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## ***MASTER AGREEMENT***

between the

**CLERMONT NORTHEASTERN EDUCATION ASSOCIATION**  
an affiliate of the  
**OHIO EDUCATION ASSOCIATION**  
and the  
**NATIONAL EDUCATION ASSOCIATION**

and the

**BOARD OF EDUCATION**  
of the  
**CLERMONT NORTHEASTERN LOCAL SCHOOL DISTRICT**

***Effective:***  
***September 1, 2013 through August 31, 2015***

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**ARTICLE 1:  
RECOGNITION**

- 1.00** The Clermont Northeastern Local School District Board of Education, hereinafter referred to as the Board, recognizes the Clermont Northeastern Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated/licensed employees who are under contract with the Board for a full school year, including but not limited to, counselors, nurses, speech therapists, librarians, behavior specialists, technology coordinator, and dean of students, but excluding all substitute teachers and all full-time administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.
- 1.01** The Association recognizes that the Board is the duly elected public body charged by law with the authority and responsibility to establish the education policies of the Clermont Northeastern Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the school district shall be governed pursuant to 3313.20 and 3313.47 of the Ohio Revised Code. In addition, and subject to the limitations specifically set forth in this Contract, the Association recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management of the Clermont Northeastern Local School District as specified in Section 4117.08 of the Ohio Revised Code.

**ARTICLE 2:  
DEFINITIONS**

- 2.00** Day - means calendar day unless otherwise indicated.
- 2.01** Good Faith - The obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are negotiable. All parties are obliged to deal openly and fairly with each other. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counter proposals. Such obligation shall not require either party to change its proposal on any matter being negotiated.
- 2.02** Party - Party when used shall mean the Association and/or the Board.

## **ARTICLE 3: NEGOTIATION PROCEDURES**

### **3.00 Initiating Negotiations**

- A. All requests for the initiation of negotiations shall be made in writing at least ninety (90) days prior to the expiration of the Agreement. The request initiated by the Association shall be directed at the Superintendent; the request initiated by the Board shall be directed at the President of the Association. The written request for negotiations shall include:
  - 1. Date of letter
  - 2. Statement of matters to be discussed
  - 3. Time, place and date of three (3) proposed dates for the initial negotiation session.
- B. A written reply shall be sent by the receiving party within five (5) calendar days of receipt of said request. This letter shall include:
  - 1. Date of letter
  - 2. Date for the first session.
- C. All negotiations shall be in accordance with the reopener provisions of this Contract.
- D. The requesting party shall serve a copy of the request and the current Contract upon the SERB Board.

### **3.01 Negotiation Sessions**

The parties shall meet at a time and place as established under Section 3.00 of this Article for the first negotiation session. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session. All issues proposed for discussion shall be reduced to writing in comprehensive style by each party, the Board and the Association, and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not presented at the first meeting.

### **3.02 Negotiation Teams**

- A. Each team shall be made up of six (6) people of the party's choice. Each team shall designate a chairperson. All bargaining shall be done exclusively by said teams.
- B. The parties may call upon consultants to assist in preparing for bargaining and utilize them for consultation during bargaining sessions. The expense of the consultants shall be paid by the party requesting such. A limit of two (2) consultants may be used by each party in any one (1) session.

**3.03**      **Information**

The designated representatives of the Board and the Association agree to make available to each other upon written request within ten (10) days all available public information. The Treasurer shall provide the Association's agent the following as they become available:

- A. Training and experience grid
- B. Treasurer's monthly financial reports
- C. The most recent five year forecast
- D. Salaries for all administrative and exempt employees with any known increases
- E. Form 4502
- F. Annual Summary Report and rate increase data for all insurance coverage

**3.04**      **Caucuses**

Either groups shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one (1) hour unless otherwise mutually agreed.

**3.05**      **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 or as a final agreement by the parties until approved by the Board of Education and the Association.

**3.06**      **Agreement**

- A. When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President of the Association. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement.
- B. After the agreement is ratified and approved by both the Association and the Board it shall be executed by the parties.

**3.07**      **Impasse**

- A. In the event the parties have not reached an agreement forty-five (45) days prior to the expiration of the contract, either party may declare that an impasse exists. If an impasse is declared, the parties agree that they will contact the Federal Mediation and Conciliation Service and request the appointment of a mediator to assist them in reaching an agreement.

- B. If an agreement is not reached within thirty (30) days of the first meeting with the mediator, the parties shall notify the State Employment Relations Board and utilize the impasse procedures contained in 4117.14 of the Ohio Revised Code.
- C. Once the parties have completed the impasse procedures of 4117.14, O.R.C. and if an agreement still has not been reached, then the parties agree they will again meet with a mediator in an effort to resolve the dispute. If the dispute is not resolved within ten (10) days of the first meeting with the mediator after the completion of the impasse procedures contained in 4117.14, the impasse procedures set forth in this contract shall be deemed to have been fully completed and if not agreement has been reached between the parties and the effective date of the contract provisions at issue have expired and the Association has given the statutory notice to strike required by Chapter 4117, then, in that event only, the Association may exercise its statutory right to strike.
- D. This impasse procedure shall supersede and replace the impasse procedures contained in 4117 of the Ohio Revised Code.

**3.08 Interest Based Bargaining**

In addition to the traditional collective bargaining procedure outlined in this Article, the parties may, by mutual consent, negotiate by means of interest based bargaining.

**ARTICLE 4:  
TERMINATION OR NON-RENEWAL OF CONTRACTS**

**4.00 Termination of Contract**

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

**4.01 Non-Renewal of Contract**

- A. An officially adopted teacher evaluation program shall be maintained. The teacher may inspect his/her evaluation folder at any convenient time and may open his/her folder to inspection by his/her designated representative. When a teacher's limited contract is not to be renewed for reasons of poor performance, the evaluation folder shall reflect the reasons. The teacher may request, and will be granted, an interview with the principal or Superintendent regarding non-renewal and the teacher may be accompanied to this conference by an Association representative or other person of his/her choice. If the teacher desires to be accompanied by a representative, the principal or Superintendent shall be given advance notice to this effect.
- B. When non-renewal is for reasons other than poor performance, written reasons shall be given. If the teacher is not satisfied with the written reasons, the teacher shall have the opportunity to meet in executive session with the Board prior to official Board action.

**4.02** It is agreed that this provision shall supersede and replace the provisions of 3319.11 of

the Ohio Revised Code.

## **ARTICLE 5: FULL UNDERSTANDING**

This Contract represents the full understanding and commitment between the parties and replaces all previous oral or written contracts, agreements, or understandings. This Contract may be added to, deleted from or otherwise changed only by an amendment properly executed by each party to this Contract.

## **ARTICLE 6: COMPLAINT PROCEDURE**

- 6.00** If a parent or other member of the public has a complaint against the teacher, the complaint shall follow these guidelines:
- 6.01** The principal shall refer complaining person to the teacher.
- 6.02** If the complainant refuses to meet with the teacher, the principal will meet with the complainant. If the principal feels there is basis for the complaint after meeting with the complainant, then he shall meet with the teacher and inform the teacher of the nature of the complaint and give the teacher the opportunity to present his/her response to the complaint.
- 6.03** If a written reprimand is issued by the principal then the teacher shall be given the opportunity to present any rebuttal documentation and have same attached to the written reprimand.
- 6.04** The teacher may meet with the Superintendent concerning any written reprimand issued against him/her.
- 6.05** In the event that a parent or member of the public attempts to lodge a complaint directly with the Board of Education, the Board of Education shall refer the complaining party to the building administrator in accordance with this provision. The Board shall meet with the complaining party directly only after the complaining party has met with the building administrator and the Superintendent.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

- 7.00** Definitions
- A. Grievance Procedure A - An alleged violation, misinterpretation or misapplication of the written provisions of this Contract.
- B. Grievance Procedure B - An alleged violation of a Board policy, rule, or regulation and/or an administrative policy, rule or regulation.
- C. Grievant - A grievant shall be defined as the person who has allegedly been harmed by the alleged violation, misinterpretation or misapplication of this

Contract or an alleged violation of Board policy, rule, or regulation and/or an administrative policy, rule or regulation.

- D. Supervisor - Supervisor shall be defined as the person who allegedly caused the grievance. Supervisor shall be the individual with the authority to resolve the grievance.
- E. A grievant shall have the right of representation at any level of this procedure. This, however, shall be limited to a single representative at Steps One and Two of the procedure. If the grievant elects to be represented at these levels, the supervisor hearing the grievance may have the same.

## 7.01 Procedure

### A. Step One - Procedure A and B

Any person having a grievance shall first discuss such grievance with his/her immediate supervisor/designee. The person shall indicate to the supervisor/designee that this is Step One of the grievance procedure.

### B. Step Two - Procedure A and B

- 1) If this discussion at Step One does not resolve the grievance to the satisfaction of the employee, such grievant shall have the right to file a written grievance with the supervisor/designee involved in Step One. If said grievance is not filed within thirty (30) calendar days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. This waiver shall prevent the grievant from filing a grievance at a later date on the same issues on the basis that there is a continuing violation of the Contract. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision of the Contract allegedly violated, misinterpreted or misapplied. A copy of said grievance shall be filed with the supervisor/designee involved in Step One. The grievant shall have a right to request a hearing before the supervisor/designee at this level. It shall be at a time mutually agreeable to the grievant and his/her supervisor/designee.
- 2) The supervisor/designee shall take action on the grievance 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 by the principal/designee and sent to the grievant.

### C. Step Three - Procedure A and B (If supervisor is other than the Superintendent)

- 1) If the action taken by the supervisor/designee does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or his/her designee.
- 2) Failure to file such appeal within seven (7) calendar days from the receipt of the written decision of the supervisor/designee shall be deemed a waiver

of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) calendar days of the receipt of the request or at a mutually agreed date. The grievant shall be advised in writing of the time, place and date of said hearing and shall have the right to be represented at such hearing by a representative of the Association and the supervisor/designee may be represented by a person of his choice.

- 3) The Superintendent or designee shall take action on the appeal of the grievance within seven (7) calendar days after the conclusion of said hearing or within seven (7) calendar days of the receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the supervisor/designee.

**D. Step Four - Procedure B (If supervisor is the Superintendent)**

- 1) If the action taken by the Superintendent or his designee does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent or his designee and a copy filed with the Treasurer of the Board. Failure to file such appeal within seven (7) calendar days of receipt of the written decision of the Superintendent or his designee shall be deemed a waiver of the right to appeal. The Treasurer shall place the matter on the agenda for the next regular meeting of the Board in executive session. The grievant and the principal/designee shall each have the right to be represented at such meeting by a representative of their choice.
- 2) No evidence may be presented at this step of the grievance procedure that was not presented at Step Three.
- 3) The Board shall act upon such appeal not later than its next regular meeting. Copies of the written decision of the Board shall be sent to the grievant, Superintendent or his designee and the building principal/designee.
- 4) This is the final step of the grievance procedure for grievances filed under Grievance Procedure B.

**E. Step Five - Procedure A**

- 1) Only grievances defined under DEFINITIONS: Grievance Procedure A may be processed to this step of the grievance procedure.
- 2) If the teacher is not satisfied with the decision of the Superintendent, he/she may within five (5) calendar days of receipt of the written decision present the grievance to arbitration by giving written notice to the Superintendent/designee and to the American Arbitration Association.
- 3) The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The

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

- 4) The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor limit or interfere in any way with the powers, duties, and rules and regulations having the force and effect of law.
- 5) The costs for arbitration shall be shared equally by the Board and the Association (hearing and arbitrator).

## 7.02

### Miscellaneous

- A. A bargaining unit member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- B. The party requesting a stenographic record shall pay for the total cost thereof unless the other party agrees to share the cost.

7.03

**GRIEVANCE FORM**

NAME OF GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_

STATEMENT OF CAUSE OF GRIEVANCE INCLUDING CONTRACT PROVISION VIOLATED:

REMEDY REQUESTED:

\_\_\_\_\_  
Signature of Grievant (s) Date

\_\_\_\_\_  
Signature of Grievance Chairperson or President Date

## **ARTICLE 8: REDUCTION IN FORCE**

- 8.00** If it becomes necessary to reduce the total number of teaching positions from one school year to the next for declining enrollment on a district or building level, or due to a decline in enrollment at a program level over a period of two (2) of the preceding three (3) years, or for the reasons set forth in Ohio Revised Code section 3319.17, reduction by attrition will be used to the extent possible. If further reduction is required, limited contracts shall be suspended by teaching field affected. If it becomes necessary to reduce further after all limited contracts have been suspended, continuing contracts shall be suspended by teaching field affected. Preference shall not be given in making any reduction except between teachers with comparable evaluations.
- 8.01** Seniority for the purposes of this provision shall mean the number of continuous years of district service commencing with the most recent date of employment by the Board. Approved leaves of absence shall not be considered a break in seniority.
- 8.02** When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend action to reduce staff to the Association and the teachers prior to such action of the Board.
- 8.03** Teachers whose contracts have been suspended will be recalled in the reverse order the reductions were made. Seniority shall not be the basis of a recall except between teachers with comparable evaluations.
- 8.04** Displacement rights for those teachers whose contracts have been suspended shall be exercised by all teachers within the respective contract status (continuing or limited) with no limited contract teacher exercising displacement over continuing teachers. Displacement shall be limited to the least senior person assigned to a position which the reduced in force teacher is certified/licensed to teach. If he/she has more than one area of certification/licensure, he/she does not have a choice to displace the least senior person in either area, but will be limited to displace the least senior person regardless of the area of certification/licensure.
- 8.05** Any teacher whose contract is suspended pursuant to this Section of the Contract shall be placed on a priority list for reemployment for two (2) years. If a vacancy occurs in such a teacher's area of certification/licensure and if the teacher has taught within that area of certification/licensure within the last four (4) years, teachers meeting qualifications on the priority list will be offered the vacancy before outside applicants are considered.
- 8.06** If a teacher is certified/licensed for the vacant position but has not taught in that certification in the last four (4) years, he/she shall be considered as an applicant for the vacant position and will be interviewed for same.
- 8.07** If a teacher refuses an offered vacancy, his/her name shall be removed from the priority list and the Board's obligation hereunder terminated.
- 8.08** The Board has fulfilled its responsibility herein by sending a written notice of vacancy to a teacher on the list by certified mail at the last address left by the member.

Unclaimed, refused, or non-deliverable notices, as well as failure to respond within ten (10) days of the posting of the notice, shall constitute refusal of vacancy.

- 8.09** Teachers laid off shall be offered substitute positions that occur before other substitute teachers.

## **ARTICLE 9: INDIVIDUAL TEACHER CONTRACTS**

- 9.00** All teachers employed by the Board shall be issued individual contracts. The individual contracts shall include the following information:

- A. Name of Board
- B. Name of Teacher
- C. Type of Contract ... Limited/Continuing
- D. Number of years, if limited
- E. Salary, in (\$) for first year of a multi-year or continuing contract
- F. Basis for determining salary; i.e. BS + 6 years teaching experience
- G. Time period of contract

- 9.01** A general job description shall be provided.

- 9.02** Supplemental contracts shall be issued to teachers assigned supplemental duties for which additional pay is to be awarded. Such supplemental contracts shall include:

- A. Statement of duties
- B. Time period in which supplemental duties are to be performed
- C. Statement of amount of additional income for supplemental duties
- D. Statement of pay schedule

- 9.03** Upon hire at the Superintendent's and/or Board's discretion, the Board may grant up to the total amount of years of service earned by the teacher with a public board of education in the State of Ohio, for prior teaching experience earned outside of the State of Ohio, in private or public schools. Further, newly hired teachers may be granted up to fifteen (15) years of service credit for purposes of placement on the salary schedule for experience in employment in the private sector in an area directly related to the teacher's assignment.

- 9.04** Newly hired teachers with less than three (3) years teaching experience may be placed by the Superintendent and/or Board at up to Step 3 on the salary schedule. The teacher shall remain frozen at the placed step until such time as the teacher achieves the appropriate number of years of continuous service in the district, at which time the teacher will then proceed through the salary schedule according to the listed steps.

- 9.05** The Board and the Association shall strive to provide additional support to teachers new to the district, i.e. mentoring, and will jointly pursue the goals of improving the image of the school district and promoting unity to contribute to positive public relations for the school district.

- 9.06** The provisions of this Section are intended to supersede and replace any conflicting

provisions of Ohio Revised Code section 3317.13 and 3317.14, and any other conflicting section of the Ohio Revised Code relating to the granting of service credit and placement on the salary schedule.

**ARTICLE 10:  
CONTINUING CONTRACTS NOTIFICATION**

**10.00** Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the superintendent that the staff member is eligible for a continuing contract no later than November 15<sup>th</sup> of the school year in which their current limited teaching contract with the Board shall expire. Failure to notify the Superintendent by November 15<sup>th</sup> shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after November 15<sup>th</sup> shall not serve as the notice required by this Section for the following school year.

**10.01** A member whose initial teaching license was issued before January 1, 2011 becomes eligible for a continuing contract upon satisfaction of one of the following:

1. The member has been employed by the Board for a period of two (2) years and the member has previously attained continuing contract status in another Ohio public school district.
2. The member has been employed in the school district three (3) of the last five (5) years and has a professional license.
3. The member has been employed in the school district three (3) of the last five (5) years and has a professional license, and
  - A. If the member held his/her master's degree at the time of issuance of the initial license, the teacher has started and completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the license or license.
  - B. If the member did not hold a master's degree at the time of the issuance of the initial license, the member has started and completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the license or license.

A member whose initial teaching license was issued after January 1, 2011 becomes eligible for continuing contract upon satisfaction of the following:

1. 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.
2. The teacher has held an educator license for at least seven years.
3. The teacher has completed the applicable one of the following:

- a. 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;
- b. 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.

- 10.02** A member may withdraw his/her request for a continuing contract at any time prior to Board action on the contract renewal.
- 10.03** The provisions of this Section are intended to and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contract.

## **ARTICLE 11: MULTIPLE CERTIFICATION**

- 11.00** Teachers who commence their employment with the Board of Education for the 2004-2005 school year and thereafter shall, as a condition of continued employment, renew and maintain all licenses in effect at the time of the date of initial hire, and all licenses whose effective date is on or after September 1, 2004. All teachers currently employed by the Board of Education shall be required to maintain all licenses in effect as of September 1, 2004 and any license whose effective date is on or after September 1, 2004.
- 11.01** The teacher shall be responsible for paying all fees associated with the renewal of the licenses of the teacher's then current assignment ("Current License"). The Board will pay all state fees for renewal of licenses in areas other than the teacher's current teaching assignment ("Additional License"). The Board of Education shall be responsible for the costs of coursework or other LPDC approved activities required to renew the Additional License. The Board of Education shall only be responsible for the payment for the minimum amounts necessary for renewal, i.e. six (6) hours of coursework or its equivalent. The Board of Education shall also only be responsible to the extent that the coursework or LPDC activities required are in excess of the amounts necessary to renew the Current License.
- 11.02** The Board of Education and the Association shall encourage the LPDC to allow multiple credits for coursework or other LPDC approved activities.
- 11.03** The Board of Education, in its discretion, may determine whether it will require a teacher to maintain an Additional License. Should the Board of Education determine that it will not require the teacher to maintain the Additional License, the teacher may renew the Additional License but shall be solely responsible for any costs associated

with that renewal.

- 11.04 This provision shall not apply to a conditional, alternative, substitute or temporary license.

## **ARTICLE 12: TEACHER SUPPORT AND PROTECTION**

- 12.00 It shall be the policy of the Board and its administrative staff to support and protect teachers in their attempts to carry out Board policy and rule or regulation. In this regard teachers will be excused from duty at no loss in pay for any necessary court appearances resulting from a line of duty incident. Such absence is not to be charged to any other form of leave.
- 12.01 A teacher disabled as a result of a line of duty incident shall be returned to the same position as held at the time of the incident, if at all possible.
- 12.02 No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless it is done pursuant to the complaint procedure.

## **ARTICLE 13: TEACHER ASSIGNMENT NOTIFICATION**

By August 15 of each year, teachers shall be informed of their specific building, grade level, teaching schedule and subject area assignments. Changes after August 15 shall be kept to a minimum. If the teacher prefers not to accept a change in assignment from that contained in the August 15 notice, the teacher may resign without penalty.

## **ARTICLE 14: VACANCIES**

- 14.00 **Promotional Vacancies** - Whenever any vacancy in any promotional position in the district shall occur, not involving transfer of existing administrative personnel, the administration shall publicize such vacancy by giving written notice to all the professional staff through email, which shall contain the job description and qualifications needed, as far in advance of the appointment as possible and ordinarily at least thirty (30) days in advance.
- 14.01 Promotion shall be defined as an advancement upward on the Board adopted organizational chart.
- 14.02 **Teacher Vacancies and Transfers** - Confidential requests by a teacher for transfer to a different class, building, or position for the subsequent school year shall be made in writing and submitted to the Superintendent by March 1<sup>st</sup>. The application shall set forth the building or position sought, and the applicant's academic qualifications. Requests should be reviewed by the Superintendent and the building principals in determining reassignments. Such confidential requests shall be renewed once each year to assure active consideration by the Superintendent.
- 14.03 Qualifications for positions (including promotional vacancies) shall not be changed

once the posting for the positions is issued.

- 14.04** Whenever a vacancy arises, or is anticipated, the Superintendent shall promptly notify the staff through the staff email. Equal consideration will be given to emails or letters of request for a transfer and responses to vacancy notices for the first day of summer recess through July 31<sup>st</sup>. Until July 10<sup>th</sup>, notice shall not be less than ten (10) days in advance of appointment. From August 1<sup>st</sup> to the first day of inservice for teachers, vacancy notices will not be sent, and the Superintendent shall give the same level of consideration to letters or email correspondence requests for transfers as are given to responses to vacancy notices at other times of the year.
- 14.05** Recommendations to fill vacancies shall be made on the basis of experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district or outside the district shall not be awarded such position unless his qualifications shall be superior. "Service" in the district, for purposes of the agreement, shall mean continuous employment in the district, irrespective of tenure status, and shall include all periods when the teacher was on professional leave of absence.
- 14.06** Involuntary teacher transfers shall be avoided unless, in the judgment of the Superintendent, they are in the best interests of the district.
- 14.07** Involuntary teacher transfers that require the transferred teacher to earn an additional license should be avoided. If an additional license is required the Board of Education shall be responsible for the costs of the coursework or other LPDC approved activities required to obtain the additional license. The Board shall also pay for the license fee related to the license.

## **ARTICLE 15: TEACHER EVALUATION**

- 15.00** Teachers not meeting the statutory definition of a teacher shall be evaluated in accordance with Article 15. Teachers meeting the statutory definition of teacher shall be evaluated in accordance with the Board adopted policy and any associated memoranda of understanding entered into by the parties. If a teacher is on intermittent leave, e.g., sick leave or personal leave, or any other approved leave of absence, which prevents or effectively prevents the performance of any of the observations or evaluations as required by this Article or Board Policy, those observations and evaluations may be performed outside of the time periods required.
- 15.01** Upon the request of either the Board or the Association there shall be a review of existing evaluation procedures. A committee shall be established consisting of three (3) Board representatives and three (3) teacher representatives appointed by the Association executive committee for the purpose of carrying out the above-mentioned review and mutually developing any desired recommendations to the Board.
- 15.02** Non-OTES teachers who have thirty (30) or more years of continuous service with the district may be exempted from the normal evaluation procedure at the discretion of the building principal.
- 15.03** A. By September 30 of each year each principal will meet with every teacher

personally or in a group to explain the evaluation process. The number and frequency of observations and evaluations for teachers not meeting the statutory definition of teachers shall be the same as those for teachers meeting the statutory definition of teacher.

- B. Accommodations may be made for teachers on scheduled sick leave, FMLA or child care leave which may result in the performance of any of the observations and/or evaluations outside of the time period set forth herein. Regardless of the above, the teacher and the evaluator may mutually agree to waive the evaluations and/or observations due to intermittent leave or other leaves of absence that may not be scheduled. Nothing herein shall prohibit the Board from performing more than the minimum number of observations or evaluations prescribed by this Article.

- 15.04** For all teachers, the evaluating administrator shall indicate on the summative evaluation what his/her contract recommendation will be for the following school year, where applicable.
- 15.05** Teachers who are on a leave of absence may not be non-renewed solely due to the taking of a long term leave of absence. This prohibition shall not apply if the inability to perform any of the observations and/or evaluations continues for two (2) consecutive years.
- 15.06** This provision does not apply to teachers on sabbatical leave.
- 15.07** The evaluation procedure set forth herein and the provisions of this Article are intended to supersede any conflicting provisions of Ohio Revised Code 3319.11 and 3319.111.

#### **ARTICLE 16:** **DISPOSITION OF COMMITTEE RECOMMENDATIONS**

- 16.00** Whenever district-wide committees commissioned by the Board of Education, Superintendent, Curriculum Director, or other administrator on which teachers are members, are formed by the Administration to study, advise, recommend, or propose changes which affect teachers, the Association President shall be notified of the formation of such committees and shall be asked to appoint three (3) teachers to serve on such committees. The Association President shall be sent copies of the committee's reports. Administrative decisions relative to the implementation of such committee reports shall be transmitted to the committee and to the Association President.
- 16.01** When building level committees are formed, the Association building representative will be notified in writing of the creation of the committee and asked to appoint one (1) member working in the building to the committee.
- 16.02** Upon request from the Association, the Association may provide Association input to the Board on possible tax levies.

#### **ARTICLE 17:** **CURRICULUM INPUT**

Prior to making changes in the school curriculum, teachers who may be affected by the proposed curriculum change shall be given the opportunity to provide input on the proposed curriculum change.

## **ARTICLE 18: PERSONAL LEAVE**

- 18.00** The Board of Education recognizes that it is their responsibility to assure quality teaching every day to all students in the district, and that the experience of human affairs unavoidably requires the employee to be absent from work on rare occasion. The Board, therefore, authorizes emergency leave for special reasons with pay, not to exceed three (3) unrestricted days for personal use. This is non-cumulative and for each full time employee of the district in accordance with the conditions of this Section.
- 18.01** Leave will not be deducted from the number of accumulated personal sick leave days.
- 18.02** Days requested for the working day immediately preceding or following a vacation, or other holiday or during the State testing period within the teacher's assigned building, shall be granted only for the reasons set forth in A-F below or any emergency reason approved by the Superintendent.
- A. Religious holidays;
  - B. Examination connected with college degrees;
  - C. Mandatory court appearances (except when the employee is found guilty of a crime);
  - D. Necessary legal or business matters that cannot be attended to after school hours, on Saturday or during vacation periods;
  - E. Urgent or unusual personal family obligations such as adoptions, weddings or graduations. Family is defined as husband, wife, children, father, mother, brother, sister, grandparent, or another close relative.
  - F. Funerals and illnesses not otherwise covered by Article 33.
- 18.03** Leave will not be granted for less than one-half (½) day.
- 18.04** Leave will not be granted on days when a regularly scheduled district meeting has been called except in extreme emergencies.
- 18.05** Request for approval for emergency leave shall be made to the supervisor or building principal by checking the appropriate place on the approved emergency leave application form at least forty-eight (48) hours prior to the date of the beginning of the leave.
- 18.06** A maximum of ten percent (10%) of the teachers in any one building may be on personal leave on the same school day. Nevertheless, if the maximum number of teachers are on personal leave in any one building on any one day has been reached and an emergency occurs requiring the use of personal leave, the leave shall be granted.
- 18.07** The supervisor or building principal may consider staff absences for field trips, professional days and sick leave when reviewing a request for personal leave that is

not an emergency request.

- 18.08** A "Record of Absence" form will be provided by the administration upon request of the employee. Forms shall be available in each building. The form must be properly completed and submitted for the request to be given consideration.
- 18.09** If time did not permit the employee to file a leave request before taking leave, verbal request, with rationale for the leave, will be communicated to the principal, the appropriate administrator or Superintendent. The leave application shall be completed immediately upon the employee's return.
- 18.10** At the conclusion of the school year, any unused personal days will be converted to sick leave days and added to the bargaining unit member's sick leave balance, provided that the employee does not already have the maximum number of sick days allowed.

### **ARTICLE 19: NON-COMPENSATED LEAVE OF ABSENCE**

- 19.00** Any contract teacher, who has served in the Clermont Northeastern School District three (3) years, upon written application to the Superintendent, will be considered, and may be granted a leave of absence from the Board of Education, without pay, for a maximum of two (2) years. This leave may be granted for professional study and/or growth, serious illness to his/her immediate family (spouse, children, parent(s), or other reasons(s) justifiable to the Board of Education. Such leave may be renewed at its expiration.
- 19.01** Teachers wishing to request a leave of absence for professional study must do so in writing to the Superintendent no later than April 15 of the preceding year.
- 19.02** Teachers on leave shall have their contracts remain in full force and effect, except as provided for Ohio Revised Code section 3319.17, during the period of such leave upon satisfactory evidence of having accomplished the purpose of the leave. If the leave is for professional study, a limited contract teacher on said leave, upon his/her return, shall be granted a one (1) year limited contract for the year following the leave of absence. In no event will the Board be obligated to grant a one year limited contract for the next succeeding school year. In no event will the Board be obligated to grant a teacher returning from this leave a continuing contract until the teacher has worked for at least one (1) year on a limited contract after his/her return from this leave. This provision is intended to supersede the conflicting provisions of Ohio Revised Code Sections 3319.08 and 3319.11.
- 19.03** Upon return to duty, such teachers shall be reassigned to their former grade level, subject area, and classroom, if in the judgment of the Superintendent and/or principal, with good faith intent, the reassignment is in the best interest of the students of the district.
- 19.04** Teachers on leave of absence must notify the Superintendent by April 15 whether or not they intend to return to work in the district the following year. Failure to do so shall be deemed a resignation of employment by the teacher. The Board will notify the teacher by certified mail of the deadline.

- 19.05 To be granted a leave of absence, a teacher must be under contract for such period.
- 19.06 No increment of experience credit shall be granted during such leave of absence.
- 19.07 There shall not be a break in seniority.
- 19.08 This does not reduce the rights of individuals for a leave of absence due to illness.
- 19.09 Any member placed on medical leave without pay may continue to participate in any and all of the group insurance plans provided that he/she pays one hundred percent (100%) of all his/her premiums of his/her choice in advance each month.
- 19.10 The provisions of Article XIX are intended to and shall supersede any conflicting provisions of Ohio Revised Code including but limited to Sections 3319.08, 3319.11, 3319.111, 3319.13, 3319.131 and 3313.202.

**ARTICLE 20:**  
**ATTENDANCE AT PROFESSIONAL MEETINGS AND CONFERENCES**

- 20.00 Absence from school, with or without pay, may be authorized by the Superintendent to permit employees to attend local, district, state and national meetings and conferences of a professional nature including the OEA Representative Assembly.
- 20.01 Any request for attendance at a meeting or a conference for which Board paid expenses or partial Board paid expenses are sought, shall be approved by the Board of Education in advance of attendance at such meeting or conference.
- 20.02 Initial requests for permission to be absent from school to attend any professional meeting will be made to the building principal. Final authorization for attendance at any professional meeting or conference shall be obtained prior to the absence from the building principal or local Superintendent. These requests can be approved or disapproved by the Board of Education. These guidelines are developed under Section 3313.20 of the Ohio Revised Code which allows school employees to receive compensation and expenses for days on which he/she is excused in accordance with the policy statement of the Board.
- 20.03 Professional meetings are defined as conferences, meetings, workshops, and seminars which update the employee and/or are designed to help the employee do his/her job better and/or attend the OEA Representative Assembly.
- 20.04 The application form requesting attendance prior to attendance at any professional meeting will be completed by the employee and given to the principal or supervisor who will then indicate in writing his approval or rejection. The principal or supervisor will then forward the application to the Superintendent.
- 20.05 Expenses allowable are actual reasonable expenses for motel/hotel as defined below, travel expenses equal to the prescribed Internal Revenue Service reimbursement rate per mile, or the exact bus, rail or airfare, plus actual parking charges, and required registration fees. Expenses for food shall not exceed a reasonable amount with the maximum reimbursement for food being thirty dollars (\$30.00) per day, based on

supporting receipts. Expenses will not be paid to teachers attending the OEA Representative Assembly.

- A. All expenses for mandated meetings shall be paid by the Board.
- B. Hotel or motel reimbursement at Holiday Inn style or comparable facilities may be allowed for non-mandatory meetings.
- C. No motel or hotel expenses will be reimbursed which are incurred within fifty (50) miles of the school administration office.
- D. A membership fee is an individual responsibility, registration fees may be allowed.

Forms will indicate the following:

- A. Who is attending the meeting
- B. Type of meeting
- C. Time and place
- D. Estimated and actual cost of attending the meeting
- E. Evaluation and value of meeting

Criteria for consideration of requests shall include:

- A. The value of the meeting to Clermont Northeastern pupils
- B. The professional growth value to the person attending
- C. The value to the school through oral or written communication
- D. The value of improving the school program and/or general morale of the school
- E. The need to keep within the budget
- F. The financial condition of the school district and funds available

- 20.06** Upon return from professional leave, the teacher must fully complete the appropriate forms and file them with the Superintendent. If requested, the employee on leave shall share the knowledge gained by him/her at said professional meeting with the rest of the teaching and administrative staff.

## **ARTICLE 21: SUBSTITUTE PAY FOR REGULAR TEACHERS**

- 21.00** When teachers are absent from duty it shall be the policy of the district to employ teachers from the substitute list in all cases when substitutes are available.
- 21.01** When a teacher is requested by the principal to substitute during his/her planning period for an absent teacher, the teacher so substituting shall be reimbursed at the rate of fifteen dollars (\$15.00) per period/hour.
- 21.02** When a teacher is asked by the principal to supervise a classroom during his/her planning period, the teacher will be paid fifteen dollars (\$15.00) per period/hour. If a classroom unit is divided by the principal for supervision by two or more teachers, each teacher will be paid the same fractional part of fifteen dollars (\$15.00) per period/hour as the classroom unit was divided.
- 21.03** A. When a teacher is absent and the principal is unable to obtain a substitute he/she shall ask those teachers who have planning periods to supervise said

classroom unit. In the event that no teacher is available, the principal may, at his/her discretion, place that classroom unit in an existing study hall provided the total number of students in the study hall does not exceed a ratio of one hundred (100) students to one (1) teacher.

- B. If the ratio exceeds one hundred (100) students to one (1), the principal shall ask a teacher on his/her planning time to voluntarily supervise the absent teacher's students in his/her own classroom for study hall purposes only. The teacher shall be paid the contracted internal substitution rate. If there are no volunteers to perform the internal substitution, the principal shall have the authority to assign the duty to a teacher. This assignment shall be done on a rotating basis from teachers available during that particular period of the day.

- 21.04** If a teacher is asked by the principal to supervise an additional classroom unit for the day, said teacher shall be paid at the same rate as a substitute teacher.

### **ARTICLE 22: PAY PERIODS**

- 22.00** Members of the bargaining unit shall be paid on the basis of twenty-six (26) pays. Payment method is direct deposit. Bargaining unit members may designate up to five (5) institutions to which subdivisions of the pay amount may be deposited.

### **ARTICLE 23: STRS PICK-UP**

- 23.00** Effective with ratification and signature of the Contract, the Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid. The procedure shall be as follows:

- 23.01** The Board shall designate each teacher's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board, although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick up," nor shall the Board's total contribution to the STRS be increased thereby. There shall be no increased cost to the Board, except administrative costs necessary to implement this program.

- 23.02** This pick-up plan is to be effective upon ratification and signature of the contract by the parties, with implementation for the pay following the above action of the parties. If there is an adverse determination by courts, this pick-up provision shall be null and void.

- 23.03** The members of the bargaining unit acknowledge that the Board is not liable as the result of the implementation of this program and that the employees shall assume any liability as the result of an adverse ruling by the Internal Revenue Service.

### **ARTICLE 24:**

## **MILEAGE**

The Internal Revenue Service prescribed reimbursement rate per mile shall be the reimbursement to staff members who must drive in order to carry out the performance of school related activities.

## **ARTICLE 25: POLICY ON STUDENT TEACHERS**

- 25.00** If the Board of Education receives an honorarium or stipend directly from the college/university for services rendered by a bargaining unit member as a supervising teacher for a student teacher, the Board shall pay those monies to the supervising teacher as a stipend, with the deduction of all appropriate taxes and withholdings.
- 25.01** The Board Treasurer and Superintendent are authorized to enter into a written agreement with the respective college/university for such purposes.

## **ARTICLE 26: SCHOOL CALENDAR**

Before adopting a school calendar the Board shall give the Association the opportunity to provide its input on this matter.

## **ARTICLE 27: WORK YEAR**

The teacher work year shall be one hundred eighty-three (183) days in length for the duration of this Contract. Of these one hundred eighty-three (183) days, one hundred seventy-eight (178) days shall be days when students are scheduled to attend school. The remaining days shall be for teacher in-service and/or parent conference days.

## **ARTICLE 28: WORKDAY**

- 28.00** The regular teacher workday shall be seven (7) hours and twenty (20) minutes.
- 28.01** Each member of the bargaining unit shall have thirty (30) minutes uninterrupted duty-free lunch. The providing of a lunch period shall not be cause for the lengthening of the school day.
- 28.02** All members who work full time at an elementary school and who are classroom teachers shall be granted a minimum of two hundred (200) minutes per week of planning time during the workday which shall include time when their pupils are being instructed by special area teachers and/or at recess, except when it is the member's duty to supervise the recess.
- 28.03** The administration shall arrange schedules so that each full-time elementary classroom teacher has thirty (30) continuous minutes of planning time per day during the workday.

- 28.04** All members who work full time in the secondary schools and who are classroom teachers shall have a daily planning period. This planning period shall be equivalent to one (1) regularly scheduled class period in length during the student day.
- 28.05** When the start of school is delayed due to a calamity or an alternate schedule, it is understood and agreed that teachers whose planning period is affected may not receive a plan period or may receive a plan period less than a full period. To avoid the same teacher being affected each time, administrators shall make a reasonable effort for alternate schedules to not affect the same period each time an alternate schedule is planned.
- 28.06** Necessary meetings with parents may be scheduled by the teacher or the principal, at the convenience of the teacher in a timely manner, within the regular teacher workday and scheduled parent/teacher conference days.
- 28.07** Teachers may be required to attend one (1) faculty meeting per month for a period of up to sixty (60) minutes, which may occur outside the regularly scheduled workday. A schedule of staff meeting dates shall be provided to the teachers at the beginning of the school year. If those dates need to be changed, at least five (5) days notice will be provided in advance of the new meeting date. Time not used in one month will not carry over into succeeding months.

## **ARTICLE 29: SABBATICAL LEAVE**

- 29.00** Any member who has completed at least five (5) years of service with the district may be granted a sabbatical leave of absence with pay for professional study and/or research and/or professional improvement for one (1) full year.
- 29.01** A member shall submit his/her application for sabbatical leave at least sixty (60) calendar days prior to the beginning of said leave. The application for sabbatical leave shall include an outline of the program of study or research to be pursued, or the proposal for professional improvement. Applications shall be filed with the Superintendent or his designee for approval. Each applicant shall be notified by the Board of its disposition of his/her request within thirty (30) calendar days of the Superintendent's receipt of said request.
- 29.02** No more than five percent (5%) of the bargaining unit may be granted sabbatical leaves at any one time. No member shall be granted sabbatical leave more often than once for each five (5) years of service. Each member returning from sabbatical leave shall be returned to a position within his/her area of certification.
- 29.03** Upon return to service of a member at the expiration of such leave, he/she shall resume the contract status which he/she held prior to such leave with continuation of seniority.
- 29.04** The pay received on leave shall not exceed the difference in pay between his/her salary and the replacement.
- 29.05** A member returning from sabbatical leave shall serve the district through the end of the school year following the year in which sabbatical leave was taken. A member

may reduce the compulsory service time by paying to the Board, for each month of reduction, an amount equal to one-ninth (1/9) of the compensation paid to the member during the leave. Members may eliminate any portion, or all, of the return service requirement by means of the prorated payback.

- 29.06** While on leave the teacher may maintain his/her insurance by paying monthly premiums to the Board Treasurer.
- 29.07** In event there is no replacement, the Board will pay the Bachelor's base salary and teacher's salary difference.
- 29.08** Approved sabbatical leaves of absence shall count on seniority but not on the salary schedule.

### **ARTICLE 30: CHILD CARE LEAVE**

- 30.00** A teacher desiring child care leave must request such leave within two (2) weeks after the birth of his/her child. Said leave shall commence the day after the expiration of the teacher's sick leave or medical leave without pay and shall continue for the remainder of the semester in which the leave is requested. If there are less than sixty (60) workdays remaining in the semester in which the leave is requested, the teacher may, at his/her option, request that this leave extend to the end of the succeeding semester.
- 30.01** This leave shall apply to adoption, with the request for leave being made as soon as the teacher becomes aware of the placement of the child with him/her.
- 30.02** The leave request filed by the teacher shall specify the teacher's date of return to work which shall be at the start of a semester as provided above.
- 30.03** The term of an employee's contract shall not be extended by child care leave, and in the event that an employee's limited contract expires while on child care leave, the employee's contract will be renewable in accordance with Sections 3319.08 and 3319.11 of the Ohio Revised Code.
- 30.04** Approved leaves of absence shall count on seniority but not on salary schedule.
- 30.05** Teachers shall be responsible for the entire cost of the insurance premiums if the teacher elects to remain on the Board provided insurance plan during the unpaid leave period.

### **ARTICLE 31: MEDICAL LEAVE**

- 31.00** Each member of the bargaining unit who is unable to work because of illness and/or other disability, including, but not limited to, pregnancy, and who has exhausted or chosen not to utilize his/her sick leave benefits, shall be placed on an unpaid medical leave of absence for the period of time said member is medically unable to perform his/her duties to a maximum of two (2) consecutive years at his/her request.

- 31.01** Any member placed on medical leave without pay may continue to participate in any and all of the group insurance plans provided that he/she pays one hundred percent (100%) of all his/her premiums of his/her choice in advance each month.
- 31.02** At the expiration of a medical leave, the Superintendent or designee shall require a returning member to provide a medical statement from his/her physician that he/she is able to resume his/her duties.
- 31.03** Upon the return to service of the member at the expiration of such leave, he/she shall resume the contract status which he/she held prior to such leave with continuation of seniority.

**ARTICLE 32:**  
**FAMILY AND MEDICAL LEAVE**

It is understood that the Family and Medical Leave Act (PL 103-3) applies to eligible employees of the bargaining unit. For purposes of determining eligibility, the anniversary date shall be the anniversary date of the request. To the extent the circumstances meet the employer's usual requirements for the use of sick/medical leave or personal leave, the Board may require the employee to use sick leave and/or personal leave concurrent with their use of Family Medical Leave.

**ARTICLE 33:**  
**ASSAULT LEAVE**

- 33.00** Any service-connected case of physical assault on a member of the bargaining unit causing physical injuries to said member occurring while the member is performing his/her contractual duties shall entitle the member to use assault leave if he/she is medically unable to perform his/her duties as a result of the assault. When an 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 thirty (30) days per member each work year. Assault leave is not cumulative.
- 33.01** Medical verification shall be furnished to the Superintendent for all absences requiring more than three (3) days assault 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) days per occurrence. In such event, the Board shall pay the full cost of the examination.

**ARTICLE 34:**  
**MILITARY LEAVE**

Members of the bargaining unit shall be granted military leave in compliance with Ohio Revised Code Sections 3319.14 and 5923.05.

**ARTICLE 35:**  
**SICK LEAVE**

- 35.00** Certified employees shall earn sick leave at the rate of one and one-fourth (1¼) days

per month over twelve (12) months, a maximum of fifteen (15) days per year cumulative to two hundred fifty (250) days for all employees.

- 35.01** Sick leave (day absent with pay) will be granted to teachers for days absent due to illness, injury, exposure to contagious diseases which could be communicated to other employees, illness due to pregnancy, and other situations pertaining to the physical health and well being of the employee. Sick leave will be granted for illness in the employee's immediate family. Sick leave shall be granted for death in the immediate family for a period of five (5) work days. This may be extended at the discretion of the Superintendent. Employees may be granted up to a period of six (6) weeks of sick leave for childbirth and adoption of a child up to two (2) months of age. A teacher who wishes to return early may be permitted to do so at the Superintendent's discretion. An employee will not be charged for the use of sick leave on days when school is cancelled or is not scheduled to be held.
- 35.02** In the event of illness of a member of the family other than the employee, and other than illness due to pregnancy, immediate family is interpreted to include father, mother, husband, wife, child, mother-in-law, father-in-law, or persons who are making their home in the employee's household for who the employee is legally responsible. Husbands shall be entitled to full use of sick leave for birth of his/her child.
- 35.03** In the event of death, immediate family is interpreted to include father, mother, brother, sister, husband, wife, child, in-laws, grandparents, grandchildren, aunts, uncles, or persons who are making their home in the employee's immediate household.
- 35.04** A teacher transferring from one school system in Ohio to another will be credited with the unused balance of his/her accumulated sick leave up to a maximum accumulation permitted by Article 35.00.
- 35.05** An experienced teacher (a minimum of one (1) year experience), after extended illness and/or injury, whose accumulated sick leave has been exhausted may be granted up to five (5) days sick leave by the Board upon request of the teacher and upon verification by the Superintendent.
- 35.06** The Board shall grant teachers a minimum sick leave advance of eight (8) days beginning the first semester, the remaining days up to the maximum provided by law beginning the second semester or trimester.
- 35.07** Further, any teacher in an emergency may exceed the advance grants upon the approval of the Board or its representative, provided said teacher has sufficient pay in reserve to cover the excess days.
- 35.08** Under no circumstances can the Board grant a teacher an advance in excess of the maximum provided by law.
- 35.09** Sick leave may be taken in segments as small as one (1) hour in length.
- 35.10** Sick leave donation program – If a bargaining unit member, his/her spouse or minor child(ren) has a catastrophic illness or injury or if there is a death of a spouse or minor child, and the member has exhausted his/her sick leave, he/she may apply to the Association Executive Board to receive donations of sick leave from other bargaining

unit members. If approved, the Executive Board will solicit donations from the bargaining unit members. Each member may donate up to 3 days, with the total donation not to exceed 60 days. The Association Executive Board shall notify the Treasurer's office in writing of the teachers who donated days and to whom the donations should be credited. No additional advancement under this Section shall be made if a member is permanently disabled. A member who has applied for and been recommended for disability by an STRS physician may not apply for days to extend the date of eligibility for disability.

### **ARTICLE 36: JURY DUTY**

- 36.00** When a teacher is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse the teacher his/her regular pay. It is the responsibility of the teacher to collect for his/her court services.
- 36.01** When a teacher is involved as a witness or as a party to a civil action in court arising from his/her employment, he/she shall be given a leave of absence with pay for the time required to be present at court.
- 36.02** If a teacher is charged as a defendant in a criminal matter arising from his/her employment he/she shall not receive leave pursuant to this provision unless he/she is subsequently acquitted or the charges are dismissed against him/her in which event, he/she shall suffer no loss in pay for those workdays missed while attending court to defend such charge.
- 36.03** Any member of the bargaining unit who is required through subpoena or other means to appear before any panel for which a hearing or investigation will be conducted due to the provisions set forth in Chapter 4117, shall be released from his/her teaching assignment without loss of salary and without loss of credit from any leave policy of the district or negotiated leave policy between the parties.

### **ARTICLE 37: ASSOCIATION RIGHTS**

- 37.00** The rights granted herein to the Association shall not be granted to any competing teacher or professional labor organization.
- 37.01** Use of the inter-school mail system.
- 37.02** Use of teacher mailboxes for Association communications.
- 37.03** If a school building is not in use for school purposes and the Association wishes to hold a meeting at said building, upon the approval of the principal, which shall not be unreasonably withheld, the building may be used by the Association for said meeting. The Association must fill out the appropriate building usage paperwork.
- 37.04** Orientation Day: the schedule for the first full day for all teachers (Orientation Day) shall provide opportunity for an Association meeting of at least thirty (30) minutes in length during the unscheduled portion of the noon hour.

- 37.05** Use of teacher bulletin boards in the teachers' workrooms.
- 37.06** If not in use for school purposes, the Association may use the typewriters, copiers, and any other equipment provided the Association reimburses the Board for any supplies used and/or damage done to said equipment while being used by the Association.
- 37.07** A copy of Board policy and any amendments shall be maintained on the District website with a copy of amendments being provided to the Association President at the time of change.
- 37.08**
- A. Payroll deductions of Association dues shall be provided at no cost to the bargaining unit member. Teachers may at any time sign and deliver to the Board an authorization form requesting payroll deduction of Association membership dues and assessments. Such authorization shall continue in effect until such time that said teacher gives written notice to the Board to discontinue such deductions or employment with the Board terminates. Association dues will be deducted in equal amounts from the first month of the school year or first month of employment by the Board to the last month of the payroll option plan chosen by the employee.
  - B. All money so deducted shall be remitted within five (5) days of the payroll deduction to the Association Treasurer. If a teacher gives written notice to the Board Treasurer to discontinue such deductions, the Board Treasurer shall notify the Association Treasurer within forty-eight (48) hours of such action, the name (s) of said teacher (s) making such request.
- 37.09** Upon request of the Association, the Association shall be provided a list of newly hired bargaining unit members and their addresses by the first regular workday of the new school year. In addition, if a school directory is published, a copy will be provided to the Association President.
- 37.10** Teacher Directory - If the Board or the administration produces a teacher directory, the Association President will be provided with a copy of the directory as soon as it is ready for distribution.
- 37.11** The signed contract shall be provided to the Association President in PDF format for internal email distribution to Association members.
- 37.12** **Notification of School Board Meeting**
- Written notice of regularly scheduled Board meetings will be sent to the Association President by September 1 of each year. The Association President will be notified of any change in the regularly scheduled meeting. The Association President will also be notified of special Board meetings. The complete agenda for the regularly scheduled meetings will be sent to the Association President at least three (3) days before the scheduled meeting. The Association President may request dialogue with the Superintendent about any item on the agenda. Copies of the Board approved minutes will be sent to the Association President within one (1) week after approval. Also, the staff has the right to see the copy of the agenda in the building administrator's office.

- 37.14** For the 2013-2014 school year, the Association President whose dues are paid by the Association shall have the reimbursement treated as a stipend paid by the Board of Education. The Association shall reimburse the Board the gross amount of the stipend, including worker's compensation, Medicare, and any applicable retirement costs payable to STRS.

By August 31 of each year, the Treasurer of the Association will identify any other officers or standing committee members who will receive a stipend or membership reimbursement. This information will be communicated to the School District Treasurer in writing. The School District Treasurer will set a schedule for payment of the stipends and a deadline for the Association reimbursement of all paid stipends that the Board passes through its software for IRS tax purposes.

### **ARTICLE 38: TEACHER REPRIMAND**

- 38.00** Prior to placing a written reprimand in a teacher's file, the principal or other administrator issuing the reprimand shall give the teacher the opportunity to meet with him/her to discuss the matter. The teacher shall be entitled to a representative of his/her choice in said meeting.
- 38.01** If a written reprimand is issued, the teacher may attach rebuttal to same as provided in the personnel file provisions of this Contract.

### **ARTICLE 39: PERSONNEL FILE**

- 39.00** A personnel file of each member shall be maintained in the office of the Superintendent. This shall be considered a confidential file, to the extent provided by law, and the only official file of recorded information of teachers maintained by the Board and administration.
- 39.01** A member shall be able to review his/her personnel file in the office of the Superintendent during the regular business hours of the Board. The file shall be reviewed in the presence of the Superintendent or designee. The member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from the member, including the signature of said member.
- 39.02** Teachers shall be notified whenever any member of the public has asked to review and/or copy any record in the teacher's personnel file. Notification shall take place within a reasonable time after the request is received.
- 39.03** Letters of commendation, evaluations and/or derogatory information placed in the teacher's personnel file shall include the initials of the teacher and the administrator placing material in the file, with the date of examination by the teacher and the date the material was placed in the file. If the teacher refuses to initial the material, it may be placed in his/her file as long as it has been shown to him/her first.
- 39.04** A member shall have the right at any time to attach a written reply or rebuttal to any

material being placed in his/her file and this reply shall be attached to the material in question.

- 39.05** Notwithstanding the above, anonymous letters or material shall not be placed in a teacher's file nor shall they be made a matter of record.
- 39.06** Any member shall have the right to obtain a photostatic copy of any item in his/her file upon the payment of the reasonable cost of photocopying said material.
- 39.07** The provisions of this Section of the Contract shall not be construed as limiting the rights accorded to a member pursuant to Chapter 1347 of the Ohio Revised Code.

#### **ARTICLE 40: SEVERANCE PAY**

- 40.00** An employee who resigns his/her employment with the Board for the purpose of retirement and meets all of the following requirements as of his/her last workday shall be eligible for severance pay:
- 40.01** Retirement (disability or service) from active service with the public schools of Ohio.
- 40.02** At the time of resignation, the employee must have five (5) or more years of teaching service with the Board.
- 40.03** The employee must be eligible to participate in and receive benefits from the State Teachers Retirement System beginning the first day after his/her last date of employment with the Board.
- 40.04** The employee receives his/her first check from the State Teachers Retirement System within one hundred twenty (120) days of his/her last workday with the Board.
- 40.05** Eligible employees who meet all of the above criteria shall receive thirty percent (30%) of their accumulated but unused sick leave at the time of retirement. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement.

#### **ARTICLE 41: SUPER SEVERANCE**

- 41.00** In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment of fifty percent (50%) of his accumulated but unused sick leave. Payment of such severance shall be at the employee's daily rate of pay at the time of retirement. Any employee who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled to only severance pay pursuant to Article 38 of this Contract upon retirement.
- 41.01** A. Payment pursuant to this provision shall be made in two (2) equal installments as

follows:

1. The first payment shall be made within fifteen (15) days of the Board Treasurer's receipt of written confirmation from STRS that the employee is retired and receiving STRS benefits.
  2. The second payment shall be made the following January.
- B. This provision will apply to employees employed and working for the Board on June 1, 1992 and thereafter.

## **ARTICLE 42: MONETARY SETTLEMENT**

**42.00** The Board shall implement the salary schedules attached hereto and designated Exhibits "A-1" effective September 1, 2013 and "A-2" effective September 1, 2014.

### **42.01** Tuition Reimbursement

- A. The Board will provide twenty-five thousand dollars (\$25,000) annually to be utilized by the members for tuition reimbursement. Any amounts not used will not carry over into the next school year. No teacher will be reimbursed for more than five hundred dollars (\$500) per year. Teachers who are assigned to a position that requires compliance with the 3rd grade reading guarantee may submit for reimbursement coursework, classes or programs taken to comply with the 3rd grade reading guarantee through the tuition reimbursement program, upon compliance with all of the requirements of the tuition reimbursement provisions.
- B. The course work must be with an accredited university or college and must be approved by the Superintendent prior to the member's attendance in order to be eligible for reimbursement. Accreditation must be through one of six regional accreditation agencies, the American Council for Education or National Program of Non-collegiate Sponsored Instruction.
- C. The course work must be related to the teacher's current assignment and/or to the teacher's areas of licensure/certification in order to be considered for reimbursement. The course work must be graduate or post baccalaureate level in order to be eligible for reimbursement. The coursework must have also been approved as part of the teacher's IPDP.
- D. All classes taken will be reimbursed upon successful completion of course and proof of payment by June 15<sup>th</sup> for the preceding school year. Successful completion is defined as receiving a passing grade in a pass/fail class or a grade of at least a "C" in a graded class.
- E. If a teacher leaves Clermont Northeastern Local School District within two (2) years of payment for additional classes, one hundred percent (100%) of the tuition reimbursement monies paid to that teacher must be repaid to the Board prior to the end of the teacher's employment. Should the teacher fail to make such payment the Board may attach and withhold any wages or salary due to the teacher for such repayment. Special consideration to waive the requirement to

repay the Board could be given by the Superintendent if a teacher has cause to leave the district beyond the control or intent of the teacher. (For example: spouse's relocation to another state.)

**42.02**     **Tuition-Free Attendance**

If the Board of Education rescinds its open enrollment policy, any teacher's child shall be permitted to attend Clermont Northeastern Local School District tuition free for the duration of the teacher's employment.

**ARTICLE 43:**  
**INSURANCE BENEFITS**

**43.00**     The Board shall provide the insurance benefits as provided by the Clermont County Insurance Consortium, at the following level of Board contribution:

- A.   Eighty percent (80%) Board contribution on single/family premium of the Anthem Blue Access Plan.
- B.   The Board shall provide a prescription plan with Board contribution of eighty percent (80%) on single/family plan.
- C.   The Board shall provide a dental plan and pay eighty percent (80%) of the premium. Employee contributions shall be deducted pre-tax through a flex spending account consistent with the manner in which employee contributions to health insurance premiums are deducted.
- E.   The Board shall provide thirty-five thousand dollars (\$35,000) life insurance and pay one hundred percent (100%) of the premium.
- F.   The Board shall pay one hundred percent (100%) of the cost of health insurance for married couples working within the district who receive one (1) family plan or two (2) single plans.

**43.01**     A.   A bargaining unit member employed by the Board on a full-time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article 43 and shall receive a monthly rebate of three hundred dollars (\$300) if the employee is covered by a family plan. The rebate shall be paid monthly with the first payroll check in the school year in which the employee has "opted out." A bargaining unit member who has "opted out" shall notify the District Treasurer by August 30<sup>th</sup>. A bargaining unit member who has opted not to participate in the insurance program shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program during the year shall forfeit any rebate.

B.   In order to be eligible the employee must have been employed with the Board as of July 1, 2006. Any employee hired after that date would become eligible for the opt out in the school year following the year in which the employee received the health insurance, i.e., the employee must have been on the health insurance plan for one school year before they are eligible to participate in the opt-out. In

addition, in order to be eligible, the employee must show proof of health insurance coverage elsewhere.

- C. If a husband and wife are both employed by the district, or if the spouse of the Board employee is employed by another school district which is a member of the Clermont County Insurance Consortium, they shall not be eligible for this insurance opt-out provision.

#### **ARTICLE 44: CONSOLIDATION**

In the event a decision to consolidate the district is made, the Board and the Association will reopen negotiations for the purpose of bargaining the effects of the consolidation on members of the bargaining unit.

#### **ARTICLE 45: SUPPLEMENTALS**

- 45.00** Pay for service rendered under a supplemental contract shall be determined by the negotiated supplemental salary schedule. All supplemental pay, including stipends, shall be paid by separate payment. (See attached Exhibit B-1 & B-2)
- 45.01** During the course of the school year and/or sports season, the Board may create and fill additional supplemental positions for an activity or sport already listed in Exhibit B. If the addition occurs after a season or activity has begun, the pay for the supplemental shall be paid on a pro-rated basis.

#### **ARTICLE 46: EMPLOYMENT OF RETIRED TEACHERS**

- 46.00** If the Board of Education elects to employ individuals who have retired and are receiving benefits from a retirement system, the conditions set forth in this Article and only the conditions set forth in this Article apply to the employment of these individuals.
- 46.01** The salary to be paid to the returning teacher shall be set at the level on the salary schedule as determined by the Board of Education through negotiations with the teacher. Salary schedule placement shall not be subject to Chapter 3317, O.R.C. or any other section of the Ohio Revised Code.
- 46.02** Teachers employed pursuant to this provision shall not be eligible for any of the insurance plans at Board expense.
- 46.03** Teachers employed pursuant to this Article shall receive limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service. Initial limited contracts for rehired retirees shall be one (1) year in length. In case of reduction in force, rehired retirees shall be reduced before any regular teacher contract in the same area of certification.
- 46.04** Each limited contract shall automatically expire at the end of its term and it is not necessary for the Board to conduct evaluations in accordance with Ohio Revised Code

3319.111, nor to take formal action not to reemploy the employee pursuant to Ohio Revised Code 3319.11 in order to non-renew the employment relationship. The employment relationship shall automatically end upon the expiration of the contract in the same manner as a supplemental contract.

**46.05** Returning retirees are not entitled and/or not eligible to receive any severance benefits associated by any collective bargaining agreement in effect between the Board and the Association. Sick leave for such individuals will be earned at the rate of one and one-fourth (1¼) days per month over twelve (12) months with a maximum of fifteen (15) days per year. Sick days may accumulate from one (1) year of service to the next.

**46.06** Teachers hired pursuant to this provision shall be subject to and receive the benefits of the following:

- A. Article VI - Complaint Procedure
- B. Article VII - Grievance Procedure
- C. Article VIII - Reduction in Force
- D. Article XII - Teacher Support and Protection
- E. Article XVII - Curriculum Input
- F. Article XVIII- Personal Leave
- G. Article XX - Attendance at Professional Meetings
- H. Article XXI - Substitute Pay for Regular Teachers
- I. Article XXII - Pay Periods
- J. Article XXIV - Mileage
- K. Article XXV - Policy on Student Teachers
- L. Article XXVII - Work Year
- M. Article XXVIII- Work Day
- N. Article XXXIII - Assault Leave

**46.07** All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Sections 3313.202, 3317.13, 3317.14, 3319.08, 3319.11, 3319.111, 3319.12, 3319.141, 3319.17, and Chapter 3307.

## **ARTICLE 47: CONCLUSION**

### **47.01 Provisions Contrary to Law**

If any provision(s) of this Contract is/are determined to be contrary to law, that provision shall be deemed null and void to the limits prescribed by law, with the remaining provisions to stay in effect.

### **47.02 Complete Agreement**

This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between

the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each of them had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, including any subject or matter which could have been collectively bargained but which was either not discussed in negotiations or which, if discussed, was not included in this Agreement.

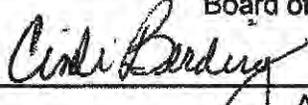
**47.03**      **Duration and Signatures**

This contract shall become effective September 1, 2013 and expires August 31, 2015.

This contract is executed by the parties on the 3 day of October, 2013.

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Board of Education President

  
\_\_\_\_\_  
Association Treasurer

  
\_\_\_\_\_  
Board Treasurer

**EXHIBIT A-1**

**CLERMONT NORTHEASTERN LOCAL SCHOOLS  
 2013-2014 TEACHERS SALARY SCHEDULE  
 EFFECTIVE SEPTEMBER 1, 2013**

	<b>BACHELORS DEGREE</b>	<b>BACHELORS +150 HRS</b>	<b>MASTERS DEGREE</b>	<b>MASTERS +15 HRS</b>	<b>MASTERS +30 HRS</b>
STEP 0	32,832 1.0000	34,270 1.0438	36,023 1.0972	37,077 1.1293	37,983 1.1569
STEP 1	34,352 1.0463	35,862 1.0923	37,885 1.1539	38,965 1.1868	39,920 1.2159
STEP 2	35,787 1.0900	37,455 1.1408	39,746 1.2106	40,853 1.2443	41,858 1.2749
STEP 3	37,231 1.1340	39,047 1.1893	41,608 1.2673	42,741 1.3018	43,795 1.3339
STEP 4	38,676 1.1780	40,639 1.2378	43,470 1.3240	44,629 1.3593	45,732 1.3929
STEP 5	40,121 1.2220	42,232 1.2863	45,331 1.3807	46,516 1.4168	47,669 1.4519
STEP 6	41,565 1.2660	43,824 1.3348	47,193 1.4374	48,404 1.4743	49,606 1.5109
STEP 7	43,010 1.3100	45,417 1.3833	49,054 1.4941	50,292 1.5318	51,543 1.5699
STEP 8	44,455 1.3540	47,009 1.4318	50,916 1.5508	52,180 1.5893	53,480 1.6289
STEP 9	45,899 1.3980	48,601 1.4803	52,777 1.6075	54,068 1.6468	55,417 1.6879
STEP 10	47,344 1.4420	50,194 1.5288	54,639 1.6642	55,956 1.7043	57,354 1.7469
STEP 11	48,788 1.4860	51,786 1.5773	56,501 1.7209	57,843 1.7618	59,291 1.8059
STEP 12	50,233 1.5300	53,378 1.6258	58,362 1.7776	59,731 1.8193	61,228 1.8649
STEP 13	51,678 1.5740	54,971 1.6743	60,224 1.8343	61,619 1.8768	63,165 1.9239
STEP 14	53,122 1.6180	56,563 1.7228	62,085 1.8910	63,507 1.9343	65,103 1.9829
STEP 15	54,567 1.6620	58,155 1.7713	63,947 1.9477	65,395 1.9918	67,040 2.0419
STEP 20	56,011 1.7060	59,748 1.8198	65,808 2.0044	67,283 2.0493	68,977 2.1009
STEP 22				69,170 2.1068	70,914 2.1599
STEP 25	56,411 Step 20+400	60,248 Step 20+500	66,408 Step 20+600	71,058 2.1643	72,851 2.2189
STEP 28				72,946 2.2218	74,788 2.2779

**EXHIBIT A-2**

**CLERMONT NORTHEASTERN LOCAL SCHOOLS  
 2014-2015 TEACHERS SALARY SCHEDULE  
 EFFECTIVE SEPTEMBER 1, 2014**

	<b>BACHELORS DEGREE</b>	<b>BACHELORS +150 HRS</b>	<b>MASTERS DEGREE</b>	<b>MASTERS +15 HRS</b>	<b>MASTERS +30 HRS</b>
STEP 0	33,160 1.0000	34,612 1.0438	36,383 1.0972	37,448 1.1293	38,363 1.1569
STEP 1	34,695 1.0463	36,221 1.0923	38,263 1.1539	39,354 1.1868	40,319 1.2159
STEP 2	36,144 1.0900	37,829 1.1408	40,143 1.2106	41,261 1.2443	42,276 1.2749
STEP 3	37,603 1.1340	39,437 1.1893	42,024 1.2673	43,168 1.3018	44,232 1.3339
STEP 4	39,062 1.1780	41,045 1.2378	43,904 1.3240	45,074 1.3593	46,189 1.3929
STEP 5	40,522 1.2220	42,654 1.2863	45,784 1.3807	46,981 1.4168	48,145 1.4519
STEP 6	41,981 1.2660	44,262 1.3348	47,664 1.4374	48,888 1.4743	50,101 1.5109
STEP 7	43,440 1.3100	45,870 1.3833	49,544 1.4941	50,794 1.5318	52,058 1.5699
STEP 8	44,899 1.3540	47,478 1.4318	51,425 1.5508	52,701 1.5893	54,014 1.6289
STEP 9	46,358 1.3980	49,087 1.4803	53,305 1.6075	54,608 1.6468	55,971 1.6879
STEP 10	47,817 1.4420	50,695 1.5288	55,185 1.6642	56,515 1.7043	57,927 1.7469
STEP 11	49,276 1.4860	52,303 1.5773	57,065 1.7209	58,421 1.7618	59,884 1.8059
STEP 12	50,735 1.5300	53,912 1.6258	58,945 1.7776	60,328 1.8193	61,840 1.8649
STEP 13	52,194 1.5740	55,520 1.6743	60,825 1.8343	62,236 1.8768	63,797 1.9239
STEP 14	53,653 1.6180	57,128 1.7228	62,706 1.8910	64,141 1.9343	65,753 1.9829
STEP 15	55,112 1.6620	58,736 1.7713	64,586 1.9477	66,048 1.9918	67,709 2.0419
STEP 20	56,571 1.7060	60,345 1.8198	66,466 2.0044	67,955 2.0493	69,666 2.1009
STEP 22				69,861 2.1068	71,622 2.1599
STEP 25	56,971 Step 20+400	60,845 Step 20+500	67,066 Step 20+600	71,768 2.1643	73,579 2.2189
STEP 28				73,675 2.2218	75,535 2.2779

**EXHIBIT B-1**  
**SUPPLEMENTAL SALARY SCHEDULE**  
**EFFECTIVE SEPTEMBER 1, 2013**

GROUP	POSITION	NO. OF POSITIONS	% OF BASE \$32,832	SALARY	TOTAL	
<b><u>ATHLETICS</u></b>						
I	High School Varsity Football	1	16%	\$5,253	\$ 5,253	
	High School Varsity Boys Basketball	1	16%	5,253	5,253	
	High School Varsity Girls Basketball	1	16%	5,253	5,253	
II	High School Varsity Wrestling	1	15%	4,925	4,925	
III	High School Varsity Baseball	1	12%	3,940	3,940	
	High School Varsity Track	1	12%	3,940	3,940	
	High School Varsity Volleyball	1	12%	3,940	3,940	
IV	High School Varsity Softball	1	12%	3,940	3,940	
	High School Varsity Boys Soccer	1	12%	3,940	3,940	
	High School Varsity Girls Soccer	1	12%	3,940	3,940	
	High School Cheerleading	1	12%	3,940	3,940	
	High School Varsity Tennis	1	12%	3,940	3,940	
	High School Assistant Varsity Football	1	10%	3,283	3,283	
	High School Reserve Football	1	10%	3,283	3,283	
	High School Freshman Football	1	10%	3,283	3,283	
	High School Football	2	10%	3,283	6,566	
	High School Reserve Boys Basketball	1	10%	3,283	3,283	
V	High School Reserve Girls Basketball	1	10%	3,283	3,283	
	High School Reserve Wrestling	1	9%	2,955	2,955	
VI	High School Academic Quiz Team	1	8%	2,627	2,627	
	High School Varsity Cross Country	1	8%	2,627	2,627	
VII	High School Golf	1	8%	2,627	2,627	
	High School Reserve Baseball	1	7.5%	2,462	2,462	
	High School Reserve Boys Soccer	1	7.5%	2,462	2,462	
	High School Reserve Girls Soccer	1	7.5%	2,462	2,462	
	High School Reserve Softball	1	7.5%	2,462	2,462	
	High School Reserve Volleyball	1	7.5%	2,462	2,462	
	High School Assistant Track	1	7.5%	2,462	2,462	
	High School Freshman Boys Basketball	1	7.5%	2,462	2,462	
	High School Freshman Girls Basketball	1	7.5%	2,462	2,462	
	High School Freshman Volleyball	1	7.5%	2,462	2,462	
	Middle School Head Football	1	7.5%	2,462	2,462	
	Middle School Head Volleyball	1	7.5%	2,462	2,462	
	Middle School Head Boys Basketball	1	7.5%	2,462	2,462	
	Middle School Head Girls Basketball	1	7.5%	2,462	2,462	
	Middle School Head Boys Track	1	7.5%	2,462	2,462	
	Middle School Head Girls Track	1	7.5%	2,462	2,462	
	Middle School Head Wrestling	1	7.5%	2,462	2,462	
	VIII	Middle School Assistant Football	1	6.5%	2,134	2,134
		Middle School Cheerleading	1	6.5%	2,134	2,134
Middle School Assistant Boys Basketball		1	6.5%	2,134	2,134	
Middle School Assistant Girls Basketball		1	6.5%	2,134	2,134	
<b><u>CO-CURRICULAR ACTIVITIES</u></b>						
I	High School Band	1	16%	5,253	5,253	
II	Assistant HS School Band	1	10%	3,283	3,283	
III	Drill Team	1	8%	2,627	2,627	
	High School Instructional Leader	4	8%	2,627	10,506	
	Middle School Instructional Leader	4	8%	2,627	10,506	
	Elementary School Instructional Leader	4	8%	2,627	10,506	
	Kindergarten Instructional Leader	1	8%	2,627	2,627	
IV	Elementary Music Coordinator	1	4%	1,313	1,313	
<b><u>EXTRACURRICULAR ACTIVITIES</u></b>						
I	Annual Advisor	1	13.5%	4,432	4,432	
	HS Newspaper/District Newsletter	1	13.5%	4,432	4,432	
II	Drama - Two (2) Performances	1	7.6%	2,495	2,495	
	Asst. Drama/Choir	1	4.6%	1,510	1,510	
III	MS Yearbook	1	4%	1,313	1,313	
	High School National Honor Society	1	4%	1,313	1,313	
<b><u>OTHER</u></b>						
I	Drug Core Team	1	Maximum Allowed By Federal Grant			
II	Prom Sponsors	2	3.6%	1,182	2,364	
	LPDC	3		500	1,500	

If supplemental positions are combined, an employee accepting the combined supplemental shall be paid for both positions as noted on the supplemental schedule.

**EXHIBIT B-2**  
**SUPPLEMENTAL SALARY SCHEDULE**  
**EFFECTIVE SEPTEMBER 1, 2014**

GROUP	POSITION	NO. OF POSITIONS	% OF BASE \$33,160	SALARY	TOTAL
<b><u>ATHLETICS</u></b>					
I	High School Varsity Football	1	16%	\$5,306	\$ 5,306
	High School Varsity Boys Basketball	1	16%	5,306	5,306
	High School Varsity Girls Basketball	1	16%	5,306	5,306
II	High School Varsity Wrestling	1	15%	4,974	4,974
III	High School Varsity Baseball	1	12%	3,979	3,979
	High School Varsity Track	1	12%	3,979	3,979
	High School Varsity Volleyball	1	12%	3,979	3,979
	High School Varsity Softball	1	12%	3,979	3,979
	High School Varsity Boys Soccer	1	12%	3,979	3,979
	High School Varsity Girls Soccer	1	12%	3,979	3,979
	High School Cheerleading	1	12%	3,979	3,979
	High School Varsity Tennis	1	12%	3,979	3,979
IV	High School Assistant Varsity Football	1	10%	3,316	3,316
	High School Reserve Football	1	10%	3,316	3,316
	High School Freshman Football	1	10%	3,316	3,316
	High School Football	2	10%	3,316	6,632
	High School Reserve Boys Basketball	1	10%	3,316	3,316
	High School Reserve Girls Basketball	1	10%	3,316	3,316
V	High School Reserve Wrestling	1	9%	2,984	2,984
VI	High School Academic Quiz Team	1	8%	2,653	2,653
	High School Varsity Cross Country	1	8%	2,653	2,653
	High School Golf	1	8%	2,653	2,653
VII	High School Reserve Baseball	1	7.5%	2,487	2,487
	High School Reserve Boys Soccer	1	7.5%	2,487	2,487
	High School Reserve Girls Soccer	1	7.5%	2,487	2,487
	High School Reserve Softball	1	7.5%	2,487	2,487
	High School Reserve Volleyball	1	7.5%	2,487	2,487
	High School Assistant Track	1	7.5%	2,487	2,487
	High School Freshman Boys Basketball	1	7.5%	2,487	2,487
	High School Freshman Girls Basketball	1	7.5%	2,487	2,487
	High School Freshman Volleyball	1	7.5%	2,487	2,487
	Middle School Head Football	1	7.5%	2,487	2,487
	Middle School Head Volleyball	1	7.5%	2,487	2,487
	Middle School Head Boys Basketball	1	7.5%	2,487	2,487
	Middle School Head Girls Basketball	1	7.5%	2,487	2,487
	Middle School Head Boys Track	1	7.5%	2,487	2,487
	Middle School Head Girls Track	1	7.5%	2,487	2,487
	Middle School Head Wrestling	1	7.5%	2,487	2,487
VIII	Middle School Assistant Football	1	6.5%	2,155	2,155
	Middle School Cheerleading	1	6.5%	2,155	2,155
	Middle School Assistant Boys Basketball	1	6.5%	2,155	2,155
	Middle School Assistant Girls Basketball	1	6.5%	2,155	2,155
<b><u>CO-CURRICULAR ACTIVITIES</u></b>					
I	High School Band	1	16%	5,306	5,306
II	Assistant HS School Band	1	10%	3,316	3,316
III	Drill Team	1	8%	2,653	2,653
	High School Instructional Leader	4	8%	2,653	10,611
	Middle School Instructional Leader	4	8%	2,653	10,611
	Elementary School Instructional Leader	4	8%	2,653	10,611
	Kindergarten Instructional Leader	1	8%	2,653	2,653
IV	Elementary Music Coordinator	1	4%	1,326	1,326
<b><u>EXTRACURRICULAR ACTIVITIES</u></b>					
I	Annual Advisor	1	13.5%	4,477	4,477
	HS Newspaper/District Newsletter	1	13.5%	4,477	4,477
II	Drama - Two (2) Performances	1	7.6%	2,520	2,520
	Asst. Drama/Choir	1	4.6%	1,525	1,525
III	MS Yearbook	1	4%	1,326	1,326
	High School National Honor Society	1	4%	1,326	1,326
<b><u>OTHER</u></b>					
I	Drug Core Team	1		Maximum Allowed By Federal Grant	
II	Prom Sponsors	2	3.6%	1,194	2,388
	LPDC	3		500	1,500

if supplemental positions are combined, an employee accepting the combined supplemental shall be paid for both positions as noted on the supplemental schedule.

EXHIBIT C

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CLERMONT NORTHEASTERN EDUCATION ASSOCIATION  
AND THE  
CLERMONT NORTHEASTERN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

It is the goal of the district to reduce class sizes and keep class sizes appropriate for maximum student learning. If the teacher believes that his/her class size or student distribution is too high or unfairly allocated, the teacher may request a meeting with the principal to discuss the matter.

**CLERMONT NORTHEASTERN EDUCATION ASSOCIATION/OEA/NEA**



\_\_\_\_\_  
President

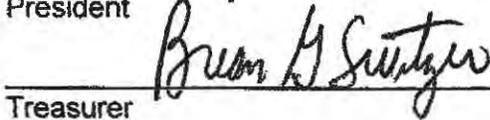


\_\_\_\_\_  
Secretary

**CLERMONT NORTHEASTERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**



\_\_\_\_\_  
President



\_\_\_\_\_  
Treasurer

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this the 3<sup>rd</sup> day of October, 2013 by and between the **CLERMONT NORTHEASTERN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "Board") and the **CLERMONT NORTHEASTERN EDUCATION ASSOCIATION** (hereafter the "Association"),

**WHEREAS**, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are September 1, 2013 through Aug 31, 2015 and

**WHEREAS**, the Board of Education is required to adopt an evaluation policy in consultation with the Association; and

**WHEREAS**, the parties wish to supplement and provide further explanation as to the evaluation process

**NOW THEREFORE**, it is hereby **AGREED** as follows:

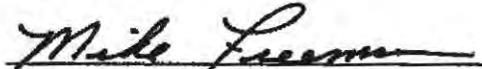
1. For the life of this Memorandum of Understanding, student growth measures shall not be the sole basis for retention decisions.
2. The evaluation instruments and forms to be utilized for OTES teachers shall be the ODE approved OTES forms. For walkthroughs, the Board of Education shall use the OTES General Form.
3. The dates for the completion of the observations and evaluations shall be as follows:

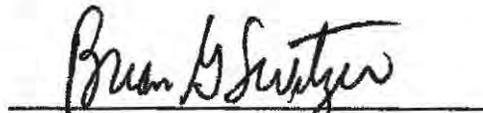
- a. The first scheduled observation shall be completed no later than December 10<sup>th</sup>.
  - b. The second observation and all required walkthroughs shall be completed no later than April 1<sup>st</sup>.
  - c. If a third observation is to be completed, it shall be completed no later than May 1<sup>st</sup>.
4. The OTES Committee shall remain in place for the purposes of monitoring SLO's and Student Growth Measures by grade levels and subject areas, reviewing the number of required SLOs, and the use of shared attribution and reliance on the value added data. The committee shall be responsible for jointly recommending changes to the procedures for the use of SGMs to the Board and the Association. The committee shall be comprised of three building administrators and four Association members.
5. Only persons employed by the Board of Education as District Administrators may perform the required evaluations for all teachers.
6. Walkthroughs utilized in the evaluation process shall not be longer than twenty nine (29) minutes.
7. If the teacher believes that an error has occurred in calculating the teacher's Student Growth Measures, the Superintendent will meet with the teacher to discuss the matter. The teacher may bring a bargaining unit representative with him/her. The teacher may

provide a rebuttal to the evaluation that will be included with the evaluation.

8. For the purposes of reduction in force, all teachers shall be deemed comparable.
9. This Memorandum of Understanding shall expire on August 31, 2015.

**CLERMONT NORTHEASTERN LOCAL  
SCHOOL DISTRICT BOARD OF  
EDUCATION**

  
Board President

  
Board Treasurer

**CLERMONT NORTHEASTERN  
EDUCATION ASSOCIATION**

  
Association President

  
Association Treasurer



OHIO EDUCATION ASSOCIATION

Rebecca L. Higgins, President  
Scott W. DiMauro, Vice President  
Tim Myers, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

October 4, 2013

SERB

med@serb.state.oh.us

RE: Clermont Northeastern Education Association  
-and-  
Clermont Northeastern Local School District  
Case No. 2013-MED-06-0770

Please be advised that the Clermont Northeastern Education Association OEA/NEA, and the Clermont Northeastern Local School District Board of Education have successfully completed negotiations for a Master Agreement, effective September 1, 2013 through August 31, 2015.

The filing of this Agreement concludes negotiations in the above-referenced case. Attached is one (1) Master Agreement and a Memorandum of Understanding on Teacher Evaluation. Please return a copy of the cover letter time-stamped to our office by e-mail to Mary Ann Walkenhorst at [walkenho@ohea.org](mailto:walkenho@ohea.org).

Thank you for your assistance.

Sincerely,

Robin L. Busby  
Labor Relations Consultant

RLB/maw

Attachments:

Master Agreement between the Clermont Northeastern Education Association OEA/NEA and the Board of Education of the Clermont Northeastern Local School District.

Memorandum of Understanding entered into by the Clermont Northeastern Local School District Board of Education and the Clermont Northeastern Education Association re Teacher Evaluation.

- C: Marty Rauen, President, Clermont Northeastern EA ([rauen\\_m@cneschools.org](mailto:rauen_m@cneschools.org))  
Ralph Shell, Superintendent ([shell\\_r@cneschools.org](mailto:shell_r@cneschools.org))  
C. Bronston McCord, Board Attorney ([cbmccord@erflegal.com](mailto:cbmccord@erflegal.com))

