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Collective Bargaining Agreement

between

The Clay Education Association

and

The Clay Local Board of Education

2024 - 2027

COLLECTIVE BARGAINING AGREEMENT

between

THE CLAY EDUCATION ASSOCIATION

and

THE CLAY BOARD OF EDUCATION

{2024- 2027}

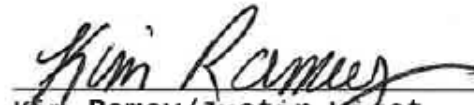
This agreement between the Clay Local Board of Education and the Clay Education Association is hereby approved.

For the Clay Local Board of Education

For the Clay Education Association



**Todd Warnock
Superintendent**



**Kim Ramey/Justin Wiget
Co-Presidents, CEA**

Date of Board Approval

Date of Association Ratification

4-22-2024

4-18-2024

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This document represents a contractual agreement entered into this 30th day of June, 2024 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, an OEA/NEA affiliate, hereinafter referred to as the "Association," as the sole and exclusive representative for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised and all other employment related matters. The bargaining unit shall include all certificated full-time or part-time employees currently employed or to be employed, under a regular written teaching contract excluding aides, tutors, non-certified employees, management level employees, supervisory employees, principals, assistant principals, administrative supervisory staff and non-teacher certified personnel. Full-time employees shall be those who work 7.5 hours per day or more and are contracted to work a minimum of one hundred twenty (120) days or more in a work year. Part-time employees shall be those who work 3.75 hours per day or less or who work less than one hundred twenty (120) work days in a work year. Substitutes, except those who are assigned more than 60 consecutive working days to the same specific position, 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 workforce; 8) to determine the overall mission of the school district as an educational unit; 9) to effectively manage the workforce; 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 Association shall be provided time to communicate with bargaining unit members during a specified time to take place within the teacher work days before student classes begin for the school year.

2. 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. The Association shall have access to employee mailboxes and other facilities where mail is received and the use of the District's mail and email distribution systems.

3. Upon request, the Association President will be provided all agendas, minutes, and other information other than confidential information generally provided to 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.

4. The Association shall be permitted to make announcements at general staff meetings, building meetings, and District meetings at the end of such meetings and use the school building's public address system in accordance with established procedures. Duly authorized representatives of the Association and its affiliates may transact Association business on the District's property any time before, after, or during the regular work day, including Internet or mail use, provided that such business does not interfere with the assigned duties of an employee.

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. The District shall provide the following bargaining unit member information of public record, in an electronic format if available, to the Association upon request.

- Name
- Home Address
- All phone numbers provided to the District
- Personal email address
- Work site
- Grade level or assignment
- Date of hire
- Seniority Date
- Employment Status (limited contract, continuing contract)
- Type of credential
- Pay rate
-

9. The Board of Education shall prohibit adverse actions related to employment decisions, the application of any provision of this collective bargaining agreement, the creation and/or application of any Board of Education Policy, and shall prohibit bullying, harassment of any kind, or any other act of discrimination, based upon any of the following:

- Age
- Race
- National Origin
-

- Disability
- Religion
- Gender
- Gender Identity
- Sexual Orientation
- Marital Status
- Veteran Status
- Union Membership or Activism
-

Further, all personally identifiable and medical information relating to any of the above shall be considered confidential information and will not be released except as required by local, state, or federal law. The Board of Education shall respect and uphold each employee's right to privacy and constitutional rights as citizens.

B. Association Membership and Cancellation

1. Association membership is annual with the membership year being September 1 through August 31. (A newly hired teacher can begin membership the first day of the school year, continuing through August 31 of the following year.) Once a member enrolls, such membership shall be continuous thereafter for the subsequent membership year unless the individual cancels their membership.

2. Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association

~ 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 their 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. Definitions and Procedures

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 timeline will result in a grievance being waived, unless such failure to meet a timeline is affected 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 the 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 timelines 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 1st. 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 1st.

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 a 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 -

Current employees already in positions will continue to have 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 the same rate as other employees in the district. (Article 35)

Whether the retired employee is from our district or another district, employees hired after September 2018 will be hired with the following stipulations:

- a. placement on salary schedule - 10 years and will not advance beyond this step.
- 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 the same rate as other employees in the district. (Article 35)

6. New Hires - When the District / Board has a vacancy that cannot be filled by a member of the bargaining unit and posts that vacancy outside the District, members of the staff (in a similar or like position to the vacancy) may be involved in the screening process of applicants for that vacancy. The Board retains the right to hire whomever they choose for the vacancy.

~ 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 (notwithstanding 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 by email for no less than five (5) work days. Supervisory vacancies or new positions occurring during summer months will be posted for no less than five (5) workdays. Notification of all employees will also occur during the summer months as described in Article 8 Vacancies. Email notices will be sent the first day of the scheduled five (5) work days.

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 five (5) 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 projected levels of staffing or operations.

B. In the case of a reduction in force, the school board shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. ORC 3319.17 A bargaining unit member to be reduced may elect to displace another member in another certification/licensure area for which he/she holds the proper certification/ licensure and has greater seniority, provided the displacing member and the member being displaced have comparable evaluations.

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 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. 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 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.

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and assist teachers and administrators in identifying, implementing, and supporting best educational practices that will provide the greatest opportunity for student learning and student growth, as well as promotion and retention decisions for teachers.

The Board authorizes the Superintendent to establish and maintain an ongoing discussion with the District Leadership Team and with continuing participation by District teachers including representation on the DLT by the Clay Local Education Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

DEFINITIONS

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, Business Manager, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a

teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

D. is preferably / whenever possible an employee of the Clay Local School District, employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., and must hold at least one (1) administrator certificate/license under section 3319.22 of R.C.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"High-Quality Student Data" - means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

"Value-Added" - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

"Evaluation Cycle" - means the period of time for the completion of the evaluation procedure. The evaluation cycle period is from the establishment of a professional growth or improvement plan, to be completed by each teacher by September 30th of each school year, and is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric". [Drafting note: You may choose to

identify where these forms reside, i.e. in an appendix to the policy, in an evaluation handbook, etc.]

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy that are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

STANDARDS-BASED TEACHER EVALUATION

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, student growth, teacher use of High-Quality Student Data, and other locally determined criteria.

Each teacher evaluation will result in an evaluation rating of:

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) including the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio teacher Resident Educator program in the year during which the teacher takes at

least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has discretion to place a teacher on an Improvement Plan in lieu of a professional growth plan at the conclusion of an evaluation cycle based on any individual deficiency exhibited in the evaluation system by the teacher.

G. An improvement plan shall include:

- Specific, measurable instructional practices to be observed;
 - Specific, evidence-based resources, and assistance to be provided;
- and
- Clearly articulated timelines for the completion of the plan.

H. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per evaluation cycle.

BOARD PROFESSIONAL DEVELOPMENT PLAN

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs" and on evidence provided by the teacher. Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels and;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

A teacher may provide evidence to the credentialed evaluator to help support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting student growth and educational progress, student interest or learning styles surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented will be considered in the evaluator's assessment of the teacher.

No evaluation data should be obtained through subterfuge, and no teacher performance information shall be collected by video or audio devices that are not within the District's normal operating procedures.

The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

The CEA and the District will work together in the attempt to provide teachers on an improvement plan with a mentor teacher (assigning volunteers first) who is not the credentialed evaluator (unless they are already under a mentor teacher with the Resident Educator Program). The District will work with the mentor teacher to allow for consultation and observation time with the teacher.

- A mentor teacher shall hold a valid teaching license and have a minimum of 5 consecutive years of teaching experience in the District.

- The mentor teacher shall not have a formal evaluation role.

- All interaction between the mentor teacher and the teacher shall be regarded as confidential.

- Each mentor teacher shall receive a stipend of \$500 for each assigned mentee, to be paid at the end of the school year.

FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

A. A teacher not under consideration for nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

1. Timeline of evaluations

a. once after ten (10) days have passed from the beginning of the first semester until five (5) days before Christmas break and

b. once between the dates of five (5) days after Christmas break to May 1st. The teacher will be notified of the scheduled date on all formal observations.

c. All formal observations shall be announced and scheduled.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the

final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration of nonrenewal shall receive at least three (3) formal observations in addition to periodic, at least two (2), classroom walkthroughs. The Board shall perform a minimum of three (3) 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 under Ohio Rev. Code 3319.11.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher

who receives a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated under a full evaluation cycle.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism. [Drafting note: you may choose to identify where these measures reside, i.e, in an appendix to the policy, in an evaluation handbook, etc.]

Each teacher evaluated under this policy may annually complete a "Self-Assessment" utilizing the Tools: *Using the Standards for the Teaching Profession for Self-Assessment*, *Ohio Continuum of Teacher Development: A Resource Tool for Educators*, or the *Self Assessment Summary Tool*, but it is not required by the District if it is not a requirement of OTES 2.0.

FORMAL OBSERVATION PROCEDURE

A. The first formal observation will be preceded by a conference between the

evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation will also be preceded by a conference between the evaluator and the employee prior to the observation.

B. A post-observation conference shall be held after each formal observation.

INFORMAL OBSERVATION/CLASSROOM WALKTHROUGH PROCEDURE

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A walkthrough shall consist of 5 to 15 minutes consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

No more than three (3) walkthroughs shall be conducted in each evaluation cycle, unless agreed to by the evaluator and the teacher.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment, and should include that teacher's evaluator.

USE OF HIGH-QUALITY STUDENT DATA

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards

- B. measures what is intended to be measured
- C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught
 - D. demonstrates evidence of student learning (achievement and/or growth)
 - E. follows protocols for administration and scoring
 - F. provides trustworthy results; and
 - G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

- A. critically analyze and reflect upon results to support improvement and enhancement of student learning
- B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class
- C. inform and adapt instruction to meet student needs; and
- D. measure student learning achievement and/or growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality student data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above. When utilizing vendor assessments to construct high-quality student data, all affected staff shall be offered training on the utilization of the assessment program.

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's Leadership Team (DLT)

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as

Employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning;

Faculty from a post-secondary institution who have a degree in education or a related field;

The District Leadership Team

FINAL EVALUATION PROCEDURES

Evaluators will consider evidence gathered during the evaluation cycle and presented by the teacher for the current school year to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as areas for improvement, if any.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

RETENTION AND PROMOTION DECISIONS / REMOVAL OF POORLY PERFORMING TEACHERS

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

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 11 - Reduction in Force.

The evaluation procedure contained in this agreement shall not be used in any decision concerning the removal of any teacher until three (3) evaluation cycles have been completed.

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, the school board shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. ORC 3319.17 A bargaining unit member to be reduced may elect to displace another member in another certification/licensure area for which he/she holds the proper certification/licensure and has greater seniority, provided the displacing member and the member being displaced have comparable evaluations.

The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board may consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished." It is further agreed that comparable evaluations shall be defined as follows and RIFs will be conducted in the following order:

- (1) Bargaining unit members without a previous year's evaluation rating,
- (2) Ineffective OTES rating
- (3) Developing OTES rating
- (4) Skilled or Accomplished OTES ratings

REMOVAL OF POORLY PERFORMING TEACHERS

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Clay Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Clay Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

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.

~ 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 use their keycard to exit and then again upon reentering the building.

B. The length of the school year will not exceed one hundred eighty-three (183) -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. Conference days will be a Professional Development Day for teachers followed by all grades holding parent-teacher conferences from 1:30 - 7:00 PM.

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 unless a differing resolution is adopted by the District Board of Education.

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 - 6th 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 an additional 5 days will be conducted virtually with students attending classes on-line. In the event of severe weather or other extreme circumstances, the Board of Education may extend additional calamity days at their discretion.

F. Yearly Calendar - The District will consult with two Association officers in

the creation of the school calendar each year, prior to Board approval.

~ Article 15: Preparation and Conference Time

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.

Each member of the bargaining unit will be given daily preparation and conference time in accordance with state minimum standards.

Members may be asked but will not be required to cover a class during this preparation and conference time unless the staff member has in excess of 200 minutes of planning time per week.

The Board agrees to make every effort to provide a "substitute" teacher at the daily substitute rate of pay.

Teachers will not be asked to teach online students in addition to a full 5-day weekly schedule without making appropriate time available for them to do so or compensating them for time spent after the regular work schedule.

~ 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 bargaining unit member. These three (3) days will be unrestricted and may be approved by the building principal.

Any bargaining unit member desiring to utilize personal leave must notify their building principal 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, aunt, uncle, niece, nephew and cousin(s), 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 three hundred (300) 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), sister-in-law(s), brother-in-law(s), parent(s), mother-in-law, father-in-law, 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. 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). This deduction shall be without cost to the Association or the member. [Association dues shall be deducted in equal installments beginning in October.] In the event an employee severs employment, the District Treasurer shall deduct all owed and remaining dues from the employee's last check.

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 at least one-fourth (1/4) of their accumulated sick leave times their most recent daily rate of pay, not to exceed fifty (50) days severance pay. Employees with the district fifteen (15) years or more will (under like terms) receive up to sixty (60) days severance pay. Employees with the district twenty (20) years or more will (under like terms) receive up to seventy (70) days severance pay. Employees with the district twenty-five (25) years or more will (under like terms) receive up to seventy-five (75) days severance pay. Employees with the district thirty (30) years or more will (under like terms) receive up to eighty (80) days severance pay.

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

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

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

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

1. The amount to be "picked-up" on behalf of each employee will be the percentage as determined by STRS of the employee's gross annual compensation or any statutorily mandated increase. The employee's gross annual compensation will be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax.

2. The pick-up percentage will apply uniformly to all members of the bargaining unit as a condition of employment.

3. The parties agree that should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

4. Payments for sick leave, personal leave, severance supplementals, etc. (including unemployment and worker's compensation) will be based on the employee's gross or daily gross pay prior to the reduction as basis (gross pay divided by the number of days in a teacher's contract).

~ Article 25: No Strikes

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

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

~ Article 26: Savings Clause

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

~ Article 27: Waiver of Negotiations

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

~ Article 28: Severability

If any provision of this contract is found by a court of competent jurisdiction to be illegal, it will be deemed invalid. However, all other

provisions will continue in full force and effect. The parties will meet within thirty (30) days to renegotiate only the provision(s) found to be illegal.

~ Article 29: Duration of Contract

The wages, hours, terms, and conditions of this contract will be effective on the date both parties ratify it through July 1, 2027. A base salary only reopener will occur in July 2025 and July 2026 if needed.

~ 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 or placed under the STAFF Tab of the Clay Local Schools Website with all members having access. Each bargaining unit member hired thereafter will also receive a copy or be informed of location on the website. 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 or updated on the website 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 comprise 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 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 \$750.00 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 \$35.00 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 agrees to pay 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 a request for payment; positions will be paid. Curriculum based supplemental positions will be paid within one month of completion or by June 1. If a request for payment is made after the payroll process for the period has begun, salary will be included in the next payroll period.

E. Annual salaries for supplemental duties are based on the number of years of experience that the person has been employed to perform such duties in the past, either in this or another school district. For an individual's experience to qualify for recognition the following conditions must exist:

1. An employment contract must have been issued.
2. The employment contract must be verifiable.
4. The duty must be in the same activity--i.e. cheerleaders, quiz bowl, volleyball, etc.
5. The experience must have been at or above the current level--i.e. varsity baseball, reserve basketball, etc.

F. In the event that a supplemental contract is not or cannot be completed, for whatever reason (employee or Board), the employee's compensation shall be determined according to the percentage of the duty, which was completed, as determined jointly by the Superintendent and Association President.

G. Any holder of a supplemental contract, who takes their team/group/squad on a pre-approved team-related or school-related function, will be paid mileage (contract rate) for this trip/function. [see Appendix F]

H. Supplemental contracts held by Clay employees will be performed outside the normal scheduled 7.5 hour day, unless it is a curriculum based supplemental.

~ Article 35: Insurance(s)

A. The Board will provide teachers with insurance coverage as listed below and paid in the percentage amounts indicated.

Medical: Family Premium - 85%(SHP 1), 95%(SHP 2)
Single Premium - 85%(SHP 1), 95%(SHP 2)

Life: \$40,000 Term Life Premium - 100%
(The option to buy additional insurance is available.)

Dental: Premium - 85%

Vision: Family Premium - 85% Single Premium - 85%

B. The determination of all insurance carriers rests solely with the Board, provided any policy purchased is at least equivalent to current levels of benefits.

C. The Board will pay 100% of the premiums for one (1) family policy for medical, dental, and vision insurance for any couples in which both parties are employed on a full time basis by the Clay Local Board of Education.

D. For part-time employees, the Board will pay a portion of the full-time employee's single or family benefit premium that equals the percentage of time for which the part-time employee is contracted to work.

~ Article 36: Salary

| CLAY LOCAL SCHOOL DISTRICT | | | | |
|---|------------------|-----------------------|----------------|--------|
| 2024-25 CERTIFICATED SALARY SCHEDULE | | | | |
| YEARS | BACHELORS | B.S. + 5 YEARS | MASTERS | |
| 0 | 45,242 | 46,961 | 49,540 | 51,938 |
| 1 | 46,961 | 48,907 | 51,712 | 54,200 |
| 2 | 48,680 | 50,852 | 53,883 | 56,462 |
| 3 | 50,400 | 52,797 | 56,055 | 58,724 |
| 4 | 52,119 | 54,743 | 58,226 | 60,986 |
| 5 | 53,838 | 56,688 | 60,398 | 63,248 |
| 6 | 55,557 | 58,634 | 62,570 | 65,510 |
| 7 | 57,276 | 60,579 | 64,741 | 67,773 |
| 8 | 58,996 | 62,524 | 66,913 | 70,035 |
| 9 | 60,715 | 64,470 | 69,085 | 72,297 |
| 10 | 62,434 | 66,415 | 71,256 | 74,559 |
| 11 | 64,153 | 68,361 | 73,428 | 76,821 |
| 12 | 65,872 | 70,306 | 75,599 | 79,083 |
| 15 | 67,592 | 72,251 | 77,771 | 81,345 |

| | | | | |
|----|--------|--------|--------|--------|
| 20 | 69,311 | 74,197 | 79,943 | 83,607 |
| 25 | 71,030 | 76,142 | 82,114 | 85,869 |
| 28 | 72,749 | 78,088 | 84,286 | 88,131 |
| 30 | 74,468 | 80,033 | 86,457 | 90,394 |

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 1% of his/her placement of the salary schedule (excluding supplemental/extended time) to be paid upon release of the State Report Card if the Clay Local School District receives a PERFORMANCE INDEX of 80-100% on the previous year's district ODE State 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 supplemental/extended time) to be paid upon release of the State Report Card if the Clay Local School District receives a year's worth of growth on the progress component of the report card as a district on the previous year's district ODE report card.

~Article 38: Association Leave

1. The Board will grant two (2) days of Association leave per school year to each Officer of the Association to attend official NEA/OEA/CEA business, meetings, conferences and conventions, not to include grievance or arbitration hearings. Such leave may be used in full day increments only.

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. Bargaining unit members 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 bargaining unit member 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 coursework 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 within sixty (60) days following submission of a grade report and evidence the fee has been paid or a student loan has been obtained. 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 relates to your current teaching assignment:

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

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

Signature

Date

Date and time received: _____

_____ Approved

_____ Disapproved

Superintendent's Signature

Date

Appendix A

Grievance Report Form

Grievance No. _____

To be filed in duplicate

Name of Aggrieved

Date filed

Assignment

Building

STEP 1 and STEP 2

Date discussed with Principal _____

Disposition by Principal at informal level

Time and date Grievance Occurred _____

1. Statement of Grievance

2. Articles and Sections Violated

3. Relief Sought

Signature

Date

Appendix A - continued

Date Formal Grievance Submitted to Principal _____

Disposition by Principal

Signature of Principal

Date

STEP 3

Date Submitted to Superintendent _____

A. Position of Aggrieved or Association

Signature of Aggrieved or Association

Date

B. Disposition of Superintendent

Signature of Superintendent

Date

Appendix A - continued

STEP 4

Date Submitted to Board _____

A. Position of Aggrieved or Association

Signature of Aggrieved or Association

Date

B. Disposition by Board

Signature of Board President

Date

Appendix B

