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Collective Bargaining Agreement

between

The Clay Education Association

and

The Clay Local Board of Education

2011 - 2014

COLLECTIVE BARGAINING AGREEMENT

between

THE CLAY EDUCATION ASSOCIATION

and

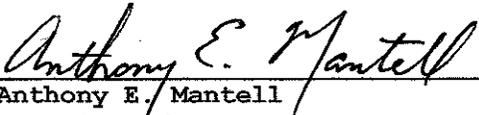
THE CLAY BOARD OF EDUCATION

{2011-2014}

This agreement between the Clay Local Board of Education and the Clay Education Association is hereby approved.

For the Clay Local Board of Education

For the Clay Education Association



Anthony E. Mantell
Superintendent



Kim Ramey/Karen Gasho
Co-Presidents, CEA

Date of Board Approval

Date of Association Ratification

6/23/11

06-21-2011

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~ Article 1: Preamble

This document represents a contractual agreement entered into this 30th day of June, 2011 between the Clay Local Board of Education (Board) and the Clay Education Association (Association), to establish the exclusive wages, hours, terms and conditions of employment between the parties, and to assure the Board the highest level of performance and professional attitude from the teachers. By making this agreement, and specifically defining in its articles the wages, hours, terms and conditions of employment, which are to exist between them, the parties intend the articles of this agreement to supersede where inconsistent any Ohio Revised Code provisions addressing wages, hours, or terms and conditions of employment. Where the contract is silent, or where not modified by the contract, applicable law will prevail.

~ Article 2: Recognition

- A. The Clay Local Board of Education, hereinafter referred to as the "Board," recognizes the Clay Education Association, hereinafter referred to as the "Association," as the sole negotiations representative of the certified, full-time or part-time, classroom teachers employed under a regular written teaching contract. Such sole representation for the specified bargaining unit will be limited by both parties to salaries, hours and/or terms, and conditions of employment. Substitutes, except those who are assigned more than 60 consecutive working days to the same specific position, aides, tutors, non-certified employees, principals, assistant principals, administrative supervisory staff and non-teacher certified personnel are specifically excluded from the bargaining unit.
- B. The Association recognizes the "Board" as the locally elected body charged with the establishment of policies for public education in the Clay Local School District and as the employer of all personnel of the school system.

~ Article 3: Board of Education Rights

- A. The Association recognizes that the Clay Local Board of Education is the body of authority solely vested with the right to manage the Clay Local School District. The Board shall have the right to take any action it considers necessary and proper to effectuate any management policy expressed or implied, subject to the terms and conditions of this agreement. Nothing in this article will be construed to restrict or to limit any management authority.
- B. Except as specifically granted to the Association by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitutions of the State of Ohio and of

the United States. The Board's rights include, but are not limited to, 1) to determine all matters of inherent managerial policy, which include, but are not limited to, all areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; 2) to direct, supervise, evaluate, and hire teachers; 3) to maintain and improve the efficiency and effectiveness of school operations; 4) to determine the work hours and overall methods, process, means, and personnel by which school operations are to be conducted; 5) to suspend, discipline, demote, or terminate teachers for just cause; 6) to lay off, nonrenew, transfer, reassign, schedule, promote, or retain teachers; 7) to determine the adequacy of the work force; 8) to determine the overall mission of the school district as an educational unit; 9) to effectively manage the work force; 10) to take actions to carry out the mission of the school district; and 11) the administration's right to direct, assign, and schedule pupils and direct, assign, supervise, evaluate, schedule, and transfer teachers. The exercise of any of the foregoing management rights requires neither prior negotiations with nor agreement of the Association.

- C. The Board will notify the Association of any proposed policies or policy changes after the first reading. The Association will be given the opportunity to make its feelings known to the Board concerning any policies being considered for adoption by the Board. Copies of any information received by the Administration and/or Board concerning any State and/or Federal policy, which is mandated to be implemented in a school district, will be provided to the Association within five (5) work days.
- D. In addition, those rights not specifically granted to the Association by the terms of this Agreement are reserved exclusively by the Board.

~ Article 4: Association Rights

- A. Recognition of the Association as the employee representative will entitle the Association to certain exclusive rights. Only the Association and its affiliates or parent organization shall have the following rights:
 - 1. The building representatives of the Association in each individual school will have the use of the bulletin board space designated by the principal for Association business.
 - 2. Upon request, the Association President will be provided all agendas, minutes, and other information other than confidential information generally provided the Board, no later than the time of public distribution—without charge. The Association President or their designee will be informed of any agenda changes.
 - 3. Association announcements may be made on the school building's public address system in accordance with established procedures. The Association, outside of instruction time, may also use the Internet and email to conduct business. Interoffice memos may be used and will be used where a public address system is not available.

4. Representatives may make announcements at the end of school faculty meetings.
5. Association use of the school building will be in accordance with established Board policy.
6. With permission of the individuals involved, names and addresses of newly employed professional staff members will be provided to the Association following Board approval of their contract.
7. The Association President will have the right to visit each building within the district. Either prior to or immediately upon their arrival at any school, they shall secure from the principal (or in their absence the acting building administrator) permission to make the visit. If the visit is during the school day, the principal will be informed as to what teacher(s) will be contacted. The visitation time desired will not interfere with normal teaching duties of the professional staff member(s) to be contacted.
8. Upon request, the Association will be provided copies of all documents of public record including names, addresses, phone numbers, building assignments, contract status, classification, experience, and pay rates of bargaining unit members.

~ Article 5: Negotiating Procedures

- A. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the Board of Education of the Clay Local School District and the Clay Local Education Association have established the following mutually agreed upon negotiations and dispute resolution procedures to govern their collective bargaining. These procedures supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.
- B. The date of the first bargaining session will be mutually agreed by the parties and shall occur between April 15 and April 30 of the last year of this contract or of the year of any mutually agreed to re-opener of this contract. At the first bargaining session, both parties will submit and exchange its complete initial proposals for an agreement. Neither party may submit additional initial proposals unless the other party agrees.
- C. If no agreement is reached within 45 days after the date of the first negotiations session, both parties will request the services of the Federal Mediation and Conciliation Service. The mediator will have the authority to hold bargaining sessions or conferences with representatives of the parties.
- D. When the representatives reach a tentative agreement on a contract, it will be submitted to the Association for ratification. Upon ratification by the Association, the tentative agreement will be submitted to the Board for ratification. The submissions for Association ratification and Board approval will be made as soon as is practicable. When ratified by the Association and adopted by the Board, the tentative agreement will be executed by representatives of the parties and will become a binding collective bargaining agreement.

- E. If no agreement is reached within 60 days after the first bargaining session, unless the negotiations period is extended by mutual agreement, the Association may exercise its right under Section 4117.14(D)(2) of the Ohio Revised Code after complying with the requirements within.
- F. The parties will jointly file this mutually agreed dispute resolution procedure with the State Employment Relations Board as required by Rule 4117-09-03.

~ Article 6: Grievance Procedure

Purpose

The parties both agree that the grievance procedure is specifically designed to deal with all alleged violations of this existing contract. All matters arising out of this contract must be processed through the grievance procedure. The grievance procedure is not to be used by the Association as a method to continue negotiations to gain contract concessions not obtained during bargaining. The Association will file a grievance in good faith, and the Administration and Board will consider each submitted grievance and their ultimate decision to each grievance in good faith.

A.

1. A grievance is a timely written and properly submitted complaint by a bargaining unit member or Association that the Board or Administration has violated an express provision of this contract. No grievance can be amended by a grievant after Step 2. The time lines on the grievant are to be strictly construed. The grievant's failure to meet a time line will result in a grievance being waived, unless such failure to meet a time line is effected by the terms of this grievance procedure.
2. Grievant - A grievant may include an individual teacher, a group of teachers, or the Association.
3. "Work day" in this article means the calendar days from Monday through Friday. Saturday, Sunday, recognized holidays, calamity days, and days off during the scheduled school year are excluded. Calendar days from Monday through Friday occurring in the summer, except for recognized holidays, are considered workdays.

Step 1

The grievant will, within ten (10) working days after the matter has actually occurred, first attempt to orally settle the matter by meeting with their building principal. If no settlement is reached at that time, the grievant may proceed to Step 2.

Step 2

The grievant must submit a brief written summary of the grievance within fifteen (15) workdays after the matter has actually occurred. The Association is to provide grievants with all grievance forms. All written grievances, in order to be effective for consideration by the Board, will contain the following:

1. a statement by the grievant that the informal meeting with the building principal at Step 1 failed;
2. the nature of the grievance;
3. the specific contract provision alleged to be violated;
4. a description of the act complained of identifying any parties involved and the time and manner which the alleged act occurred;
5. the remedy sought; and
6. the signature of the grievant

The above requirements are mandatory and omitting any one of them will be cause for the Board to refuse to process the grievance any further.

The grievant will then submit a properly completed grievance form to the building principal. This must be within the same fifteen (15) work day period after the alleged incident actually occurred. If the building principal is out of town or incapacitated for the entire fifteen day period after the matter complained of has actually occurred, then this fifteen (15) work day time limit may be waived. The grievance will proceed with the remainder of Step 2, upon the return of the building principal to active duty. The building principal then has ten (10) work days, from the time the grievance is actually properly received from the grievant, to render their decision on the grievance. If the building principal denies the grievance or if he fails to timely respond, the grievant proceeds thereafter to Step 3 by submitting the grievance to the Superintendent within five (5) work days. If the Superintendent is out of town or incapacitated for the entire five (5) day period, then this five (5) work day time limit may be waived and the grievance will proceed with Step 3, upon the return of the Superintendent to active duty.

Step 3

The Superintendent will submit a written decision within ten (10) working days from the time the Superintendent receives the grievance from the grievant. If the Superintendent denies the grievance or fails to timely respond, the grievant may thereafter within five (5) work days appeal the decision to the Board at Step 4.

Step 4

The Board, within twenty (20) working days of properly receiving the grievance form from the grievant, will at a regularly scheduled board meeting or at a special board meeting hold an executive session to allow the grievant or their representative to present its position on the merits of the grievance. The Board will thereafter, within five (5) workdays, submit its decision.

B. Miscellaneous provisions

1. The parties may mutually agree to extend or shorten the time lines in this grievance procedure.
2. If the Administrator fails to timely respond at any level of the grievance procedure, the grievant may proceed to the next step of the grievance procedure.
3. If the Board fails to respond, within the timetable, at any level of the grievance procedure, the grievant will be granted the relief sought.
4. The grievant may withdraw, without prejudice, their grievance at any step of the proceedings. This action acts as a final disposition of the grievance.
5. Each step of the grievance procedure will be filed on a standard form, Appendix A, provided by the Association, and pursuant to the requirements outlined in Step 2.
6. All documents, written communication, and records dealing with the processing of a grievance will be filed in a separate file apart from the grievant's official personnel file.
7. The Association at any step of the grievance procedure may represent the grievant. The grievance time lines will remain in effect despite the Association representative's unavailability at any step of the grievance procedure. The parties may mutually agree to make exceptions to accommodate the Association representative's schedule.
8. If a grievance arises as a direct result of an action by the Superintendent or the Board, the grievant may file the grievance at Step 3 and process it forward. The requisites for a properly submitted grievance as outlined in Step 2, Parts 2 through 6, must be satisfied, however.
9. Nothing in this article will be construed to prevent any member of the bargaining unit from presenting his own grievance in person or with legal counsel. It also does not prevent the grievant from having such grievance adjusted without the intervention of the Association, so long as the remedy is not inconsistent with the express terms of this contract.
10. The Association, by a majority vote, may choose to file a grievance on behalf of one or more members of the bargaining unit.

~ Article 7: Sequence of Limited Contracts

A. Limited regular teacher contracts will be issued in the following order:

1. First contract - at least one (1) year but not more than two (2) years
2. Second Contract - at least one (1) year but not more than two (2) years
3. Third Contract - two (2) years
4. All subsequent contracts - at least three (3) years

If, prior to the last year of a multiple-year limited contract, an employee becomes eligible for a continuing contract, the following rules will apply:

1. If the employee becomes eligible for a continuing contract, the Board will act before the end of the current school year on whether to cancel the limited contract and award the employee a continuing contract.
2. If the Board elects not to award a continuing contract under Subsection 1 above, the employee's limited contract will continue in effect for its stated term.

B. The Superintendent will notify each teacher who has completed four or more consecutive limited teaching contracts whom he intends to recommend for nonrenewal of contract on or before April 10th. Upon request of the teacher, prior to Board action with regard to this recommendation, a meeting will be held between the Superintendent, the teacher, and the teacher's representative (if requested by the teacher) at which time reasons will be given for his recommendation for nonrenewal.

C. If the Board acts to nonrenew a teacher's contract contrary to the recommendation of the Superintendent, after the teacher has completed four or more consecutive limited teaching contracts, the Board will give written reasons to the teacher for the nonrenewal on or before April 30th.

D. Ohio Revised Code Standards will be adhered to when a teacher becomes eligible for a continuing contract. The Board may hire a teacher from outside the bargaining unit on a continuing contract if that teacher has held a continuing contract in a previous school district.

E. These requirements will not create an expectancy of continued employment nor will it prevent the Board from making the final decision regarding a contract renewal or nonrenewal.

F. This article will not apply to the renewal or nonrenewal of supplemental contracts.

~ Article 8: Vacancies

- A. A vacancy occurs when the Board intends to fill an existing full-time or part-time position, which has become available on an indefinite basis—such as one (1) year or more—or when the Board intends to create a new full-time or part-time position or add a full-time or part-time position to an existing classification. This includes all supplemental contract positions. Leaves of absence or any other employment action, consequence, or result which causes a job opening so as to appear to create a vacancy, does not automatically create a vacancy until the Board intends to fill that position.
- B. When the Board intends to fill a vacancy, the following procedures will be applied:
 - 1. Posting- The Superintendent will post on the bulletin board in each school a notice of vacancy. The posting will occur within five (5) working days. Such notice will include the following:
 - a. the available teaching position(s) and/or supplemental contract position(s),
 - b. a description of the required duties and responsibilities,
 - c. the teacher certification and qualifications necessary to be considered as a candidate for the position(s), and
 - d. a deadline for letter of application by interested certified bargaining unit members

During the normal school year:

- a. the posting will be for no less than (7) working days, including the first working day of posting (working day defined in Article 6, section A.3)

During the summer break:

- a. the posting will be for no less than twelve (12) working days,
 - b. all certified staff will be notified by email about vacancies (teaching positions and/or supplemental contract openings) occurring during the summer months unless staff member elects to be notified by mail only.
 - c. emailed notices (and mailed notices for those staff members electing to receive mail notification) will be sent the first day of the scheduled twelve (12) working days and will not wait until the next mailing of paychecks.
- 2. Applying for Vacancies - Upon receiving notification, either verbally or in writing, any certified employee wishing to be considered for the posted vacancy will submit a written letter to the Superintendent asking them to be considered for the posted vacancy. The certified employee will be notified in writing of the receipt of their letter of application. Such notice will be received by the bargaining unit member within ten (10) working days after the receipt of the letter of application.

3. Selection - The Superintendent upon receipt of any and all application letters from certified bargaining unit member will:
 - a. check areas of certification of applying bargaining unit member(s), in clerk's office,
 - b. review evaluations of applying member(s), and
 - c. compile a list of current members wishing to be considered for the vacancy(ies), to present to the Board at their next meeting.

Current certified bargaining unit members will be given first consideration for any vacancies. _

4. Emergency vacancies - This is defined as any certified position which the Board, Superintendent, and/or Clerk receives notice of retirement, resignation, or termination of employment for any reason, thereby creating a teaching opening/vacancy, from August 1 through the first day of school, over Christmas break, or any extended break/vacation.

Such a vacancy will waive the required posting by the Superintendent and the letter of application from interested certified/qualified employee(s).

Upon direction of the Superintendent, building principals will

- a. phone any and all qualified and certified employees in their building(s), notifying them of the vacancy(ies) [see Appendix C], and
- b. give each employee two (2) working days to return their call and verbally express their interest in the vacancy(ies).

Consideration for the vacancy(ies) will be as in Section 3 (Selection) of this article.

5. Hiring Retired Employees - Whether the retired employee is from our district or another district, they should be hired with the following stipulations:
 - a. placement on salary schedule - 7 years
 - b. contract length - see Article 7 (limited contracts)
 - c. granting of benefits -
 1. sick leave - zero (0) days to be carried over from previous employment
 2. seniority - no carry over for years of service/zero (0)_

~ Article 9: Involuntary Transfers and Reassignments

- A. Any member of the bargaining unit who is being involuntarily reassigned to another teaching position or involuntarily transferred to another building will be given written notification of such reassignment or transfer at least one (1) month before (not withstanding any emergencies) the first day of school. Within ten (10) workdays of the notice, the affected teacher(s), upon request, will be granted a conference with the superintendent and the building principal who shall give specific written reasons for the change. The teacher may be represented at the teacher's conference(s) by a person of his choice, but the conference will not be delayed or postponed due to the absence or unavailability of the teacher's chosen representative. The Superintendent's decision to involuntarily transfer or reassign a teacher may or may not be affected by the teacher's objection to the change.

- B. The Superintendent will consider involuntarily transferring or reassigning the least senior teacher first.
- C. Except when the Board determines that a necessity exists, no involuntary transfer will occur during the school year.

~ Article 10: Promotions

- A. The Board will first consider certified and qualified bargaining unit members when filling supervisory positions. Written notice to the bargaining unit member that their credentials are being reviewed means that they are being considered for the available position.
- B. Whenever new positions or vacancies in supervisory positions occur, the Superintendent shall notify the Association President, the entire employee staff, and post the position on a designated bulletin board in each school building for no less than seven (7) work days. Supervisory vacancies or new positions occurring during summer months will be posted for no less than twelve (12) workdays. Notification of all employees will also occur during the summer months as described in Article 8 Vacancies. Mailed notices will be sent the first day of the scheduled twelve (12) work days and will not wait until the next mailing of paychecks.
- C. Any certified and qualified bargaining unit member interested in the new or vacant supervisory position(s) will notify the Superintendent in writing during the seven (7) or twelve (12) work day posting periods. Certified and qualified bargaining unit members will be given first consideration for the vacant position(s). This in no way affects the Board's right to hire a non-bargaining unit member for the position.
- D. The parties do not intend by this article to subject or to include any non-bargaining unit member under the terms of this Agreement.

~ Article 11: Reduction in Force

- A. When by reason of decreased enrollment, abolishment of positions, lack of funds, return to duty of regular teachers after leaves or changes in district attendance boundaries, or other legitimate reasons, the Board determines it will be necessary to suspend contracts to reduce the number of teachers then it may make a reduction. As used in this article, "abolishment of positions" means the permanent deletion of a position or positions from the school district structure or organization. A "lack of funds" means the Board has determined that the school district has a current or projected deficiency of funding to maintain current, or to sustain projected levels, of staffing or operations.
- B. In making a reduction, the Board will proceed to suspend contracts according to the Superintendent's recommendation of those specific areas of certification and specialties, as well as those specific positions and/or work locations, to be affected by the reduction of force. Teachers will be reduced in the reverse order of seniority within each affected teaching area. The Board will not deviate from seniority as an act of discrimination or reprisal against any bargaining unit member.

C. The Board will notify the teacher(s) to be reduced and the Association President no later than twenty (20) workdays before it takes its action. Notice to the parties will be both by registered mail at the last address submitted by them to the Board as well as in a face-to-face meeting. The notice will also include a list of any available bargaining unit positions, which the affected teacher(s) is certified. The Association will review the list to assure its accuracy and if it makes no objection to it within ten (10) workdays, the list is official and no further cause of action will arise from it.

1. The Association will immediately notify its bargaining unit members of the reduction in staff, which will serve as notice to all less senior bargaining unit members that their teaching positions may be affected at some time by the bumping process outlined in this article.

D. "Seniority" is a teacher's length of continuous service in the Clay Local School District calculated from their first day under a regular contract to the effective date of the reduction. This "seniority" excludes time on unpaid leaves of absence, time on suspension of contract for RIF's and time period after a resignation where the employee is reinstated within 30 days. However, time spent on unpaid leave, a RIF, or a resignation of fewer than 30 days shall not be considered a break in service. Seniority will continue to accrue on any paid leave of absence. Teachers on continuing contracts will be placed at the top of the seniority list in descending order of seniority. Teachers on limited contracts will then be placed on the list in descending order of seniority. All teachers' current areas of certification will be placed next to the teachers' names. All teachers will be responsible for submitting their most currently held certificate(s) to the Board office(s). If two (2) or more teachers on any seniority list have the same length of continuous service in the District, seniority will be determined by a coin toss by the Superintendent.

E. Seniority is broken for:

1. Discharge for just cause (If reinstated, seniority will be considered continuous.),
2. Retirement,
3. Layoff for more than two (2) years,
4. Failure to return to work within ten (10) working days of receipt of recall from layoff,
5. Failure to return to work at the expiration of a leave of absence unless extension of the leave is granted, or
6. A resignation where the employee is re-employed or reinstated after thirty-one (31) days or more

Seniority for time spent out of the bargaining unit in supervisory positions in the District is not counted to determine bargaining unit seniority. It is not a break in bargaining unit seniority.

F. A teacher's total amount of seniority with the Clay Local School District will be applied to this article [Article 11, Section D, Reduction in Force].

- G. A teacher affected by a reduction in force has a right to fill a teaching position held by a teacher with less seniority, provided that the affected teacher is currently certified for that teaching position. The affected teacher must notify the Board of their decision to "bump" into a particular proper teaching position within ten (10) work days from being notified of the reduction. Teachers who are "bumped" then have ten (10) work days to notify the Board of any teaching position which they may properly fill as outlined above.
- H. Teachers selected for reduction in force will be placed on a recall list for a two (2) year period. A copy of this list will be given to the Association President. Teachers who are most senior and whose names appear on the recall list will be recalled to an available position for which they are certified.
- I. Limited contract teacher(s) recalled to a subject area will be given a one (1) year limited teaching contract for that position. Upon successful completion of this contract, the teacher will be given a limited teaching contract appropriate to their previous contract sequence.
- If rified again, the teacher will be placed on the recall list again with the two (2) year cycle starting all over again.
- J. Notice of recall will be given by registered mail to the last address given by the bargaining unit member to the Board.
- K. The rights granted to a bargaining unit member(s) herein will be forfeited by them should they: (1) waive their recall rights in writing; (2) resign; (3) fail to accept recall to a position they could fill; (4) fail to notify the Board in writing within ten (10) work days after receiving the recall notice that they will accept the position which they can properly fill; (5) fail to report to work at the scheduled date and time listed in the recall notice.
- L. A recalled bargaining unit member properly beginning their assignment will receive their former seniority credit, sick leave accumulation (plus additional accumulation from working at other school districts while on layoff), contract sequence, and will be placed at the proper level of the current salary schedule commensurate to their years of teaching experience and degree held.
- M. Bargaining unit members whose contracts have been suspended for the purpose of reduction in force will be allowed to continue all group insurance programs provided by the Board, subject to COBRA rules and to the terms of the policy or rules of the carrier [TPA]. Failure to timely submit the proper amount of payment forfeits the bargaining unit member's right to continue insurance coverage. The Association holds the Board harmless for any application of this subsection.
- N. The Board and the Association will jointly develop a current/up-to-date seniority list, which will be continually updated and on-going. A copy of all developed seniority lists will be given to the Association President.

~ Article 12: Personnel Files

- A. There will be established and maintained one (1) official file on all professional teacher staff members. This file will be maintained in the local Treasurer's Office and should be locked when not in use. Unofficial files on teachers may be kept by building principals only if adequate security is provided to assure that the material therein remains confidential.
- B. Personnel files are privileged information, but shall be open to inspection to the individual staff member, administrative personnel, legal counsel of the District, State Department of Education, and authorized representatives of the employee. College or university credentials that are confidential will be dealt with as directed by the college or university. At no time will the personnel files for a bargaining unit member be opened to the public unless the material requested be considered as public information as per statute and all guidelines are followed.
- C. Any change in a bargaining unit members' status will be made part of this record (change of residence, marital status, degrees, hours of credit, etc.). It is the responsibility of the staff member to notify the Board of any changes.
- D. The bargaining unit member must be given the opportunity to sign all materials or correspondence placed in their file. This indicates only that the member has seen the material and does not indicate agreement or disagreement with the content. Should a bargaining member refuse to sign, it will be so noted on the material and placed in the file.

No material may be placed in an employee's personnel file without the following course of action:

- 1. The employee must be informed both verbally and in writing of its placement in their file.
 - 2. The employee may be given a copy of the information being placed in their file at or before the time of placement of the material in their file.
 - 3. The employee will be given an opportunity to write a complete rebuttal within ten (10) working days to the information being placed in their file.
 - 4. No anonymous material may be placed within an employee's personnel file.
 - 5. No citizen will have access to any employee's personnel file without the employee being notified and being given the opportunity to be present.
- E. Each bargaining unit member will have access to their personnel file in order to review the contents of the file. Each member also has the right to receive a copy of, without charge, any documents contained within the file. A bargaining unit member will also be entitled to have a representative of his/her choice accompany him/her during such a review.

- F. Any written communication from an administrator or from the Board regarding a bargaining unit member that is intended to become a part of the bargaining unit member's file, will be reviewed by the principal and staff member involved. The bargaining unit member will also be afforded the opportunity to file a written reply.
- G. Informal notes or records about bargaining unit members maintained by the administration will not be included in the official file except in accordance with Section A or as part of the bargaining member's formal evaluation.
- H. Records of all written warnings and reprimands, and any information specifically used as a basis for making those warnings or reprimands, will be removed from the teacher(s) personnel file two (2) years from the date of issuance, provided no intervening discipline of the same or similar nature has occurred.
- I. Personnel record files may include, but are not restricted to, the following:
 - 1. Application for employment, including references
 - 2. Contract and salary status
 - 3. Copy of valid teaching certificate
 - 4. Official transcript
 - 5. Written evaluation and classroom visitations
 - 6. Military service and/or previous experience
 - 7. Letters of commendation or praise
 - 8. Awards for professional or civic achievement
 - 9. Written reprimands
- J. Derogatory correspondence that is received from the public regarding a bargaining unit member will not be placed in a member's file unless such correspondence is determined to be factual. However, a building principal may include notes or comments in the file about any public correspondence as long as it is not anonymous and the member has both the opportunity to write a rebuttal to the material and receives a copy of the material. Records of all derogatory correspondence and any and all notes and comments regarding the correspondence will be removed from the file two (2) years after being placed in a member(s) file(s), providing no incident of the same or similar nature has occurred during this two (2) year period. [see Section D. 3.]

~ Article 13: Evaluation Procedure

The teacher's evaluation procedure is the exclusive right of the Board. The Board agrees that it will use the existing evaluation procedure until such time that a new procedure is established by joint agreement of a committee formed of teachers and administrators. The substance of the evaluation procedure is not subject to the grievance procedure, but the administration of the procedure is subject to the grievance procedure.

~ Article 14: Teaching Days and Hours

- A. The maximum length of the bargaining member's workday shall not exceed seven and one-half (7 1/2) hours. This will include a consecutive uninterrupted thirty (30) minute lunch period not to be restricted to the building, which should not include any duties. Any teacher leaving the building during the lunch period will notify the building principal prior to leaving the building.
- B. The length of the school year will not exceed one hundred eighty-three (183) days--to include one parent-teacher conferences day, two teacher meeting/record days, and one in-service day.
- C. Principals will have the discretion to schedule faculty meetings as deemed necessary. Faculty meetings should be scheduled to discuss items of an important nature and not for the purpose of distributing information that can be done via electronic means.

The principal must notify the staff at least three days in advance of the time and meeting location of any meeting. If possible the meeting will be held during working hours, but when necessary may be scheduled outside the normal work day. All faculty members are required to attend any scheduled meeting.

In the case of emergency the three day notice requirement may be waived, but any teacher having an unavoidable conflict (Dr. apt., family obligation, etc.) may be excused.

- D. One parent-teacher conference will be scheduled each year. The scheduled conference will be on the Tuesday preceding Thanksgiving. Grades 6-12 will hold conferences from 3:00-5:00 & 5:30-8:30 PM. Grades 5 and below will hold conferences from 3:30-5:30 & 6:00-9:00 PM in the elementary buildings.

~ Article 15: Preparation and Conference Time

- A. The term "preparation and conference time" will mean work time during the teacher's workday, exclusive of the professional staff member's daily duty-free lunch period. The time will be used by a professional staff member for any school-related duties.
- B. Each member of the bargaining unit will be given daily preparation and conference time in accordance with state minimum standards.
- C. The Board agrees to make every effort to provide a "substitute" teacher at the daily substitute rate of pay.

~ Article 16: Personal Leave

The Board will grant three (3) days of personal leave each school year for the transaction of personal business by the teacher. Two (2) of these days will be unrestricted and may be approved by the building principal while one (1) day will be restricted and must be approved by the Superintendent. These days will not be taken during the first or last week of the school year or immediately before or after any school holiday period except at the discretion of the Superintendent for extraordinary circumstances.

Any bargaining unit member desiring to utilize personal leave must notify their building principal, or in the case of restricted personal leave the Superintendent, in writing no less than twenty-four hours prior to the date of the personal leave day requested. In the event of an emergency, the principal may waive the length of notice.

Personal leave days will not accumulate from one school year to another, but unused personal leave days will be converted to accumulated sick leave credit on a day per day basis.

Personal leave may be used only in half-day and whole day increments.

~ Article 17: Bereavement Leave

The Board will grant a bargaining unit member up to three (3) bereavement days, if needed, for the death in the bargaining unit member's family. The three (3) bereavement days will not be charged against the teacher's unused accumulated sick leave. For this article family is defined to mean: husband, wife, father, mother, son, daughter, step-children, brother, sister, grandparent, grandchild, mother-in-law, and father-in-law. One (1) day will be given for sister-in-law and brother-in-law, and this day will not be charged against the teacher's unused accumulated sick leave.

~ Article 18: Sick Leave

- A. Each bargaining unit member will be granted fifteen days of sick leave with pay for each year under contract, which will be credited at the rate of one and one-quarter (1 1/4) sick days per month. Teachers may accumulate two hundred forty (240) sick leave days.
- B. Each bargaining unit member will qualify for sick leave absences with full pay, up to the total number of days accumulated. Sick leave may be used for one or all of the following reasons:
1. Personal illness, injury, or illness due to pregnancy.
 2. Exposure to contagious diseases, which could be communicated to others. Prior to returning to work the employee will provide a written statement from the attending physician indicating that the above condition no longer exists and providing a date for returning to duty.
 3. Illness, injury, or death in the employee's immediate family. The "immediate family" will be defined as spouse, sibling(s), parent(s), children, grandparent(s), and grandchildren of the bargaining unit member or their spouse. A maximum of five (5) sick days per year may be used for illness of all "immediate family" members other than spouse, child, parent, grandparent, or grandchild. The intent of this language is to allow the employee to visit seriously ill relatives in the hospital or any other location where they are being cared for. Employees are not permitted using sick leave to care for grandchildren or other relatives who are minimally or moderately ill at home, and who are under the care and custody of their parents, spouse, or other typical caregiver.
 4. Up to three (3) sick leave days will be granted for deaths in the extended family--i.e. aunt(s), uncle(s), cousin(s), niece(s), and nephew(s).
- C. Any bargaining unit member who has exhausted their sick leave will be advanced sick leave in an amount not to exceed that number of days that can be earned by that member during the balance of the current school year. The advancement will be repaid through future teaching service or the member will make a cash reimbursement to the Board.
- D. If a bargaining unit member is absent for more than five (5) consecutive days a physician must be consulted and a written return to work statement will be provided from the physician. The statement must include an anticipated return date and be presented to the building principal on the sixth day of absence. When a change in the anticipated return date occurs, the new anticipated return date must be presented to the building principal at that time.
- E. If sick leave is used for the purpose of a doctor or dental appointment, the bargaining unit member must present a physician/dentist statement indicating the date of the appointment. The statement must be attached to the affidavit when returning.

F. Miscellaneous

1. A bargaining unit member will receive their normal per diem rate for each proper absence on sick leave.
2. Sick leave may be used only in half-day and whole day increments.
3. A bargaining unit member on any unpaid leave of absence will remain on that leave for its entire term.
4. A bargaining unit member returning from an extended sick leave or unpaid leave of absence will be returned to a similar or same position, provided they hold the necessary certification.
5. Bargaining unit members on any unpaid leave may continue their full benefit coverage by paying their own premiums to the Treasurer. These costs will not be any more than the total premium. The Association holds the Board harmless for application of this section.

~ Article 19: Jury Duty/Witness Leave

- A. The Board will grant full pay when a bargaining unit member is serving on jury duty or is summoned for or subpoenaed as a witness in any legal proceeding. The bargaining unit member will remit all compensation received to the Treasurer unless the duty was performed on non-working days. This remittance of compensation excludes money for travel, meals, and/or lodging. Each bargaining unit member will communicate daily with their supervisor concerning the likely continuance or termination of this duty.
- B. The Board will not pay a bargaining unit member under this section when a bargaining unit member is party to the court action. In this case, a bargaining unit member may utilize available personal leave.
- C. Use of any leave granted by this article will not be deducted from any other accumulation of authorized leave--with the exception of Article 18, Section B of this contract).

~ Article 20: Assault Leave

- A. A bargaining unit member who has been physically assaulted/attacked by a parent, student, or other parties will be eligible for assault leave. This assault does not have to be on Board premises or in attendance at an official school function to be eligible for assault leave. This clause, on a case by case basis, may also cover any bargaining unit member who is assaulted or attacked by school-related parties even if that assault/attack was not on school grounds or at a school function.
- B. To make application for assault leave, the bargaining unit member will furnish the Superintendent with a statement which indicates the following: the nature of the inflicted injuries; the date of the occurrence; the identity, if possible, of the individual(s) causing the assault; the facts surrounding the assault; and the willingness of the bargaining unit member to pursue legal action along with the Board against the assailant(s) in the

appropriate court of law. If medical attention is required, the bargaining unit member will supply a certificate from a licensed physician stating the nature of the injury/disability and its expected duration.

- C. If court action results, the bargaining unit member will be granted leave of their professional duties upon request to the Superintendent or designee with no loss of pay for days in court or consultation as will be required by counsel or law enforcement officers. This applies to days or hours that cannot be transacted outside of the normal teaching duties or hours.
- D. If an assault on a bargaining unit member results in the bargaining unit member being unable to perform their duties, the bargaining unit member will be provided leave without loss of pay or benefits. The attending physician will submit a medical recommendation to the Superintendent as to the fitness of the individual to assume their duties. However, the Board may require, at its own expense, a second opinion from a licensed physician not associated with the attending physician.
- E. Assault leave may be granted on a case by case basis as deemed necessary by the attending physician. These assault leave days will not be deducted from any other accumulation of authorized leave.
- F. At the termination of the assault leave, the bargaining unit member will return to their same or similar professional assignment held prior to this leave.
- G. The pay of a bargaining unit member on assault leave will be reduced by the amount received by that individual, if any, for Worker's Compensation as a benefit to cover loss of pay as a result of the injury. However, the bargaining unit member's pay will not be reduced by benefits received from Worker's Compensation to cover expenses for occupational diseases, medical diseases, medical expenses, nursing expenses, hospital services, medicines, and/or rehabilitation services.

~ Article 21: Payroll Deductions and Association Security

- A. The Treasurer will authorize the following payroll deductions for teachers in the number of installments indicated in parentheses.
 - 1. Insurance (12 or 24),
 - 2. Annuities (12 or 24),
 - 3. Credit Union (24),
 - 4. Municipal income taxes, state taxes, and federal taxes(26), and/or
 - 5. Authorized unified professional association dues (10) [Association dues shall be deducted in equal installments beginning in October.]
- B. The deductions will be submitted by the Treasurer according to law or contract.
- C. The Association holds the Clay Local School District harmless from all claims during or relating to the application of this article.

~ Article 22: Methods of Payment

The Clay Local School District will pay the salary of all teachers in twenty-six (26) equal payments. The first payroll will be established by the Treasurer for each contract year. Each pay stub will include the following information:

1. number of days accumulated unused sick leave,
2. total of taxes withheld to date,
3. total earnings to date, and
4. total unused personal leave (both restricted and unrestricted)

~ Article 23: Severance Pay

Upon retirement, employees with ten (10) years of experience with this school district will be paid severance pay equal to one-fourth (1/4) of their accumulated sick leave times their most recent daily rate of pay, not to exceed forty (40) days severance pay. Employees with the district fifteen (15) years or more will (under like terms) receive up to fifty (50) days severance pay. Employees with the district twenty (20) years or more will (under like terms) receive up to sixty (60) days severance pay.

Retirement severance pay will be made only once to any individual. A teacher may, after submitting notice of retirement, sign a form permitting the Treasurer to adjust the percentage of federal withholding tax on severance pay and/or final pay-off salary.

Any employee, who is eligible to receive severance pay, will be paid for ten (10) days of severance pay, in addition to any amount of severance pay for which he/she is already entitled, if they submit their resignation for purpose of retirement prior to March 1st of their final year of employment.

~ Article 24: STRS Pick-up Utilizing the Salary Reduction Method

The Board will pick-up contributions to the State Teachers Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee will be the percentage as determined by STRS of the employee's gross annual compensation or any statutorily mandated increase. The employee's gross annual compensation will be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax.
2. The pick-up percentage will apply uniformly to all members of the bargaining unit as a condition of employment.
3. The parties agree that should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
4. Payments for sick leave, personal leave, severance supplementals, etc. (including unemployment and worker's compensation) will be based on the employee's gross or daily gross pay prior to the reduction as basis (gross pay divided by the number of days in a teacher's contract).

~ Article 25: No Strikes

The Clay Education Association and its members agree that during the terms of this Agreement they will not engage in individual or concerted activity impairing the operation of the school district. They also agree not to participate in any way with individual or concerted activity at any other place outside the school district during the scheduled school day.

The Board agrees not to lock out the Association or its members during the term of this Agreement.

~ Article 26: Savings Clause

This Agreement supersedes all previous oral and written agreements between the Board and the Association and between the Board and any teacher within the collective bargaining unit.

~ Article 27: Waiver of Negotiations

The Board and the Association acknowledge that during the negotiations leading to this Agreement, both parties had a full opportunity to make demands and proposals with respect to all items appropriate to collective bargaining. They also agree that this Agreement was arrived at by both parties after the exercise of that right and opportunity. The Board and the Association voluntarily waive their rights to further negotiations during the term of this Agreement, except as provided in the "Duration Clause," which provides for wage and fringe benefit re-opener.

~ Article 28: Severability

If any provision of this contract is found by a court of competent jurisdiction to be illegal, it will be deemed invalid. However, all other provisions will continue in full force and effect. The parties will meet within thirty (30) days to renegotiate only the provision(s) found to be illegal.

~ Article 29: Duration of Contract

The wages, hours, terms, and conditions of this contract will be effective on the date both parties ratify it through July 1, 2014. A base salary only reopener will occur in July 2011, July 2012 and July 2013.

~ Article 30: Copies of Contract

Within thirty (30) days after this contract is signed, copies will be printed by the Board at the parties' expense and distributed to each bargaining unit member. Each bargaining unit member hired thereafter will also receive a copy. The Association will be supplied with twenty (20) additional copies of this contract. Any subsequent revision(s) or amendment(s) [severability] will also be printed at the parties' expense and distributed as outlined above.

~ Article 31: I.R.C. Section 125

All eligible employees will have the option to participate in a Board approved IRC Section 125 - Part A (payroll reallocation) Program. The Board will agree to pay the annual fee for eligible employees, up to a maximum of \$12.00 per year. The determination of the company to administer this program will rest solely with the Board.

~ Article 32: Local Professional Development Committee (LPDC)

A Local Professional Development Committee (LPDC) will be established and maintained by the Clay Local School District Board of Education to oversee, review, and approve professional development plans.

Each certified employee wishing to fulfill license/certificate renewal is responsible for the design, submission of approval, and completion of a written individual professional development plan (IPDP).

A professional development plan will consist of the formal course work and other professional continuing education activities, which are proposed to be accomplished by a certified employee to fulfill license/certificate renewal requirements.

Approval of professional development plans by the LPDC will be based on the needs of the educators, students, schools, and district.

The LPDC will serve certificated employees on a district wide basis and will be comprised of five (5) members. They will perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.

1. Two (2) certificated employees will be appointed as members by the Superintendent. Three (3) members will be appointed/selected by the Association. Members will serve two (2)-year terms, except that the initial term of one (1) member appointed by the Superintendent and one (1) member selected by the Association will be for one (1) year.
2. Vacancies will be filled by the Superintendent or Association, whichever applies.
3. The LPDC will determine the frequency, time, and place of meetings as well as all LPDC procedures, guidelines, and requirements. [see LPDC Handbook]
4. LPDC members will receive compensation of \$500.00 per year for their time and effort to perform LPDC work. LPDC members may be given release time as professional leave to attend Board-approved training/meetings, and they will be reimbursed for any actual and necessary expenses associated with this training or professional leave.

~ Article 33: Professional Leave/Expenses

Professional Leave:

Each bargaining unit member may be granted three (3) professional leave days per school year. Definition of professional leave days will include, but not limited to, the following:

1. Planned visits to another educational facility;
2. Attendance at professional meetings, conferences, or workshops which relate to the educational goals and objectives of individual bargaining unit members--both in their classroom as well as supplemental duties; and
3. Other similar educational or professional activities

A teacher desiring professional leave must request the leave five (5) days prior to the date of leave. Leave must be approved by their Principal/Supervisor/Superintendent.

In addition to the three (3) professional leave days, additional professional leave days may be granted at the discretion of the Superintendent.

These days will not be deducted from any other leave account (i.e. personal).

Expenses for Professional Leave [see Appendix D]:

The Board may pay certain expenses incurred on "Professional Leave Days." Board paid expenses must meet the following criteria:

1. No expenses will be paid for any professional leave day unless prior notification of use of professional leave has been given;
2. Registration fees may be paid by the Board;
3. Private auto will be the only form of travel approved unless other travel is approved by the Superintendent. Current contract rate will be used for mileage reimbursement;
4. Meals may be paid for by the Board at a rate up to \$25.00 per day;
5. Expenses for lodging may be paid by the Board;
6. An estimated allowance for expenses will be submitted to the Superintendent prior to the attendance of the meeting, workshop, etc.; and
7. Receipts must be provided for all expenses submitted for reimbursement.

Other Professional Duty Expenses [see Appendix D]:

The Board also agrees to consider payment of Professional Dues associated with bargaining unit member(s) supplemental duty(ies).

~ Article 34: Supplemental Contracts

- A. All current supplemental contracts will become a part of this Contract at current salary rates. These salaries will increase/change at the same percentage as the base salary increase/change. [see Appendix B & C]
- B. Any supplemental contract listed in this contract may or may not be filled from year to year at the Board's discretion. Bargaining unit members will be given first consideration on all supplemental contracts.
- C. The Board reserves the right to add supplemental positions and to establish salaries for any position added, as long as the new positions are placed into the proper classification/category, salaries are comparable with those existing in the same classification/category, and bargaining unit members are given first consideration on the supplemental contract.
- D. The procedure for payment of supplemental contracts is as follows:
 - 1. The employee will submit a written request for payment to the appropriate building administrator.
 - 2. The building administrator will certify completion of the supplemental duty assignment to the Treasurer and request that payment be made.
- E. Annual salaries for supplemental duties are based on the number of years of experience that the person has been employed to perform such duties in the past, either in this or another school district. For an individual's experience to qualify for recognition the following conditions must exist:
 - 1. An employment contract must have been issued.
 - 2. The employment contract must be verifiable.
 - 3. The duty must be in the same activity--i.e. cheerleaders, quiz bowl, volleyball, etc.
 - 4. The experience must have been at or above the current level--i.e. varsity baseball, reserve basketball, etc.
- F. In the event that a supplemental contract is not or cannot be completed, for whatever reason (employee or Board), the employee's compensation shall be determined according to the percentage of the duty, which was completed, as determined jointly by the Superintendent and Association President.
- G. Any holder of a supplemental contract, who takes their team/group/squad on a pre-approved team-related or school-related function, will be paid mileage (contract rate) for this trip/function. [see Appendix F]

~ Article 36: Salary

2011-2012

Years	Bachelors	B.S. + 5 YRS	Masters	Masters + 15
0	30,866	32,039	33,798	35,434
1	32,039	33,366	35,280	36,977
2	32,212	34,693	36,761	38,521
3	34,385	36,021	38,243	40,064
4	35,558	37,348	39,725	41,607
5	36,731	38,675	41,206	43,151
6	37,903	40,002	42,688	44,694
7	39,076	41,330	44,169	46,237
8	40,249	42,657	45,651	47,781
9	41,422	43,984	47,132	49,324
10	42,595	45,311	48,614	50,867
11	43,768	46,639	50,096	52,410
12	44,941	47,966	51,577	53,954
15	46,114	49,293	53,059	55,497
20	47,287	50,620	54,540	57,040
25	48,460	51,947	56,022	58,584

Note: "Masters + 15" requires that the fifteen (15) semester hours be achieved in the field of education (i.e. ED, EDCI, EDAD), in the field of certification, or in an area related to their teaching position at the graduate level after receipt of the masters degree.

Salary notices, as required by O.R.C. 3319.12 to be given to all teachers who hold a contract valid for the succeeding school year, may be withheld from publication and distribution to all teachers until all negotiations and/or any re-openers are settled between the Board and the Association for the succeeding school year.

If, in April 2012, the district has a net gain of \$600,000 in open enrollment payments, then a one time 1% pay increase will be given and is to be paid on the second pay in May of 2012. That amount will be paid based upon the 2011-12 salary schedule above.

~Article 37: Incentives

CLS District/Ohio Department of Education Report Card Rating Incentive

Each current teacher will be paid a one-time pay increase equal to .5% of his/her placement of the salary schedule (excluding supplementals/extended time) to be paid on the first pay in December if the Clay Local School District receives a PERFORMANCE INDEX of 97-99.9% on the previous district's ODE report card.

Each current teacher will be paid a one-time pay increase equal to 1% of his/her placement of the salary schedule (excluding supplementals/extended time) to be paid on the first pay in December if the Clay Local School District receives an EXCELLENCE (or highest rating equivalent) rating on the previous district's ODE report card.

Each current teacher will be paid a one-time pay increase equal to 1.5% of his/her placement of the salary schedule (excluding supplementals/extended time) to be paid on the first pay in December if the Clay Local School District receives an EXCELLENCE with DISTINCTION rating on the previous district's ODE report card.

In lieu of an increase on the salary schedule base for the 2009-10 school year, each current teacher will be paid a one-time pay increase equal to 1% of his/her placement of the salary schedule (excluding supplementals/extended time) to be paid in a separate check on December 4, 2009.

~Article 38: Association Leave

1. The Board will grant one (1) day of Association leave per school year to each Officer of the Association to attend to official NEA/OEA/CEA business, meetings, conferences and conventions, not to include grievance or arbitration hearings.
2. The Association will pay the cost of a substitute for the Association Officer taking leave, if applicable.
3. Association leave will not be deducted from sick leave, personal leave or any other leave.

~Article 39: Tuition Reimbursement

- A. Teachers with at least three (3) years of full-time experience in the Clay Local School District shall be reimbursed for actual tuition costs at the rate of up to \$90 per semester or up to \$60 per quarter hour for course work taken from an accredited institution in a field related to teaching approved in advance by the Superintendent. No teacher shall be reimbursed for more than six (6) semester hours or nine (9) quarter hours per fiscal year. Semester and quarter hour limits apply to the hours taken in that fiscal year, though reimbursement is sought in a subsequent fiscal year. If course work crosses over into the next fiscal year, the reimbursement will be paid during the fiscal year for which the course is completed and will count towards the hours earned for the fiscal year. The Board shall appropriate a maximum of \$5,400 per school year to implement the terms of this article.
- B. In order to receive reimbursement, a teacher must receive a grade of B or better in the course for which tuition reimbursement is sought. Reimbursement shall be made with sixty (60) days following submission of a grade report and evidence the fee has been paid. Applications for reimbursement will be processed in the order they are received in the office of the Superintendent until the funds appropriated for a particular year are exhausted. Applications shall be in writing and a copy shall be returned to the Treasurer.
- C. Applicants must apply for approval of reimbursement before course work is taken, and notice of approval or disapproval shall be given to the applicant within ten (10) days of application.
- D. Staff members who participate in this program and then choose to leave the district within two (2) years of the receipt of reimbursement, shall be required to repay the Board an amount equal to the tuition reimbursement received.

Clay Local School District
Application for Tuition Reimbursement

I, _____, hereby request reimbursement for the following course(s), which are being offered by:

Name of College or University _____

During the _____ quarter (semester) of the _____ academic year.

Course Number	Course Title	Credit Hours
---------------	--------------	--------------

Date class(es) start _____

The credit hour rate currently being charged by the college or university is \$_____ per quarter/semester hour.

Explain how this course related to your current teaching assignment:

Number of Years Experience (full-time) in the Clay Local School District _____

I agree that if I leave the district within two (2) years of receipt of reimbursement, I shall repay the district the full amount of the reimbursement.

Signature

Date

Date and time received: _____

_____ Approved _____ Disapproved

Superintendent's Signature

Date

Appendix A

Grievance Report Form

Grievance No. _____

To be filed in duplicate

Name of Aggrieved

Date filed

Assignment

Building

STEP 1 and STEP 2

Date discussed with Principal _____

Disposition by Principal at informal level

Time and date Grievance Occurred _____

1. Statement of Grievance

2. Articles and Sections Violated

3. Relief Sought

Signature

Date

Appendix A - continued

Date Formal Grievance Submitted to Principal _____

Disposition by Principal

Signature of Principal

Date

STEP 3

Date Submitted to Superintendent _____

A. Position of Aggrieved or Association

Signature of Aggrieved or Association

Date

B. Disposition of Superintendent

Signature of Superintendent

Date

Appendix A - continued

STEP 4

Date Submitted to Board _____

A. Position of Aggrieved or Association

Signature of Aggrieved or Association

Date

B. Disposition by Board

Signature of Board President

Date

Appendix B

CLAY LOCAL SCHOOL DISTRICT SUPPLEMENTAL/DUTY SALARY SCHEDULE 2011-2012

Base Salary
\$

30,866.00

	0 YRS	1-2 YRS	3-4 YRS	5-6 YRS	7-8 YRS	9-10 YRS	11-12 YRS	13+ YRS
Varsity Basketball/Ath. Dir. (Boys & Girls)	4074	4352	4630	4908	5185	5463	5741	6019
Volleyball	2161	2284	2408	2531	2654	2778	2901	3025
Baseball	2161	2284	2408	2531	2654	2778	2901	3025
Softball	2161	2284	2408	2531	2654	2778	2901	3025
Soccer	2161	2284	2408	2531	2654	2778	2901	3025
Varsity Cheerleader	2161	2284	2408	2531	2654	2778	2901	3025
Yearbook	2161	2284	2408	2531	2654	2778	2901	3025
Reserve Basketball* (Boys & Girls)	1852	1945	2037	2130	2222	2315	2408	2500
Cross Country	1235	1327	1420	1512	1605	1698	1790	1883
9 th grade Basketball	1235	1327	1420	1512	1605	1698	1790	1883
Golf	1235	1327	1420	1512	1605	1698	1790	1883
Tennis	1235	1327	1420	1512	1605	1698	1790	1883
JV Softball**	1235	1327	1420	1512	1605	1698	1790	1883
JV Soccer**	1235	1327	1420	1512	1605	1698	1790	1883
JV Volleyball**/JV Baseball**	1235	1327	1420	1512	1605	1698	1790	1883
Jr. High Basketball (Boys & Girls)	1235	1327	1420	1512	1605	1698	1790	1883
Jr. High Volleyball	1235	1327	1420	1512	1605	1698	1790	1883
Jr. High Cheerleader	1235	1327	1420	1512	1605	1698	1790	1883
Quiz Bowl	1235	1327	1420	1512	1605	1698	1790	1883
National Honor Society	772	833	895	957	1019	1080	1142	1204
Drama Club	772	833	895	957	1019	1080	1142	1204
Junior/Senior Prom	772	833	895	957	1019	1080	1142	1204
Science Fair (4)	772	833	895	957	1019	1080	1142	1204
Student Council	772	833	895	957	1019	1080	1142	1204
Mock Trial	772	833	895	957	1019	1080	1142	1204
Show Choir	772	833	895	957	1019	1080	1142	1204

*If no JV team, then one (1) Assistant Coach will be paid \$850.00

**If no JV Team, then one (1) Assistant Coach will be paid \$500.00

PR/District Newsletter	500	Kindergarten Orientation (2)	100
Science Lab Preparation (3)	500	Tutoring/Home Instruction	17.00/hr.
Vocal Music	500	Drum Corps	500
Jazz Band/Stage Band	500	Art Preparation:	
Homecoming	250	Full-Time (1)	500
Jr. High Quiz Bowl	250	Part-Time (1)	250
County Fair Display Coord.	250		

All supplemental duty contracts are automatically nonrenewed without any notice of nonrenewal at the end of each school year, unless expressly stated otherwise in the terms of the written contract.

Appendix C

Employee Contact Form

Purpose: This form is for your own protection. Bargaining unit members who will be unavailable after August 1 for notification of an emergency vacancy must have this form on file in the Treasurer's office before the close of the normal school year. This gives you an opportunity to be contacted in case of an unexpected vacancy that you may be interested in applying for. **Anyone not having a form on file, will be called at their last home phone number.

Name: _____

Building: _____

email address: _____

Address where you can be reached from August 1 through _____.

Phone number where you can be reached from August 1 through _____.

() _____

Appendix D

CLAY LOCAL SCHOOL DISTRICT
PROFESSIONAL LEAVE REIMBURSEMENT

Employee Name _____ Date _____

Date(s) of Professional Leave _____

Reason(s) for Professional Leave _____

Location of Professional Leave _____

Anticipated Cost of Professional Leave:

Registration Fee(s): _____

Mileage (contract rate): _____

Meal(s):

(up to \$25.00/day) _____

Lodging:

Hotel / Motel: _____

Number of Nights: _____

Occupancy: Single Double

Cost per Night: _____

Other Expenses (Please itemize):

Approved by Superintendent: _____ Date _____

NOTE: Payment will be made only after approval by the Superintendent, submission of receipts, etc. (Please attach receipts to this reimbursement request.) Professional Leave Reimbursement will be paid to employee at the time of the next regularly scheduled paycheck.