his or her accumulated sick leave in connection with the placement and adjustment.

A bargaining unit member may also be entitled to Family and Medical Leave under Article 11, N.

F. Child Care Leave

A bargaining unit member may request and shall be granted a child care leave of absence without pay on the conditions set forth below:

1. The leave of absence shall be for the balance of the school year or semester in which delivery occurs or is expected. If both parents are employed by the Board, only one may be granted a leave of absence at the same time in connection with childbirth or adoption.

2. The leave may be extended for one (1) additional school year upon request of the bargaining unit member to the Board, made not later than April 1st preceding the school year for which such extension is requested.

3. The bargaining unit member shall be reinstated at the beginning of the school year or semester following child care leave or any extension thereof, provided that the bargaining

unit member files a written application for reinstatement with the Superintendent by the preceding April 1st, or at least sixty (60) days before the next semester.

4. Upon return from approved child care leave or from any approved extensions, the bargaining unit member shall be entitled to reinstatement to the same position with the same contractual status which he or she held prior to the leave, or if that position is no longer available, to a position for which the bargaining unit member holds valid certification.

5. Where the group insurance policy permits, a bargaining unit member on child care leave may continue to participate in insurance benefits which are provided to other bargaining unit members if payment of the group rate for such benefits is made in advance by the bargaining unit member to the treasurer.

6. A bargaining unit member who is adopting a child is entitled to child care leave hereunder on the same terms as for childbirth, the official date of adoption being considered the delivery date.

7. A bargaining unit member may also be entitled to Family and Medical Leave under Article 11, N.

G. Association Leave

Provided written notice is delivered to the Superintendent two (2) working days before the requested leave or leaves, the Association President and/or designee shall authorize members use of Association Leave to carry out Association business or to attend meetings, workshops or conferences related to Association business. No more than fifteen (15) days in the aggregate shall be granted per school year.

The use of this leave provision shall not be charged to any other leave policy and shall not result in loss of pay by the use and substitutes shall be provided and paid by the board, upon written verification of attendance.

H. Jury Duty/Subpoena Leave Related to School Operations

1. Jury Duty

A bargaining unit member shall be excused for service on a jury without loss of pay or benefits so long as the bargaining unit member promptly submits to the treasurer the fee(s) (excluding mileage and any other cash disbursements) received for such service.

2. Subpoenas Related to School Operations

Bargaining unit members shall be released from duty, without loss of pay or benefits, for absence due to the bargaining unit member's compliance with a subpoena to appear in a court of law, provided that: (a) neither the bargaining unit member nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator; and (b) the court appearance is somehow connected with the bargaining unit member's employment or school activities (for example, where the bargaining unit member is required to appear as a witness in a lawsuit by a student for

personal injuries which occurred in a school activity or where the bargaining unit member is subpoenaed to be a witness in custody litigation involving a pupil.

3. Effect on Other Leaves and Incentive

   Such leave shall not be deducted from the bargaining unit member's sick leave or personal leave, except that a bargaining unit member may use his or her personal leave for an absence required by court subpoena that does not come within the terms of paragraph 2, if personal leave is available to the bargaining unit member. If a bargaining unit member is subpoenaed to appear in court or in an administrative proceeding that does not qualify for leave under subsection H. 1. or H. 2., use of personal leave in order to comply with the subpoena will not count as use of personal leave for purposes of the incentive pay of Article 11, C.

I. Military Leave

1. The Board shall grant an unpaid leave of absence to any bargaining unit member who leaves a teaching position to serve in the armed forces of the United States. Such bargaining unit member, upon honorable discharge and written application to the Board within ninety (90) days of discharge, shall be reinstated at the beginning of the semester after the bargaining unit member applies for reinstatement. Such a bargaining unit member shall resume the contract status he held prior to entry in the armed forces and shall be reinstated at the same position, if available, otherwise to a position for which the bargaining unit member holds valid certification. The bargaining unit member shall receive credit for the period of such leave, for purposes of seniority and placement on the salary schedule.

2. Bargaining unit members shall be granted pay/partial pay for absences due to military service in field training or active duty, provided such obligations cannot be fulfilled on days that are not work days, in accordance with ORC 5923.05.

J. Sabbatical Leave

1. A bargaining unit member who has completed five (5) years of service for the Board may apply for a leave of absence in accordance with this article for purposes of professional improvement. Bargaining unit members requesting such leave must submit with their applications a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the bargaining unit member, and the district generally. The application and plan must be submitted by March 1 for the next semester or next school year. The Board shall act on the application and notify the bargaining unit member of its action by April 30 or as soon thereafter as possible.

2. The Board may not approve sabbatical leaves for more than five percent (5%) of the bargaining unit for the same semester or school year. Applications shall be considered on a first-come basis. Applications may be approved for one semester or one school year.

3. A bargaining unit member on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the treasurer on a timely basis. Bargaining unit members on a sabbatical leave shall be entitled to a salary equal to the difference between the bargaining unit member's regular contract salary in effect at the time the sabbatical leave is approved and the replacement bargaining unit member's salary.

4. The Board shall not grant a sabbatical leave to the same bargaining unit member more often than once in five (5) years of service to the district.

5. Within sixty (60) days after the expiration of the leave, the bargaining unit member must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the bargaining unit member must also present to the Superintendent a copy of the college or university transcript. A bargaining unit member shall receive full credit for time on sabbatical leave for purposes of seniority and placement on the salary schedule. The bargaining unit member must teach in the district for at least one (1) year following expiration of the leave.

K. Assault and Personal Injury Leave

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when such teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

2. Pursuant to and in accordance with Section §3319.143 of the Ohio Revised Code, Assault Leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Said leave shall not be charged against sick leave earned under Section §3319.141 of the Ohio Revised Code. Said teacher shall be granted the aforementioned Assault Leave and shall be maintained on full pay status during such absence, up to a maximum of forty (40) working days.

3. A teacher shall be granted Assault Leave according to the following rules:

   a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.

   b. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the principal or immediate supervisor.

   c. To qualify for Assault Leave, the teacher shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

   d. The teacher shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested by the Superintendent, except that a physician statement would not be required for an absence of three (3) days or less if the injury is obvious.

e. Teachers shall not be permitted to accrue Assault Leave.

f. Payment for Assault Leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.

g. Payment under this article shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under paragraph (2) above.

4. Injury Leave

a. In the event that a bargaining unit member is unable to work, as determined by the bargaining unit member's physician, due to a physical injury unintentionally inflicted by a student which results in the employee being absent as the result of that injury, such absence will not be charged to sick leave for up to thirty (30) days.

b. The bargaining unit member's physician's statement concerning the nature of the physical injury shall be required to state both the necessity of absence from work and the expected duration of the absence. The Superintendent may require that the bargaining unit member be examined by a physician of the Superintendent's choice at the Board's cost to verify the nature of the injury and the need for absence from work. If the employee's and the Board's physicians are in disagreement as to either of those issues, those two physicians shall select a third physician who will examine the employee and whose decision shall be binding. The cost of the third physician shall be split equally between the Association and the Board.

c. As a condition of receiving injury leave, the bargaining unit member must file with the Superintendent a written statement of the specific facts relating to the incident as soon as possible.

d. Payment under this section shall constitute the bargaining unit member's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code, except to the extent the disability exceeds the days allowable under Paragraph (a.) above.

e. As a condition for receiving injury leave, the bargaining unit member shall cooperate with the Board of Education in any civil litigation that may result from the incident.

5. If the bargaining unit member is assaulted or injured as described above, said member may request that the I.A.T. (Intervention Assistance Team) in that building review whether the child should receive alternate means of education other than being placed in that bargaining unit member's classroom. The I.A.T. shall make a recommendation for implementation to the Superintendent or designee.

L. Professional Leave

1. Each full-time classroom bargaining unit member may request professional leave at regular pay to attend professional meetings or visitations. Bargaining unit members may

request days without reimbursement (except the cost of the substitute), i.e., for leave paid by athletic or music accounts. Request for leave must be submitted in writing, with approximate cost and agenda, at least ten (10) calendar days in advance to the Superintendent.

2. The Board annually will allocate an amount per building based on the number of bargaining unit members. The principal in each building shall consult with the building staff in developing the professional leave budget for the building. This does not prevent the building budget from spending more on professional leave in that particular building.

3. Such leave shall be reimbursed in the following manner:

   a. Necessary fees for registration and reasonable lunch costs if one day; also, reasonable lodging, breakfast and dinner expense if conference is more than one day. Receipts for meals not included in registration are necessary for reimbursement at the following rate: breakfast - $5.00; lunch - $10.00; and dinner - $15.00 for local and in-state. Meals at national meetings shall be reimbursed at $7.50; $10.00; and $20.00 respectively.

   b. Mileage at the I.R.S. rate or coach rate (common carrier).

   c. A written report must be presented to the Superintendent and/or building principal within ten (10) working days of attendance of the seminar/ workshop.

M. Leave of Absence

1. A bargaining unit member who has completed one year of service to the Board may request an unpaid leave of absence for family or personal reasons which the Board of Education may grant or deny. The leave may not be used for a purpose inconsistent by the purpose for which it was granted. The bargaining unit member shall submit a written request to the Superintendent by March 1 for the next semester or school year, and by November 1 for the second semester. The end of the leave must coincide with the end of a semester or school year.

2. A bargaining unit member on leave must give the Superintendent written notice by April 1 (for the next school year) or by November 1 (for second semester) of his or her intent to return or the bargaining unit member will be deemed to have resigned.

3. A bargaining unit member on leave may continue to participate in group insurance by paying the insurance premiums to the treasurer on a timely basis.

4. The Board shall not grant a Leave of Absence to the same bargaining unit member more often than once in five (5) years of service to the district.

N. Family and Medical Leave

1. In accordance with the Family and Medical Leave Act of 1993 (FMLA), bargaining unit members shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:

   a. to care for a newborn son or daughter;

b. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;

c. to care for a seriously ill spouse, child, or parent; or

d. because of their own serious health condition.

e. for qualifying exigencies, as defined under federal law, arising out of the fact that the employee's spouse, son, daughter, or parent is a member of the National Guard or Reserves and is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation.

f. because the employee is a spouse, son, daughter, parent or next of kin of a covered service member with a serious illness or injury. Covered service member and serious illness or injury have the same meaning as defined in the National Defense Authorization Act of 2008, which amended the FMLA.

Use of paid sick leave for the first twenty (20) working days for an FML-qualifying event or use in a year does not adversely affect the use of Family and Medical Leave for twelve (12) weeks. Use of paid sick leave beyond such twenty (20) work days (unless the bargaining unit member applies for use of leave by June 30, 2004), use of transferred or donated sick leave days and injury leave days is concurrent with and in lieu of FML for one of the reasons listed in (a) through (e) above. If the employee already has been absent during the prior 12 months for a reason for which Family and Medical Leave could be used for one of the reasons listed in (a) through (e) above, then to the extent that the employee has used sick leave days transferred from or donated by other bargaining unit members or has used injury leave for the same condition, then such days shall be considered part of the 12-week period such that any other leave the employee is entitled to take under this Family and Medical Leave policy will be for 12-weeks less the amount of such absent time already taken in the form of transferred or donated sick leave days or injury leave during the prior 12 months.

Entitlement to child care shall end upon the child reaching age (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit member must give the Board at least a thirty (30) days' notice, or as much notice as is practicable in foreseeable situations.

3. Bargaining unit members will be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave.

4. Medical certification may be required to substantiate leave for reason number (1.d.) stated above, with the Board having the option of requiring second and third opinions. Medical Certification shall include the following:

   a. the date the condition began;

   b. the probable duration of the condition;

   c. appropriate medical tests regarding the condition and the necessity for the leave; and

d. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.

   a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Board may temporarily transfer the bargaining unit member to an alternate position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition, or due to other circumstances beyond the bargaining unit member's control.

7. For the purpose of this article, the following definitions apply:

   a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

   b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per work week, or hours per workday, of a bargaining unit member.

8. During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.

9. If an employee goes on leave due to his or her own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a certificate from the health care provider that the employee is able to resume work before returning to work.

10. If the employee is absent for reason (f) above, he or she is limited to a combined total of 26 weeks in a 12-month period, for any of the reasons listed in (1). For purposes of reason (f) only, the 12-month period begins on the first day the employee takes leave for this reason.

ARTICLE 12 – COMPENSATION AND PAYROLL PRACTICES

A. Pay Days

All employees shall be paid on alternate Fridays over a twelve (12) month period of time; provided, however, if the union representing classified employees agrees to twenty-four (24) pays annually, then the Treasurer shall implement a 24-pay system over the annual pay cycle in consultation with the CEA. The treasurer may alter the payday schedule in order to avoid overpayment to bargaining unit members or to avoid payment being made before services are rendered. Summer paychecks will be mailed at Board expense on Wednesday before payday to the bargaining unit member's regular mailing address on Board records. Summer checks will be mailed to another address if self-addressed envelopes are provided. In the event that a payday falls on a holiday, payment will be made on the business day preceding the holiday.

If the bargaining unit member is not on direct deposit, he/she will be paid on the same day as those on direct deposit if they supply the treasurer with a deposit slip; or they may supply a self-addressed, stamped envelope to a location chosen by the bargaining unit member five (5) days prior to the payroll disbursement date. All persons hired into the bargaining unit after June 1, 1998 shall be paid by direct deposit.

When a teacher retires the Board shall pay the teacher in one lump sum any and all accrued salary. The teacher shall remain on the benefit plans for the month after the effective date of retirement (not to exceed 30 calendar days).

B. Experience Credit

Bargaining unit members hired by the Board shall be granted "years of service" credit for placement on the salary schedule based upon their experience as follows:

1. One year's service credit, up to a total of no more than five years, for each twelve (12) months of active military service by the bargaining unit member since he or she first obtained a teaching certificate from the Ohio Department of Education.

2. One year's service credit for each school year in which the bargaining unit member was employed full-time by the Board as a regular bargaining unit member and in which the bargaining unit member actually worked for at least 120 school days. A bargaining unit member gets one year of service credit for each school year in which he or she worked for at least 120 days for Cambridge or any other educational institution chartered by the Ohio Department of Education, as a substitute or regular teacher.

3. One year's service credit for each school year in which the bargaining unit member was employed full-time as a regular teacher by another educational institution chartered by the Ohio Department of Education and in which the bargaining unit member actually worked for at least 120 school days.

4. No one newly-hired by the Board or re-employed by the Board after a break in employment with the Board shall receive credit for more than ten (10) years' total prior service.

C. Regular Teacher Salaries

Teachers shall move vertically on the regular teacher salary schedule beyond their individual placement at the end of the 2014-2015 school year in accordance with this paragraph, notwithstanding any other provision of law or this Agreement:

1. A teacher shall be credited with one (1) year of service for vertical step movement at the beginning of the 2015-2016 school year if he/she was in paid status as a teacher for the Board for at least one hundred twenty (120) days during the 2014-2015 school year; and

2. Teachers under contract in September, 2015 who remain under contract in January, 2016 who lost one (1) Cambridge experience step prior to the 2013-2015 Agreement shall be credited with that one (1) experience step beginning on the 92nd day of the 2015-2016 school year and thereafter.

3. A teacher shall be credited with one (1) year of service for vertical step movement at the beginning of the 2016-2017 school year if he/she was in paid status as a teacher for the Board for at least one hundred twenty (120) days during the 2015-2016 school year.

Bargaining unit members' salaries for regular teaching duties shall be calculated on the attached schedule, using a base salary (B.A.-zero) as follows:

	Base Salary
2015-2016	$30,831
2016-2017	$30,831

The Master's +15 column of the salary schedule means fifteen (15) graduate hours after receiving the Master's Degree.

Supplemental salaries shall be based on the base salary in effect at the beginning of July of each year.

Extended service per diem salaries shall be calculated on the state minimum schedule but using a base salary of $25,000.

D. STRS Pick-up

1. Consistent with IRS and Ohio Attorney General rulings, the Board shall pick up and pay, on behalf of each member of the bargaining unit, the bargaining unit member's contribution to the State Teachers Retirement System, so long as the total compensation paid by the Board to and on behalf of each bargaining unit member is not thereby increased. The bargaining unit member's gross salary shall be reduced by the amount of the individual's required contribution to the STRS and shall be restated accordingly.

2. The amount picked up and paid by the Board shall be the current required contribution of the bargaining unit member to the STRS.

3. The amount so paid on behalf of the bargaining unit member to STRS:

   a. Shall not be treated as income of the bargaining unit member for federal and state income tax purposes.

b. Shall be treated as income of the bargaining unit member for municipal income tax purposes.

c. Shall be treated as income of the bargaining unit member for purposes of computing the Board's employer contribution to STRS.

4. No bargaining unit member shall have the option to elect a wage increase or other benefit in lieu of this pick-up or to decline this pick-up. Each bargaining unit member is responsible for taking this pick-up into account, along with other tax-sheltering plans, for purposes of complying with tax law requirements.

5. This salary-reduction pick-up shall become effective for all salary payments to bargaining unit members on and after January 1, 1985.

E. Mileage

The Board shall pay for authorized automobile expense an amount equal to the per mile allowance being utilized by the Internal Revenue Service. The Board shall modify the mileage allowance, effective on the first day of the month following a regular Board meeting at which the Board knows of a new mileage allowance used by IRS.

F. College Tuition Reimbursement

Upon completion of graduate work in areas of program or classroom improvement or responsibilities, with a "B" grade or better or pass in a pass/fail class, the Board will reimburse the cost of each semester hour taken up to a maximum of $130.00 per semester hour for no more than eight (8) hours in one year. The Board's total cost annually under this Section F shall not exceed $10,000.

A member approved for reimbursement under this Article on a first-come, first-served basis must submit the required documentation by September 15, for reimbursement from the reimbursement pool from the previous school year; if the member does not do so that member's reimbursement amount shall reimburse the next member, if any, who was excluded by the $10,000 limit from participation in that previous school year.

To be eligible for this reimbursement benefit:

1. Bargaining unit members, regardless of certification, must notify the Superintendent or his designee in writing prior to commencement of a graduate course;

2. Bargaining unit members must return to teach in the Cambridge City Schools following completion of the course; and,

3. Bargaining unit members may not be reimbursed by another agency.

The bargaining unit member shall be paid within thirty (30) days in a lump sum following presentation of an official transcript or grade report showing satisfactory evidence of completion of the course work in accordance with the provisions of this section of the Agreement. Workshops or courses for which the bargaining unit member has released time shall not qualify for tuition reimbursement.

G. Continuing Education

1. Upon prior approval of the Superintendent, a bargaining unit member may attend, as education leave, a workshop or seminar at which continuing education units can be earned. For approved educational leave, the Board shall reimburse the bargaining unit member for the actual cost of registration, mileage, and reasonable and necessary expenses of attending the workshop or seminar in accordance with the guidelines set in Article 11, Section L.

2. To the extent that the Board determines that it is financially feasible, the Board shall attempt to provide in-service opportunities for bargaining unit members locally, at which continuing education units will be offered.

H. Severance Pay

1. Upon retirement, bargaining unit members of the Cambridge City Schools will be paid, in a lump sum, an amount equal to one-fourth (1/4) of the bargaining unit member's unused accumulated sick leave days up to a maximum of one hundred eighty (180) unused sick leave days, or a maximum payment of forty-five (45) days, plus one day of severance pay for each ten (10) days of accumulated sick leave beyond 180 days. For purposes of calculation, the daily rate will be based upon the bargaining unit member's final base salary, exclusive of any remuneration received through a supplemental contract. The treasurer is authorized to delay such payment, up to one hundred twenty (120) days, until there is evidence that the bargaining unit member is, in fact, retiring from employment in the public schools of Ohio and not merely terminating employment in the Cambridge City Schools.

2. Severance pay will not be paid to a bargaining unit member's estate at the time of death unless bargaining unit member had filed papers for retirement prior to death.

ARTICLE 13 – INSURANCE

A. The Board shall provide and pay the full cost of group term life insurance coverage for each bargaining unit member in the amount of $25,000.

B. The Board shall provide and pay the full cost of group dental insurance coverage for bargaining unit members and their eligible dependents comparable to the coverage in effect during the 1991-1992 school year. The maximum calendar year benefit per person shall be $1,000.00. The maximum lifetime benefit per person for orthodontia shall be $1,000.00.

C. The Cambridge City School District Board of Education and the Cambridge Education Association agree to accept the PPO plan for medical insurance benefits currently in effect April, 2010. The premium payment will be shared as follows: 87.935% (effective 10/1/2013) and 86.5% (effective 9/1/2014) of premium to be paid by the Board of Education and 12.065% (effective 10/1/2013) and 13.5% (effective 9/1/2014) of the premium to be paid by the bargaining unit member.

	10/1/2013 Option 1	9/1/14 Option 2 *	9/1/14 Option 5**
Annual Deductible (Single/Family)	$250/$500 In Network $500/$1,000 Non-Net.	$300/$600 In Network $600/$1,200 Non-Net.	$500/$1,000 In Network $1,000/$2,000 Non-Net.
Co-Insurance %	90/10% In Network 70/30% Non-Network	85/15% In Network 65/35% Non-Network	80/20% In Network 60/40% Non-Network
Out-of-Pocket Maximum (Single/Family)	$750/$1,500 In Net. $1,500/$3,000 Non-Net.	$900/$1,800 In Net. $1,800/$3,600 Non-Net.	$1,200/$2,400 In Net. $2,400/$4,800 Non-Net.
Office Visit Co-pay (Primary Care/Specialist)	$25/$25	$25/$50	$25/$50
Urgent Care Co-pay	$50 Network Only	$50 Network Only	$50 Network Only
Emergency Room Co-pay	$100 In & Non-Network	$150 In & Non-Network	$150 In & Non-Network
RX Co-pay	$10/$20/$30 MOD $20/$40/$60	***$10/$30/$60 MOD $20/$60/$180	***$10/$30/$60 MOD $20/$60/$180

*9/1/2014: Proposed Option #2 if renewal premium in 2014 is greater than 8% but less than 13.5%.
**9/1/2014: Proposed Option #5 if renewal premium in 2014 is 13.5% or more.
***RX – 4th tier 25% up to $200 maximum.

Effective January 1, 2016, the health insurance benefits above shall be replaced with the following:

1. A High Deductible Plan with a $2,600 individual, $5,200 family deductible annually.

2. The medical and prescription drug plan will be the same as the plan set forth in the Health Benefit Summary Plan Description revised on February 16, 2014 except as follows:

   a. Co-pays and co-insurance for services, products, and drugs are eliminated.

   b. The annual deductible for all covered benefits will be $2,600 for individual coverage and $5,200 for family coverage (subject to limitations and conditions of applicable IRS laws and regulations).

3. Creation of individual employee Health Savings Accounts (HSA)

   a. During calendar years 2016 and 2017, the Board shall contribute to each HSA a total of $1,000 for employees with individual coverage and $2,000 for employees with spouse or family coverage. If both spouses are employed by the Board, the Board shall contribute $1,000 to the HSA of each spouse covered under the Board's plan. Employees eligible for coverage whose initial employment occurs after January 1 of a calendar year shall receive a pro rata amount of Board contribution to his/her HSA. Board HSA contributions shall be made in installments, half on the first banking day of the calendar year and the remainder on the first of each month in approximately equal monthly payment while the teacher is under contract in July through December.

b. Provided, however, that the Board contribution shall be reduced for a member of this bargaining unit, if necessary, so that the total Board contribution to the HSAs for such member and for his/her spouse in a year shall not exceed two thousand dollars ($2,000) altogether where both the member and his/her spouse are employed by the Board and eligible to enroll in health insurance. This rule applies whether the spouse of the member is a member of the bargaining unit or not.

c. The above amount shall be adjusted, as the deductibles will be adjusted, so that the amounts do not violate IRS requirements.

d. If these HSA contributions remain the applicable status quo on December 30, 2017, such contributions shall terminate as of 11:59 p.m. on December 30, 2017.

D. If a husband and wife are both employees of the Cambridge City Schools, one of these employees shall be placed on the family insurance plan (which shall include the spouse). The spouse shall receive a cash payment of $1,000 per year payable within 30 days after the end of the enrollment year (9/1-8/31) for which the spouse elects cash payment and declines coverage under the insurance plan. Any participant who amends his/her election during the plan year so as to receive insurance coverage shall not be eligible for the cash payment benefit. Such payment shall be considered a non-taxable benefit under IRS 125, if allowed by law.

E. Bargaining unit members on approved leaves of absence may continue group insurance coverage by making timely payment of the monthly premium. Part-time bargaining unit members shall be entitled to pro-rata Board contribution to insurance benefits. The Board, in its sole discretion, may determine the methods and means of providing the insurance benefits provided in this article.

F. Notwithstanding paragraph (C) above, the Board shall comply with the Patient Protection and Affordable Care Act provisions that are effective January 1, 2014. The Board plan shall only be available to full-time employees, determined through a 12-month "look-back" period, in accordance with the PPACA and Treasury regulations. The parties acknowledge that those regulations have not been fully finalized, and they agree that the Board in its sole discretion may adjust its enrollment, administrative period, look-back period and similar rules/provisions in light of changes in the Treasury regulations and experience.

G. <u>125 Plan</u>

The parties agree to implement an IRS Section 125 account for HSA contributions, for employee insurance premium contributions, and for any other purposes that will implement provisions of this Article consistent with law.

H. <u>Committee</u>

The insurance committee previously established shall remain in existence. Its assignment shall involve reviewing specifications, utilization, data, and cost containment measures. The committee shall consist of the president and three (3) members from the CEA, the treasurer, the treasurer's benefit person and two (2) Board members. Additional members may be mutually agreed to by the committee. The treasurer shall schedule the first meeting, which is

to be held on or before October 15 of each school year. A date for the next meeting shall be established at the end of each meeting and the committee shall meet quarterly. The Association president and treasurer can agree to cancel any meeting for lack of an agenda. Should the committee believe changes should be made to the current insurance plan, they shall make said recommendation to the respective bargaining teams by unanimous vote of the full committee.

ARTICLE 14 – RE-EMPLOYMENT OF STRS RETIREES

1. Persons drawing STRS service retirement benefits may be re-employed by the Board and shall, if under regular contract, be members of the bargaining unit, and shall be entitled to all provisions of the contract, except as otherwise provided herein.

2. For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules. A five (5) year limitation for service credit shall apply. No teacher employed by August 13, 2015 as a retire/rehiree shall be reduced in experience credit he/she has for salary placement on August 13, 2015.

3. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently re-employed, the employee will be awarded successive one-year limited contracts only. A limited contract issued pursuant to this Article is deemed automatically non-renewed each school year, without need for action by the Board of Education, and without regard to the existence, timing, or content of any performance evaluation.

4. Retirement constitutes a break in continuous service. Upon employment after retirement, the employee will be credited with zero (0) years of seniority. If subsequently and continuously re-employed, the unit member shall advance in seniority.

5. Rehired retirees shall not be entitled to participate in the District's group insurance plans. However, to the extent that rehired retirees are not eligible for primary coverage under an STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members.

6. The employee will not qualify for tuition reimbursement under Article 12, Section F, or severance pay under Article 12, Section H of the Negotiated Agreement.

7. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE 15 – GENERAL PROVISIONS AND DURATION

A. Waiver of Negotiations

The Board and the Association acknowledge that during negotiations resulting in this contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this contract was arrived at by the parties after the exercise of that right

and opportunity. The Board and the Association shall voluntarily waive, during the life of this contract, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this contract. The exercise of the management rights set forth in Article 3 of this Agreement requires neither prior negotiation with nor agreement of the Association.

B. No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action for the term of this Agreement.

C. Entire Agreement Clause

This contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. Equal Opportunity Clause

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws. Both parties agree that the private lives of individuals are their own business so long as they do not impact on the school community.

E. Conflict with Law

Consistent with O.R.C. § 4117, the express written terms of this Agreement govern the wages, hours, and terms or other conditions of employment of bargaining unit members and prevail over any conflicting state law. If any provision of this Agreement otherwise conflicts with law, only that provision shall be inoperative, and the remaining provisions hereof shall remain in effect.

F. Impact Bargaining

If during the life of the Master Agreement bargaining is necessary due to impact of new state legislation, the parties shall meet and bargain, pursuant to the procedure of O.R.C. §4117.14(C), with the Association having the right to strike pursuant to O.R.C. §4117.14(D)(2).

G. Duration

This Agreement shall become effective on July 1, 2015, and shall remain in effect through June 30, 2017, so long as the certificate required by R.C. 5705.412 can be executed annually by the required school officials, and from year to year thereafter unless either party gives the other written notice in accordance with Article 1, D.2. of this Agreement.

For the Cambridge City School District Board of Education

11-4-15

Date

For the Cambridge Education Association

11-12-15

Date

Memorandum of Agreement

By the beginning of the second semester of the 2008-09 school year, the Board will post and seek to employ licensed personnel needed to add back computer instruction once weekly in the elementary buildings rather than once biweekly, and will do so by the beginning of the 2009-10 school year, to achieve the following results:

1. Elementary classroom teachers shall have five (5) planning periods weekly, although not necessarily one each day. (4 at 40 mins., one at 30 mins.)

2. One of the 40-minute planning periods weekly may be administrator-directed.

3. Classroom teachers shall not have to remain with their classes in computer lab.

This Memorandum is subject to all terms of the Collective Bargaining Agreement.

This Memorandum shall terminate and be of no force or effect on June 29, 2015.

CAMBRIDGE EDUCATION ASSOCIATION

Laura J. Hoggan

10-18-13
Date

CAMBRIDGE CITY SCHOOL DISTRICT BOARD OF EDUCATION

BOE President
President

Superintendent

10-18-13
Date

Appendix 1

Cambridge City Schools - Index
2015-2016 & 2016-2017

Exp	ND	BA	BA +150	MA	MA+15
0	0.8600	1.0000	1.0400	1.1000	1.1600
1	0.8990	1.0430	1.0880	1.1560	1.2200
2	0.9380	1.0860	1.1360	1.2120	1.2800
3	0.9770	1.1290	1.1840	1.2680	1.3400
4	1.0160	1.1720	1.2320	1.3240	1.4000
5	1.0550	1.2150	1.2800	1.3800	1.4600
6	1.0940	1.2580	1.3280	1.4360	1.5200
7	1.1330	1.3010	1.3760	1.4920	1.5800
8	1.1720	1.3440	1.4240	1.5480	1.6400
9	1.2110	1.3870	1.4720	1.6040	1.7000
10	1.2500	1.4300	1.5200	1.6600	1.7600
11	1.2890	1.4730	1.5680	1.7160	1.8200
12	1.3280	1.5160	1.6160	1.7720	1.8800
13		1.5590	1.6640	1.8280	1.9400
18		1.6020	1.7120	1.8840	2.0000
23		1.6450	1.7600	1.9400	2.0600
27		1.6880	1.8080	1.9960	2.1200

Appendix 2

Cambridge City Schools - Salary Schedule
2015-2016 & 2016-2017

Exp	ND	BA	BA+150	MA	MA+15
0	26,515	30,831	32,064	33,914	35,764
1	27,717	32,157	33,544	35,641	37,614
2	28,919	33,482	35,024	37,367	39,464
3	30,122	34,808	36,504	39,094	41,314
4	31,324	36,134	37,984	40,820	43,163
5	32,527	37,460	39,464	42,547	45,013
6	33,729	38,785	40,944	44,273	46,863
7	34,932	40,111	42,423	46,000	48,713
8	36,134	41,437	43,903	47,726	50,563
9	37,336	42,763	45,383	49,453	52,413
10	38,539	44,088	46,863	51,179	54,263
11	39,741	45,414	48,343	52,906	56,112
12	40,944	46,740	49,823	54,633	57,962
13		48,066	51,303	56,359	59,812
18		49,391	52,783	58,086	61,662
23		50,717	54,263	59,812	63,512
27		52,043	55,742	61,539	65,362

Cambridge City Schools Supplemental Salary Schedule

2015-2016 & 2016-2017
Base Salary: $ 30,831

Position		Supplemental
CLASS I	**21.0%**	
Head Varsity Football Coach		$ 6,475
Head Varsity Boys Basketball Coach		
Head Varsity Girls Basketball Coach		
Head High School Band Director		
Athletic Trainer		
CLASS II	**15.0%**	
Head Varsity Wrestling Coach		$ 4,625
Assistant Athletic Director		
CLASS III	**12.0%**	
Head Varsity Volleyball Coach		$ 3,700
Assistant Football Coach (5)		
Reserve Boys Basketball Coach		
Assistant Boys Basketball Coach		
Reserve Girls Basketball Coach		
Assistant Girls Basketball Coach		
Head Varsity Boys Track Coach		
Head Varsity Girls Track Coach		
Head Varsity Baseball Coach		
Head Varsity Softball Coach		
Assistant Band Director		
Head Varsity Cross Country Coach		
CLASS IV	**10.0%**	
Equipment Manager		$ 3,083
Freshman Football Coach(2)		
Freshman Boys Basketball Coach (2)		
Freshman Girls Basketball Coach (2)		
Cheerleader Advisor		

CLASS V	8.0%		
Head Varsity Golf Coach		$	2,466
Girls Tennis Coach			
Swim Coach			
Boys Tennis Coach			
Cantab Advisor			
Cantab Business Manager			
Ticket Manager			
Soccer Coach (Boys)			
Soccer Coach (Girls)			

CLASS VI	7.25%		
Assistant Volleyball Coach (2)		$	2,235
9th Grade Volleyball Coach			
Assistant Wrestling Coach			
Assistant Boys Track Coach (2)			
Assistant Girls Track Coach (2)			
Assistant Baseball Coach (2)			
Assistant Softball Coach (2)			
Middle School Band Director			
High School Vocal Music Director			

CLASS VII	6.5%		
Middle School Football Coach 7th(2)		$	2,004
Middle School Football Coach 8th(2)			
Middle School Boys Basketball Coach 7th (2)			
Middle School Boys Basketball Coach 8th (2)			
Middle School Girls Basketball Coach 7th (2)			
Middle School Girls Basketball Coach 8th (2)			
Middle School Wrestling Coach			

CLASS VIII	6.0%		
Color Guard Advisor		$	1,850
Middle School Cross Country Coach			
Middle School Volleyball Coach 7th			
Middle School Volleyball Coach 8th			
Middle School Boys Track Coach (2)			
Middle School Girls Track Coach (2)			
Drama Coach			
National Honor Society Advisor			
CHS Student Council Advisor			
Key Club Advisor			

CLASS IX	5.25%		
Percussion Instructor		$	1,619
Middle School Assistant Cheerleader Advisor			
Senior Class Advisor (2)			
Junior Class Advisor (2)			
Asst High School Cheerleader Advisor			
Department Head - Science			
Department Head - Math/busin/computer			
Department Head - Social Studies			
Department Head - OWE/OWA Health PE			
Department Head - Fine Arts/practial Arts			
Department Head - Language/Reading			
Department Head - Guidance/Special Ed			
Middle School Computer Club			
Middle School Asst. Volleyball			

CLASS X	3.5%		
Reporter Advisor		$	1,079
Middle School Yearbook Advisor			
Freshman Class Advisor (2)			
Sophomore Class Advisor (2)			
Washington DC Advisor (2)			
Thespian Advisor			
Science Fair Advisor			
Assistant Varsity Golf Coach			
Middle School Vocal Music Director			

CLASS XI	1.6%		
Spanish Club Advisor		$	493
WHIZ Kids Advisor			
Builders Club Advisor			
French Club Advisor			
Middle School Art Club			
Middle School Student Coucil Advisor			
Middle School Newspaper Advisor			
Field Service Advisor			
Outdoor Education coordinator			
F.H.A. Kids Advisor			
Senior High Art Club			
Festival of Learning (2)			
Act Test Prep			
Elementary Spelling Bee (3)			
Middle School Spelling Bee			
Middle School Student Coucil Advisor (3)			
Chemical Hygiene Officer			

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Cambridge City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimate revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for 2015-2016 for the term of the Collective Bargaining Agreement between the Board and the Cambridge Education Association, effective July 1, 2015 through June 30, 2017.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of education.

Treasurer

Superintendent

Board President

10-29-15
Date