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# Collective Bargaining Agreement

between

The Clay Education Association

and

The Clay Local Board of Education

2014 - 2017

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COLLECTIVE BARGAINING AGREEMENT

between

THE CLAY EDUCATION ASSOCIATION

and

THE CLAY BOARD OF EDUCATION

{2014-2017}

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

For the Clay Local Board of Education

For the Clay Education Association

  
\_\_\_\_\_  
Anthony E. Mantell  
Superintendent

  
\_\_\_\_\_  
Kim Ramey/Justin Wiget  
Co-Presidents, CEA

Date of Board Approval

Date of Association Ratification

7-17-14

7-11-14

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This document represents a contractual agreement entered into this 30<sup>th</sup> day of June, 2014 between the Clay Local Board of Education (Board) and the Clay Education Association (Association), to establish the exclusive wages, hours, terms and conditions of employment between the parties, and to assure the Board the highest level of performance and professional attitude from the teachers. By making this agreement, and specifically defining in its articles the wages, hours, terms and conditions of employment, which are to exist between them, the parties intend the articles of this agreement to supersede where inconsistent any Ohio Revised Code provisions addressing wages, hours, or terms and conditions of employment. Where the contract is silent, or where not modified by the contract, applicable law will prevail.

## **~ Article 2: Recognition**

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

## **~ Article 3: Board of Education Rights**

- A. The Association recognizes that the Clay Local Board of Education is the body of authority solely vested with the right to manage the Clay Local School District. The Board shall have the right to take any action it considers necessary and proper to effectuate any management policy expressed or implied, subject to the terms and conditions of this agreement. Nothing in this article will be construed to restrict or to limit any management authority.
- B. Except as specifically granted to the Association by a specific and express term of this Agreement, the Board hereby retains and reserves to itself, the Superintendent, and other administrators, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitutions of the State of Ohio and of the United States. The Board's rights include, but are not limited to, 1) to determine all matters of inherent managerial policy, which include, but

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

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

#### **~ Article 4: Association Rights**

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

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

#### **~ Article 5: Negotiating Procedures**

- A. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the Board of Education of the Clay Local School District and the Clay Local Education Association have established the following mutually agreed upon negotiations and dispute resolution procedures to govern their collective bargaining. These procedures supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.
- B. The date of the first bargaining session will be mutually agreed by the parties and shall occur between April 15 and April 30 of the last year of this contract or of the year of any mutually agreed to re-opener of this contract. At the first bargaining session, both parties will submit and exchange its complete initial proposals for an agreement. Neither party may submit additional initial proposals unless the other party agrees.
- C. If no agreement is reached within 45 days after the date of the first negotiations session, both parties will request the services of the Federal Mediation and Conciliation Service. The mediator will have the authority to hold bargaining sessions or conferences with representatives of the parties.
- D. When the representatives reach a tentative agreement on a contract, it will be submitted to the Association for ratification. Upon ratification by the Association, the tentative agreement will be submitted to the Board for ratification. The submissions for Association ratification and Board approval will be made as soon as is practicable. When ratified by the Association and adopted by the Board, the tentative agreement will be executed by representatives of the parties and will become a binding collective bargaining agreement.
- E. If no agreement is reached within 60 days after the first bargaining session, unless the negotiations period is extended by mutual agreement, the

Association may exercise its right under Section 4117.14(D)(2) of the Ohio Revised Code after complying with the requirements within.

- F. The parties will jointly file this mutually agreed dispute resolution procedure with the State Employment Relations Board as required by Rule 4117-09-03.

## ~ Article 6: Grievance Procedure

### Purpose

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

### A.

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

### Step 1

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

### Step 2

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

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

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

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

### Step 3

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

### Step 4

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

## B. Miscellaneous provisions

1. The parties may mutually agree to extend or shorten the time lines in this grievance procedure.
2. If the Administrator fails to timely respond at any level of the grievance procedure, the grievant may proceed to the next step of the grievance procedure.

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

## ~ Article 7: Sequence of Limited Contracts

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

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

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

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

- B. The Superintendent will notify each teacher whom he intends to recommend for nonrenewal of contract on or before June 1<sup>st</sup>. Any teacher, with the exception of first year teachers, will not be non-renewed without just cause. Upon request of the teacher, prior to Board action with regard to this recommendation, a meeting will be held between the Superintendent, the teacher, and the teacher's representative (if requested by the teacher) at which time reasons will be given for his recommendation for nonrenewal.
- C. If the Board acts to non-renew a teacher's contract contrary to the recommendation of the Superintendent, the Board will give written reasons to the teacher for the nonrenewal on or before June 1<sup>st</sup>.
- D. Ohio Revised Code Standards will be adhered to when a teacher becomes eligible for a continuing contract. The Board may hire a teacher from outside the bargaining unit on a continuing contract if that teacher has held a continuing contract in a previous school district.
- E. These requirements will not create an expectancy of continued employment nor will it prevent the Board from making the final decision regarding a contract renewal or nonrenewal.
- F. This article will not apply to the renewal or nonrenewal of supplemental contracts.

## **~ Article 8: Vacancies**

- A. A vacancy occurs when the Board intends to fill an existing full-time or part-time position, which has become available on an indefinite basis—such as one (1) year or more—or when the Board intends to create a new full-time or part-time position or add a full-time or part-time position to an existing classification. This includes all supplemental contract positions. Leaves of absence or any other employment action, consequence, or result which causes a job opening so as to appear to create a vacancy, does not automatically create a vacancy until the Board intends to fill that position.
- B. When the Board intends to fill a vacancy, the following procedures will be applied:
  - 1. Posting- The Superintendent will notify all certified staff by email and such notice will include the following:
    - a. the available teaching position(s) and/or supplemental contract position(s), and
    - b. a deadline for letter of application by interested certified bargaining unit members.

During the normal school year:

- a. the posting will be for no less than (5) working days, including the first working day of posting (working day defined in Article 6, section A.3)

During the summer break:

- a. the posting will be for no less than five (5) working days,
2. Applying for Vacancies - Upon receiving notification, either verbally or in writing, any certified employee wishing to be considered for the posted vacancy will submit a written letter or email to the Superintendent asking them to be considered for the posted vacancy. The certified employee will be notified of the receipt of their letter of application. Such notice will be received by the bargaining unit member within ten (10) working days after the receipt of the letter of application.
  3. Selection - The Superintendent upon receipt of any and all application letters from certified bargaining unit member will:
    - a. check areas of certification of applying bargaining unit member(s), in clerk's office,
    - b. review evaluations of applying member(s), and
    - c. compile a list of current members wishing to be considered for the vacancy(ies), to present to the Board at their next meeting.

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

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

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

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

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

5. Hiring Retired Employees - Whether the retired employee is from our district or another district, they should be hired with the following stipulations:

- a. placement on salary schedule - 7 years
- b. contract length - see Article 7 (limited contracts)
- c. granting of benefits -
  - 1. sick leave - zero (0) days to be carried over from previous employment
  - 2. seniority - no carry over for years of service/zero (0)\_
  - 3. insurance - medical insurance will be available with the employee paying 50% of the premium.

### **~ Article 9: Involuntary Transfers and Reassignments**

- A. Any member of the bargaining unit who is being involuntarily reassigned to another teaching position or involuntarily transferred to another building will be given written notification of such reassignment or transfer at least one (1) month before (not withstanding any emergencies) the first day of school. Within ten (10) workdays of the notice, the affected teacher(s), upon request, will be granted a conference with the superintendent and the building principal who shall give specific written reasons for the change. The teacher may be represented at the teacher's conference(s) by a person of his choice, but the conference will not be delayed or postponed due to the absence or unavailability of the teacher's chosen representative. The Superintendent's decision to involuntarily transfer or reassign a teacher may or may not be affected by the teacher's objection to the change.
- B. The Superintendent will consider involuntarily transferring or reassigning the least senior teacher first.
- C. Except when the Board determines that a necessity exists, no involuntary transfer will occur during the school year.

### **~ Article 10: Promotions**

- A. The Board will first consider certified and qualified bargaining unit members when filling supervisory positions. Written notice to the bargaining unit member that their credentials are being reviewed means that they are being considered for the available position.
- B. Whenever new positions or vacancies in supervisory positions occur, the Superintendent shall notify the Association President, the entire employee staff, and post the position on a designated bulletin board in each school building for no less than seven (7) work days. Supervisory vacancies or new positions occurring during summer months will be posted for no less than twelve (12) workdays. Notification of all employees will also occur during the summer months as described in Article 8 Vacancies. Mailed notices will be sent the first day of the scheduled twelve (12) work days and will not wait until the next mailing of paychecks.

- C. Any certified and qualified bargaining unit member interested in the new or vacant supervisory position(s) will notify the Superintendent in writing during the seven (7) or twelve (12) work day posting periods. Certified and qualified bargaining unit members will be given first consideration for the vacant position(s). This in no way affects the Board's right to hire a non-bargaining unit member for the position.
- D. The parties do not intend by this article to subject or to include any non-bargaining unit member under the terms of this Agreement.

## ~ Article 11: Reduction in Force

- A. When by reason of decreased enrollment, abolishment of positions, lack of funds, return to duty of regular teachers after leaves or changes in district attendance boundaries, or other legitimate reasons, the Board determines it will be necessary to suspend contracts to reduce the number of teachers then it may make a reduction. As used in this article, "abolishment of positions" means the permanent deletion of a position or positions from the school district structure or organization. A "lack of funds" means the Board has determined that the school district has a current or projected deficiency of funding to maintain current, or to sustain projected levels, of staffing or operations.
- B. In making a reduction, the Board will proceed to suspend contracts according to the Superintendent's recommendation of those specific areas of certification and specialties, as well as those specific positions and/or work locations, to be affected by the reduction of force. Teachers will be reduced in the reverse order of seniority within each affected teaching area. The Board will not deviate from seniority as an act of discrimination or reprisal against any bargaining unit member.
- C. The Board will notify the teacher(s) to be reduced and the Association President no later than twenty (20) workdays before it takes its action. Notice to the parties will be both by registered mail at the last address submitted by them to the Board as well as in a face-to-face meeting. The notice will also include a list of any available bargaining unit positions, which the affected teacher(s) is certified. The Association will review the list to assure its accuracy and if it makes no objection to it within ten (10) workdays, the list is official and no further cause of action will arise from it.
  - 1. The Association will immediately notify its bargaining unit members of the reduction in staff, which will serve as notice to all less senior bargaining unit members that their teaching positions may be affected at some time by the bumping process outlined in this article.
- D. "Seniority" is a teacher's length of continuous service in the Clay Local School District calculated from their first day under a regular contract to the effective date of the reduction. This "seniority" excludes time on unpaid leaves of absence, time on suspension of contract for RIF's and time period after a resignation where the employee is reinstated within 30 days. However, time spent on unpaid leave, a RIF, or a resignation of fewer than 30 days shall not be considered a break in service. Seniority will continue to accrue on any paid leave of absence. Teachers on continuing contracts will

be placed at the top of the seniority list in descending order of seniority. Teachers on limited contracts will then be placed on the list in descending order of seniority. All teachers' current areas of certification will be placed next to the teachers' names. All teachers will be responsible for submitting their most currently held certificate(s) to the Board office(s). If two (2) or more teachers on any seniority list have the same length of continuous service in the District, seniority will be determined by a coin toss by the Superintendent.

E. Seniority is broken for:

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

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

- F. A teacher's total amount of seniority with the Clay Local School District will be applied to this article [Article 11, Section D, Reduction in Force].
- G. A teacher affected by a reduction in force has a right to fill a teaching position held by a teacher with less seniority, provided that the affected teacher is currently certified for that teaching position. The affected teacher must notify the Board of their decision to "bump" into a particular proper teaching position within ten (10) work days from being notified of the reduction. Teachers who are "bumped" then have ten (10) work days to notify the Board of any teaching position which they may properly fill as outlined above.
- H. Teachers selected for reduction in force will be placed on a recall list for a two (2) year period. A copy of this list will be given to the Association President. Teachers who are most senior and whose names appear on the recall list will be recalled to an available position for which they are certified.
- I. Limited contract teacher(s) recalled to a subject area will be given a one (1) year limited teaching contract for that position. Upon successful completion of this contract, the teacher will be given a limited teaching contract appropriate to their previous contract sequence.

If rified again, the teacher will be placed on the recall list again with the two (2) year cycle starting all over again.

- J. Notice of recall will be given by registered mail to the last address given by the bargaining unit member to the Board.
- K. The rights granted to a bargaining unit member(s) herein will be forfeited by them should they: (1) waive their recall rights in writing; (2) resign; (3) fail to accept recall to a position they could fill; (4) fail to notify the Board in writing within ten (10) work days after receiving the recall notice that they will accept the position which they can properly fill; (5) fail to report to work at the scheduled date and time listed in the recall notice.
- L. A recalled bargaining unit member properly beginning their assignment will receive their former seniority credit, sick leave accumulation (plus additional accumulation from working at other school districts while on layoff), contract sequence, and will be placed at the proper level of the current salary schedule commensurate to their years of teaching experience and degree held.
- M. Bargaining unit members whose contracts have been suspended for the purpose of reduction in force will be allowed to continue all group insurance programs provided by the Board, subject to COBRA rules and to the terms of the policy or rules of the carrier [TPA]. Failure to timely submit the proper amount of payment forfeits the bargaining unit member's right to continue insurance coverage. The Association holds the Board harmless for any application of this subsection.
- N. The Board and the Association will jointly develop a current/up-to-date seniority list, which will be continually updated and on-going. A copy of all developed seniority lists will be given to the Association President.

## **~ Article 12: Personnel Files**

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

disagreement with the content. Should a bargaining member refuse to sign, it will be so noted on the material and placed in the file.

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

1. The employee must be informed both verbally and in writing of its placement in their file.
  2. The employee may be given a copy of the information being placed in their file at or before the time of placement of the material in their file.
  3. The employee will be given an opportunity to write a complete rebuttal within ten (10) working days to the information being placed in their file.
  4. No anonymous material may be placed within an employee's personnel file.
  5. No citizen will have access to any employee's personnel file without the employee being notified and being given the opportunity to be present.
- E. Each bargaining unit member will have access to their personnel file in order to review the contents of the file. Each member also has the right to receive a copy of, without charge, any documents contained within the file. A bargaining unit member will also be entitled to have a representative of his/her choice accompany him/her during such a review.
- F. Any written communication from an administrator or from the Board regarding a bargaining unit member that is intended to become a part of the bargaining unit member's file, will be reviewed by the principal and staff member involved. The bargaining unit member will also be afforded the opportunity to file a written reply.
- G. Informal notes or records about bargaining unit members maintained by the administration will not be included in the official file except in accordance with Section A or as part of the bargaining member's formal evaluation.
- H. Records of all written warnings and reprimands, and any information specifically used as a basis for making those warnings or reprimands, will be removed from the teacher(s) personnel file two (2) years from the date of issuance, provided no intervening discipline of the same or similar nature has occurred.
- I. Personnel record files may include, but are not restricted to, the following:
1. Application for employment, including references
  2. Contract and salary status
  3. Copy of valid teaching certificate
  4. Official transcript
  5. Written evaluation and classroom visitations
  6. Military service and/or previous experience
  7. Letters of commendation or praise
  8. Awards for professional or civic achievement
  9. Written reprimands

J. Derogatory correspondence that is received from the public regarding a bargaining unit member will not be placed in a member's file unless such correspondence is determined to be factual. However, a building principal may include notes or comments in the file about any public correspondence as long as it is not anonymous and the member has both the opportunity to write a rebuttal to the material and receives a copy of the material. Records of all derogatory correspondence and any and all notes and comments regarding the correspondence will be removed from the file two (2) years after being placed in a member(s) file(s), providing no incident of the same or similar nature has occurred during this two (2) year period. [see Section D. 3.]

## ~ Article 13: Evaluation Procedure

The teacher's evaluation procedure is the exclusive right of the Board. The Board agrees that it will use the existing evaluation procedure until such time that a new procedure is established by joint agreement of a committee formed of teachers and administrators. The substance of the evaluation procedure is not subject to the grievance procedure, but the administration of the procedure is subject to the grievance procedure. The evaluation policies and procedures will adhere to the Ohio Revised Code along with the procedures set forth below. This Article may be reassessed and opened annually if needed upon the agreement of both the Board and the CEA.

### PHILOSOPHY

- A. The evaluation process is a cooperative effort between teacher and administrator designed to maintain, enhance, and improve instruction, teaching performance and student learning; therefore, the evaluation process should be continuous and encourage the development and retention of quality teachers. The teacher is essential to a quality education program.
- B. The Board and the Association agree that the following bargaining unit member evaluation procedure will be utilized during the life of this agreement. A bargaining unit member may grieve a violation of the evaluation process.
- C. The teacher performance Evaluation Rubric is intended to be scored holistically. This means that evaluations will assess which level provides the best overall description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minutes observation and pre/post-conference. The evaluator is to consider evidence (not hearsay) gathered during the pre-observation conference, the formal observations, the post-observation conference, classroom walk-throughs in addition to accepting further evidence by the teacher. When completing the performance rubric, please note that the evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric must use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan where applicable.

- D. It also must be noted that although school boards are required by statute (ORC 3319.111(A)) to adopt a standards based evaluation policy, it must also be remembered that the legislative sands will no doubt continue to shift. A law that has already been twice amended will likely be the subject of further proposed amendments either in a forthcoming budget bill or other legislation.
- E. The evaluation policy should neither provide more specificity than what is expressly required by statute nor offer greater detail than what is contained in the framework for the evaluation developed under ORC 3319.112 or additional sections related thereto. The specific terms and conditions of the teacher evaluation system shall be dealt with in regular contract negotiations and these methods shall continue to be governed by the collective bargaining agreement.

#### Evaluators

- A. An evaluator must be a full-time, credentialed contracted employee of the District and be either the Superintendent, Principal or Assistant Principal in the building where the teacher gives instruction.
- B. The person who is responsible for assessing a teacher's performance shall be chosen following the ORC.
- C. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

#### Orientation/Training

- A. Prior to the first pre-conference, every teacher will be informed on the evaluation procedure and given notice as to who will be their evaluator. Training will occur annually and shall include the tool, the process, methodology, and the use of student growth scores.

#### Criteria for Performance Assessment

- A. A teacher's performance will be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument in accordance with the Ohio Teacher Evaluation System.
- B. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping on public address or audio systems or similar surveillance devices shall be strictly prohibited. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic recording devices without the consent of the teacher. (Except in the specific Resident Educator guidelines)

- C. No misleading, inaccurate, untimely or undocumented information will become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.

### Observations

#### A. Schedule of Observations

1. A minimum of two (2) formal observations will be conducted to support each performance assessment. A formal observation will last a minimum of thirty (30) minutes. All teachers required by ORC to be evaluated will be observed twice during the school year, once after ten (10) days have passed from the beginning of the first semester until five (5) days before Christmas break and once between the dates of five (5) days after Christmas break to May 1<sup>st</sup>. The teacher will be notified of the scheduled date on all formal observations.
2. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board will perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of that section.

If deficiencies are noted on any or all of the observations, the evaluator must have a conference within five (5) days of the observation and discuss the deficiencies and a specific plan to address those areas. There must be ample time between observations in order for the teacher to comply with the aforementioned plan.

3. A teacher receiving a rating of accomplished will be evaluated every three years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. A teacher receiving a rating of skilled will be evaluated every two years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher. If it is the year for their evaluation, they will be notified by September 1st, in order to choose their evaluator for the upcoming year. A teacher who: (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement on or before Dec. 1 of the school year will not be evaluated.
4. If an observation must be cancelled by the teacher or the evaluator due to an emergency situation or unforeseen circumstances arising, then the pre-observation conference must be repeated prior to the evaluation taking place.

B. Observation Conference

1. All formal observations will be preceded by a pre-conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. This will be conducted no earlier than 2 days before the observed lesson.
2. A post-observation conference will be held no later than ten (10) working days after each formal observation and will be used to inform the teacher of observed and noted instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
3. Pre and post-conferences will occur during the regular school day with a mutually agreed upon time.
4. After the overall or final post-conference meeting, the teacher will have two (2) days to review the score and make any additions of evidence to that score. By the end of the post-conference, the teacher and the administrator will have reached a consensus on the evidence provided. The evaluator can make changes to that score, based on evidence and submit it to the teacher.

Walkthroughs

- A. A walkthrough is a formative computer generated form that focuses on one or more of the following components:
1. Evidence of planning;
  2. Lesson delivery;
  3. Differentiation;
  4. Resources;
  5. Classroom environment;
  6. Student engagement;
  7. Assessment; and
  8. Professionalism.
- B. A classroom walkthrough is NOT:
1. formal observation;
  2. a "gotcha" opportunity for supervisors or evaluators;
  3. an isolated event;
  4. a shortcut to the observation protocol required as part of the teacher evaluation process;
  5. performed arbitrarily;
  6. conducted without being in full sight of the classroom teacher.
- C. The walkthrough will be at least 5 consecutive minutes.
- D. If deficiencies are noted, a formal debriefing will occur no later than two days after the walkthrough.
- E. The teacher will be provided a copy of the completed walkthrough form.

Remediation of Deficiencies Identified During Observations and Walkthroughs

- A. Formal observations and walkthroughs resulting in the identification of performance deficiencies will be addressed during the post-observation

conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator will be compiled and reported in writing and a copy of the written report will be provided to the teacher at the post-observation conference or formal debriefing.

- B. The evaluator involved will make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
- C. The evaluator and teacher will develop a plan for remediation of identified deficiencies and such plan will be reduced to writing and provided to the teacher.
- D. The improvement plan, as outlined in this section, will detail:
  - 1. Performance issues documented as deficient;
  - 2. Specific performance expectations;
  - 3. Opportunities provided by the District to support necessary professional development of the teacher;
  - 4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
  - 5. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under an improvement plan.
- E. If an improvement plan is developed prior to March 15, those identified deficiencies will be reevaluated as part of the performance assessment process for the next observation of that school year. An improvement plan for deficiencies that are successfully remediated during the remainder of the school plan will be deemed completed.
- F. If an improvement plan is developed after March 15, the plan will be continued into the next school year. A plan for improvement of identified deficiencies will be developed by the teacher with their evaluator. It will be written to allow ample time for improvements.

#### Finalization of Evaluation

- A. Final Written Report
  - 1. Before the evaluation cycle is final, a copy of the formal written evaluation report will be given to the teacher and a conference will be held between the teacher and the evaluator.
  - 2. Value-added data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
  - 3. For teachers not having value-added data, they will use vendor assessments or locally determined student growth measures that measure mastery of the course content for the appropriate grade level and those will be used for the current year's evaluation rating. (ORC 3319.112(B)2) Teachers using vendor assessments will have student growth measures based on the initial or first score of the vendor assessments.
  - 4. Students of teachers with absences reaching a total of 24% or more missed

classes during an instructional period will be excluded from the student growth measures portion of the evaluation model for that school year.

5. All final scoring will be made by using the following:
  - ii. Each Domain will be scored independently using with a score of 1-4 ("Ineffective"- 1, "Developing"- 2, "Skilled" - 3, "Accomplished" - 4).
  - iii. Each Domain that consists of more than one section will be scored by averaging the 1-4 scores of each section of that particular Domain.
  - iv. Once the ten (10) Domains have been scored, those scores will be averaged for the final evaluation score.
  - v. Any score that ends in .5 or above will be rounded up to the next highest score.

#### B. Completion of Evaluation Cycle

1. The summative evaluation of a teacher will be based upon student growth measures resulting from assessments that were administered in accordance with law and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation will acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluation report will be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report will be signed by both parties, and sent to the superintendent.
2. A teacher may request no more than one (1) additional formal observation at any time in addition to those required by this procedure per evaluation cycle.

#### C. Response to Evaluation

1. The teacher will have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, will be provided to the teacher.
2. The Clay Board of Education will help provide all teachers identified as "ineffective" the means and the methods to improve their performance in the classroom.
3. The policy of the Clay Board of Education shall follow the collective bargaining agreement to non-renew/terminate the employment of teachers.

## Mentor Teacher (Coach) for Teachers on an Improvement Plan

- A. The evaluator may provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.
- B. Role of the Mentor Teacher
  1. The mentor teacher must have a minimum of 7 consecutive years of teaching experience in the district.
    - a. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
    - b. The mentor teacher must hold a valid teaching certificate/license.
    - c. A current classroom teacher.
    - d. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with staff members.
    - e. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools not to disparage or ridicule.
    - f. The mentor will be from the same building and subject or licensure area, if possible.
  2. Release Time
    - a. Each mentor teacher will be granted release time for direct mentoring activities. Release time will be separate from any other release time covered under this agreement and will be coordinated by the building administrator.
  3. Protections
    - a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher will not be part of that staff member's evaluation.
    - b. A mentor teacher will not be requested or directed to make any recommendation regarding the continued employment of the teacher.
    - c. No mentor teacher will be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
    - d. All interaction, written or oral, between the mentor teacher and the teacher will be regarded with confidentiality. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher and will also remove them from future mentoring assignments.
    - e. At any time, the mentor teacher or the teacher may exercise the

option to have a new mentor teacher assigned to the teacher. No specifics will be given as basis for the exercise of this option and said change will occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one time by the mentor teacher or the teacher.

Removal of Poorly-Performing Teachers (Ineffective in Student Growth and Teacher Performance):

- A. Teachers of core subject areas as defined by state law, who have received a rating of "ineffective" for two out of three of the most recent school years must register for and take all written examinations of content knowledge selected by the ODE.
- B. If a teacher passes an examination and provides proof of that passage to the teachers' employer; the employer shall require the teacher, at the teachers' expense, to complete professional development (PD) that is targeted to the deficiencies identified in the teachers' evaluation.
- C. If the teacher receives a rating of "ineffective" on the next teacher's evaluation after completion of the PD, or the teacher fails to complete the PD, it shall be grounds for termination under section 3319.16 of the ORC.
- D. If the teacher who takes the examination passes that examination, and provides proof to the teacher's employer, the teacher shall not be required to take the examination again for three years, regardless of the teacher's evaluation rating or the Performance Index Score ranking of the building in which the teacher works.
- E. No decision to terminate or not to renew a teacher's contract shall be made solely on the basis of the results of a teacher's examination under this section. The evaluator will be expected to observe practices that were addressed in the PD or improvement plan during walkthroughs and observations.

Due Process

- A. Teachers who disagree with the rating of performance and/or the summative, or overall, evaluation rating will be allowed to request a review by the Superintendent.
- B. The Superintendent will obtain the evaluators notes and any other relevant documentation prior to the review. All parties will cooperate with the review process.
- C. A teacher will be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending termination.

Personnel Action Requirements

- A. The evaluation procedure contained in this agreement will not be used in

any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed.

- B. This section does not preclude the school district with regard to any other reason for non-renewal or other employment under state law and this collective bargaining agreement.
- C. The evaluation procedure will not be used for any decision concerning the assignment, re-assignment or transfer of any teacher except as spelled out in Article 14 - Reduction in Force.
- D. Any teacher being non-renewed must be notified no later than June 1<sup>st</sup>.

#### **~ Article 14: Teaching Days and Hours**

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

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

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

- D. Two parent-teacher conferences will be scheduled each year. Grades 6-12 will hold conferences from 3:00-5:00 & 5:30-8:30 PM. Grades 5 and below will hold conferences from 3:30-5:30 & 6:00-9:00 PM in the elementary buildings.

- E. Days to Hours: HB 59 and ORC 3313.48 set forth a new school calendar and the hours needed to meet the state mandated minimum instruction time. The school will continue to be five days.

The Clay Local School District will continue to work 183 days per school year and 7.5 hour days as outlined in Article 14. All members of the CEA will continue to be paid their full pay without any deductions due to school being closed due to weather or any other reason.

The current state mandated minimum hours are:

1. 910 hours for all day kindergarten - 6<sup>th</sup> grade
2. 1001 hours for grades 7 - 12

These hours include planning periods as well as parent-teacher conferences and in-service days as well as waiver days.

Five calamity days will be extended by the Board of Education then additional days missed will be made up day-for-day. In the event of severe weather or other extreme circumstances, the Board of Education may extend additional calamity days at their discretion.

### **~ Article 15: Preparation and Conference Time**

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

### **~ Article 16: Personal Leave**

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

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

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

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

## ~ Article 17: Bereavement Leave

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

## ~ Article 18: Sick Leave

- A. Each bargaining unit member will be granted fifteen days of sick leave with pay for each year under contract, which will be credited at the rate of one and one-quarter (1 1/4) sick days per month. Teachers may accumulate two hundred seventy-five (275) sick leave days.
- B. Each bargaining unit member will qualify for sick leave absences with full pay, up to the total number of days accumulated. Sick leave may be used for one or all of the following reasons:
  - 1. Personal illness, injury, or illness due to pregnancy.
  - 2. Exposure to contagious diseases, which could be communicated to others. Prior to returning to work the employee will provide a written statement from the attending physician indicating that the above condition no longer exists and providing a date for returning to duty.
  - 3. Illness, injury, or death in the employee's immediate family. The "immediate family" will be defined as spouse, sibling(s), parent(s), children, grandparent(s), and grandchildren of the bargaining unit member or their spouse. A maximum of five (5) sick days per year may be used for illness of all "immediate family" members other than spouse, child, parent, grandparent, or grandchild. The intent of this language is to allow the employee to visit seriously ill relatives in the hospital or any other location where they are being cared for. Employees are not permitted using sick leave to care for grandchildren or other relatives who are minimally or moderately ill at home, and who are under the care and custody of their parents, spouse, or other typical caregiver.
  - 4. Up to three (3) sick leave days will be granted for deaths in the extended family--i.e. aunt(s), uncle(s), cousin(s), niece(s), and nephew(s).
- C. Any bargaining unit member who has exhausted their sick leave will be advanced sick leave in an amount not to exceed that number of days that can be earned by that member during the balance of the current school year. The advancement will be repaid through future teaching service or the member will make a cash reimbursement to the Board.
- D. If a bargaining unit member is absent for more than five (5) consecutive days a physician must be consulted and a written return to work statement will be provided from the physician. The statement must include an anticipated return date and be presented to the building principal on the sixth day of absence. When a change in the anticipated return date occurs,

the new anticipated return date must be presented to the building principal at that time.

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

#### **~ Article 19: Jury Duty/Witness Leave**

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

#### **~ Article 20: Assault Leave**

- A. A bargaining unit member who has been physically assaulted/attacked by a parent, student, or other parties will be eligible for assault leave. This assault does not have to be on Board premises or in attendance at an official school function to be eligible for assault leave. This clause, on a case by case basis, may also cover any bargaining unit member who is assaulted or

attacked by school-related parties even if that assault/attack was not on school grounds or at a school function.

- B. To make application for assault leave, the bargaining unit member will furnish the Superintendent with a statement which indicates the following: the nature of the inflicted injuries; the date of the occurrence; the identity, if possible, of the individual(s) causing the assault; the facts surrounding the assault; and the willingness of the bargaining unit member to pursue legal action along with the Board against the assailant(s) in the appropriate court of law. If medical attention is required, the bargaining unit member will supply a certificate from a licensed physician stating the nature of the injury/disability and its expected duration.
- C. If court action results, the bargaining unit member will be granted leave of their professional duties upon request to the Superintendent or designee with no loss of pay for days in court or consultation as will be required by counsel or law enforcement officers. This applies to days or hours that cannot be transacted outside of the normal teaching duties or hours.
- D. If an assault on a bargaining unit member results in the bargaining unit member being unable to perform their duties, the bargaining unit member will be provided leave without loss of pay or benefits. The attending physician will submit a medical recommendation to the Superintendent as to the fitness of the individual to assume their duties. However, the Board may require, at its own expense, a second opinion from a licensed physician not associated with the attending physician.
- E. Assault leave may be granted on a case by case basis as deemed necessary by the attending physician. These assault leave days will not be deducted from any other accumulation of authorized leave.
- F. At the termination of the assault leave, the bargaining unit member will return to their same or similar professional assignment held prior to this leave.
- G. The pay of a bargaining unit member on assault leave will be reduced by the amount received by that individual, if any, for Worker's Compensation as a benefit to cover loss of pay as a result of the injury. However, the bargaining unit member's pay will not be reduced by benefits received from Worker's Compensation to cover expenses for occupational diseases, medical diseases, medical expenses, nursing expenses, hospital services, medicines, and/or rehabilitation services.

## **~ Article 21: Payroll Deductions and Association Security**

- A. The Treasurer will authorize the following payroll deductions for teachers in the number of installments indicated in parentheses.
  - 1. Insurance (12 or 24),
  - 2. Annuities (12 or 24),
  - 3. Credit Union (24),
  - 4. Municipal income taxes, state taxes, and federal taxes(26), and/or

5. Authorized unified professional association dues (10) [Association dues shall be deducted in equal installments beginning in October.]

B. The deductions will be submitted by the Treasurer according to law or contract.

C. The Association holds the Clay Local School District harmless from all claims during or relating to the application of this article.

## **~ Article 22: Methods of Payment**

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

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

## **~ Article 23: Severance Pay**

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

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

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

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

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

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

#### **~ Article 25: No Strikes**

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

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

#### **~ Article 26: Savings Clause**

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

#### **~ Article 27: Waiver of Negotiations**

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

**~ Article 28: Severability**

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

**~ Article 29: Duration of Contract**

The wages, hours, terms, and conditions of this contract will be effective on the date both parties ratify it through July 1, 2017. A base salary only reopener will occur in July 2015.

**~ Article 30: Copies of Contract**

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

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

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

**~ Article 32: Local Professional Development Committee (LPDC)**

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

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

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

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

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

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

### **~ Article 33: Professional Leave/Expenses**

Professional Leave:

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

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

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

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

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

Expenses for Professional Leave [see Appendix D]:

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

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

Other Professional Duty Expenses [see Appendix D]:

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

## **~ Article 34: Supplemental Contracts**

- A. All current supplemental contracts will become a part of this Contract at current salary rates. These salaries will increase/change at the same percentage as the base salary increase/change. [see Appendix B]
- B. Any supplemental contract listed in this contract may or may not be filled from year to year at the Board's discretion. Bargaining unit members will be given first consideration on all supplemental contracts.
- C. The Board reserves the right to add supplemental positions and to establish salaries for any position added, as long as the new positions are placed into the proper classification/category, salaries are comparable with those existing in the same classification/category, and bargaining unit members are given first consideration on the supplemental contract.
- D. The procedure for payment of supplemental contracts is as follows:
  1. The employee will submit a written request for payment to the appropriate building administrator.
  2. The building administrator will certify completion of the supplemental duty assignment to the Treasurer and request that payment be made.
  3. Upon completion of all duties and request for payment; Fall Sports will be paid by Nov.1, Winter sports will be paid by April 1, Spring Sports will be paid by June 1, and Curriculum based supplemental positions will be paid within one month of completion or by June 1. If request for payment is made after the payroll process for the period has begun, salary will be included in the next payroll period.



~ Article 36: Salary

YEARS	BACHELORS	B.S. + 5 YEARS	MASTERS	MASTERS + 15
0	31,483	32,679	34,474	36,142
1	32,679	34,033	35,985	37,717
2	33,876	35,387	37,496	39,291
3	35,072	36,741	39,007	40,865
4	36,268	38,094	40,519	42,439
5	37,465	39,448	42,030	44,013
6	38,661	40,802	43,541	45,587
7	39,857	42,156	45,052	47,162
8	41,054	43,510	46,563	48,736
9	42,250	44,863	48,075	50,310
10	43,447	46,217	49,586	51,884
11	44,643	47,571	51,097	53,458
12	45,839	48,925	52,608	55,032
15	47,036	50,278	54,119	56,606
20	48,232	51,632	55,630	58,181
25	49,428	52,986	57,142	59,755

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

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

### **~Article 37: Incentives**

#### **CLS District/Ohio Department of Education Report Card Rating Incentive**

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

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

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

### **~Article 38: Association Leave**

1. The Board will grant one (1) day of Association leave per school year to each Officer of the Association to attend to official NEA/OEA/CEA business, meetings, conferences and conventions, not to include grievance or arbitration hearings.

2. The Association will pay the cost of a substitute for the Association Officer taking leave, if applicable.

3. Association leave will not be deducted from sick leave, personal leave or any other leave.

## ~Article 39: Tuition Reimbursement

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

Clay Local School District  
Application for Tuition Reimbursement

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

Name of College or University \_\_\_\_\_

During the \_\_\_\_\_ quarter (semester) of the \_\_\_\_\_ academic year.

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

Date class(es) start \_\_\_\_\_

The credit hour rate currently being charged by the college or university is

\$ \_\_\_\_\_ per quarter/semester hour.

Explain how this course related to your current teaching assignment:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Date and time received: \_\_\_\_\_

\_\_\_\_\_ Approved                      \_\_\_\_\_ Disapproved

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

Appendix A

Grievance Report Form

Grievance No. \_\_\_\_\_

To be filed in duplicate

\_\_\_\_\_  
Name of Aggrieved

\_\_\_\_\_  
Date filed

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
Building

STEP 1 and STEP 2

Date discussed with Principal \_\_\_\_\_

Disposition by Principal at informal level

Time and date Grievance Occurred \_\_\_\_\_

1. Statement of Grievance

2. Articles and Sections Violated

3. Relief Sought

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Appendix A - continued

Date Formal Grievance Submitted to Principal \_\_\_\_\_

Disposition by Principal

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

STEP 3

Date Submitted to Superintendent \_\_\_\_\_

A. Position of Aggrieved or Association

\_\_\_\_\_  
Signature of Aggrieved or Association

\_\_\_\_\_  
Date

B. Disposition of Superintendent

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

STEP 4

Date Submitted to Board \_\_\_\_\_

A. Position of Aggrieved or Association

\_\_\_\_\_  
Signature of Aggrieved or Association

\_\_\_\_\_  
Date

B. Disposition by Board

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

Appendix B

CLAY LOCAL SCHOOL DISTRICT  
 SUPPLEMENTAL/DUTY SALARY SCHEDULE  
 2014-2015

Base Salary	0	1-2	3-4	5-6	7-8	9-10	11-12	13+
\$	YRS	YRS						
31,483.00								
Varsity Basketball /Ath. Dir. (Boys & Girls)	4156	4439	4722	5006	5289	5572	5856	6139
Volleyball	2204	2330	2456	2582	2708	2833	2959	3085
Baseball	2204	2330	2456	2582	2708	2833	2959	3085
Softball	2204	2330	2456	2582	2708	2833	2959	3085
Soccer	2204	2330	2456	2582	2708	2833	2959	3085
Track	2204	2330	2456	2582	2708	2833	2959	3085
Varsity Cheerleader	2204	2330	2456	2582	2708	2833	2959	3085
Yearbook	2204	2330	2456	2582	2708	2833	2959	3085
Assistant Basketball (Boys & Girls)	1889	1983	2078	2172	2267	2361	2456	2550
Cross Country	1259	1354	1448	1543	1637	1732	1826	1920
9th grade Basketball	1259	1354	1448	1543	1637	1732	1826	1920
Golf	1259	1354	1448	1543	1637	1732	1826	1920
Tennis	1259	1354	1448	1543	1637	1732	1826	1920
Assistant Softball	1259	1354	1448	1543	1637	1732	1826	1920
Assistant Soccer	1259	1354	1448	1543	1637	1732	1826	1920
Asst Volleyball/Asst Baseball	1259	1354	1448	1543	1637	1732	1826	1920
Jr. High Basketball (Boys & Girls)	1259	1354	1448	1543	1637	1732	1826	1920
Jr. High Volleyball	1259	1354	1448	1543	1637	1732	1826	1920
Jr. High Cheerleader	1259	1354	1448	1543	1637	1732	1826	1920
Quiz Bowl	1259	1354	1448	1543	1637	1732	1826	1920
Stage Band/Marching Band Performances	1259	1354	1448	1543	1637	1732	1826	1920
Vocal Music/Choir K-12	1259	1354	1448	1543	1637	1732	1826	1920
National Honor Society	787	850	913	976	1039	1102	1165	1228
Drama Club	787	850	913	976	1039	1102	1165	1228
Junior/Senior Prom	787	850	913	976	1039	1102	1165	1228
Science Fair (2)	787	850	913	976	1039	1102	1165	1228
Student Council	787	850	913	976	1039	1102	1165	1228
Mock Trial	787	850	913	976	1039	1102	1165	1228
Assistant Golf	750							
Assistant Tennis	750							

Assistant Cross Country	750		
PR/District Newsletter	500	Kindergarten Orientation	100
Science Lab Preparation	500	Tutoring/Home Instruction	20.00/hr.
Homecoming	300	Title I Coordinator	2600
Jr. High Quiz Bowl	300	Art Show	
County Fair Display Coord.	300	HS (District & County) Area Exhibits	500
		Elem (District)	250

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

## Appendix C

### Employee Contact Form

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

Name: \_\_\_\_\_

Building: \_\_\_\_\_

email address: \_\_\_\_\_

Address where you can be reached from August 1 through \_\_\_\_\_.

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

(     ) \_\_\_\_\_

Appendix D

CLAY LOCAL SCHOOL DISTRICT  
PROFESSIONAL LEAVE REIMBURSEMENT

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Date(s) of Professional Leave \_\_\_\_\_

Reason(s) for Professional Leave \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Professional Leave \_\_\_\_\_

\_\_\_\_\_

Anticipated Cost of Professional Leave:

Registration Fee(s): \_\_\_\_\_

Mileage (contract rate): \_\_\_\_\_

Meal(s): \_\_\_\_\_

(up to \$25.00/day) \_\_\_\_\_

Lodging:

Hotel / Motel: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Nights: \_\_\_\_\_

Occupancy:           Single           Double

Cost per Night: \_\_\_\_\_

Other Expenses (Please itemize):

Approved by Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

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