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MASTER CONTRACT

between the

WEST CLERMONT EDUCATION ASSOCIATION

an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

WEST CLERMONT BOARD OF EDUCATION
of the
WEST CLERMONT LOCAL SCHOOL DISTRICT

EFFECTIVE:

Effective August 1, 2013 through July 31, 2014

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PREAMBLE

The West Clermont Local School District Board of Education, hereinafter referred to as the "Board" and the West Clermont Education Association, hereinafter referred to as the "Association" hereby adopt the following agreement for the purpose of fostering cooperation and effective communications between the Board and the School District's professional staff, and for the further purpose of providing an orderly procedure for the consideration and resolution of matters involving the professional staff.

ARTICLE 1: RECOGNITION

1.01 PURPOSE

The purpose of this document is to establish a relationship between the West Clermont Local School District Board of Education and the West Clermont Education Association. It shall set forth an orderly procedure for the consideration and mutual resolution of matters of concern to either party.

1.02 ASSOCIATION RECOGNITION

1.0201 The West Clermont Local School District Board of Education, hereinafter referred to as the "Board," recognizes the West Clermont Education Association, hereinafter referred to as the "Association," as the exclusive and sole professional negotiations representative for all teachers, counselors, learning disability tutors, nurses, librarians and other certified/licensed employees of the Board who are under contract to teach a full school year, excluding the Superintendent, assistant superintendents, principals, assistant principals, and other administrators who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this negotiations unit or have the responsibility to make recommendations thereon.

1.0202 "Member" as used herein shall mean member of the bargaining unit.

1.03 BOARD RECOGNITION

1.0301 The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in the West Clermont Local School District, as the employer of all personnel of this school system under the State law and delegated with the responsibility of making the rules and regulations by which the District will be managed.

1.0302 The Board hereby retains and reserves unto itself all of the powers, rights, authority, duties and responsibilities conferred upon it and vested in it by law, including such rights as are set forth in O.R.C. 4117.08, except as expressly limited by the terms of this Contract and the obligation to bargain in good faith under Chapter 4117.08.

1.0303 "Superintendent" shall be defined to mean the Superintendent or central office administrator designated by the Superintendent except as in Section 8.02 of this Contract.

ARTICLE 2:
ASSOCIATION RIGHTS

2.01 Recognition of the Association as the bargaining agent shall entitle the Association to the following rights:

2.02 **WITHHOLDINGS**

The following items shall be withheld from the member's pay, upon the request of the member by October first of each year:

- 2.0201 Washington National Insurance
- 2.0202 Credit union
- 2.0203 Association dues in the manner provided in this Contract
- 2.0204 Federal withholding
- 2.0205 Retirement
- 2.0206 State of Ohio taxes
- 2.0207 Health insurance
- 2.0208 Tax-shelter annuities (a minimum of seven [7] members requesting from one company)
- 2.0209 FCPE
- 2.0210 Such other deductions as are mutually agreed to by both parties

2.03 **CONTINUOUS PAYROLL DEDUCTION**

2.0301 During the term of this agreement, upon receipt by the Board Treasurer of a properly signed authorization which must be delivered to the Board Treasurer on or before October 1, the membership dues and assessments of the Association and its affiliates will be deducted from the authorizing member's pay and remitted directly to the Association. Such authorization, once given, shall continue in effect during the term of this Agreement. Withdrawal of such authorization must be in writing and delivered to the Treasurer.

2.0302 The dues deduction provided for herein shall be made in twenty-four (24) equal amounts, beginning with the first paycheck in October and continuing through the last paycheck in August.

2.04 **BULLETIN BOARD**

A two foot by four foot (2' x 4') bulletin board space shall be provided by the Board in each faculty lounge in each building in the District. The representatives of the Association shall have the use of that bulletin board, designed for Association business only.

2.05 **DISSEMINATION OF MATERIALS**

The Association may use the inter-school mailing system without cost to the Association, and may use members' mailboxes, provided a copy of any material placed in said mailboxes is provided to the building principal and Superintendent at the same time. The Association may use the e-mail system without cost to the Association.

2.06 ASSOCIATION'S SCHOOL VISITATION RIGHTS

The Association President or his/her designee shall be allowed to visit schools in the District before or after his/her school hours or during duty-free lunch periods. Upon entering a building, the President or designee shall notify the principal of his/her presence and may visit members in the building provided such presence does not interfere with members during their regularly scheduled classes and planning periods.

2.07 NEW TEACHER ORIENTATION

The Association shall have the opportunity to meet and speak with new professional staff members at the conclusion of any orientation meetings held for such new staff members.

2.08 USE OF PUBLIC ADDRESS SYSTEM

At the request of the Association, the Association may make announcements on the public address system before or after school hours or by the principal.

2.09 BOARD'S POLICY BOOK

A copy of the Board policy book shall be provided to the Association. Revisions of policies shall be provided to the Association President.

2.10 PERSONNEL DIRECTORY

If prepared by the Board, the Association President shall be provided with a directory of all current members. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract. Unlisted numbers will not be released.

2.11 USE OF SCHOOL FACILITIES

If the Association desires to use any of the Board facilities in order to conduct Association meetings, when possible it shall request the use of the facility at least three (3) days in advance of said use. The request shall be sent to the administrator in charge of the facility.

2.12 USE OF SCHOOL EQUIPMENT

Upon approval of the building principal or administrator in charge of the building, the Association will have the right to use typewriters and other duplicating equipment when such equipment is not otherwise in use. Approval to use such equipment will not be unreasonably withheld.

2.13 NOTIFICATION OF BOARD

The Association shall receive notice of any regular or special Board meetings in accordance with the directives of the "sunshine law." Such notification shall be made to the Association President on the same basis as it is to the news media. A copy of the Board's agenda shall also be provided to the Association President.

2.14 **RELEASE TIME FOR ASSOCIATION**

If negotiations between the Board and the Association are scheduled during a school day, members of the Association negotiations team will be relieved of all regular and/or supplemental duties.

2.15 **ASSOCIATION LEAVE**

The Board shall grant a collective total of eighteen (18) days of leave with pay and fringe benefits per school year to Association officers and delegates for Association business involving employees of the School District. Seven (7) additional days may be taken each year if the Association reimburses the Board for the cost of providing the substitute teacher(s).

2.16 **NO REPRISAL CLAUSE**

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

2.17 **THIRD PARTY ORGANIZATION**

The Association officers and other members paid a stipend by the Association have the option to be paid a stipend by the Board as identified by the Association. The Association shall reimburse the Board the gross amount of the stipend including workers' compensation, Medicare and any applicable retirement costs payable to STRS.

By August 31 the treasurer of the Association will identify which Association officers and standing committee members will receive a stipend. This information will be communicated to the Board Treasurer in writing. The Board Treasurer will set a schedule for payment of the stipends and a deadline for Association reimbursement in agreement with the Association treasurer.

ARTICLE 3:
PROFESSIONAL NEGOTIATIONS PROCEDURES

3.01 **OPENING NEGOTIATIONS**

Items proposed for professional negotiations shall be submitted between February 15 and February 28 by the Association President to the Superintendent or by the Superintendent to the Association President. The first session shall take place during the first week of March of each year.

3.0101 The initiating party shall include the following:

- A. Date of request;
- B. Person to contact;
- C. Three (3) proposed initial meeting dates which shall be no later than March 21, time and place.

3.0102 The receiving party shall respond and include the following:

- A. Date of response;
- B. Acknowledgement of receipt of professional negotiations request;

- C. Person to contact;
- D. Acceptance of one (1) of the three (3) proposed initial meeting dates.

3.02 **DEFINITIONS**

- 3.0201 Days: Refers to calendar days.
- 3.0202 Good Faith: The willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually-agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.
- 3.0203 Party: Shall be the Association and the Board.
- 3.0204 Contract: The negotiations procedure and all provisions attached to and incorporated in the procedural agreement.

3.03 **NEGOTIATION MEETINGS**

- 3.0301 The parties shall meet at a time and place as established under Section 3.01 of this Contract for the first negotiation meeting. A time, place and date for the next session shall be established before concluding the first and each successive professional negotiation meeting.
- 3.0302 Specific proposals shall be exchanged by the parties at the first meeting, unless otherwise mutually agreed. The party requesting negotiations shall present and explain its specific proposals first. The other party will then present and explain its proposals. Subsequently, no new proposals shall be considered unless otherwise mutually agreed.
- 3.0303 All meetings shall be scheduled after school hours, unless otherwise mutually agreed.

3.04 **NEGOTIATION TEAMS**

Each team shall be made up of six (6) people of the party's choice. Each team shall designate a spokesperson. A list of permanent alternates, which for the Association shall include the Association president, shall be submitted by both parties at the first negotiations session. For the purposes of this article, permanent alternates shall not exceed three (3) people. These alternates shall be those people who serve in the place of any of the regular members of their respective parties. Alternates shall be permitted to sit through sessions as observers. No additional personnel shall be permitted in the bargaining sessions except that either party may call upon consultants or specialists to provide information required during the negotiating process.

3.05 **INFORMATION**

The parties agree to make available to each other upon request and when completed all available public information pertinent to the matter or matters then under negotiations.

3.06 **NEWS RELEASES**

No information pertinent to matters then under negotiations shall be given or released to the news media or general public during negotiations and prior to the declaration of impasse without

the mutual consent of the parties. Once a declaration of impasse has been made, either party may make whatever news releases it deems appropriate without the consent of the other.

3.07 **ITEM AGREEMENT**

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding nor as a final agreement by the parties, and it is expressly understood by the parties that the tentative agreement reached on any item may be withdrawn by either party at any time during the negotiations process.

3.08 **AGREEMENT**

3.0801 When an agreement is reached through negotiations, the outcome will be reduced in writing and initialed by the spokesperson of each negotiating team indicating tentative agreement.

3.0802 The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association membership shall be communicated to the Superintendent and Board Treasurer in writing by the Association President. Upon receipt of notification that the Association has ratified the tentative agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.

3.0803 If the agreement is ratified and approved by both the Association and the Board, it shall replace any and/or all existing articles of the contract in conflict with it and be incorporated in and attached to this Contract.

3.0804 No provision of the resulting agreement shall discriminate against any member because of membership in the Association.

3.09 **IMPASSE**

3.0901 The parties pledge to negotiate in good faith and in the event of failure to reach agreement, either party may demand the utilization of the following procedure to resolve only those items which were not agreed to during the negotiations set forth in this Contract. Said demand shall be made no sooner than forty-five (45) days from the date the agreement expires. The party seeking the assistance of a mediator shall file a written request for the appointment of a mediator with the mediation and conciliation service.

3.0902 The appointed mediator will be from the Federal Mediation and Conciliation Service. The mediation period shall run for a period of thirty (30) days from the date of the mediator's first meeting with the parties.

3.0903 If mediation does not result in agreement within the said thirty (30) day period, and the contract has expired, then the Association and the Board may exercise all legal options available to them.

3.0904 It is agreed that this impasse procedure shall supersede and replace the impasse procedures contained in Chapter 4117 of the Ohio Revised Code.

ARTICLE 4:
GRIEVANCE PROCEDURE

4.01 **DEFINITION OF GRIEVANCE**

- 4.0101 A grievance is a complaint involving the violation, misinterpretation, or misapplication of a contract entered into between the Board and the Association.
- 4.0102 A grievance affecting two (2) or more persons or the Association will be considered a class grievance and initially filed at Step Three of this procedure. If the grievance is being filed as a class action grievance affecting two (2) or more persons, the Association will provide supportive evidence at the time of filing that the grievance affects two (2) or more persons.
- 4.0103 Day is defined as a calendar day.

4.02 **PURPOSE**

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

4.03 **RIGHTS OF THE GRIEVANT AND ASSOCIATION**

- 4.0301 Any person may appear in his/her own behalf and/or may be represented at each level of the grievance procedure.
- 4.0302 The Association President shall receive prior notice from the administrator hearing the grievance of each meeting held to resolve a grievance. Decisions rendered at each level will be made in writing on the forms attached hereto setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties of interest, to the Association President and the administrator involved. Individual bargaining unit members may present grievances and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of this agreement and as long as the Association has the opportunity to be present at the adjustment. Any individual member who proceeds on his/her own behalf in the resolution of a grievance shall bear all expenses incurred therein.
- 4.0303 The grievance forms of members shall not be placed in the personnel file.
- 4.0304 No member shall be discriminated against as a result of filing a grievance.
- 4.0305 All grievances shall be filed at the lowest possible level. The lowest possible means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- 4.0306 Meetings and hearings held under Steps Three, Four, and Five of this procedure shall be structured so that the circumstances pertaining to the grievance and representation is accorded both sides. All facts, positions and contract provisions relevant to the grievance and/or the issue(s) involved in the grievance will be granted to both parties in resolving the grievance. Formal hearings held under this procedure shall be structured so that due process under the circumstances and representation is accorded both sides.

- 4.0307 Hearings held at Steps Four and Five under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- 4.0308 A grievance may be withdrawn at the first three (3) levels without prejudice or record.

4.04 PROCEDURE

4.0401 Step One

Any member having a grievance shall first discuss such grievance with the administrator or supervisor involved in the grievance. The member shall inform the administrator or supervisor that the meeting is to be considered Step One of the Grievance Procedure.

4.0402 Step Two

- A. If the discussion does not resolve the grievance to the satisfaction of the member, said member shall have the right to lodge a written grievance with such administrator/supervisor. If such grievance is not lodged within thirty (30) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived.
- B. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted, or misapplied.
- C. The member shall have the right to request a hearing before the administrator/supervisor involved in the grievance. If such hearing is requested, the aggrieved member shall be advised in writing of the time, place and date of the hearing. Said hearing shall take place within seven (7) calendar days of the receipt of the request for the hearing.
- D. The hearing between the member and administrator/supervisor shall involve those two (2) parties only unless the administrator/supervisor wishes to be accompanied by another administrative person of the District, in which case, the member may be accompanied by a representative of his/her employee organization.
- E. The administrator/supervisor shall take action on the written grievance within seven (7) calendar days after the receipt of said grievance, or, if a hearing is requested by the member, within seven (7) calendar days after the conclusion of said hearing. In the event the administrator/supervisor fails to handle the appeal within the appropriate time, the grievance will advance to the next step. The action taken and the reasons for the action shall be reduced to writing and copies sent to the member, the Association President and the Superintendent.

4.0403 Step Three

- A. If the action taken by the building administrator/supervisor involved does not resolve the grievance to the satisfaction of the member, said member may

appeal in writing to the Superintendent or designee. Failure to file such an appeal within seven (7) calendar days from the receipt of the written memorandum of the administrator's/supervisor's action on said grievance shall be deemed a waiver of the right to appeal.

- B. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) calendar days after the receipt of the request. The aggrieved member shall be advised in writing of the time, place, and date of such hearing, and shall have the right to be represented at such hearing by a representative of his/her employee organization.
- C. The Superintendent or designee shall take action on the appeal of the grievance within seven (7) calendar days after receipt of the appeal, or, if a hearing is requested, within seven (7) calendar days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the member and the administrator/supervisor involved.

4.0404

Step Four

- A. If the action taken by the Superintendent or designee does not resolve the grievance to the satisfaction of the member, the member may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent and a copy filed with the Board Treasurer. Failure to file such appeal within seven (7) calendar days from receipt of the written memorandum of the Superintendent or designee's action on said grievance shall be deemed a waiver of the right to appeal. The Board shall have the option to decline to hear the grievance in which case it shall move immediately to Step Five of the grievance procedure or the Board may schedule a hearing on the grievance as provided by subparagraph B hereafter.
- B. The grievant's request for a Board hearing must be given to the Superintendent seven (7) days prior to the date of the requested hearing. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board or if less than seven (7) days, the Board shall establish a date for a hearing on the grievance which shall be held within thirty (30) days of said Board meeting. Said hearing shall be held in executive session.
- C. The aggrieved member shall have the right to be represented at such meeting by counsel or by a representative of his/her employee organization.
- D. The Board shall act upon such appeal no later than its next regular meeting. The Board's action shall be forwarded in writing to the member.

4.0405

Step Five

- A. If the grievance has not been resolved to the satisfaction of the member by the Board's decision, the member may seek resolution as provided hereafter.
- B. Within fifteen (15) days after the written decision of the Board has been posted, the member by written notice to the Board President shall serve notice of his/her, or the Association's desire to appeal the decision to binding arbitration.

- C. The parties shall select the arbitrator through the American Arbitration Association.
 - D. At this level, no new evidence shall be presented and the member and the Board may be represented by a person of their choice. The arbitrator shall reduce his/her recommendations to writing and deliver his/her report to the Association, grievant and the Board. The arbitrator's decision on the grievance shall be binding. The arbitrator shall not have the authority to add to, subtract from, or modify this Contract.
 - E. Each party shall share the cost of arbitration: the loser shall pay seventy-five percent (75%) and the winner shall pay twenty-five percent (25%).
- 4.0406 If a grievance is denied at any level of the grievance procedure for the reason that the matter being grieved is not grievable and/or is not subject to the grievance procedure, and the Superintendent or designee confirms the denial of the grievance for that reason, the grievance shall be immediately moved to Step Five - Arbitration of the grievance procedure.

4.05 GRIEVANCE FORM

(See Appendix A)

**ARTICLE 5:
ASSIGNMENTS, INVOLUNTARY TRANSFERS, SENIORITY,
VOLUNTARY TRANSFERS AND VACANCIES**

5.01 DEFINITIONS

- 5.0101 Assignments: The teaching and/or subject area and grade taught and the building in which the member is presently assigned.
- 5.0102 Involuntary Transfer: An involuntary transfer is a change in a member's assignment not requested by the member.
- 5.0103 Seniority: Continuous employment of the member within the District beginning with the first date the member reported for duty. Continuous employment shall include all time on sick leave and all time during suspension if the member is reinstated.
- 5.0104 Voluntary Transfer: A change in a teaching position from one building to another building, from one grade level to another grade level, or from one small school to another small school at the request of the member. Members may ask for a transfer in areas in which they are certified/licensed.
- 5.0105 Vacancy: A vacancy is an opening in the District for which a certified/licensed teacher is required, including newly created positions.

5.02 TEACHING SCHEDULES

- 5.0201 Staff members newly employed to the District shall be informed in writing of their grade levels and teaching assignments upon being employed.

- 5.0202 The Board shall provide each classroom teacher with an anticipated schedule of class assignment no later than the last day of the regular school year preceding the school year.
- 5.0203 If a change in assignment is made prior to the start of the next school year, the member(s) affected will be given immediate written notice of the change. Any member whose assignment is changed shall have the opportunity to discuss the change in the assignment with the Assistant Superintendent for Personnel.

5.03**INVOLUNTARY TRANSFERS****5.0301** Procedure

- A. The Superintendent is delegated with the sole discretion to assign and transfer employees of the Board subject to the terms of this provision.
- B. If the Superintendent elects to involuntarily transfer a member of the bargaining unit, he shall notify the member of the bargaining unit in writing of the reason for the transfer.
- C. Involuntary transfers will generally be implemented utilizing length of service (seniority) in the District as the deciding factor in who is transferred. However, there may be certain circumstances under which seniority cannot be considered. The member transferred shall have the right to meet with the Superintendent or designee and request an explanation regarding the reason(s) for the transfer. If dissatisfied with the reason(s), the member may request a hearing in executive session with the Board of Education. The hearing will be held at the next regularly scheduled Board meeting.
- D. If a bargaining member is involuntarily transferred or reassigned within two weeks prior to the start of the student instructional year, the Board will offer the unit member the assistance of a substitute teacher for up to three (3) student instructional days to assist with the transition.

5.0302 Involuntary transfers typically occur due to the following reasons:

- A. Resignation
 B. Retirement
 C. Death of a bargaining unit member
 D. A leave of absence of a bargaining unit member
 E. Certification/license
 F. Change in program
 G. Individual qualifications
 H. Major field
 I. Seniority
 J. Shift in student population
 K. Needs of the district

5.0303 A member's assignment shall not be changed from year to year, nor shall a member be reassigned within the meaning of this Article for the purpose of harassing the member.**5.0304** When involuntary transfers are made due to decreased enrollment, the suspension of schools or territorial changes affecting the district, or financial reasons, to reduce the number of certificated/licensed staff positions within the building, the President of the Association will be provided a seniority list. The seniority list shall be

examined by the parties to ensure that an involuntarily transferred member has an option for assignment to maintain continuity of grade level and/or major content area and building assignment (for example a high school teacher shall not be transferred to the middle school if the teacher has greater seniority than another teacher at the high school who is teaching the same subject). If after the parties examine the seniority list, it is evident that a domino effect will occur with more than three (3) teachers being reassigned in order to maintain the placement of the more senior teacher, or if the process results in a teacher being reduced, then the Superintendent may transfer the teacher with the greater seniority. In all incidents, the transferred teacher shall have the proper licensure/certification. The application of seniority as it relates to involuntary transfers may be excepted as it relates to a reduction in force.

5.0305 The parties agree that the procedural elements of this provision are subject to the grievance procedure.

5.04 POSTING AND FILLING VACANCIES

5.0401 Posting Vacancies

A. The Human Resource office shall prepare a list of all bargaining unit vacancies once the Superintendent has determined a vacancy actually exists. Bargaining unit vacancies shall be emailed to unit members and posted on the District website and shall include the following information:

- (1) Position(s) available
- (2) Licensure/Certification requirements
- (3) Deadline for application
- (4) Effective starting date
- (5) Any additional pertinent information

B. In addition, as a courtesy to the members of the bargaining unit, the Superintendent shall post administrative vacancies, excluding the positions of Superintendent and Treasurer on the District's website. However, the provisions of this Contract do not apply to the filling of administrative positions.

5.0402 Filling Vacancies

When considering voluntary transfer requests, the Superintendent shall consider such factors as seniority, years of experience in the position, degree and hours of education in that position, responses to interviews, building needs and District needs.

5.0403 A member may withdraw a voluntary transfer request any time prior to the request being granted.

ARTICLE 6:
REDUCTION IN FORCE

6.01 **PROCEDURE**

- 6.0101 When the Board determines it is necessary due to decreased enrollment, return to duty of regular members after leave of absence, the suspension of schools or territorial changes affecting the district, or for financial reasons, to reduce the number of certified/licensed staff positions, the procedures in this Article shall be followed:
- 6.0102 To the extent possible, the number of members affected by a reduction in force will be minimized by not employing replacements for members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force.
- 6.0103 For purposes of this Article, "seniority" will be defined as the length of continuous service in the school district, provided, however, that seniority will not be interrupted by authorized unpaid leaves of absence.
- 6.0104 All (tenured and non-tenured) staff in the bargaining unit will be placed on seniority lists in each teaching field, including all subject areas that can be taught by mid grade license holders and teachers holding license or certificates for grades K-8, for which they are certified/licensed. The Association shall be provided with a copy of the District's seniority list (if prepared) on an annual basis, not less than ten (10) days prior to the notification of reduction in force.
- 6.0105 Seniority based reductions in force will apply to those members who are not a "teacher" as defined in Ohio Revised Code 3319.11 and the Board's Teacher Evaluation Policy. In addition, pursuant to Ohio Revised Code 3319.11 (F), seniority-based reductions in force will apply to those teachers who have "comparable evaluations" as defined in Article 6.0107. For the 2013-2014 and 2014-2015 contract years, all teachers shall be deemed to have comparable evaluations.
- 6.0106 Seniority-based reductions in any area of certification/license will be made from the bottom of the seniority list for that area of certification/license. Reductions will be made from the non-tenured list before proceeding to the tenured list. A member affected may elect to displace the least senior member in another area of certification/license if he/she currently holds the required certification/license, and agrees to enroll, no later than during the first semester of the school year, in a refresher course in the involved subject area.
- 6.0107 Beginning with the 2015-2016 contract year, for the purpose of determining which evaluations are "comparable," all members rated "accomplished" shall be deemed comparable to one another; all members rated "skilled" shall be comparable to one another; all members rated "developing" shall be comparable to one another; and all members rated "ineffective" shall be deemed comparable to one another. For the 2013-2014 and 2014-2015 contract years only, all members will be considered to have comparable evaluations.
- 6.0108 In the event of a reduction in force, the Board shall proceed to suspend contracts of members in accordance with the recommendations of the Superintendent pursuant to ORC 3319.17. In determining the position(s) to be reduced, the following

sequence shall be used, subject to the Superintendent's right of assignment per ORC 3319.01:

1. First, all contracts of re-employed retirees in affected areas shall not be filled.
2. Second, positions, vacated as a result of attrition will not be filled.
3. Third, contracts of members shall be reduced in the following order:
 - a. Limited contract members who have a final summative rating of ineffective;
 - b. Continuing contract members who have a final summative rating of ineffective;
 - c. Limited contract members who have a final rating of developing;
 - d. Continuing contract members who have a final summative rating of developing;
 - e. Limited contract members who have a final summative rating of skilled;
 - f. Limited contract members who have a final summative rating of accomplished;
 - g. Continuing contract members who have a final summative rating of skilled;
 - h. Continuing contract members who have a final summative rating of accomplished.

6.0109 If a teacher whose contract is suspended due to a reduction in force is certified/licensed for another position(s) in the District, the process set forth in Article 6.0108 (a) through (h) will be repeated. It is possible the process will repeat multiple times until the teachers whose contract is suspended is ultimately determined.

6.0110 Beginning with the 2015-2016 contract year (and at the option of the teacher), if a teacher is involuntarily or voluntarily transferred to a different teaching assignment (defined as a different building, grade level or subject area) for reasons other than lack of adequate job performance, then value added data and/or student growth measures will not be considered for making reductions in force or removal/termination decisions until two (2) years worth of data is collected in the teacher's new position.

6.02

RECALL LIST

The names of members whose contracts are suspended as a result of a reduction in force will be placed on a recall list for up to thirty-six (36) months, except for those members on the recall list as of July 31, 2013 – who shall be maintained on the list for forty-eight (48) months from the date their employment contract was suspended. Members on the recall list will have the following rights:

6.0201 No new teachers will be employed by the Board while there are members on the recall list who are certified/licensed and qualified for the vacancy.

6.0202 Staff members on the recall list who are certified/licensed to perform the work in that position will be recalled on the basis of performance. Seniority will not be the basis for this decision except where teachers have comparable evaluations as defined in Article 6.0107.

6.0203 If a vacancy occurs, the Board will send an announcement to the last known address of all staff members on the recall list. It is the staff member's responsibility to keep the Board informed of his/her current address. All staff members are required to respond in writing to the notice of vacancy within ten (10) calendar days or within five (5) days if the notice is received within twenty (20) days prior to the start of the school year or semester. The most senior of those responding will be

given the vacant position. If the response deadline falls on a weekend, the deadline shall be extended to the next business day. Any staff member who fails to respond to the notice of vacancy shall be removed from the recall list.

- 6.0204 The provisions of Article 6 - Reduction in Force shall supersede and replace 3319.17 of the Ohio Revised Code.

6.03 SUBCONTRACTING

Bargaining unit positions that are reduced or not filled due to reductions in any subject area shall not be filled by outside entities such as the joint vocational school district if current bargaining unit members possess the necessary certification to perform the work required. Exceptions to the above include the educational services currently funded through the District's General Fund, the Oak Joint Vocation School, plus current and future services made available through state and federal funds.

**ARTICLE 7:
PARENTAL COMPLAINT POLICY**

- 7.01 A parental complaint against a member which is not brought to the attention of the member by the administration within ten (10) days after receipt of the complaint shall not be basis for disciplinary action against the member or otherwise used to adversely affect the member's employment status.
- 7.02 In the event a complaint is filed, the administrator shall include the date the complaint was filed. Anonymous written complaints shall not be placed in the member's file. Only complaints, whether signed or anonymous, which are substantiated may be grounds for disciplinary action.

**ARTICLE 8:
DISCIPLINE PROCEDURE**

- 8.01 In the event it becomes necessary to reprimand or otherwise discipline a member of the bargaining unit, the principles of progressive discipline will be followed. This is, the member will first be orally warned for an offense before receiving a written reprimand for the same offense, and must have received a written reprimand for an offense before being subject to suspension for the same offense.
- 8.02 In accordance with the progressive discipline procedure described above, the Superintendent may suspend a member for conduct for which the member has been previously orally warned and reprimanded in writing. Additionally, a member may be suspended by the Superintendent for conduct which is deemed to be of such a serious nature as to make the progressive discipline procedure inappropriate. In all events, a suspension without pay imposed under the provisions of this Article shall not exceed five (5) school days.
- 8.03 A written reprimand shall be removed from a member's personnel file three (3) years after the date it was issued, provided the member has not been subject to further disciplinary action during the three (3) year period.

- 8.04 The member shall be provided a representative of his/her choosing during any step involved in this procedure. A hearing shall take place prior to the suspension of any member. The hearing shall take place no sooner than forty-eight (48) hours after the member has been notified of the hearing.
- 8.05 In the event of an oral warning, the member shall be provided with a written document which states that an oral warning was issued; the reason the oral warning was issued, and the date the oral warning was given to the member. This document shall not be placed in the member's personnel file or copied to other administrators.

ARTICLE 9: MEMBER APPRAISAL

9.01 CHANGES IN MEMBER EVALUATION PROCEDURE

- 9.0101 An evaluation committee shall be established to recommend revisions, amendments, and changes in the member evaluation procedure. The committee shall be comprised of an equal number of members and administrators within the system. The members shall be selected by the Association, and the administrators shall be selected by the Board. These members shall select a chairperson.
- 9.0102 Any action taken by the evaluation committee to revise, amend, or alter the existing evaluation process shall be made in accordance with guidelines established by the evaluation committee. The final recommendations of the evaluation committee shall be presented to the Superintendent and the Association executive committee.
- 9.0103 In the event the Association executive committee does not support the recommendations of the evaluation committee in its entirety, it shall make its objections known in writing to the Superintendent and the Superintendent shall meet with designated representatives of the Association to discuss the Association's concerns prior to the Board changing the evaluation procedure.
- 9.0104 In the event the Board does not adopt the recommendations of the evaluation committee in its entirety, the Board or its representative shall meet with the Association to discuss its concern pertaining to the evaluation procedure prior to changing the current evaluation process.
- 9.0105 There shall be a uniform process with uniform forms for teachers as defined under Ohio Revised Code 3319.111 and a uniform process with uniform forms for teachers who do not fit this definition.

9.02 EVALUATION PROCEDURE AND DATES

- 9.0201 The member appraisal system serves to provide (1) a record of member performance and (2) a foundation for improvement of instruction by indicating a level of performance of the bargaining unit member.
- 9.0202 The appraisal process is the responsibility of the Board and the responsibility for the evaluation of members rests with the credentialed evaluators who shall be West Clermont employed building level administrators or credentialed central office personnel, except in emergency circumstances of long term absence of an administrator, in which case a credentialed administrator may be contracted through

a local Educational Service Center. Prior to the employment of a credentialed administrator who is not an employee in the district or a central office employee, the names of candidates shall be provided to the OTES committee for teacher discussion and input.

- 9.0203 A member shall be evaluated according to the Teacher Evaluation Policy appended hereto by the attached Memorandum of Understanding. The timelines set forth in the Teacher Evaluation Policy shall be modified if the required observations, evaluations, and walkthroughs cannot be held due to a member being unavailable because of absence due to the use of sick leave. The credentialed evaluator shall conduct the required observations, walkthroughs and evaluation within the same amount of time that the member was not available due to absence (i.e., if the member is absent for five (5) days the administrator shall conduct all required observations, walkthroughs and evaluation within five (5) days of the teacher's return to work).

When completing a full evaluation, the following procedure and dates shall be followed:

- A. Any areas of teaching performance identified as needing improvement or unsatisfactory shall be noted on the appropriate forms and the administrator shall make written recommendations to the evaluatee for correcting areas that have been identified as needing improvement or being unsatisfactory. If outstanding teaching strengths are observed, they shall be noted in the comments section.
- B. When complete, the evaluation will be placed in the member's personnel file. A member may choose to write a rebuttal to all or any portion of the evaluation and it will be included in the employee's personnel file along with the evaluation.
- C. A member may request one additional observation, over and above the observations required by law, by submitting a written request by April 25th. The member requesting the additional observation shall select the credentialed evaluator to conduct the additional observation. Copies of the additional observation shall be provided to the member and the evaluating principal.
- D. The member shall be evaluated in writing on the prescribed form, a copy of which shall be given to the member at the time of the conference.
- E. Any areas of teaching performance identified as needing improvement or unsatisfactory shall be noted on the appropriate forms and the administrator shall make written recommendations to the evaluatee for correcting areas that have been identified as needing improvement or being unsatisfactory. If outstanding teaching strengths are observed, they shall be noted in the comments section.
- F. If the member being evaluated is up for renewal consideration, he/she shall receive his/her written evaluation by May 1.
- G. If the member being evaluated is a continuing contract teacher, that member shall receive his/her final evaluation by the last teacher workday.

- H. When complete, the evaluation will be placed in the member's personnel file. A member may choose to write a rebuttal to all or any portion of the evaluation and it will be included in the employee's personnel file along with the evaluation.
- I. Although the evaluation shall be done by a building level principal, observations in addition to the two required pursuant to this Article may be conducted by a person who is under contract with the Board pursuant to Section 3319.01 or 3319.02 of the Ohio Revised Code and holds a license designated for being a superintendent, assistant superintendent, principal or supervisor in any educational area issued under Section 3319.22 of the Ohio Revised Code. The party requesting the additional observation shall select the administrator meeting the requirements of this section to do the additional observation. Copies of the additional observation shall be provided to the member and the evaluating principal.
- J. The evaluation timelines and procedures contained in this Article shall replace 3319.111 of the Ohio Revised Code.

**ARTICLE 10:
NON-RENEWAL OF LIMITED CONTRACTS/
SUPPLEMENTAL CONTRACTS**

10.01 NON-RENEWAL OF LIMITED CONTRACTS

- 10.0101 Prior to a supervisor making a recommendation to the Superintendent not to renew a member's limited contract, the supervisor shall provide the member with the reasons in writing for such recommendation on or before May 15 of the school year involved.
- 10.0102 If the Superintendent intends to recommend the non-renewal of a member's limited contract notwithstanding a recommendation received by him from the member's supervisor that the member be reemployed, the Superintendent shall notify the member in writing of such intentions and afford the member involved the opportunity for a conference with him on or before June 1 of the school year involved to discuss the reasons for non-renewal. The member may elect to bring an observer to this conference.
- 10.0103 Before the Board takes final action not to renew a member's limited contract, the Board shall direct the Treasurer of the Board to give the member written notification of such intentions on or before June 1 of the school year involved. If the Board's reasons for non-renewal are different from those submitted by the recommending administrator, said reasons shall be stated in the notification.
- 10.0104 The member upon receipt of notice of intention not to renew, shall have until June 15 of the school year involved to submit a written request to the Treasurer of the Board for an executive session with the Board. If such an appearance is requested, the Board shall notify the member of the time and place of his/her meeting with the Board.
- 10.0105 At the meeting, the member shall have the opportunity to present reasons as to why his/her contract should be renewed. The Board shall then exercise its best judgment and good faith according to the law in considering its decision. The

member may elect to be represented at the hearing provided for herein by one representative of his/her choice.

10.0106 Non-tenured members whose contracts are not renewed for reasons of reduction in staff, or return of members from leave of absence of any kind, are not included in this procedure, but shall be notified in advance and in writing.

10.0107 To the extent permitted by law, this Article of the Contract shall supersede and replace 3319.11 of the Ohio Revised Code.

10.02 SUPPLEMENTAL CONTRACTS

10.0201 Supplemental contracts are one (1) year limited contracts as identified on the supplemental salary schedule or in the Board agenda/minutes per employment action by the Board.

10.0202 The salaries of new positions created by the Board are subject to negotiation when other supplemental positions are to be negotiated.

10.0203 A member will be notified in writing by the principal or Superintendent's office if he/she is not to be retained in the position for the following school year no later than thirty (30) days after his/her last day worked under the supplemental contract; otherwise, the member would be considered under contract for the following school year in the same supplemental position.

10.0204 The only exception to Section 10.0203 is that the Superintendent may recommend reductions in supplemental contracts to the Board because expenditures in the District must be reduced due to budgetary reasons. Should this be necessary, the Superintendent shall send a written notice to affected members within thirty (30) days after Board action that their supplemental position has been eliminated. All obligations of the Board and the members related to the supplemental contracts shall be null and void.

10.0205 A member who wishes to resign a supplemental position shall submit the resignation no later than thirty (30) days after the last day worked under the supplemental contract. Any resignation submitted after that time period must be approved by the Board.

10.03 TERMINATIONS

The Board will follow Sections 3319.16 and 3319.161 of the Ohio Revised Code when dismissing a tenured member or a limited contract member during the term of his/her contract.

**ARTICLE 11:
CONTINUING CONTRACT ELIGIBILITY**

11.01 Any bargaining member employed by the Board who will become eligible for a continuing contract for the succeeding school year shall provide written notice to the Superintendent that he/she is eligible for a continuing contract no later than November 1 of the school year in which his/her current limited contract with the Board shall expire. All transcripts shall be provided to Human Resources by May 1.

11.02 Failure to notify the Superintendent by the applicable deadline shall be a temporary waiver of the member's eligibility for a continuing contract for the following school year. If the teacher fails to notify the Board and the member is re-employed, he/she may be given a one (1) year limited contract for the following school year rather than a continuing contract.

11.03 To the extent they conflict, the provisions of Articles 11.01 and 11.02 shall prevail over the continuing contract provisions set forth in the ORC 3319.08 and 3319.11.

A copy of Ohio Revised Code 3319.08 as it exists on the effective date of this Agreement, is appended hereto as Appendix C. The statute is attached only as an informational resource to unit members (specifically R.C. 3319.08 (D) states the certification/licensure and education requirements needed to become eligible for a continuing contract). Notwithstanding Articles 11.02 and 11.03, a unit member's eligibility for a continuing contract shall be governed by the Ohio Revised Code, as it may be amended from time to time.

ARTICLE 12: WORKING CONDITIONS & EMPLOYMENT PRACTICES

12.01 SCHOOL YEAR

12.0101 The school year for regularly contracted members shall be one hundred eighty-five (185) days, three (3) of which are for staff development. One (1) of the professional days prior to the start of the year will be used for classroom preparation, either as one (1) full day or two (2) half ($\frac{1}{2}$) days. The classroom preparation day(s) will be scheduled prior to a scheduled open house. The classroom preparation days will be designated by the Board prior to the beginning of each year. All members in each building shall have input into the staff development of that building.

12.0102 Days which schools are closed for one of the reasons listed in Ohio Revised Code 3317.01(b) and which are not required to be made up by the State Superintendent of Public Instruction shall be considered as days worked for pay purposes.

12.0103 One hundred minutes (100) minutes will be set aside on one of the front-loaded professional development days other than the teacher workday, and one hundred (100) minutes will be set aside on one other professional development day. This is to allow teachers to meet necessary Ohio Department of Education on-line training requirements.

12.02 SCHOOL DAY

12.0201 The length of the school instructional day shall not exceed seven (7) hours from the start of the first class until the end of the last class. The workday for bargaining unit members shall be seven (7) hours in length which shall include at least thirty (30) consecutive uninterrupted duty-free minutes for lunch. The thirty (30) minutes shall start when the elementary teacher drops off students for lunch and end when the teacher resumes supervision of students. For secondary teachers, the thirty (30) minutes shall start when the scheduled class dismisses for lunch and end when class is scheduled to resume. The providing of a lunch period shall not lengthen the contractual day.

12.0202 All staff members are expected to report a reasonable period prior to the start of the school day and remain for a reasonable time after the end of the school day to

supervise students. For the purposes of this Article, and notwithstanding the first ten (10) days of the school year, reasonable supervision time is defined as not more than 15 minutes before and not more than 15 minutes after the school day.

12.03 **PLANNING TIME AND PREPARATIONS**

- 12.0301 All staff members shall have planning time/periods during the school week/day in accordance with the standards promulgated by the Ohio Department of Education. In addition, all bargaining unit members who are assigned to the elementary buildings shall be granted plan time in blocks of not less than twenty (20) continuous minutes, starting with the 2008-2009 school year. Elementary school principals will create building schedules with a goal of providing teachers with planning time in excess of 220 minutes per week.
- 12.0302 Members teaching in more than one building shall be so scheduled as to allow for travel time in addition to time for preparation.
- 12.0303 Reasonable efforts will be made by middle school and high school administrators to schedule each academic area members with no more than three (3) independent preparations per semester where scheduling and staffing consideration will permit.
- 12.0304 If a member's assignment includes four (4) or more preparations and the member perceives that scheduling and staffing considerations should be reviewed, he/she may discuss the schedule with the Superintendent to review the schedule.
- 12.0305 The Association representative(s) and the building administrator of each elementary building shall discuss scheduling and the impact on plan time on an annual basis. The focus of the discussion should be common plan time minutes at the elementary level.

12.04 **DISTRICT TRAVEL**

- 12.0401 Members required to travel on school business as part of their duties shall be reimbursed for mileage. The rate of reimbursement shall be the IRS reimbursement rate as of April 1 which shall be the rate paid for the succeeding twelve (12) months. In addition, members required to attend meetings outside the district shall be paid from their assigned school to the meeting site at the established mileage rate.
- 12.0402 Members assigned to more than one building during the course of one school day shall be reimbursed at the IRS rate for mileage between buildings.

12.05 **SELECTION TO BOARD-APPOINTED COMMITTEES**

- 12.0501 Any member asked to serve on a Board-appointed committee shall be offered a supplemental contract for that additional duty at a rate established by the Board. A brief description of the additional duty and the compensation will be posted in each building affected.
- 12.0502 If the member does not wish to accept the supplemental contract offered, he/she may refuse same without any adverse effect on his/her job.

12.06 LIAISON COMMITTEE

12.0601 A committee of three (3) members elected by the members in each building shall be created to meet with the principal.

12.0602 The principal and this committee shall meet once a month to discuss matters of concern to the members in the building.

12.07 INTERNAL SUBSTITUTION

A member assigned a non-student contact assignment, who accepts a student contact assignment, shall be paid at the yearly negotiated rate. A member assigned from one student contact assignment who accepts another student contact assignment, including the splitting of classes among teachers, shall be paid at the yearly negotiated rate. The teacher(s) receiving the students shall be compensated the negotiated rate. This does not apply when a member covers a class in place of a duty.

For the purpose of this paragraph only, each member in the system has only one (1) time period increment per day of non-student contact time, provided, however, that each member has five (5) non-student time period increments per week. A time period increment is defined as that period of time established for an instructional period in a program within a building.

12.08 PERSONNEL FILES

12.0801 Official personnel files of all bargaining unit members shall be maintained under the following circumstances:

- A. No material which is derogatory to the member's contract, service, character or personality shall be placed in the files unless the member has had an opportunity to read the material. The member shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read that material to be filed. Such signature does not indicate agreement with its content.
- B. The member shall have the right to answer any material filed, and his/her answer shall be reviewed by the Director of Personnel and the originator of the filed material and shall be attached to the file copy.

12.0802 The member shall be given access to his/her file under the supervision of the Director of Personnel. The following conditions will apply to access:

- A. The member shall give the Personnel Department no less than one (1) full school day's notice of intent to review their file.
- B. A mutually agreeable time will be established for the appointment. If the Director is on leave, the date and time will be the next available day the Director returns.
- C. A maximum of two (2) members will be permitted to review files in one day, first come-first served.
- D. The maximum time allowed for review of files will be one-half (1/2) hour after the close of the main office.

- E. If the member wishes copies of materials, he/she will be charged at the Board's duplicating rate.

12.0803 Untimely, irrelevant, incorrect, or incomplete information contained in the personnel file may be challenged by the member in accordance with the procedures set forth in Ohio Revised Code Chapter 1347.

12.0804 The member shall have the right to file a grievance at Level Three of the Grievance Procedure regarding any material which the member feels is detrimental to his/her professional employment with the exception of evaluations.

12.09

CLASS SIZE

The Board and the Association agree that small class size is in the best educational interest of children. When developing class schedules and/or student composition of a class, the Board will make every effort to address differentiating levels of student's abilities/needs and attempt to balance students with specialized instructional needs among available teachers/courses. If the teacher perceives his/her assigned class size to be excessive relative to his/her grade level, he/she must first request a review with his/her principal. If dissatisfied with disposition of the principal, teacher may request a review with the Superintendent as defined in Article 1.0303.

12.10

RE-EMPLOYMENT OF RETIRED TEACHERS

12.1001 Any individual who is retired and receiving retirement benefits through STRS, SERS or PERS and who is employed by the Board in a bargaining unit position shall receive a limited contract and at no time be eligible for nor be granted a continuing contract. In the event of a reduction in force, these individuals shall be considered to be the least senior employees and shall be laid off first.

12.1002 Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the West Clermont Local School District. There shall be no expectation that any teacher will be offered employment. The District reserves the right to offer or not to offer such employment selectively based on the needs of the District and no reasons will be given for declining to offer such employment to anyone.

12.1003 The salary to be paid to the returning teacher shall be based on the appropriate placement on the current teacher salary schedule training column with a maximum of ten (10) years of experience and a minimum of three (3) years of experience and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

12.1004 Individuals employed pursuant to this provision shall be eligible for the health and dental insurance plans offered by the District pursuant to the collective bargaining unit.

12.1005 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. However, if rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column.

12.1006 Each one (1) year contract shall automatically expire upon completion of the year and it shall not be necessary for the District to take formal action pursuant to Section 3319.11 of the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

- 12.1007 Returning retirees are not entitled to any severance benefits or retirement incentive benefits.
- 12.1008 In the event of a reduction in force, the re-employed teacher will not be considered to have any seniority over any other teacher, although the re-employed teacher will be a member of the bargaining unit.
- 12.1009 Persons employed pursuant to this provision are eligible for sick leave accumulation, starting with a zero balance.
- 12.1010 This provision shall supersede and replace Sections 3319.11, 3319.111 and Chapter 3317 of the Ohio Revised Code.
- 12.1011 Retired teachers rehired by the District in 2002-2003 will be protected at their current levels.

12.11 SUPPLEMENTAL REVIEW PROCESS

Upon request and for the next round of negotiations, the Board will supply the Association with an updated list of all supplemental contract positions and salary scales.

**ARTICLE 13:
PAID LEAVES OF ABSENCE**

13.01 SICK LEAVE

- 13.0101 Sick leave shall be granted and administered in accordance with Ohio Revised Code 3319.141. Members of the bargaining unit shall earn sick leave at the rate of one and one-fourth (1-1/4) days per month for twelve (12) months, a maximum of fifteen (15) days per year, to a cumulative total of three hundred ten (310) days.
- 13.0102 The Board Treasurer shall notify each bargaining unit member on or before September 15 of each year of the number of sick leave days accumulated by that bargaining unit member.
- 13.0103 Accumulated sick leave days may be used because of illness in the immediate family or for leave necessary for the adoption of a child up to a maximum of six (6) weeks and charged against accumulated sick leave. The "immediate family" shall include spouses, domestic partners, children, parents, spouses' parents, grandparents, brothers, sisters, grandchildren, aunts, uncles and/or other exceptions as approved by the Superintendent.
- 13.0104 Bargaining unit members shall have the right to use sick leave for death in the immediate family as defined in 13.0103 above. A maximum of five (5) days of sick leave may be granted to a member when such absence is necessitated by the death of a member in his/her immediate family. The Superintendent, in his/her discretion, may approve up to five (5) additional days to attend the funeral.
- 13.0105 In the event the member is absent six (6) consecutive working days, the member shall be required to submit a doctor's statement, if requested by the Director of Personnel.

- 13.0106 Five (5) days of paid sick leave may be advanced each school year to those members who have exhausted their accumulated sick leave or who are newly hired and have not accumulated paid sick leave. However, the number of paid sick leave days advanced cannot be greater than the number of sick leave days the employee will accumulate for the remainder of the school year.

13.02 PERSONAL LEAVE

- 13.0201 Personal leave may be used for purposes necessary to the welfare of members of the bargaining unit, but cannot be used in lieu of sick leave or to extend professional leave or vacation.
- 13.0202 Three (3) days of personal leave shall be granted per school year. The written personal leave request is to be completed and given to the building administrator by the member no less than three (3) school days prior to the time personal leave is needed, except in an emergency situation. The building administrator shall then forward the request to the Assistant Superintendent of Personnel.
- 13.0203 Personal leave shall not be taken the day before the beginning of a vacation period, holiday or professional leave or the day after a vacation period, holiday or professional leave. Personal leave shall also not be granted for days scheduled as inservice, conference or member workdays or state testing periods and/or semester or final exams, or the first or last ten (10) days except for the following:
- A. Accident or catastrophe involving family property.
 - B. Court appearance as litigant or witness.
 - C. Observance of religious holidays where total abstinence from work is required.
 - D. Attendance at graduation exercises or other ceremony honoring the member, the member's spouse or the member's child.
 - E. The wedding of the member or his/her attendance at the wedding of an immediate family member.
 - F. A wedding trip of the member.
 - G. Attendance at funerals of persons not within the immediate family.
 - H. Arranging for the purchase or sale of the member's real estate.
 - I. Appointment with an attorney.
 - J. Urgent personal problems of members of the employee's immediate family.
 - K. Extension of sick leave after exhaustion of accumulated sick leave.
 - L. Appointment with STRS or other State retirement system personnel.
 - M. Attendance at a professional association meeting as an official representative.
 - N. Other personal business not covered by the above as approved by the Superintendent as defined in Section 1.0303 of the Contract.
- 13.0204 Only ten percent (10%) of an administrator's certified/licensed staff requiring substitutes will be given personal leave on the same day.
- 13.0205 Unused personal leave days shall be rolled over into the member's sick leave accumulation to the maximum sick leave accumulation allowed by the Contract.

13.03 ASSAULT LEAVE

- 13.0301 A member who is physically injured as a result of a physical assault on him/her, occurring while the member is performing duties required by his/her contract, and occurring on school premises or during a school-sponsored function and not caused by another employee of the District, shall be entitled to assault leave.
- 13.0302 When such assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty-five (25) days per member each school year. The Superintendent may grant additional days of assault leave.
- 13.0303 Medical verification shall be furnished to the Superintendent for all such absences requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

13.04 PROFESSIONAL DEVELOPMENT LEAVE

- 13.0401 The Superintendent may grant leave without loss of pay to certified/licensed members to attend meetings, seminars, classes and workshops that will further the professional development of the member.
- 13.0402 Expenses approved for said leave by the Board shall be fully reimbursed by the Board.
- 13.0403 Attendance at such events shall be directly related to the member's regular teaching duty or supplemental contract.
- 13.0404 Written rationale shall be provided a member denied use of professional leave.
- 13.0405 Professional development leave shall include time for collaboration among grade levels, departments, and/or small schools. Professional development will be developed with goals to fulfill district, state and federal needs as well as consideration to recommendations from the LPDC or CIP committees.

**ARTICLE 14:
UNPAID LEAVES OF ABSENCE**

14.01 PERSONAL ILLNESS OR DISABILITY

- 14.0101 Any bargaining unit member shall be granted an unpaid leave of absence for up to two (2) years because of personal illness or disability.
- 14.0102 A member who is unable to teach because of personal illness or disability shall be granted up to two (2) years of unpaid leave, with the option to use sick leave.

14.02 GRADUATE STUDIES

- 14.0201 Upon written request, the Board may grant a full-time member a leave of absence without pay for a maximum of one (1) school year (two consecutive semesters) for the purpose of meeting the university residence requirements of graduate studies, subject to the following restrictions:
- 14.0202 That the member, at the time of the request, submits written evidence from the dean of the university graduate school verifying the residency requirements.
- 14.0203 That the leave time of one year is used to complete the requirements for the receipt of the degree.
- 14.0204 That the program be restricted to the area of expertise of the member in the field of education, within the needs of the District.
- 14.0205 That the member has taught successfully for five (5) years in the West Clermont Local School District and is on continuing contractual status.
- 14.0206 That satisfactory replacement for the member requesting the leave is available.
- 14.0207 That the member agrees to return after the leave to teach one (1) year in the West Clermont Local School District.
- 14.0208 That the member has not been granted any other leave within the preceding five (5) years.
- 14.0209 That the sum of leaves for graduate study presently granted does not constitute a total of more than one percent (1%) of the professional staff at any one time.
- 14.0210 That the leave be requested prior to April 1.

14.03 CHILD CARE LEAVE

- 14.0301 Upon the expiration of sick leave for pregnancy, health leave without pay for the purpose of having a baby, the birth of a baby if no sick or health leave is requested, or the adoption of a pre-school aged child five (5) years or younger, a member requesting a leave to remain home with the new child shall be granted a leave without pay by the Board. Except in emergency situations, the member eligible for and desiring the child care leave shall make application for same with the Board at least thirty (30) days prior to the anticipated starting date of the leave. Failure to initiate child care leave at the expiration of sick leave for pregnancy and/or health leave without pay for the birth of a baby, or immediately after the birth of a baby, shall waive the Board's obligation to grant child care leave to the member.
- 14.0302 At a maximum, child care leave shall be for no more than the remainder of the school year in which it becomes effective, unless the effective date of the leave begins between March 1 and the start of the next school year, in which case it shall be for the remainder of the year in which the leave commences, if any, and the following year.
- 14.0303 A child care leave request shall not extend a limited contract past its term.

14.0304 A member returning from child care leave shall be assigned to a position within his/her area of certification/license. Reasonable effort shall be made to assign the member to the original or comparable position.

14.04 ADOPTION LEAVE

14.0401 Any member shall, upon request, receive an unpaid leave of absence for the adoption of a child. If the child's age is less than the amount required for enrollment in kindergarten, the leave shall be up to one (1) school year. If the child is enrolled in kindergarten, the leave shall not exceed one (1) school semester. In any event, said leave shall not extend beyond the member's current contract.

14.0402 A member granted an adoption leave shall be returned to the member's original position if the leave is for one (1) school semester or less, provided that the member is still under contract with the school district. A member granted an adoption leave for one (1) school year shall be returned to the member's original position or a similar position, if available, provided that the member is still under contract with the school district.

14.0403 Adoption leave shall not extend the term of a member's contract.

**ARTICLE 15:
COMPENSATION & INSURANCE BENEFITS**

15.01 PAY PERIODS

15.0101 Members shall receive their pay in twenty-six (26) equal installments to be paid on alternate Fridays. Pay shall be direct deposit to the financial institution(s) of the member's choice.

15.0102 Retirement deductions will be made equally over the number of pay periods requested.

15.0103 Winter sports coaches who file a written request with the Treasurer by November 1 shall receive payment for winter sports supplemental contracts in two (2) installments. The first installment shall be paid the second pay period in December, and the other installment shall be paid the second pay period in March. If a request is not filed, payment shall be in the second pay period in March.

15.02 SALARIES

15.0201 Professional Salary Schedule

All bargaining unit members will remain on the steps they held for the 2012-2013 school year (steps are frozen vertically, columns are not frozen laterally) for the duration of this Agreement. The professional salary schedule for the 2013-2014 school year is attached as Exhibit D.

15.0202 Supplemental Salary Schedule

All members on the supplemental salary schedule will remain on the steps they held for the 2012-2013 school year (steps are frozen vertically) for the duration of this

Agreement. The supplemental salary schedule for the 2013-2014 school year is attached as Appendix E-1.

15.0203 Internal Substitution Pay

A member assigned to internal substitution shall be paid at the rate of twenty dollars (\$20.00) per hour.

15.03 SEVERANCE PAY

15.0301 A member who is employed in the District, and upon leaving the employ of the District, retires and participates in the State Teachers Retirement System, State of Ohio, shall receive severance pay in an amount equal to one-fourth ($\frac{1}{4}$) of the member's accumulated but unused sick leave to sixty-three (63) days in the 2013-2014 school year. It is recommended that members submit their intent to retire to the personnel office prior to March 1st.

15.0302 If eligible, payments shall be made within thirty (30) days of the teacher's last workday.

15.0303 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the member at that time.

15.0304 Retirement is defined as disability or service retirement under any state or municipal retirement system in the State of Ohio.

15.04 INSURANCES

The Board shall provide the following benefits through July 31, 2014:

15.0401 Health Insurance

A. The current health insurance plan or equivalent with the Board paying eighty-four percent (84%) of the single or family premium of the plan selected by the employee. The plan options shall be as follows:

1. Anthem Blue 5.0 PPO Plan
2. High Deductible plan with an embedded Health Savings Account

B. If a husband and wife are both employed by the Board, the Board shall be obligated to provide only one (1) family health insurance plan or two (2) single plans at one hundred percent (100%).

15.0402 Health Insurance Committee

A. A West Clermont Insurance Committee shall be established comprised of nine (9) members – three (3) members from WCEA; three (3) members from HOPE; and three (3) members representing the Board. The Committee shall meet annually with insurance consultants engaged by the Board of Education to review all aspects of the health insurance plan provided or to be provided by the Board, including but not limited to insurance carriers, plan options, co-pays and cost of plans.

B. The Insurance Committee shall review health insurance plan options in conjunction with the applicable provisions of the Master Contract regarding

health insurance to determine the health insurance plan to be implemented by the Board.

- C. If the Insurance Committee cannot agree upon a modification to the health insurance plan, then the current health insurance plan or available equivalency shall be implemented by the Board. If health care costs exceed ten percent (10%), the Board and the employee shall share the excess costs 50/50.

15.0403 Prescription Drug

The health plan provided by the Board shall include prescription drug coverage.

15.0404 Dental Insurance

The Board shall provide the current dental insurance for each member of the bargaining unit and pay eighty-four percent (84%) of the cost of said premium.

15.0405 Life Insurance

The Board shall provide the current life insurance plan or its equivalent and the principal amount will be fifty thousand dollars (\$50,000) for each member of the bargaining unit and the Board shall pay one hundred percent (100%) of the premium.

15.05 PART-TIME MEMBERS

Contracted part-time members of the bargaining unit paid on the teachers' salary schedule shall be covered for salary, sick and personal leave, hospitalization, major medical, drug, dental and life insurance (unless restricted by the insurance carrier) in proportion to the percentage of a standard contract day or contract year they worked (i.e., a person working one-half [1/2] day for the entire contract year shall have the Board contribute an amount equal to fifty percent [50%] of what it contributes for a full-time person for the same benefit).

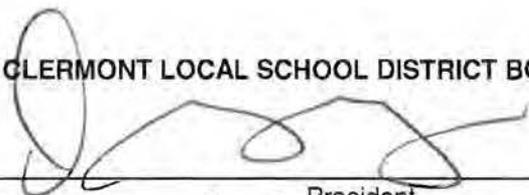
**ARTICLE 16:
CONCLUSION**

16.01 DURATION AND TERM OF CONTRACT

This Contract shall be effective August 1, 2013 and shall expire on July 31, 2014.

IN WITNESS THEREOF THE FOLLOWING REPRESENTATIVES DO AFFIX THEIR SIGNATURES.

WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

By  _____ 9/9/13
President Date
By Alana G. Cropper _____ 9/9/13
Treasurer Date

WEST CLERMONT EDUCATION ASSOCIATION:

By  _____ 9/10/13
President Date
By Todd A. Ger _____ 9/10/13
Treasurer Date

APPENDIX A

WEST CLERMONT LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

Definition: A grievance is a complaint involving the violation, misinterpretation, or misapplication of the contract entered into between the West Clermont Local School District Board of Education and the West Clermont Education Association.

Name of Member(s) _____ Date _____

Building _____

STEP ONE: ADMINISTRATOR

Date Grievance Occurred _____ Date of Informal Discussion _____

Article(s)/Provision(s) Violated _____

STEP TWO: ADMINISTRATOR

Statement of Grievance:

Relief Sought:

Signature of Member(s) _____

Date _____ Date Received by Administrator _____

Date of Hearing _____ Date Member(s) Notified of Hearing _____

Disposition of Administrator:

Signature of Administrator _____ Date _____

LEVEL THREE: SUPERINTENDENT

Position of Member(s): _____

Signature of Member(s) _____ Date _____

Date Received by Superintendent _____

Date of Hearing _____ Date Member(s) Notified of Hearing _____

Disposition of Superintendent: _____

Signature of Superintendent _____ Date _____

STEP FOUR: BOARD OF EDUCATION

Position of Member(s): _____

Signature of Member(s) _____ Date _____

Date Received by Superintendent _____

Date of Hearing _____ Date Member(s) Notified of Hearing _____

Disposition of Board of Education: _____

Signature of Board Treasurer _____ Date _____

STEP FIVE: ARBITRATION

Position of Member(s): _____

Relief Sought: _____

Signature of Member(s) _____ Date _____

Date Received by Board President _____

Disposition of Arbitration: _____

Signatures of:

Board Panelist _____ Date _____

Association Panelist _____ Date _____

Arbitrator _____ Date _____

APPENDIX B-1
WEST CLERMONT LOCAL SCHOOL DISTRICT
CERTIFIED/LICENSED PERSONNEL REQUEST FOR PERSONAL LEAVE

Directions: Please see conditions of personal leave policy listed below. Complete the form and submit to the building administrator.

Name _____ School _____

I request that I be granted release from my assigned school duties for personal leave on _____ (date)

Reason (as stated in Section 13.0203 listed below) _____

Employee's signature _____ Date _____

Request transmitted by:
Administrative signature _____ Date _____

Approved Reviewed by Personnel Office _____

Disapproved _____ Assistant Superintendent of Personnel _____ Date _____

CERTIFIED/LICENSED PERSONAL LEAVE POLICY

- 13.0201 Personal leave may be used for purposes necessary to the welfare of members of the bargaining unit, but cannot be used in lieu of sick leave or to extend professional leave or vacation.
- 13.0202 Three (3) days of personal leave shall be granted per school year. The written personal leave request is to be completed and given to the building administrator by the member no less than three (3) school days prior to the time personal leave is needed, except in an emergency situation. The building administrator shall then forward the request to the Assistant Superintendent of Personnel.
- 13.0203 Personal leave shall not be taken the day before the beginning of a vacation period, holiday or professional leave or the day after a vacation period, holiday or professional leave. Personal leave shall also not be granted for days scheduled as inservice, conference or member workdays state testing periods and/or semester or final exams, or the first or last ten (10) days except for the following:
- A. Accident or catastrophe involving family property.
 - B. Court appearance as litigant or witness.
 - C. Observance of religious holidays where total abstinence from work is required.
 - D. Attendance at graduation exercises or other ceremony honoring the member, the member's spouse or the member's child.
 - E. The wedding of the member or his/her attendance at the wedding of an immediate family member.
 - F. A wedding trip of the member.
 - G. Attendance at funerals of persons not within the immediate family.
 - H. Arranging for the purchase or sale of the member's real estate.
 - I. Appointment with an attorney.
 - J. Urgent personal problems of members of the employee's immediate family.
 - K. Extension of sick leave after exhaustion of accumulated sick leave.
 - L. Appointment with STRS or other State retirement system personnel.
 - M. Attendance at a professional association meeting as an official representative.
 - N. Other personal business not covered by the above as approved by the Superintendent as defined in Section 1.0303 of the Contract.
- 13.0204 Only ten percent (10%) of an administrator's certified/licensed staff requiring substitutes will be given personal leave on the same day.
- 13.0205 Unused personal leave days shall be rolled over into the member's sick leave accumulation to the maximum sick leave accumulation by the contract.

Copies: White - File Yellow - Payroll Pink - Employee Gold - Supervisor/Administrator

Account# _____

APPENDIX B-2
WEST CLERMONT LOCAL SCHOOL DISTRICT
PROFESSIONAL ASSIGNMENT REQUEST FORM

Name of applicant _____ School _____

Title of workshop/conference or location of professional visitation _____

Attach supporting information (e.g., letter, brochure, registration form)

Date of Meeting: from _____ through _____

Meeting is (check one)

Local

State

National

Location _____

School days involved _____ Substitute time required _____

*Indicate how your attendance will support or enhance your school's instructional program or improvement plan.

Core Curricula

High-yield instructional strategies

Assessments

Response to intervention

21st Century Skills

Other: _____

*You are expected to share what you learned with your principal and colleagues. How will you do that?

Faculty Meeting

Electronically

Grade Level Meeting

Just 1 Hour

Team Meeting

Principals' Meeting

Department Meeting

Other: _____

***REQUIRED**

Estimated Expenses		Approved by Superintendent
Registration	\$ _____	_____
Substitute Cost	\$ _____	_____
Meals	\$ _____	_____
Lodging	\$ _____	_____
Travel	\$ _____	_____
Other (specify)	\$ _____	_____
Total	\$ _____	_____

Applicant's signature _____

Date of request _____

Principal/Supervisor's Approval _____

Important Note: Reimbursement will be made upon receipt of expenses and travel expense reimbursement claim form. Reimbursement will not exceed the approved amount.

Assistant Superintendent _____

Recommended Yes No

Approved Not approved

Superintendent's Signature _____

Distribution:	White	Originator
	Yellow	Principal
	Pink	Board Office
	Gold	Superintendent

APPENDIX C

CONTINUING CONTRACT ELIGIBILITY

ORC 3319.08 Contracts for employment or reemployment of teachers.

(A) The board of education of each city, exempted village, local, and joint vocational school district and the governing board of each educational service center shall enter into written contracts for the employment and reemployment of all teachers. Contracts for the employment of teachers shall be of two types, limited contracts and continuing contracts. The board of each school district or service center that authorizes compensation in addition to the salary paid under section 3317.14 or 3317.141 of the Revised Code for the performance of duties by a teacher that are in addition to the teacher's regular teaching duties, shall enter into a supplemental written contract with each teacher who is to perform additional duties. Such supplemental written contracts shall be limited contracts. Such written contracts and supplemental written contracts shall set forth the teacher's duties and shall specify the salaries and compensation to be paid for regular teaching duties and additional teaching duties, respectively, either or both of which may be increased but not diminished during the term for which the contract is made, except as provided in section 3319.12 of the Revised Code.

If a board adopts a motion or resolution to employ a teacher under a limited or continuing contract and the teacher accepts such employment, the failure of such parties to execute a written contract shall not void such employment contract.

(B) Teachers must be paid for all time lost when the schools in which they are employed are closed due to an epidemic or other public calamity, and for time lost due to illness or otherwise for not less than five days annually as authorized by regulations which each board shall adopt.

(C) A limited contract is:

(1) For a superintendent, a contract for such term as authorized by section 3319.01 of the Revised Code;

(2) For an assistant superintendent, principal, assistant principal, or other administrator, a contract for such term as authorized by section 3319.02 of the Revised Code;

(3) For all other teachers, a contract for a term not to exceed five years.

(D) A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:

(1) Any teacher holding a professional, permanent, or life teacher's certificate;

(2) Any teacher who meets the following conditions:

(a) The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.

(b) The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

(c) The teacher has completed the applicable one of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

(ii) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

(3) Any teacher who meets the following conditions:

(a) The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

(b) The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

(c) The teacher has held an educator license for at least seven years.

(d) The teacher has completed the applicable one of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

(ii) If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

(E) Division (D) of this section applies only to continuing contracts entered into on or after October 16, 2009. Nothing in that division shall be construed to void or otherwise affect a continuing contract entered into prior to that date.

Notwithstanding any provision to the contrary in Chapter 4117. of the Revised Code, the requirements of division (D)(3) of this section prevail over any conflicting provisions of a collective bargaining agreement entered into on or after October 16, 2009.

(F) Wherever the term "educator license" is used in this section without reference to a specific type of educator license, the term does not include an educator license for substitute teaching issued under section 3319.226 of the Revised Code.

Amended by 129th General Assembly File No. 28, HB 153, §101.01, eff. 9/29/2011.

Amended by 128th General Assembly File No. 9, HB 1, §101.01, eff. 10/16/2009.

Effective Date: 07-13-2000

The amendment to this section by 129th General Assembly File No. 10, SB 5, §1 was rejected by voters in the November, 2011 election.

EXHIBIT D
WEST CLERMONT LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
 Effective 2013-2014

LD TUTORS = \$25.51

Yrs. Exp.	Non-Degree	B.A.	150 Sem. Hrs.	M.A.	M.A.+15	M.A.+30
0	31,371 0.9500	33,022 1.0000	34,673 1.0500	36,324 1.1000	37,975 1.1500	39,626 1.2000
1	32,715 0.9907	34,564 1.0467	36,417 1.1028	38,263 1.1587	40,115 1.2148	41,964 1.2708
2	34,062 1.0315	36,110 1.0935	38,157 1.1555	40,204 1.2175	42,252 1.2795	44,299 1.3415
3	35,409 1.0723	37,652 1.1402	39,900 1.2083	42,143 1.2762	44,391 1.3443	46,634 1.4122
4	36,753 1.1130	39,197 1.1870	41,641 1.2610	44,084 1.3350	46,528 1.4090	48,972 1.4830
5	38,101 1.1538	40,743 1.2338	43,381 1.3137	46,023 1.3937	48,665 1.4737	51,310 1.5538
6	39,445 1.1945	42,285 1.2805	45,125 1.3665	47,964 1.4525	50,804 1.5385	53,664 1.6245
7	40,792 1.2353	43,830 1.3273	46,865 1.4192	49,903 1.5112	52,944 1.6033	55,982 1.6953
8	42,136 1.2760	45,372 1.3740	48,608 1.4720	51,845 1.5700	55,081 1.6680	58,317 1.7660
9	43,483 1.3168	46,918 1.4208	50,349 1.5247	53,783 1.6287	57,221 1.7328	60,655 1.8368
10	44,827 1.3575	48,460 1.4675	52,092 1.5775	55,725 1.6875	59,357 1.7975	62,989 1.9075
11		50,005 1.5143	53,832 1.6302	57,666 1.7463	61,497 1.8623	65,327 1.9783
12		51,547 1.5610	55,576 1.6830	59,605 1.8050	63,633 1.9270	67,662 2.0490
13		53,093 1.6078	57,320 1.7358	61,543 1.8637	65,773 1.9918	69,997 2.1197
14		54,635 1.6545	59,060 1.7885	63,485 1.9225	67,910 2.0565	72,335 2.1905
20		56,180 1.7013	60,803 1.8413	65,426 1.9813	70,050 2.1213	74,673 2.2613
25		57,722 1.7480	62,544 1.8940	67,365 2.0400	72,186 2.1860	77,017 2.3323

APPENDIX E-1
WEST CLERMONT LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
 Effective August 1, 2013

POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
MIDDLE SCHOOL ATHLETIC DIRECTOR	0	1.00	5971
	1	1.05	6270
	2	1.10	6568
	3	1.15	6867
	4	1.20	7166
	5	1.25	7464
	6	1.30	7763
	7	1.35	8061
	8	1.40	8360
	9	1.45	8659
	10	1.50	8957
BASEBALL - HIGH SCHOOL HEAD COACH	0	1.00	2344
	1	1.05	2461
	2	1.10	2579
	3	1.15	2696
	4	1.20	2814
	5	1.25	2931
	6	1.30	3048
	7	1.35	3165
	8	1.40	3283
	9	1.45	3400
	10	1.50	3517
BASEBALL - HIGH SCHOOL ASST. COACH	0	1.00	1675
	1	1.05	1758
	2	1.10	1842
	3	1.15	1926
	4	1.20	2009
	5	1.25	2093
	6	1.30	2177
	7	1.35	2260
	8	1.40	2344
	9	1.45	2428
	10	1.50	2512
BASKETBALL - HIGH SCHOOL HEAD COACH (BOYS & GIRLS)	0	1.00	4070
	1	1.05	4273
	2	1.10	4476
	3	1.15	4680
	4	1.20	4883
	5	1.25	5087
	6	1.30	5290
	7	1.35	5494
	8	1.40	5697
	9	1.45	5901
	10	1.50	6104

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE

Page 2 of 12

POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
BASKETBALL - HIGH SCHOOL ASSISTANT & MIDDLE SCHOOL 7 TH & 8 TH GRADE COACH (BOYS & GIRLS)	0	1.00	2460
	1	1.05	2583
	2	1.10	2706
	3	1.15	2829
	4	1.20	2952
	5	1.25	3075
	6	1.30	3198
	7	1.35	3321
	8	1.40	3444
	9	1.45	3567
	10	1.50	3691
BOWLING - HIGH SCHOOL COACH	0	1.00	2460
	1	1.05	2583
	2	1.10	2706
	3	1.15	2829
	4	1.20	2952
	5	1.25	3075
	6	1.30	3198
	7	1.35	3321
	8	1.40	3444
	9	1.45	3567
	10	1.50	3691
CHEERLEADER ADVISOR - HIGH SCHOOL	0	1.00	2029
	1	1.05	2131
	2	1.10	2232
	3	1.15	2334
	4	1.20	2435
	5	1.25	2537
	6	1.30	2638
	7	1.35	2740
	8	1.40	2841
	9	1.45	2942
	10	1.50	3044
CHEERLEADER ADVISOR - MIDDLE SCHOOL	0	1.00	1138
	1	1.05	1195
	2	1.10	1251
	3	1.15	1309
	4	1.20	1366
	5	1.25	1422
	6	1.30	1480
	7	1.35	1536
	8	1.40	1593
	9	1.45	1650
	10	1.50	1707

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE

Page 3 of 12

POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
CROSS COUNTRY - HIGH SCHOOL HEAD COACH (CO-ED)	0	1.00	1725
	1	1.05	1812
	2	1.10	1898
	3	1.15	1984
	4	1.20	2071
	5	1.25	2156
	6	1.30	2243
	7	1.35	2329
	8	1.40	2416
	9	1.45	2502
	10	1.50	2588
CROSS COUNTRY - ASST, HIGH SCHOOL COACH & MIDDLE SCHOOL COACH (CO-ED)	0	1.00	1072
	1	1.05	1125
	2	1.10	1179
	3	1.15	1232
	4	1.20	1286
	5	1.25	1339
	6	1.30	1394
	7	1.35	1447
	8	1.40	1501
	9	1.45	1554
	10	1.50	1608
FOOTBALL - HIGH SCHOOL HEAD COACH	0	1.00	4557
	1	1.05	4784
	2	1.10	5013
	3	1.15	5241
	4	1.20	5468
	5	1.25	5696
	6	1.30	5924
	7	1.35	6152
	8	1.40	6379
	9	1.45	6607
	10	1.50	6836
FOOTBALL - HIGH SCHOOL ASSISTANT & MIDDLE SCHOOL HEAD COACH	0	1.00	2890
	1	1.05	3034
	2	1.10	3178
	3	1.15	3323
	4	1.20	3467
	5	1.25	3612
	6	1.30	3756
	7	1.35	3901
	8	1.40	4045
	9	1.45	4189
	10	1.50	4334

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE
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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
FOOTBALL - MIDDLE SCHOOL ASST. COACH	0	1.00	1535
	1	1.05	1612
	2	1.10	1689
	3	1.15	1765
	4	1.20	1842
	5	1.25	1919
	6	1.30	1996
	7	1.35	2073
	8	1.40	2149
	9	1.45	2226
	10	1.50	2303
GOLF - HIGH SCHOOL HEAD COACH (BOYS & GIRLS)	0	1.00	1557
	1	1.05	1635
	2	1.10	1713
	3	1.15	1791
	4	1.20	1869
	5	1.25	1947
	6	1.30	2025
	7	1.35	2103
	8	1.40	2181
	9	1.45	2258
	10	1.50	2336
GOLF - JUNIOR VARSITY COACH (BOYS & GIRLS)	0	1.00	934
	1	1.05	982
	2	1.10	1028
	3	1.15	1075
	4	1.20	1122
	5	1.25	1169
	6	1.30	1215
	7	1.35	1261
	8	1.40	1309
	9	1.45	1355
	10	1.50	1403
SOCCER - HIGH SCHOOL HEAD COACH (BOYS & GIRLS)	0	1.00	2785
	1	1.05	2924
	2	1.10	3063
	3	1.15	3203
	4	1.20	3342
	5	1.25	3480
	6	1.30	3620
	7	1.35	3759
	8	1.40	3899
	9	1.45	4038
	10	1.50	4177

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE

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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
SOCCER - HIGH SCHOOL ASSISTANT COACH (BOYS & GIRLS)	0	1.00	1771
	1	1.05	1859
	2	1.10	1948
	3	1.15	2036
	4	1.20	2125
	5	1.25	2214
	6	1.30	2302
	7	1.35	2391
	8	1.40	2479
	9	1.45	2567
	10	1.50	2656
SOFTBALL - HIGH SCHOOL HEAD COACH	0	1.00	2344
	1	1.05	2461
	2	1.10	2579
	3	1.15	2696
	4	1.20	2814
	5	1.25	2931
	6	1.30	3048
	7	1.35	3165
	8	1.40	3283
	9	1.45	3400
	10	1.50	3517
SOFTBALL - HIGH SCHOOL ASST. COACH	0	1.00	1675
	1	1.05	1758
	2	1.10	1842
	3	1.15	1926
	4	1.20	2009
	5	1.25	2093
	6	1.30	2177
	7	1.35	2260
	8	1.40	2344
	9	1.45	2428
	10	1.50	2512
SWIM - HIGH SCHOOL HEAD COACH	0	1.00	2217
	1	1.05	2328
	2	1.10	2438
	3	1.15	2549
	4	1.20	2659
	5	1.25	2771
	6	1.30	2882
	7	1.35	2993
	8	1.40	3103
	9	1.45	3214
	10	1.50	3326

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE
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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
SWIM - HIGH SCHOOL ASSISTANT	0	1.00	1137
	1	1.05	1194
	2	1.10	1252
	3	1.15	1309
	4	1.20	1366
	5	1.25	1422
	6	1.30	1480
	7	1.35	1536
	8	1.40	1593
	9	1.45	1650
	10	1.50	1707
TENNIS - HIGH SCHOOL HEAD COACH (BOYS & GIRLS)	0	1.00	1706
	1	1.05	1792
	2	1.10	1877
	3	1.15	1962
	4	1.20	2047
	5	1.25	2132
	6	1.30	2218
	7	1.35	2303
	8	1.40	2389
	9	1.45	2473
	10	1.50	2559
TENNIS - JUNIOR VARSITY COACH (BOYS & GIRLS)	0	1.00	1023
	1	1.05	1075
	2	1.10	1125
	3	1.15	1177
	4	1.20	1229
	5	1.25	1279
	6	1.30	1331
	7	1.35	1383
	8	1.40	1433
	9	1.45	1485
	10	1.50	1535
TRACK - HIGH SCHOOL HEAD COACH (BOYS & GIRLS)	0	1.00	2217
	1	1.05	2327
	2	1.10	2438
	3	1.15	2549
	4	1.20	2659
	5	1.25	2770
	6	1.30	2882
	7	1.35	2993
	8	1.40	3103
	9	1.45	3214
	10	1.50	3325

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE

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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
TRACK - H.S. ASST & MIDDLE SCHOOL COACHES (BOYS & GIRLS)	0	1.00	1812
	1	1.05	1903
	2	1.10	1993
	3	1.15	2084
	4	1.20	2175
	5	1.25	2265
	6	1.30	2355
	7	1.35	2446
	8	1.40	2537
	9	1.45	2627
	10	1.50	2718
VOLLEYBALL - HIGH SCHOOL HEAD COACH	0	1.00	2029
	1	1.05	2131
	2	1.10	2232
	3	1.15	2334
	4	1.20	2435
	5	1.25	2537
	6	1.30	2638
	7	1.35	2740
	8	1.40	2841
	9	1.45	2942
	10	1.50	3044
VOLLEYBALL - HIGH SCHOOL ASSISTANT & MIDDLE SCHOOL COACH	0	1.00	1717
	1	1.05	1803
	2	1.10	1889
	3	1.15	1975
	4	1.20	2060
	5	1.25	2146
	6	1.30	2232
	7	1.35	2318
	8	1.40	2404
	9	1.45	2490
	10	1.50	2576
WEIGHT ROOM SUPERVISOR			2660
WRESTLING - HIGH SCHOOL HEAD COACH	0	1.00	3233
	1	1.05	3395
	2	1.10	3556
	3	1.15	3718
	4	1.20	3880
	5	1.25	4042
	6	1.30	4204
	7	1.35	4365
	8	1.40	4527
	9	1.45	4688
	10	1.50	4850

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE

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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
WRESTLING - HIGH SCHOOL ASSISTANT & MIDDLE SCHOOL HEAD COACH	0	1.00	2357
	1	1.05	2475
	2	1.10	2593
	3	1.15	2711
	4	1.20	2828
	5	1.25	2946
	6	1.30	3064
	7	1.35	3182
	8	1.40	3300
	9	1.45	3418
	10	1.50	3535
WRESTLING - MIDDLE SCHOOL ASST. COACH	0	1.00	1720
	1	1.05	1806
	2	1.10	1892
	3	1.15	1978
	4	1.20	2063
	5	1.25	2150
	6	1.30	2236
	7	1.35	2322
	8	1.40	2408
	9	1.45	2494
	10	1.50	2580
ACADEMIC TEAM ADVISOR	0	1.00	2217
	1	1.05	2328
	2	1.10	2438
	3	1.15	2549
	4	1.20	2659
	5	1.25	2771
	6	1.30	2881
	7	1.35	2993
	8	1.40	3103
	9	1.45	3214
	10	1.50	3325
ANNUAL ADVISOR - HIGH SCHOOL	0	1.00	1835
	1	1.05	1927
	2	1.10	2019
	3	1.15	2111
	4	1.20	2203
	5	1.25	2295
	6	1.30	2386
	7	1.35	2478
	8	1.40	2569
	9	1.45	2661
	10	1.50	2753

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE
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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
ANNUAL ADVISOR - MIDDLE SCHOOL	0	1.00	835
	1	1.05	877
	2	1.10	919
	3	1.15	961
	4	1.20	1002
	5	1.25	1044
	6	1.30	1086
	7	1.35	1127
	8	1.40	1170
	9	1.45	1211
	10	1.50	1252
BAND DIRECTOR - HIGH SCHOOL	0	1.00	2789
	1	1.05	2928
	2	1.10	3067
	3	1.15	3207
	4	1.20	3347
	5	1.25	3487
	6	1.30	3626
	7	1.35	3765
	8	1.40	3905
	9	1.45	4044
	10	1.50	4183
BAND DIRECTOR - HIGH SCHOOL ASSISTANT	0	1.00	1858
	1	1.05	1951
	2	1.10	2044
	3	1.15	2137
	4	1.20	2230
	5	1.25	2323
	6	1.30	2417
	7	1.35	2510
	8	1.40	2603
	9	1.45	2696
	10	1.50	2789
CLASS ADVISORS - HIGH SCHOOL - FRESHMAN, SOPHOMORE, JUNIOR, SENIOR	0	1.00	851
	1	1.05	894
	2	1.10	937
	3	1.15	980
	4	1.20	1022
	5	1.25	1065
	6	1.30	1107
	7	1.35	1149
	8	1.40	1193
	9	1.45	1235
	10	1.50	1278

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE
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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
CLASS ADVISOR - HIGH SCHOOL PROM	0	1.00	455
	1	1.05	477
	2	1.10	499
	3	1.15	522
	4	1.20	544
	5	1.25	568
	6	1.30	590
	7	1.35	613
	8	1.40	635
	9	1.45	659
	10	1.50	681
DRAMA - HIGH SCHOOL COACH	0	1.00	2104
	1	1.05	2209
	2	1.10	2314
	3	1.15	2419
	4	1.20	2524
	5	1.25	2630
	6	1.30	2735
	7	1.35	2840
	8	1.40	2945
	9	1.45	3050
	10	1.50	3155
PERFORMING ARTS FACILITY COORDINATOR			3220
DRILL TEAM/PERCUSSION - HIGH SCHOOL ADVISOR	0	1.00	2305
	1	1.05	2420
	2	1.10	2535
	3	1.15	2650
	4	1.20	2765
	5	1.25	2881
	6	1.30	2996
	7	1.35	3111
	8	1.40	3226
	9	1.45	3342
	10	1.50	3457
INTRAMURALS - ELEMENTARY	0	1.00	1138
	1	1.05	1195
	2	1.10	1251
	3	1.15	1309
	4	1.20	1366
	5	1.25	1422
	6	1.30	1480
	7	1.35	1536
	8	1.40	1593
	9	1.45	1650
	10	1.50	1707

WEST CLERMONT EDUCATION ASSOCIATION MASTER CONTRACT
Effective August 1, 2013 Through July 31, 2014

WES1309T CLERMONT SUPPLEMENTAL SALARY SCHEDULE
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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
EXTRACURRICULAR/CLUB ADVISOR ELEMENTARY SCHOOLS - UP TO 6 POSITIONS MIDDLE SCHOOLS - UP TO 8 POSITIONS HIGH SCHOOLS - UP TO 10 POSITIONS			298
SCHOOL NEWSPAPER - HIGH SCHOOL	0	1.00	953
	1	1.05	1001
	2	1.10	1048
	3	1.15	1097
	4	1.20	1144
	5	1.25	1192
	6	1.30	1239
	7	1.35	1287
	8	1.40	1335
	9	1.45	1383
	10	1.50	1430
SCHOOL NEWSPAPER - MIDDLE SCHOOL	0	1.00	953
	1	1.05	1001
	2	1.10	1048
	3	1.15	1097
	4	1.20	1144
	5	1.25	1192
	6	1.30	1239
	7	1.35	1287
	8	1.40	1335
	9	1.45	1383
	10	1.50	1430
SCHOOL NEWSPAPER - ELEMENTARY	0	1.00	436
	1	1.05	458
	2	1.10	480
	3	1.15	502
	4	1.20	523
	5	1.25	545
	6	1.30	567
	7	1.35	589
	8	1.40	611
	9	1.45	632
	10	1.50	654

WEST CLERMONT SUPPLEMENTAL SALARY SCHEDULE

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POSITION	EXPERIENCE	INDEX	SALARY 2013-2014
STUDENT COUNCIL - HIGH SCHOOL ADVISOR	0	1.00	1380
	1	1.05	1449
	2	1.10	1518
	3	1.15	1587
	4	1.20	1656
	5	1.25	1725
	6	1.30	1794
	7	1.35	1863
	8	1.40	1932
	9	1.45	2001
	10	1.50	2069
VOCAL DIRECTOR/SHOW CHOIR - HIGH SCHOOL	0	1.00	2512
	1	1.05	2638
	2	1.10	2763
	3	1.15	2890
	4	1.20	3015
	5	1.25	3140
	6	1.30	3266
	7	1.35	3392
	8	1.40	3517
	9	1.45	3643
	10	1.50	3768
ASST. VOCAL DIRECTOR - HIGH SCHOOL	0	1.00	952
	1	1.05	1000
	2	1.10	1047
	3	1.15	1095
	4	1.20	1142
	5	1.25	1190
	6	1.30	1237
	7	1.35	1286
	8	1.40	1333
	9	1.45	1381
	10	1.50	1428

APPENDIX E-2

**WEST CLERMONT LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY PLACEMENT PROVISIONS**

Adopted 5/21/84
Revised 9/28/90

PROVISIONS

1. Personnel Presently Under Contract

Present personnel may receive a maximum of five (5) years for outside of district experience and all district experience provided the experience both inside and outside are comparable to his/her present assignment.

2. District Personnel Accepting Supplemental Position

All district experience and up to a maximum of five (5) years outside experience may be recognized provided all experience is comparable to his/her assignment.

3. Personnel Moving From Assistant to Head Person

Personnel who are serving as an assistant in a supplemental position and moves to the head position may not receive credit for the experience as an assistant.

Assistant coach moving to head coach position will receive one (1) year of credit on the head coach salary scale for every two (2) years of West Clermont assistant coaching experience in the same sport up to a maximum of the five (5) years experience level. Experience will be rounded up when necessary for calculation purposes.

4. Personnel New to District Accepting Supplemental Position

Personnel who come to the district and receive a supplemental contract may receive a maximum of five (5) years for outside of district experience provided the supplemental assignment is comparable to his/her outside experience.

5. District Personnel Moving From an Assistant to Another Assistant Position in the Same Activity (i.e. 8th Grade Basketball or 8th Grade Football to Varsity Assistant)

Personnel who move from one assistant position to that of another assistant position in the same activity may be given credit for all district experience and up to a maximum of five (5) years outside experience provided all experience is comparable.

6. District Personnel Contracted to Share Supplemental Position

Personnel who are assigned to share the responsibilities of a supplemental position may be placed on the salary schedule according to their experience and receive half of that amount.

EXPERIENCE

Experience for placement on the supplemental salary schedule shall be defined as experience gained while performing the approved supplemental assignment in accredited public schools or in Ohio accredited non-public schools.

All experience shall not exceed ten (10) years for payroll purposes.

APPENDIX E-3

WEST CLERMONT LOCAL SCHOOL DISTRICT
SUPPLEMENTAL PAY SCHEDULE

ATHLETICS	PAY SCHEDULE
MIDDLE SCHOOL ATHLETIC COORDINATOR	1/3 end of November, 1/3 end of March, 1/3 end of May
BASEBALL High School Head Coach High School Assistant Coach	End of May
BASKETBALL High School Head Coach - Boys & Girls High School Assistant - Boys & Girls Middle School 7 th & 8 th Grade - Boys & Girls	End of March*
BOWLING High School Coach	End of March
CHEERLEADER ADVISOR Middle & High School	Fall - End of November Winter - End of March
CROSS COUNTRY Middle & High School (Co-ed)	End of November
FOOTBALL Middle & High School Head Coach Middle & High School Assistant Coach	End of November
GOLF High School Head - Boys & Girls Junior Varsity - Boys & Girls	End of November
SOCCER High School Head - Boys & Girls High School Assistant - Boys & Girls	End of November
SOFTBALL High School Head - Boys & Girls High School Assistant - Boys & Girls	End of May
SWIM COACH	End of March*
TENNIS High School Head - Boys High School Head - Girls Junior Varsity Head - Boys Junior Varsity Head - Girls	End of May End of November End of May End of November
TRACK High School Head - Boys & Girls High School Assistant - Boys & Girls Middle School - Boys & Girls	End of May
VOLLEYBALL High School Head High School Assistant Middle School	End of November
WEIGHT ROOM SUPERVISOR	Summer - End of August Fall - End of November Winter - End of March Spring - End of May
WRESTLING Middle & High School Head Middle & High School Assistant	End of March*

*Written notification to the Treasurer must be received by November 1 to receive payment in two (2) installments - ½ end of December, ½ end of March

WEST CLERMONT SUPPLEMENTAL PAY SCHEDULE
Page 2 of 2

EXTRA CURRICULAR ACTIVITIES	PAY SCHEDULE
ACADEMIC TEAM ADVISOR	End of May
ANNUAL ADVISOR Middle & High School	End of May
BAND DIRECTOR High School High School Assistant	1/3 end of November, 1/3 end of March, 1/3 end of May
CLASS ADVISOR - HIGH SCHOOL Freshman, Sophomore, Junior, Senior, Prom	End of May
DRAMA ADVISOR - HIGH SCHOOL	End of May
DRILL TEAM ADVISOR - HIGH SCHOOL	1/3 end of November, 1/3 end of March, 1/3 end of May
ELEMENTARY INTRAMURALS	1/3 end of November, 1/3 end of March, 1/3 end of May
EXTRACURRICULAR/CLUB ADVISOR Elementary, Middle & High Schools	End of May
PERFORMING ARTS COORDINATOR	1/3 end of November, 1/3 end of March, 1/3 end of May
SCHOOL NEWSPAPER Elementary, Middle & High Schools	End of May
STUDENT COUNCIL ADVISOR - HIGH SCHOOL	End of May
VOCAL DIRECTOR/SHOW CHOIR - HIGH SCHOOL Assistant High School	1/3 end of November, 1/3 end of March, 1/3 end of May

*Written notification to the Treasurer must be received by November 1
to receive payment in two (2) installments - 1/2 end of December, 1/2 end of March

**Memorandum of Understanding
Teacher Evaluation System**

The West Clermont Local School District Board of Education ("Board") and the West Clermont Education Association ("Association") hereby execute this Memorandum of Understanding ("MOU") to address the legislative changes brought about by Am. Sub. HB 153 (September 29, 2011), Sub. SB 316 (September 24, 2012) and Am. HB 555 (March 22, 2013) and the Board's adoption of its Teacher Evaluation Policy.

WHEREAS, the aforementioned legislation requires the Board, not later than July 1, 2013, to adopt a standards-based teacher evaluation policy that conforms with the State Board of Education's standards-based framework for the evaluation of teachers, and which contains procedures for using evaluation results for retention and promotions decisions and for the removal of poorly performing teachers; and

WHEREAS, representatives of the Board and the Association have collaborated on the creation of a Teacher Evaluation Policy, which will be recommended to the Board for adoption on or before July 1, 2013; and

WHEREAS, the Board and the Association have agreed upon certain procedures and understandings for the implementation of the Board's Teacher Evaluation Policy for the 2013-2014 school year and the 2014-2015 school year and wish to memorialize those agreements and understandings in this MOU.

NOW, THEREFORE, the Board and the Association hereby agree as follows:

I. USE OF THE OTES MODEL

1. A Joint Evaluation Committee of administrators selected by the Board and teachers selected by the Association have met and will continue to meet to discuss the Board's Teacher Evaluation Policy and related matters as necessary and appropriate. The Joint Evaluation Committee shall make recommendations to the Board and Association from time to time, as necessary.
2. The evaluation procedures in the Board's Teacher Evaluation Policy and this MOU shall apply to "Teachers" as that term is defined in the Board's Teacher Evaluation Policy (which is attached to this MOU as Exhibit 1).
3. The Board and the Association are committed to using the Ohio Teacher Evaluation System ("OTES"), as it currently exists and may be amended from time to time, as the model for assessing teacher performance. To this end, the parties agree that the OTES Model will be followed for:
 - a. Calculating Teacher Performance on Standards
 - b. Calculating Student Growth Measures
 - c. Calculating the Final Summative Rating

- d. Professional Growth and Improvement Plans
 - c. Assessing Teacher Performance
 - f. The Formal Observation Process (including pre-conference, classroom observation, walkthroughs and post-conference)
 - g. Assessing Student Growth
4. The Board and the Association agree that the following OTES Resources will be utilized by the District, as necessary and appropriate, in evaluating teacher performance as part of the OTES Model:
- a. Self-Assessment Summary Tool
 - b. Professional Growth Plan
 - c. Improvement Plan
 - d. Improvement Plan Evaluation
 - e. Teacher Performance Evaluation Rubric
 - f. Informal Observation: General Form
 - g. Informal Observation: Open-Ended Form
 - h. Final Summative Rating of Teacher Effectiveness
 - i. The Ohio Teacher and Principal Evaluation System ("ETPES")
 - j. Any other OTES Resources that may be subsequently adopted into the OTES Model after review and consensus by the district evaluation committee.
5. For the 2013-2014 and 2014-2015 school years, all teachers shall be considered to have "comparable evaluations" for purposes of making reduction in force decisions. Comparability shall be defined in the Reduction in Force section of the Association Master Agreement.

II. OBSERVATION AND EVALUATION TIMELINES AND PROCEDURES

Each evaluation will result in an effectiveness rating in accordance with the State Board of Education framework. Teacher performance is evaluated during cycles of formal observations and classroom walkthroughs. Fifty (50) percent of the effectiveness rating will be attributed to Teacher performance through a process based upon the Ohio Standards for the Teaching Profession.

Teacher training of the process and the rubric and the assignment of a primary evaluator shall take place during one of the workdays prior to the start of each school year. In the case of a new teacher, training shall take place within thirty days of the first day worked. A teacher reassigned after the beginning of the work year shall be notified of his/her primary evaluator within two (2) weeks of the first day in the new assignment. During the teacher training, all OTES forms, shall be reviewed along with the rubric ratings.

The Board and the Association agree that the timelines and procedures for matters involving Teacher Training/Primary Evaluator, Self-Assessment, Observations Nos. 1, 2 and 3 (if needed), and walkthroughs are memorialized in attached Exhibit 2. The timelines set forth in Exhibit 2 shall be modified if any step in the teacher evaluation procedure cannot be adhered to because a teacher or evaluator is unavailable because of absence or approved leave. The step in the teacher evaluation procedure shall be completed within the same amount of time that the teacher and/or evaluator was not available due to absence or approved leave (i.e. if an evaluator/teacher is absent for five (5) work days, the step in the teacher evaluation procedure shall be conducted/completed within five (5) work days of the evaluator's/teacher's return to work).

No teacher shall be evaluated more than once annually. Accomplished teachers shall be evaluated every other year using the same processes as set forth in the OTES model with a minimum of two (2) formal observations to support each performance assessment.

A teacher shall be entitled to Association representation at any conference held in which a teacher is told of an impending adverse personnel action. Any violation of procedural due process may be challenged by the teacher through the grievance procedure.

III. RIF, PROMOTION AND REMOVAL DECISIONS

The Board may consider evaluations in reducing force pursuant to ORC 3319.17, in making promotion decisions, and in removing poorly performing teachers as outlined in ORC 3319.111, the Board's Teacher Evaluation Policy, and in compliance with the Association Master Agreement. For purposes of this MOU, the term "removal" shall mean termination for good and just cause pursuant to ORC 3319.16.

IV. ASSURANCE OF DATA RELIABILITY

Best practices of the Business Rules for Student Growth Measures as promulgated by the Ohio Department of Education shall be applied.

A subcommittee of the District OTES committee, an equal number of members appointed by the Association and administrators appointed by the Board, shall monitor Student Learning Objectives (SLO) and Student Growth Measures by grade levels and subject areas looking at the number of SLO's required of teachers, the use of shared attribution and reliance of the value added data. The committee is responsible for jointly recommending the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board. The committee should use a consensus process to come to resolution of concerns.

This MOU shall supersede and replace conflicting provisions of the Master Agreement between the Board and the Association.

SO AGREED:

WEST CLERMONT LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION:

 9/9/13
Superintendent Date

Alana G. Cropper 9/8/13
Treasurer Date

WEST CLERMONT EDUCATION
ASSOCIATION:

 9/10/13
Association President Date

Trudd D. Lee 9/10/13
Treasurer Date

West Clermont Local School District

Teacher Evaluation Policy

Teacher Evaluation Policy

Legal References: ORC 3319.111; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012); Am. Sub. HB 555 (March 22, 2013)

The Board of Education ("Board") of the West Clermont Local School District ("District") adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012.

Definition of "Teacher"

Notwithstanding Ohio Revised Code § 3319.09, this policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing student instruction.

Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating in accordance with the State Board of Education Framework.

Calculating Teacher Performance

Teacher Performance is evaluated during cycles of formal observations and classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a process based upon the *Ohio Standards for the Teaching Profession*.



West Clermont Local School District

Teacher Evaluation Policy

Reduction in Force and Promotion Decisions

Evaluations shall be considered when making reduction in force and promotion decisions.

Seniority shall not be a basis for making a reduction in force decision, except when making a decision between teachers who have comparable evaluations.

Removal of Poorly-Performing Teachers

The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

Evaluations shall be considered when the Board proceeds according to statute to remove poorly performing teachers.

Professional Development

The Board's plan for the allocation of financial resources to support professional development is as follows:

The Board will provide for the allocation of financial resources to support professional development to the extent required by State law and the State Board of Education evaluation framework.

Policy Adoption Date: Insert adoption date here

TEACHER PERFORMANCE FLOW CHART

STEPS	TIMELINE
Teacher Training/Primary Evaluator	During Pre-School Work Days
Self-Assessment	By September 15
Observation #1	By December 15
<ul style="list-style-type: none"> • Pre-Conference • Observation (minimum 30 minutes) • Post-Conference • Summary Submitted 	No more than 5 workdays before Within 5 workdays after observation Within 5 workdays of post-conference
Walk Through	No less than five minutes; no more than 30 minutes
Observation #2	By April 20
<ul style="list-style-type: none"> • Pre-Conference* • Observation (minimum 30 minutes) • Post-Conference • Summary Submitted 	Optional but, if held, 5 days prior Within 5 workdays after observation Within 5 workdays of post-conference
Walk Through	No less than five minutes; no more than 30 minutes
Observation #3 (If needed)	
<ul style="list-style-type: none"> • Pre-Conference • Observation (minimum 30 minutes) • Post-Conference • Summary Submitted in eTPES 	No more than 5 workdays before Within 5 workdays after observation Within 5 workdays of post-conference Finalized by May 1
	Written report to teacher by May 10

* Optional – drop in observation



MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WEST CLERMONT EDUCATION ASSOCIATION/OEA/NEA
AND THE
WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

This Memorandum of Understanding by and between the **WEST CLERMONT EDUCATION ASSOCIATION/OEA/NEA** (hereafter the "**Association**") and the **WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "**Board**").

WHEREAS, the Board of Education and the Association are parties to a Collective Bargaining Agreement (hereafter the "**Agreement**") extended by Amendment, the effective dates of which are August 1, 2013 through July 31, 2014.

WHEREAS, the Agreement contains language on the specific minutes for Professional Development;

WHEREAS, the Board of Education and the Association wish to temporarily provide flexibility in Article 12.0103 of the Agreement;

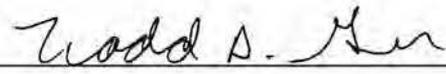
NOW THEREFORE, it is hereby **AGREED** that the Agreement is amended as follows to Permit the required flexibility for the 2013-2014 school year only:

Two hundred (200) minutes will be set aside on November 5, 2013, for professional development. This time is to allow teachers to meet necessary Ohio Department of Education online training requirements.

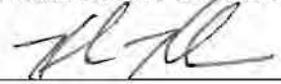
All other terms and conditions of the Agreement not addressed in this Memorandum of Understanding shall remain as current contract language.

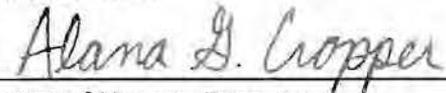
WEST CLERMONT EDUCATION ASSOCIATION/OEA/NEA

 9/10/13
President Date

 9/10/13
Treasurer Date

WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

 9/10/13
Superintendent Date

 9/10/13
Director of Human Resources Date