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NEGOTIATED AGREEMENT

EAST CLINTON EDUCATION ASSOCIATION

AND THE

EAST CLINTON LOCAL BOARD OF EDUCATION

CLINTON COUNTY

JULY 1, 2025 THROUGH JUNE 30, 2026

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ARTICLE 1 – RECOGNITION

A. The East Clinton Local School District Board of Education, hereinafter referred to as the "Board," recognizes the East Clinton Education Association, as affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive agent representing the bargaining unit.

B. The "bargaining unit" is defined as (A) all full-time certified/licensed employees hired under a regular teaching contract, (B) all certified/licensed employees hired under a regular teaching contract who teach 50% of the time, or more, and (C) certified/licensed employees on Board approved leaves of absence that otherwise qualify. The following are excluded from the bargaining unit: all substitute teachers, aides, non-certified personnel, the Superintendent, building principals, administrative assistant, assistant building principals, athletic director, psychologist and individuals who hold other administrative or supervisory positions.

C. "Member" as used throughout this agreement, shall mean a member of the bargaining unit as defined in B above.

D. The Association recognizes that the Board is the duly elected body charged by law with the sole authority to establish the educational and other policies of the district and that the Board retains all of its legal authority except to the extent it is expressly limited by this contract. Unless otherwise agreed to in this Negotiated Agreement, nothing herein impairs the right and responsibility of the Board to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure;

2. Direct, supervise, evaluate or hire employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the mission of the public employer as a governmental unit; and

10. Make the rules and regulations by which the students and employees of the Board will be governed.

11. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify any existing provision of this agreement. The parties also hereby agree and understand that the Board shall have the right to unilaterally implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations over the effects of the implementation if requested to do so by the Association. These mid-term negotiations shall be conducted in accordance with the negotiation procedures contained in Article 2 of this contract. The grievance procedure shall be the exclusive process for resolving disagreements/disputes arising under this Article with regard to the Board's compliance with the mid-term/interim bargaining procedures set forth herein.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

A. Definitions

1. "Day" means calendar days unless otherwise indicated.

2. "Good Faith" – The obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are submitted to negotiations. All parties are obligated to deal openly and fairly with each other. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. Such obligation shall not require either party to change their proposal on any matter being negotiated.

3. "Party" – When used, shall mean the Association and the Board.

B. Initiating Negotiations

Negotiations on a successor agreement may begin any time after April 1 during the year the agreement expires. Negotiable items shall be wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the contract.

1. All requests for the initiation of negotiations shall be made in writing. The request initiated by the Association shall be directed to the Superintendent; the request initiated by the Board shall be directed at the President. The written request for negotiations shall include:

   a. Date of letter
   b. Statement of matters to be discussed

2. A written reply shall be sent by the receiving party within five (5) calendar days of receipt of said request. This letter shall include:

   a. Date of letter
   b. Times, place and date of three (3) proposed dates for the initial negotiation session.

3. All negotiations shall be in accordance with the provision of this contract.

C. Negotiation Sessions

1. The parties shall meet at a time and place as established under Section B of this Article for the first negotiation session. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.

2. Within one week of the request a mutually convenient date shall be arranged. At the initial session the parties shall exchange their detailed written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

D. Negotiations Team

1. Each team may be made up of a maximum of five (5) people. Each team shall designate a chairperson.

2. The parties may call upon consultants to assist in preparing for bargaining and to utilize them for consultation during bargaining sessions. The expense of the consultants shall be borne by the party requesting them.

3. Each party may have two (2) observers present during bargaining sessions.

E. Information

The designated representative of the Board and the Association agree to make available to each other all available public information in issues being negotiated.

Upon request, the Treasurer shall provide the Association with the following:

1. Training and experience grid
2. Financial Report by Fund (Fund Balance Summary from Monthly Treasurer's Report)
3. SF-3
4. SM-1 and all SM-2s
5. 5-Year Projection
6. Foundation Statement of Settlement
7. Annual Summary Report and rate increase data for all insurance coverage
8. Other Public Documents

F. Bargaining Meetings

1. Bargaining sessions shall not exceed three (3) hours in length unless mutually agreed otherwise.

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

G. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement(s) reached on any items may be withdrawn by either party at any time during the negotiation process.

H. Agreement

When an agreement is reached by the teams, that total agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board by the President of the Association. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the possible approval of the tentative agreement. If the agreement is adopted by the parties, it shall be signed by the respective presidents.

No provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

I. Impasse

In the event that agreement cannot be obtained on all issues being negotiated within 60 days of the first negotiations session, either team may declare impasse on all issues being negotiated except that the teams may mutually agree to withdraw any negotiation issues and submit them to the ratification procedures as herein before described.

If an impasse is reached and declared, the parties shall jointly contact the Federal Mediation and Conciliation Service and request the appointment of a federal mediator.

Mediation shall last for 30 days from the parties' first meeting with the mediator and if an agreement has not been reached within that time, then an impasse shall exist. Once the impasse procedures of this contract have been completed, the teachers may exercise the rights available to them under R.C. 4117.14(D)(2) and the Board may unilaterally implement any or all of its final offer made in negotiations, as permitted by law. The provisions of this dispute settlement procedure shall supersede all other provisions of ORC § 4117.14.

ARTICLE 3 - RENEGOTIATIONS

Negotiations on a successor agreement begin after April 1 on the year the agreement expires. Negotiable items shall be wages, hours, terms and other conditions of employment, and the continuation modification or deletion of an existing provision of the contract.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. Definition of Grievance

1. A "grievance" is a complaint involving the alleged violation, misinterpretation or misapplication of this contract.

2. A "grievant" shall be defined as a member, members or the Association who has allegedly been harmed by the alleged violation, misinterpretation or misapplication of this contract.

3. A "day" shall be defined as calendar days, excluding Saturday, Sunday and holidays.

B. Step One

Within 20 days of the act or omission that gives rise to the grievance, any member having a grievance shall first discuss such grievance with his/her building principal. If an alleged violation occurs outside of the school year, then the time for filing the initial grievance shall not begin until the first teacher work day of the following school year. The member

shall indicate to the principal that this is Step One of the grievance procedure. The Grievant may bring the building representative or other employee of the district to this informal level of the grievance procedure. If the grievant chooses to bring a representative, then the principal may have another employee of the district sit in at the Step One level of the grievance procedure.

C. Step Two

If this discussion at Step One does not resolve the grievance to the satisfaction of the member, he/she shall have the right to file a written grievance with the building principal involved in Step One. If said grievance is not filed within twenty (20) days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived. The written grievance shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provision of the contract or Board policy allegedly violated, misinterpreted or misapplied. The grievant shall have a right to request a hearing before the building principal at this level. It shall be at a time mutually agreeable to the grievant and his/her principal. If the grievant is accompanied by an employee of the district at the hearing, the principal may likewise have an employee of the district as a witness and/or observer at said hearing.

The principal shall take action on the grievance within seven (7) days after the receipt of said grievance or, if a hearing is requested, within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing by the principal and sent to the grievant.

D. Step Three

If the action taken by the principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or his/her designee. Failure to file such appeal within seven (7) days from the receipt of the written decision of the principal shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within seven (7) days of the receipt of the request or at a mutually agreed date. The grievant shall be advised in writing of the time, place and date of said hearing and shall have the right to be represented at such hearing by a representative of the Association and the principal may be represented by a person of his/her choice.

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

E. Step Four

If the action taken by the Superintendent or designee does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board. The notice of appeal shall be sent to the Superintendent or designee and a copy filed with the Treasurer of the Board. Failure to file such appeal within seven (7) days of receipt of the written decision of the Superintendent or his/her designee shall be deemed a waiver of the right to appeal. The Treasurer shall place the matter on the agenda for the next regular meeting of the Board in executive session. The grievant and the principal shall each have the right to be represented at such meeting by a representative of their choice.

The Board shall act upon such appeal not later than its next regular meeting. Copies of the written decision of the Board shall be sent to the grievant, Superintendent or designee, building principal and the Association.

This shall be the last step for grievances involving alleged violations, misinterpretations or misapplication of Board policy.

F. Step Five

If the action taken by the Board does not resolve the grievance involving an alleged misinterpretation, misapplication or violation of this contract to the satisfaction of the grievant, the grievant may appeal in writing to the Treasurer of the Board that he/she intends to take said grievance to arbitration. The notice of the appeal must be filed within seven (7) days of receipt of the written decision of the Board. If not, the grievant shall be deemed to have waived the right to appeal.

The arbitrator shall be chosen from a list provided by the Federal Mediation and Conciliation Service ("FMCS"). Selection of the arbitrator and the conduct of the hearing shall be in accordance with the procedures established by FMCS. The arbitrator shall hold the necessary hearing promptly and issue the decision within fifteen (15) days of the close of the hearing or as soon as reasonably possible. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the grievant, and the Association.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her.

The costs for arbitration shall be shared equally by the Board and the Association.

G. General Provisions

1. No reprisals of any kind will be taken by or against any party or participant in the grievance procedure by either party.

2. Grievance form(s) and any other documents related to the Grievance Procedure shall not be place in the member's personnel file.

ARTICLE 5 – ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

A. The Association shall have the right to utilize a portion of a school building for meetings in the same manner as any other group or member of the public.

In addition, the Association may use a school room for the purpose of a committee or other similar small meeting, provided the use of said classroom has been scheduled in advance with the principal and said meeting does not interrupt or disturb any other previously scheduled activities.

B. Use of teacher mailboxes to distribute notices, circulars and other Association material. A copy of said material will be given to the principal.

C. Use of the inter-school mail system to distribute material of the type described above.

D. The Association will have a separate bulletin board in each teacher lounge or workroom.

ARTICLE 6 – SICK LEAVE

A. Each member shall be eligible to earn fifteen (15) days sick leave each year at the rate of one and one-fourth (1 ¼) days per month.

B. Members may use sick leave for absences due to illness, injury, exposure to contagious disease, pregnancy, and a reasonable number of days for illness in the member's immediate family. Immediate family is defined as meaning spouse, children, brothers, sisters, father, mother, father-in-law, mother-in-law and any relative living in the same household as the member. Members not giving birth to a child may use up to three (3) weeks of sick leave immediately following the birth of a child or the legal adoption of a child.

C. Members may use sick leave for absence due to death of spouse, children, brothers, sisters, father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parents, grandparents, grandchildren, aunts, uncles and any relative living in the same household as the member. Ordinarily, the maximum number of days allowable for such death is five (5). However, additional days will be approved by the Superintendent when there is good cause to do so.

D. A member may accumulate an unlimited amount of sick leave.

E. If a member is absent for reasons covered by sick leave, before he/she has sufficient time to accumulate sick leave, a deficit of not more than five (5) days will be debited against anticipated accumulated sick leave with the agreement of the member.

F. At the discretion of the Board, additional sick days may be advanced if the member is assaulted while in the performance of his/her contractual duties.

G. In order to utilize sick leave, the member must furnish a written, signed statement on a form prescribed by the Board to justify the use of sick leave. If medical attention is required, the written request for sick leave shall include the name and address of each attending physician consulted and the dates when consulted.

H. Falsification of a sick leave request shall be grounds for termination of employment pursuant to Section 3319.16 of the Ohio Revised Code.

If the Superintendent reasonably believes that a member is using sick leave in an inappropriate manner or is falsifying the request(s) for sick leave, the Superintendent may request that the member provide a physician certificate or other documentation justifying the use of sick leave. Such a request may be made if the member has used fifteen (15) or more days in a school year in such a manner that is frequent and sporadic, and is not related to treatment of a chronic illness or condition. The member shall provide the documentation within ten (10) school days.

I. Sick leave may be taken in half-day or full-day increments. Half day refers to taking any time more than 45 minutes up to four hours and 45 minutes. Full day refers to taking any time more than 4 hours and 45 minutes.

ARTICLE 7 – SICK LEAVE BANK

A. A member that has exhausted all of his/her sick and personal leave may apply to the sick leave donation (SLD) committee for a donation of sick leave days. The application shall include a licensed physician's statement indicating the nature of the illness or injury, diagnosis and prognosis, and the projected date of return to work.

Upon receipt of the application, the SLD committee shall notify all members that a request for sick leave days has been made, including the name of the individual requesting sick days donation. The requesting member may only be granted up to twenty (20) days for the first application. If those days are exhausted, the member may make an additional application for up to another twenty (20) days.

Upon receiving notification of the request for a sick days' donation, each member may donate up to five (5) days of sick leave that will be credited to the requesting member. If the SLD committee receives donations more than the number of days requested, they will

be utilized on a first come, first served basis, determined by the time on the emails sent offering donations.

The SLD committee will notify the Treasurer, in writing, the name of each donor, how many days they are donating, and the name of the person to whom the days should be credited. Upon receive of this information, the Treasurer shall verify that each donor has the requisite number of days available, and if so, deduct those days from the donor and credit the requesting member. The committee shall notify each donor as to the use or not of their donation.

B. Under no circumstance will a member be entitled to more than a total of forty (40) donated days in any school year.

C. Applications for sick leave donations may only be made for accidental catastrophic injury, major surgery, or serious illness to the member, his/her spouse, ward or any person living in the same household as the member.

D. The SLD committee shall be composed of the Superintendent and Treasurer (or their designee) and three (3) Association members appointed by the Association President.

E. This decision of the committee shall not be subject to the grievance procedure.

ARTICLE 8 – CHILD CARE LEAVE

A. If requested, child care leave without pay shall be granted to a member to care for his/her newly born or newly adopted child for up to twelve (12) consecutive months, except the member's return from leave must be at the beginning of a school year or the beginning of a semester.

B. A member shall submit a written notice to the Superintendent at least thirty (30) days prior to his/her initiation of child care leave except where the adoption procedures give less than thirty (30) days' notice. The notice shall state the approximate date the leave shall commence.

C. While on leave, the member shall be required to enroll in COBRA to maintain health benefits.

D. At the expiration of the leave, the member shall be offered the same or similar position within his/her area of certification.

E. Child care leave shall not extend a limited contract past its term but the taking of such leave shall not be the basis for non-renewal.

F. Seniority shall not accrue while on leave. However, upon return, said member will maintain his/her previous seniority status.

G. If the member wishes to purchase retirement credit for the period of time, he/she is on the unpaid leave, he/she shall pay his/her portion of the retirement contribution as well as the Board's portion of the retirement contribution.

ARTICLE 9 - PROFESSIONAL LEAVE

A. The Board may grant, upon request, professional leave to each member of the district. The leave shall be for professional workshops, conventions, laboratories, or other educational experiences which are within the assigned teaching field of the member.

B. The Board shall reimburse for the following:

1. Round trip mileage from the school to place of meeting in the State of Ohio. Transportation costs outside the state shall be calculated on the basis of the distance from the district.

2. Registration fees.

3. Lodging at the rate approved in administrative guidelines.

4. Meals (on overnight trips and not included in the registration fee).

5. Other items of expense connected with the conference, with prior approval. Itemized expenditures must be presented to the Treasurer of the Board, upon the return to the district, to receive final reimbursement.

6. In the event the experience can be accomplished online, the Board will reimburse registration fees only.

ARTICLE 10 - SABBATICAL LEAVE

A. A member who has completed five (5) years of service may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions: The member shall present to the Superintendent for approval, a plan for professional growth in the area of the member's licensure prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed. The member may be required to return to the district at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this state.

B. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the bargaining unit at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a second time to the same individual when other teachers have filed a request for such a leave.

C. This section is subject to all other provisions of ORC 3319.131.

ARTICLE 11 – MILITARY LEAVE

A. Any member who has left or leaves a teaching position, by resignation or otherwise, and within forty (40) school days thereafter entered or enters the uniformed services, and who has returned or returns from such service with a discharge other than dishonorable, shall be reemployed by the Board of the district in which he/she held such teaching position, under the same type of contract as that which he/she last held in such district if the member, within ninety (90) days after such discharge, applies to the Board for reemployment.

B. Upon such application, the member shall be reemployed at the first of the next school semester, if the application is made not less than thirty (30) days prior to the first of the next school semester, in which case the member shall be reemployed the first of the following school semester, unless the Board waives the requirement for the thirty-day period.

C. For the purpose of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof, shall be counted as though teaching service had been performed during such time.

D. The Board in which such member was employed and is reemployed under this section may suspend the contract of the member whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof, in accordance with Article 15, Reduction in Force.

ARTICLE 12 – PERSONAL LEAVE DAYS

A. Each full-time member shall have three (3) days of paid personal leave days each school year to transact personal business which cannot be conducted outside the regular workday. Part-time members shall be granted an equivalent amount of teaching time for personal leave on not more than three (3) regularly scheduled school days.

B. Personal leave shall be governed by the following criteria:

1. Notification for personal leave shall be made to the principal and/or Superintendent at least three (3) days prior to such leave, except in cases of unforeseen circumstances.

2. Personal leave shall not be granted on the first and last day of school, nor on parent-teacher conference days. Personal days prior to a day preceding or following a day when school has been closed for holidays or other breaks, shall not be granted without special approval by the Superintendent. Approvals on these dates may be granted for reasons that are unavoidable on the member's part. The Superintendent may request documentation or further details prior to granting this request.

3. Unused personal leave days are not cumulative from year to year.

4. Emergency situations not covered by the member's sick leave, which require absence from classroom duties, may be approved by the Superintendent.

C. Personal leave shall not be used for vacation, other employment or other recess from contractual duties.

D. Any unused personal leave days at the end of the school year will be paid at the rate of $160 per day unless the member makes a request to the Treasurer on or before the last school day to convert the unused personal days to sick leave.

E. Personal leave may be taken in half-day or full-day increments. Half day refers to taking any time more than 45 minutes up to 4 hours and 45 minutes. Full day refers to taking any time more than 4 hours and 45 minutes.

ARTICLE 13 – JURY DUTY

A. When a member is called for jury service, he/she shall give the Superintendent or designee proper notice and he/she shall suffer no loss in salary while on jury duty.

B. When a member is required to appear in court in an action arising from his/her employment with the Board, he/she shall suffer no loss in pay.

ARTICLE 14 – OTHER UNPAID LEAVES OF ABSENCE

A. Upon the written request of a member, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive years for educational, professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request. If applying for leave for medical reasons, the member shall supply, with the request, a statement from a physician specifically stating in terms of months, weeks and/or days, the period of time the member will be unable to return to work because of illness.

B. While on leave, the member shall be required to enroll in COBRA to maintain health benefits.

C. At the expiration of the leave, the member shall be offered the same or similar position within his/her area of certification.

D. This leave of absence shall not extend a limited contract past its term, but the taking of such leave shall not be the basis for nonrenewal.

E. Seniority shall not accrue while on leave. However, upon return, said member will maintain his/her previous seniority status.

ARTICLE 15 - ASSAULT LEAVE

A. The Board shall grant up to ten (10) days of assault leave per school year, with pay, to any member who is physically unable to work as a result of a physical assault on him/her while the member is performing his/her contractual duties.

B. If assault leave is for more than five (5) days, the Board may require the member to be examined by a physician of the Board's choice, at Board expense, in order to confirm the nature and extent of injury.

ARTICLE 16 - REDUCTION IN FORCE

A. If in the sole judgment of the Board it determines to make a reduction in force because of declining enrollment on a district, building, or program level, return to duty of regular teachers after leaves of absence, suspension of schools, territorial changes affecting the District, lack of funds, or other financial reasons (*e.g.*, the loss/reduction of grants; loss/reduction of state or federal funds), then reduction by attrition will be used to the extent possible. If further reductions are required, limited contracts shall be suspended, in whole or in part, in accordance with the recommendation of the superintendent within each teaching field, licensure area or position affected No teacher shall be given preference based upon seniority, except when making a decision between teachers whose most recent evaluation overall effectiveness ratings are comparable. If it becomes necessary to reduce further after all limited applicable contracts have been suspended, then continuing contracts shall be suspended, in whole or in part, in accordance with the recommendation of the superintendent within the teaching field, licensure area or position affected by the Reduction in Force. No teacher shall be given preference based upon seniority, except when making a decision between teachers whose most recent evaluation overall effectiveness ratings are comparable.

B. "Seniority" for the purposes of this provision shall mean the number of continuous years of District service commencing with the most recent date of employment by the Board. Approved leaves of absence shall not count as years of service but shall not constitute a

break in service. Annually prior to October 1, the Administration shall prepare a seniority list, any objections or corrections will be made by October 15. Thereafter the seniority list will be conclusive.

"Comparable overall effectiveness ratings" for the purpose of this provision shall mean the same overall effective rating assigned to teachers resulting from their most recent evaluation as follows:

1. Accomplished or Skilled
2. Developing
3. Ineffective

C. When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend action to reduce staff to the Association and the affected members at least 20 calendar days prior to such action of the Board.

D. Members whose contracts have been suspended shall be recalled in the reverse order of layoff within each teaching field, licensure area or position affected.

Any member whose contract is suspended pursuant to this section of the contract shall be placed on a recall list for reemployment for two years. If a vacancy occurs in such a member's area of certification, he/she shall be offered the vacancy before outside applicants are considered. At the request of the Superintendent, members may be required to take a Board paid three (3) semester hour curriculum and methods course (or related course) if the member has not taught in the area of certification within the last five (5) years.

E. If a member refuses an offered vacancy, his/her name shall be removed from the priority list and the Board's obligation hereunder terminated.

F. The Board has fulfilled its responsibility herein by sending a written notice of vacancy to a member on the list by certified mail at the last address left by the member. Unclaimed, refused or non-deliverable notices, as well as failure to respond within 10 days of the posting of the notice shall constitute refusal of the vacancy.

G. If requested, members laid off whose overall effectiveness rating is Accomplished, Skilled or Developing (but not Ineffective) shall be offered substitute positions that occur before other substitute teachers.

H. If allowable by the insurance carrier, members whose contracts have been suspended will be able to maintain their insurance benefits during the time on the priority list provided the member pays the full cost of the premium for the insurance benefits to the Treasurer of the Board in advance each month.

ARTICLE 17 - PERSONNEL FILE

A. A personnel file of each member shall be maintained in the office of the Superintendent. This shall be considered a confidential file to the extent permitted by law and the only official file of recorded information on the member.

B. Upon advance request, a member shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee. The member shall have the right to be accompanied by an Association Representative. A representative of a teacher shall be given access to the file of said member to the same extent permitted by law.

C. A member shall be informed, in writing, when any derogatory material is being placed in his/her file. Upon request, the member will be provided with a copy of the material.

D. A member shall have the right at any time to attach a written reply to any material being placed in his/her file, and this reply shall be attached to the material in question.

E. Anonymous letters or complaints shall not be placed in a member's file.

F. The member may submit letters of merit which shall be placed in his/her personnel file.

G. Any member shall have the right to obtain a photo static copy of any item in his/her file upon the payment of the reasonable cost of photocopying said material.

H. The provisions of this section of the contract shall not be construed as limiting the rights accorded to a member pursuant to Chapter 1347 of the Ohio Revised Code.

ARTICLE 18 - TEACHER ADMINISTRATION LIAISON

Upon request of the teachers, the principal shall meet during the second full week of school in the months of September, November, February and April (on a mutually acceptable day and time) with a liaison committee to discuss matters of concern at the school. The principal and the liaison committee may meet more often by mutual agreement. Said liaison committee shall consist of three (3) teachers at the building level. In addition, the ECEA President may attend as a silent participant. A recorder will see that the Principal, all members of the committee and the Superintendent receive a copy of minutes from these meetings within on (1) week after each meeting.

The purpose of such meeting(s) is neither to serve as an alternative to the grievance procedure nor to supplement negotiations.

ARTICLE 19 – LABOR MANAGEMENT COMMITTEE

Superintendent shall, at the request of the Association and/or the Superintendent, meet with up to four (4) teachers appointed by the Association, and the President of the Association to discuss issues that may be of concern. A recorder will see that all members of the committee receive a copy of minutes from these meetings. The purpose of said meeting(s) is neither to serve as an alternative to the grievance procedure nor to supplement negotiations.

ARTICLE 20 – PHYSICAL EXAMINATION

If a member of the bargaining unit is required by the Board to take a physical exam, the Board will pay for the cost of the physical exam, provided it is conducted by a choice of local doctors recommended to the member by the Board.

ARTICLE 21 – CONFERENCES

In the event that parents wish to schedule a conference with a member, the parents will be referred to the member for the scheduling of the conference. If a date cannot be agreed to through this process, the principal shall set the time and date for the parent-teacher conference. In the event the administration schedules the parent-teacher conference for the teacher outside of the scheduled parent-teacher conference time, the member will be paid the hourly rate of the base salary.

ARTICLE 22 – COMPLAINTS

A. Any member of the public wishing to make a complaint will be advised to initiate the complaint with the appropriate building administrator. When a Board of Education member receives a complaint from a non-employee, he/she shall refer the complaining party to the appropriate administrator.

B. Each member of the bargaining unit shall be notified of any and all verbal and/or written complaints from a member of the public concerning that member if the member may be disciplined, reduced in rank and/or compensation, non-renewed, suspended without pay, and/or terminated in whole or in part because of the complaint. This notification shall be made within ten (10) school days from the date of the receipt of the complaint.

C. The administration shall not withhold the identity of the complainant unless the complainant has requested that his/her identity not be disclosed.

D. The investigating administrator shall meet with the employee about any complaint the administrator intends to investigate and/or which could lead to disciplinary action being taken against the member. No complaint shall lead to disciplinary action until the teacher has had the opportunity to meet with the administrator to present the member's response to the complaint. During this meeting, the member may respond to the allegations

contained in the complaint and may identify witnesses which the member wishes the administrator to interview about the complaint. The administrator shall interview the witnesses before any discipline will be instituted.

E. If requested by the teacher, the complainant, or the administrator, and agreed to by all of those parties, a meeting involving those individuals and other appropriate individuals shall be held at a mutually agreeable time, place and date to discuss the complaint.

F. Any discipline issued due to a complaint addressed through this procedure shall be subject to the grievance procedure.

G. If the administrator concludes that there was no basis for the complaint, then no record of the complaint shall be placed in the member's personnel file.

H. Except as provided in this section and in section I of this provision, if an anonymous complaint about a member is received, and the administrator decides to take action on said complaint, the action shall be limited to having an informal conference with the member and no record of the conference shall be placed in the member's personnel file and no discipline shall ensue. This paragraph does not apply if the anonymous complaint is of the same nature, or alleges the same conduct, as any previous complaint.

I. This provision shall not apply to any complaint involving allegations of child neglect, child abuse, any act which may lead to the imposition of criminal charges, or any act which is reported to Children's Services or law enforcement.

J. All documents received and/or generated by this provision shall be subject to the Ohio Public Records laws.

ARTICLE 23 – SCHOOL CALENDAR

A. The Superintendent shall give the President of the Association copies of his/her one (1) proposed school calendar, which shall include the dates for parent/teacher conferences and open house, for the next school year at least three (3) weeks prior to Board action on the calendar.

B. The Superintendent will receive Association input and collaborate on possible changes in the proposed calendar during the three (3) weeks prior to Board action.

ARTICLE 24 – PLANNING AND PREPARATION

A. All members who teach in grades 6-12 exclusively shall receive a minimum of five (5) planning and conference periods per week equal to one (1) class period in length. A high school teacher or middle school teacher assigned to teach four (4) or more different core classes will be provided two (2) planning periods. See Appendix ___ for list of core classes. A member may agree to waive his/her right to a daily planning period. When such

occurs, the member shall be paid an additional one-seventh (1/7) (at the high school) or one-seventh (1/7) (at the junior high) of his/her regular salary. Under no circumstances shall a member be required to waive his/her right to a daily planning period.

B. All members who teach full time in grades K-5 exclusively shall receive 200 minutes of planning and conference time each work week in which there are five (5) school days. At least 120 minutes of this time shall be during the student day.

C. Members working less than full-time but 50% or more of the regular workday shall receive a planning period equal to one-half (½) that received by full-time members. Nevertheless, guidance counselors shall not have planning and preparation time as such but shall schedule their appointments in order to provide time to complete scheduling and other clerical functions which they must perform.

D. It is understood and agreed that on days when the start of school is delayed and/or on days when school is released early teacher(s) may receive less, or no, planning time and such an occurrence is not a grievable event.

ARTICLE 25 – EMERGENCY PERIOD SUBSTITUTES

A. In the event substitutes are not available, members will be asked to volunteer to serve as period substitutes during their regularly scheduled preparation periods.

B. Requests for period substitutes shall be made as far ahead as reasonable.

C. In the event no one volunteers, the principal shall assign members on planning time on a rotating basis to serve as a period substitute.

D. When events scheduled by the Board and/or administration require a teacher to be away from his/her teaching assignment, a substitute will be provided for his/her classroom/class periods.

E. In the event an adequate number of substitutes are not available, and a teacher is required to cover a class during the teacher's planning period, the teacher shall be compensated an amount of $30.00 per period covered. In the event an elementary teacher absorbs students from an absent teacher's class into his or her regular class, the elementary teacher shall be paid as follow for each occurrence:

One to nine students	$100.00
Ten to 19 students	$150.00
20 students or more	$200.00

Partial days will be prorated to the amount of time students are absorbed.

Half day = any time more than 45 minutes up to 4 hours and 45 minutes
Full day = any time more than 4 hours and 45 minutes

ARTICLE 26 – EVALUATION PROCESS

A. Evaluation Policy: As mandated by Section 3319.111 of the Ohio Revised Code, the Board has adopted a standards-based teacher evaluation policy which conforms to the framework for evaluation developed under section 3319.112 of the Revised Code, in consultation with teachers. That policy is identified for information and available to teachers on request, but is specifically not incorporated herein or made a part of this Agreement.

B. Evaluation Cycles

1. Full Cycle Year Observation

   a. The teacher completes a professional growth plan (PGP)/improvement plan
   b. The teacher participates in a minimum of two formal observations
   c. The teacher participates in a pre- and post-conference for each formal observation The pre-conference may be waived by mutual agreement.
   d. The teacher participates in a minimum of two (2) informal observations (walkthroughs)

2. Less Frequent Year Observation

   a. The teacher completes a professional growth plan
   b. The teacher participates in one scheduled information observation or, at the teacher's request, a formal observation
   c. The teacher participates in a post-conference observation

3. Completion of the Evaluation Process

   a. The final holistic evaluation rating of a teacher shall be based upon performance that is assessed during the walkthroughs, formal observations, and other evidence collected that is related to the performance rubric. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the evidence used to support the conclusions reached in the final evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

b. If, during the Full Evaluation Cycle Year, a teacher's evaluation resulted in an overall rating of "developing" or below, the teacher will:

   i. Be evaluated using the full evaluation cycle the following year.
   ii. Be assigned a credentialed evaluator for the following year.

c. If, during the full Evaluation Cycle Year, a teacher's evaluation resulted in an overall rating of "skilled" the teacher will:

   i. Be evaluated using the Less Frequent Evaluation Cycle the following year.

d. If, during the Full Evaluation Cycle Year, a teacher's evaluation resulted in an overall rating of "accomplished" the teacher will:

   i. Be evaluated using the Less Frequent Evaluation Cycle the following two (2) years.

C. Committee: The parties agree to establish a standing Evaluation Committee for the purpose of reviewing and recommending changes to the policy, procedure and process, including the evaluation instrument and High Quality Student Data, for the evaluation of teachers in the District.

1. Committee Composition

   a. The committee shall be comprised of four (4) members appointed by the Association president and four (4) members appointed by the Superintendent. In addition, the Superintendent shall be an ex officio, non-voting member and chair of the committee. Each party may invite one non-voting member to assist and/or attend committee meetings with prior notice to the other party.

   b. The agenda for each committee meeting will be jointly determined by the Superintendent and the Association president.

2. Compensation

   a. Any committee work performed outside the work day by teachers who are members of the committee will be paid at the rate established for Level 10 activities on the current Supplemental Salary Schedule.

3. Committee Responsibility and Authority

   a. The committee shall be responsible for reviewing and making recommendations for modification of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

b. The committee shall be responsible for reviewing, making recommendations, and approving all student learning objectives.

c. If either party wishes to consider any change or revision to the evaluation procedure or instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

D. Nonrenewal of Limited Contract:

1. If a teacher up for contract renewal is absent and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the teacher returns to work during the remainder of the school year.

2. If the teacher does not return to work during the remainder of the school year and is unavailable to be observed/evaluated, the Board shall decide to renew or non-renew the teacher utilizing the observations/evaluations which were completed prior to the teacher's absence as well as evaluations/observations from prior years if available.

3. A teacher whose regular limited contract is non-renewed shall be entitled to exercise the appeal process contained in 3319.11 of the Ohio Revised Code. The teacher recommended for nonrenewal shall have the right to present to the Board any evidence regarding teacher performance.

4. In the event the timelines for observing/evaluating a teacher up for renewal are extended until the end of the school year pursuant to Article 25, Section C, Subsection 1 of this Contract, the Board shall have until June 30 to non-renew that teacher.

ARTICLE 27 – LIMITED CONTRACTS

A. New Members

A one-year contract will be awarded to each bargaining unit member new to the East Clinton Local School District provided the member has three (3) years or less of public school teaching experience. If the member is renewed, the subsequent contract shall also be a one-year limited contract.

B. Third and Subsequent Limited Contracts

If the member is renewed, the third and subsequent will be provided to members in accordance with the following unless and until a member notifies the District of their eligibility for a continuing contract.

1. If the performance of a member is unsatisfactory or developing according to their most recent OTES evaluation, the member will be provided a one-year limited contract.

2. If the performance of a member is skilled according to their most recent OTES evaluation, the member will be provided a two-year limited contract.

3. If the performance of a member is accomplished according to their most recent OTES evaluation, the member will be provided a three-year limited contract.

ARTICLE 28 – CONTINUING CONTRACT ELIGIBILITY

A. Any bargaining unit member employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the member is eligible for a continuing contract no later than October 1 of the school year in which their current limited contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. It is the member's responsibility to maintain and track all documents necessary to be approved for continuing contract.

B. Failure to notify the Superintendent by applicable deadline shall be a waiver of the member's eligibility for the continuing contract for the following school year. If the teacher fails to notify the Board and the member is re-employed, he/she may be given a one (1) year limited contract for the following school year rather than a continuing contract. Notice received after the applicable deadline shall not serve as the notice required by this Section for the following school year.

C. A member becomes eligible upon receiving an effective rating on at least one of his/her two most recent teacher evaluations of "Accomplished" or "Skilled" and satisfaction of one of the following:

1. Member has been employed by the Board for a period of two (2) years and the member has previously attained continuing contract status in another Ohio public school district; or

2. Member has been employed in the school district three (3) of the last five (5) years and has a professional certificate; or

3. Member has been employed in the school district three (3) of the last five (5) years and has a professional educator license (under current law) whose initial teacher's certificate or license was issued prior to January 1, 2011, plus either of the following:

   a. If the member held a master's degree at the time of initially receiving a teacher's certificate (under former law) or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

   b. If the member did not hold a master's degree at the time of initially receiving a teacher's certificate (under former law) or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license.

4. Member has been employed in the school district three (3) of the last five (5) years and has held a professional educator license (under current law) for at least seven (7) years, and whose initial teacher's certificate or license was issued on or after January 1, 2011, plus either of the following:

   a. If the member held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license; or

   b. If the member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

5. Upon receiving an effectiveness rating of "Developing" or "Ineffective" on his/her most recent teacher evaluation, a member who is otherwise eligible for a continuing contract may be given a one (1) year extended limited contract. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request. If requested by the employee, the Board may give the employee another one year extended limited contract.

D. A member may withdraw his/her request for continuing contract at any time prior to Board action on his/her contract renewal.

E. This Article shall supersede and replace the requirements contained in Ohio Revised Code 3319.07, 3319.08, 3319.11, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts to the extent that it conflicts with the pertinent laws.

F. The form for Continuing Contract Eligibility is found as Appendix C in this negotiated agreement.

ARTICLE 29 – POSTING OF VACANCIES

A. Vacancies for bargaining unit positions for the next school year, including newly created positions and supplemental positions will be posted on the District website as they occur and ending at the start of the next school year. Vacancies will not be filled for ten (10) calendar days after posting, through July 10. Vacancies posted after July 10, may be filled any time after the posting.

B. Vacancies which are created during the school year by resignation, termination or creation of a new position, which are not filled by the transfer of a current bargaining unit member, shall be filled by a long-term substitute for the remainder of the school year and then posted in accordance with this Article.

C. Supplemental positions/vacancies created during the season or activity shall be posted for five (5) calendar days in each building.

D. The President of the Association shall receive a copy of each written notice at the time of the posting.

E. Any member interested in a transfer shall submit a written statement to the Superintendent indicating the desired change. Such request shall be submitted by May 30 of each year.

F. Any member interested in applying for a specific posted vacancy shall notify the Superintendent in writing. It shall be the responsibility of the member to periodically check for postings, especially in the central office during the summer months.

G. The Superintendent or designee shall contact those members with a written request on file (in accordance with E and F above) and arrange for an interview when a vacancy becomes available for which he/she is qualified. Upon request made to the Superintendent, the Superintendent shall meet with a member who is interviewed for a vacant position but does not receive the position for which he/she has filed an application. At the meeting with the Superintendent, the Superintendent shall provide the member with the reasons for the Superintendent's decision not to award the member the vacant position.

ARTICLE 30 – TEACHING ASSIGNMENTS

A. By the last day of the school year, members shall be notified of his/her tentative assignment for the next school year. Should changes occur in such assignment (including involuntary transfer); said member shall be notified as soon as possible after the decision is made and prior to assuming the new responsibilities.

B. Members may request a meeting with the Superintendent to discuss the reasons for the change and/or transfer.

C. Any member involved in an involuntary transfer/assignment may, at the end of the school year and after written application, receive consideration for voluntary transfers as defined in Article 27.

ARTICLE 31 – WORKING CONDITIONS

A. The contract year for members on regular teaching contracts shall be 184 days, with students in attendance for up to 180 days. However, the Board has the option to add up to three (3) days to the calendar paid at the member's per diem rate. The days added shall be contiguous to the school year, either at the start or end of the school year. Members shall be notified prior to the end of the preceding school year if the Board is going to exercise its option to add days to the school calendar for the next school year. The days added to the school calendar at the Board's option may be for the bargaining unit as a whole or for certain groups of the bargaining unit for professional development and in-service in order to meet the educational needs of the District.

B. The regular work day for members of the bargaining unit shall be 7 hours, 45 minutes in length, including a 30-minute duty-free lunch. The length of the student day in grades 6 to 12 shall be the same; however, the length of the student day at the elementary (grades K to 5) will remain 6 hours, 30 minutes. The first day teachers report at the beginning of the school year, prior to students reporting, shall be a teacher-directed work day. One day at the end of the first quarter, the second quarter and the third quarter will be a professional development day with at least half of the day for teacher-directed record keeping/planning. The elementary school open house will be scheduled no earlier than the second teacher day.

C. Each member shall have a thirty (30) minute duty-free lunch period included in his/her workday.

D. At the elementary buildings, monitoring duties such as hall, playground and cafeteria, shall be assigned on a rotating basis where it is practical to do so.

E. Any member who is assigned curriculum and textbook selection responsibilities and/or required to attend District grade level meetings which are to be performed outside of the

regular work day shall be paid at the Level 10 rate per hour on the Supplemental Salary Schedule for all hours which he/she is assigned to work outside of the regular work day. Assignment to curriculum and textbook selection responsibilities shall be on a voluntary basis.

F. Extended service shall be defined as employment for a number of days greater than the regular contract year.

G. In the event school is closed/cancelled due to inclement weather or otherwise, at the direction of the Superintendent:

1. For the first seven (7) days that school is closed/cancelled, members shall not be required to report and the days shall not be made up.

2. Unless expressly directed by the Superintendent or in the event of a Level 2 or 3 snow emergency ordered in Clinton County, for each closure/cancellation thereafter, members shall not be required to report to work until 10:00 a.m. and shall end their work day at 3:00 p.m. A member may elect to take personal leave in lieu of attendance should he/she deems it unsafe to travel to work. Such leave will be considered an emergency and shall be approved by the Superintendent.

3. When a delayed start is ordered due to inclement weather or otherwise, the teacher day will be reduced by the same amount and planning time may be reduced or eliminated at the direction of the principal.

ARTICLE 32 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. There shall be one (1) LPDC which shall function on a district-wide basis.

B. There shall be seven (7) members of the LPDC; four (4) teachers and three (3) administrators. The Association shall choose and appoint the teacher members pursuant to Section 3319.22 (C)(3) of the Ohio Revised Code, and the Superintendent shall choose and appoint the administration members.

C. Committee members shall serve a two (2) year term except during the first two years of its existence. During the initial term, two (2) teacher representatives as designated by the Association shall serve a three (3) year term and two (2) teacher representatives as designated by the Association shall serve a two (2) year term. Two (2) administrative members as designated by the Superintendent shall serve a two (2) year term and one (1) administrative member as designated by the Superintendent shall serve a three (3) year term.

D. Teacher vacancies shall be filled by the Association. Administrator vacancies shall be filled by the Superintendent.

E. The Superintendent and the Association President(s) shall convey the names of their respective LPDC members to each other no later than September 15 of each school year.

F. The LPDC shall elect its officers from among the members of the LPDC at an organizational meeting to be held no later than September 30 of each school year, at which time the members of the LPDC shall also designate a signatory and shall adopt a calendar of monthly meeting dates for the year.

G. Meetings of the LPDC shall not be held during times scheduled for teacher-student contact.

H. The responsibilities of the LPDC shall be as set forth in Section 3319.22(C)(1) of the Ohio Revised Code and as may be set forth by the State Board of Education and approved by the Ohio General Assembly.

I. The LPDC shall work by consensus, if possible.

J. At the beginning of each school year, LPDC work on certificate/licensure renewal shall not begin until all LPDC positions are filled.

K. The rate of pay for the Association members on the LPDC shall be determined pursuant to Article 46 at Level 9 rate on the Supplemental Salary Schedule.

ARTICLE 33 - SUMMER SCHOOL

The teacher work day for summer school shall be the summer school student day plus one hour for planning. Teachers shall be compensated at the Level 10 rate per hour on the Supplemental Salary Schedule for all hours they work.

ARTICLE 34 - LIFE INSURANCE

The Board will provide group life insurance for each member in the amount of $50,000, to the extent that such insurance is obtainable on the same terms, conditions and costs as all other teachers.

ARTICLE 35 - DENTAL INSURANCE

A. The Board shall provide the dental plan available through EPC or comparable plan, including orthodontia of $1,000.00, with the Board paying ninety percent (90%) of the single premium and seventy percent (70%) of the family premium for all members of the bargaining unit.

B. If a husband and wife are both employed by the Board, the Board shall provide either one family or two single plans. The choice/type of plan shall be determined by the members.

ARTICLE 36 – VISION INSURANCE

The Board will make a supplemental vision insurance plan available to eligible members through EPC. Members will be responsible for paying 100% of the insurance premium through voluntary payroll deduction.

ARTICLE 37 – HOSPITAL/MAJOR MEDICAL INSURANCE

A. The Board shall provide to eligible members employed by the Board the health insurance plan available through EPC or comparable coverage with the Board paying ninety percent (90%) of the single premium and seventy percent (70%) of the family premium. To qualify for the insurance benefit past the end of the school year, a person leaving the Board's employ, must date the letter of resignation effective August 31.

B. If a husband and wife are both employed by the Board, the Board shall provide either one family, two single plans, or one single HDHP and one employee plus children HDHP. The choice/type of plan shall be determined by the members.

C. The member's share of the premium payment shall be processed through a Section 125-A Internal Revenue Code Plan.

D. Members will be given a copy of the plan's current specifications summarizing the benefits and coverage levels, at least annually.

ARTICLE 38 – PAYROLL DEDUCTIONS

The Board shall provide payroll deductions for each member of the bargaining unit, at no charge to the member and/or the Association for the following payroll items:

A. Taxes (city, state and federal)

B. Association dues / FCPE

C. Group insurance plans where five (5) or more request deduction for the same plan.

D. State Teacher Retirement System

E. Annuities, providing at least five (5) members wish to take advantage of the same annuity program.

ARTICLE 39 – PAY PERIODS

A. Members of the bargaining unit will be paid in twenty-four (24) payments.

The first pay of the school year shall be the 15th of September. In implementing twenty-four (24) pays, payment shall be made on the 15th and 30th of each month. If a pay day falls on a Saturday, Sunday, or holiday, its pay day shall be the preceding Friday.

B. All members shall be paid by direct deposit, with notification of payment made by email. All new members will sign up when hired or the next open enrollment. Members are responsible for notifying the Treasurer's office of any changes in their bank account status.

C. Any errors on paychecks will be corrected the next pay period if the error is brought to the attention of the Treasurer within two (2) working days immediately following the pay in question, unless other arrangements are made with the member.

ARTICLE 40 – DUES DEDUCTION

A. No later than ten (10) calendar days prior to the first pay in October of each year, the Association Treasurer shall provide the Board's Treasurer with signed authorization forms requesting deduction of membership dues. The Treasurer shall deduct dues from the paychecks in twenty (20) equal installments beginning with the first pay period in October.

B. All money so deducted shall be remitted within ten (10) days of the deduction to the Treasurer of the Association, accompanied by a list of members for whom deductions were made and the amount for each said member. Members requesting any reduction in OEA dues must make such request in accordance with OEA policies.

C. The local Association Treasurer will notify the Board Treasurer of a member's reduction or cancellation of a member's dues within seven (7) days of the receipt of the notice of reduction or cancellation.

ARTICLE 41 – STRS ANNUITIZED PICK-UP

A. The Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid. The procedure shall be as follows:

The Board shall designate each member's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board, although they shall continue to be designated as employee contributions. The amount of the member's income reported by the Board as subject to federal and state income tax shall be the member's total gross income reduced by the then current percentage amount of the member's mandatory STRS contribution. No member's total salary shall be increased by such "pick up," nor shall the

Board's total contribution to STRS be increased thereby. There shall be no increased cost to the Board, except administrative costs necessary to implement this program.

B. The members of the bargaining unit acknowledge that the Board is not liable as the result of the implementation of this program (except to the extent of an error by the Board) and/or as the result of an adverse ruling by the Internal Revenue Service. If there is an adverse determination by the courts or the Internal Revenue Service, this pick up provision shall become null and void.

C. The pick-up shall become effective January 1, 1986, and shall apply to all compensation including supplemental earnings.

D. It shall be the responsibility of the individual member to adjust any personal annuities to remain in compliance with the I.R.S.

ARTICLE 42 – TRAVEL REIMBURSEMENT

The Board shall reimburse members for approved mileage at the IRS rate in existence as of the day the travel occurs, excluding any District-wide professional development held within Clinton County.

ARTICLE 43 – TUITION REIMBURSEMENT

A. A member shall be reimbursed up to one hundred twenty-five dollars ($125) per semester hour or one hundred dollars ($100) per quarter hour, to a maximum of ten (10) semester hours or thirteen (13) quarter hours per year per person to a maximum district-wide of $20,000 per school year. Courses must be taken between September 1 and August 31. The credit hours must be in course work approved by the Superintendent. If the maximum is exceeded, reimbursement shall be prorated among participating members. A member shall not be paid in excess of the billed course amount. The Treasurer shall provide a report of all reimbursement requests and all reimbursements paid at the request of the Association after October 15th each year.

B. Reimbursement for said courses shall be paid by October 15, provided evidence of the cost and payment and a certified transcript and/or grade card from a recognized college or university verifying that the credits were completed and earned is received by the Treasurer by October 1.

C. Transcripts will be provided for all instances where grade cards were accepted as proof of completion of course work.

D. If the certified transcript of completed credits is received prior to October 1 of any new school year and the credits earned entitled the member to move horizontally to a new column on the salary schedule, the member will be moved for that school year.

E. If the certified transcript of completed credits is received by January 15 of any school year and the credits earned entitles the member to move horizontally to a new column on the salary schedule, the member will be moved for the second semester of the school year.

F. If a teacher leaves the East Clinton School District within the same school year he/she received payment for classes by the Board under this provision, one hundred percent (100%) of the tuition reimbursement moneys paid to that teacher must be repaid to the Board prior to the end of the teacher's employment. Should the teacher fail to make such payment, the Board may attach and withhold any wages or salary due to the teacher for such repayment. Special consideration to waive the requirement to repay the Board will be given by the Superintendent if a teacher has cause to leave the district beyond the control or intent of the board or the teacher. (For example: spouse's relocation to another state).

ARTICLE 44 – COLLEGE CREDIT PLUS

A. A teacher who teaches a College Credit Plus class will be paid $150 per credit hour associated with the class.

B. The Board of Education may pay for College Credit Plus certification coursework when the Board plans to offer a College Credit Plus option to students based on the acquisition of certification of a member. The Superintendent will approve the required coursework outside of the Tuition Reimbursement process found elsewhere in the contract.

ARTICLE 45 – SEVERANCE PAY & SUPERSEVERANCE

A. Any member of the bargaining unit who has been employed by the Board for at least ten (10) years who elects to retire from service while in the employ of the Board, shall be paid twenty-five percent (25%) of his/her accumulated and unused sick leave to a maximum of sixty-five (65) days.

1. The rate of pay for all such accumulated days shall be the per diem rate of the member at the time of his/her retirement. Per Diem rate shall be computed by dividing the member's annual salary as of his/her last working day by the number of days of regular required duty.

2. Severance pay shall be paid to the estate of a deceased member if, at the time of death, the member met all the eligibility requirements to receive severance pay pursuant to this provision.

3. As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. To be eligible for severance pay, the member must be eligible to retire pursuant to one of these

systems as of his/her last date of employment and begin to receive benefits from the retirement system within sixty (60) days of his/her last date of employment.

4. Upon receipt of documentation from any of the above-named retirement systems authenticating official service retirement by the member, the Board shall forward such severance pay as required by this provision.

B. Superseverance

In the event a member resigned his/her employment for purposes of retirement through STRS with the Board at the end of the work year, he/she first becomes eligible to retire through STRS for a reduced benefit as follows:

1. 27 years of service, at least 10 years of service with East Clinton, employee will receive seventy-five percent (75%) of final annual salary paid over two (2) fiscal years. Payment within sixty (60) days of retirement notification through STRS, and the next payment within thirty (30) days of the start of the next fiscal year. This payment is in addition to severance the employee may qualify for pursuant to Section A. of this Article upon retirement.

2, Any member who elects not to resign his/her employment with the Board at the end of the work year his/she first becomes eligible to receive a reduced STRS retirement shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance payments pursuant to Section A. of this Article upon retirement.

ARTICLE 46 – RETIRED EMPLOYEES REEMPLOYED BY THE BOARD

A. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the East Clinton Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the East Clinton Local Board of Education or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

B. The salary to be paid to the retired member shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a member hired pursuant to this provision to be determined by the Board in its discretion but no less than five (5) years. To the extent this provision shall be in conflict with Chapter 3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

C. If a member hired pursuant to this provision wishes to utilize the health insurance plan offered by the Board, he/she may do so.

D. Members employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

E. Each one-year contract shall automatically expire upon the completion of the year and it shall not be necessary for the District to take formal action to re-employ the member pursuant to 3319.11, Ohio Revised Code, in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

F. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

G. In the event of a reduction in force, a member employed pursuant to this provision will not be considered to have any seniority over any other member although a member employed pursuant to this provision will be a member of the bargaining unit.

H. Members employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit and may carry their balance into the next school year if re-employed by Board. Members employed pursuant to this provision shall start each new school year with a personal leave balance of zero. (Statutory reference: ORC 3319.08).

All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including, but not limited to, Sections 3319.11, 3319.111 and Chapter 3317 of the Ohio Revised Code.

ARTICLE 47 – SALARY

The Board shall implement the following salary schedules:

2025-2026 – 3% increase

41,823

EAST CLINTON LOCAL SCHOOL DISTRICT
Salary Schedule
2025-2026
3.0%

Step	DEGREE		150 HOURS		MASTERS		MASTERS +15		SPEECH	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
1	1.000	$ 41,823	1.038	$ 43,412	1.095	$ 45,796	1.108	$ 46,340	1.408	$ 58,887
2	1.038	$ 43,412	1.081	$ 45,211	1.143	$ 47,804	1.158	$ 48,431	1.443	$ 60,351
3	1.076	$ 45,002	1.124	$ 47,009	1.191	$ 49,811	1.208	$ 50,522	1.478	$ 61,814
4	1.114	$ 46,591	1.167	$ 48,807	1.239	$ 51,819	1.258	$ 52,613	1.513	$ 63,278
5	1.152	$ 48,180	1.210	$ 50,606	1.287	$ 53,826	1.308	$ 54,704	1.548	$ 64,742
6	1.190	$ 49,769	1.253	$ 52,404	1.335	$ 55,834	1.358	$ 56,796	1.583	$ 66,206
7	1.228	$ 51,359	1.296	$ 54,203	1.383	$ 57,841	1.408	$ 58,887	1.618	$ 67,670
8	1.266	$ 52,948	1.339	$ 56,001	1.431	$ 59,849	1.458	$ 60,978	1.653	$ 69,133
9	1.304	$ 54,537	1.382	$ 57,799	1.479	$ 61,856	1.508	$ 63,069	1.688	$ 70,597
10	1.342	$ 56,126	1.425	$ 59,598	1.527	$ 63,864	1.558	$ 65,160	1.723	$ 72,061
11	1.380	$ 57,716	1.468	$ 61,396	1.575	$ 65,871	1.608	$ 67,251	1.758	$ 73,525
12	1.418	$ 59,305	1.511	$ 63,195	1.623	$ 67,879	1.658	$ 69,343	1.793	$ 74,989
13	1.418	$ 59,305	1.511	$ 63,195	1.671	$ 69,886	1.708	$ 71,434	1.828	$ 76,452
14	1.418	$ 59,305	1.511	$ 63,195	1.719	$ 71,894	1.758	$ 73,525	1.863	$ 77,916
15	1.418	$ 59,305	1.511	$ 63,195	1.719	$ 71,894	1.758	$ 73,525	1.863	$ 77,916
16	1.418	$ 59,305	1.511	$ 63,195	1.719	$ 71,894	1.758	$ 73,525	1.863	$ 77,916
17	1.418	$ 59,305	1.554	$ 64,993	1.767	$ 73,901	1.808	$ 75,616	1.898	$ 79,380
18	1.418	$ 59,305	1.554	$ 64,993	1.767	$ 73,901	1.808	$ 75,616	1.898	$ 79,380
19	1.418	$ 59,305	1.554	$ 64,993	1.767	$ 73,901	1.808	$ 75,616	1.898	$ 79,380
20	1.418	$ 59,305	1.554	$ 64,993	1 815	$ 75,909	1 858	$ 77,707	1 933	$ 80,844
21	1.456	$ 60,894	1.597	$ 66,791	1 815	$ 75,909	1 858	$ 77,707	1 933	$ 80,844
22	1.456	$ 60,894	1.597	$ 66,791	1 815	$ 75,909	1 858	$ 77,707	1 933	$ 80,844
23	1.456	$ 60,894	1.597	$ 66,791	1 863	$ 77,916	1 908	$ 79,798	1 968	$ 82,308
24	1.456	$ 60,894	1.597	$ 66,791	1 863	$ 77,916	1 908	$ 79,798	1 968	$ 82,308
25	1.456	$ 60,894	1.597	$ 66,791	1 863	$ 77,916	1 908	$ 79,798	1 968	$ 82,308
26	1.456	$ 60,894	1.597	$ 66,791	1 939	$ 81,095	1 984	$ 82,977	2 003	$ 83,771
27	1.456	$ 60,894	1.597	$ 66,791	1 939	$ 81,095	1 984	$ 82,977	2 003	$ 83,771
28	1.456	$ 60,894	1.597	$ 66,791	1 939	$ 81,095	1 984	$ 82,977	2 003	$ 83,771
29	1.456	$ 60,894	1.597	$ 66,791	2 015	$ 84,273	2 060	$ 86,155	2 060	$ 86,155
30	1.456	$ 60,894	1.597	$ 66,791	2 015	$ 84,273	2 060	$ 86,155	2 060	$ 86,155

ARTICLE 48 – SUPPLEMENTAL POSITIONS PAYMENTS

Payments for supplemental positions shall be issued in three (3) equal payments during the term of the contract on their regular paycheck. Athletic supplemental payments shall be issued in two (2) equal payments, one at mid-point of the season and the second payment will occur at the end of the season.

ARTICLE 49 – SUPPLEMENTAL CONTRACTS

A. Supplemental Duties Defined. "Supplemental duties" shall be defined as those duties which are in addition to the employee's regular work duties and which are performed outside the employee's regular workday, work week and work year.

B. Supplemental positions shall be filled in accordance with Ohio Revised Code section 3313.53. Supplemental position vacancies created during the school year shall be posted for five (5) calendar days in each building.

C. Acceptance or rejection of a supplemental position shall not be grounds for issuance of discipline, reduction in rank, suspension, non-renewal or termination of employment of an employee.

D. Compensation for supplemental positions shall be in accordance with Article 48 in this negotiated agreement. Additionally, if circumstances dictate that a supplemental contract holder drives participants, the driver will be compensated at the Board-approved sub driver rate. Any member driving will need to be an ODE licensed driver. Member will be paid for time driving with a minimum of two (2) hours paid.

E. Supplemental positions may be split among two employees only upon the approval of the Superintendent.

F. In the event that an athletic supplemental is cancelled due to lack of participation prior to the first competition, the member shall be paid fifty percent (50%) of the supplemental.

G. Supplemental Review

1. The LMC Committee will develop an application by which members may request a new supplemental position be created or by which a current supplemental salary may be adjusted. The Committee will also determine criteria by which applications will be evaluated and timelines for submission of applications and response by the Committee. Once the application and criteria have been determined, the Committee will notify District staff about the process.

2. Thereafter, the Committee will meet on an as-needed basis to review application submissions. When a new supplemental position or an adjustment to a supplemental salary is deemed reasonable and beneficial by a majority of the Committee, the Committee will recommend adoption to the Board and the Association.

ARTICLE 50 – 2026 SUPPLEMENTAL SALARY SCHEDULE

EAST CLINTON LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY LEVELS, INDEX AND SCHEDULE

LEVEL 1	High School Band Director (Marching,Pep/Athletic,Concert)
	Technology Coordinator
	Varsity Boys Basketball
	Varsity Football
	Varsity Girls Basketball
	Varsity Volleyball
LEVEL 2	Prom Advisor
	Varsity Baseball
	Varsity Basketball and Football Cheer Adviser*
	Varsity Boys Track
	Varsity Girls Track
	Varsity Girls Soccer
	Varsity Softball
	Varsity Wrestling
	Weight Room Supervisor
LEVEL 3	Academic Team/Quick Recall
	Assistant Band Director
	Assistant Varsity Football-Defensive Coordinator
	Assistant Varsity Football-Offensive Coordinator
	Boys Freshman Basketball
	Boys Reserve Basketball
	Girls Reserve Basketball
	High School Bowling
	High School Boys Golf
	High School Girls Golf
	High School Swimming
	High School Boys Tennis
	High School Girls Tennis
	High School Cross Country
	Yearbook
LEVEL 4	Assistant High School Football
	Assistant High School Wrestling
	High School Wrestling-Girls
	Reserve Baseball
	Reserve Girls Soccer
	Reserve Softball
	Reserve Volleyball

LEVEL 5	Assistant High School Track- Covers Boys & Girls
	Assistant Marching Band
	Color Guard
	Drama**
	Freshman Volleyball
	High School/Middle School E-Sports
	High School Site/Event Manager (Fall)
	High School Site/Event Manager (Winter)
	Junior High Basketball and Football Cheer Adviser*
	Junior High Boys Basketball
	Junior High Boys Track
	Junior High Cross Country
	Junior High Football Head Coach
	Junior High Girls Basketball
	Junior High Girls Track
	Junior High Volleyball
	Junior High Wrestling Head Coach
	Wellness Coordinator
LEVEL 6	Assistant High School Cheerleading*
	Assistant Varsity Baseball
	Assistant Varsity Basketball-Boys
	Assistant Varsity Basketball-Girls
	Assistant Varsity Bowling
	Assistant Varsity Soccer-Girls
	Assistant Varsity Softball
	Junior High Football Assistant
	Junior High Site/Event Manager (Fall)
	Junior High Site/Event Manager (Winter)
	Junior High Volleyball Assistant
	Junior High Wrestling Assistant
LEVEL 7	Choir Director
LEVEL 8	Advisory Council
	High School Student Council
	Mentor - Year 1 (per teacher)
	Technology Assistant (1) Each Building
	Winter Guard

LEVEL 9	Graduation Event Coordinator
	High School Key Club
	High School National Honor Society
	Middle School National Honor Society
	Middle School Power of the Pen
	Middle School Science Club
	Middle School Student Council
	Local Professional Development Committee
	Mentor - Year 2 (per teacher)
LEVEL 10	Academic Team/Quick Recall Reader
	Credit Flex (per course/per semester)
	Jazz Band
LEVEL 11	Elementary Music Programs (2/yr per building)
	Junior High Math Counts
LEVEL 12	After-School Detention
	Camp Supplemental - max 5 hours per day
	Committee Work
	Home Instruction
	Intervention Tutor
	Kindergarten Assessment
	On-line Credit Recovery***
	On-line VLA****
	Professional Development Training

*	If split: 40% Football; 60% Basketball
**	Per Play
***	1 hour per student per course
****	2 hours per student per course

SUPPLEMENTAL SALARY SCHEDULE

LEVEL	INDEX	2025-2026 ($41,823)
1	0.1600	$6,692
2	0.1100	$4,601
3	0.0900	$3,764
4	0.0700	$2,928
5	0.0600	$2,509
6	0.0400	$1,673
7	0.0300	$1,255
8	0.0200	$836
9	0.0150	$627
10	0.0100	$418
11	0.0050	$209
12	0.000725	$30.32

ARTICLE 51 – TUITION FREE ADMISSION OF EMPLOYEES CHILDREN

If the Board of Education rescinds its open enrollment policy, biological children or adopted children of a full-time bargaining unit member shall be permitted to attend the East Clinton Schools tuition free provided there is space available for the child to do so. However, if the child has been suspended or expelled from another school, whether public or private, at any time during the twelve (12) months immediately preceding his/her request to attend East Clinton Schools, said child shall not be eligible to attend the East Clinton Schools under this provision. In addition, if a child requires special services, the member shall pay the full cost of the special services needed to educate the child at East Clinton to the extent the cost of educating such child exceeds the statutory tuition rate of the Board.

Members wishing to take advantage of this provision shall make written application with the Superintendent after July 1 and before August 15 of each year. The Superintendent shall notify the member-parent of his/her decision by no later than the Friday before school starts. If space is available as determined by the Superintendent in his/her discretion, the student shall be enrolled for the school year.

Application to re-enroll in the East Clinton Schools must be made annually pursuant to this provision.

Article 49 does not apply to any pre-school programs operated by the East Clinton Local School District

ARTICLE 52 – CONTRARY TO LAW

If any provision of this contract or any application of this contract to the Board, the administration, the Association or to any of the bargaining unit members who are covered by this contract, is found to be contrary to law, such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions of this contract shall continue in full force and effect.

ARTICLE 53 – DURATION OF AGREEMENT

This contract shall be effective July 1, 2025 and expire June 30, 2026. The Board and the Association shall reopen negotiations pursuant to Article 2, Section B of the Negotiated Agreement at the request of either party over the successor agreement.

This contract is executed by the parties on the 22nd day of July, 2025.

East Clinton Board of Education

Robert D. Carey
President

Treasurer

East Clinton Education Association

President

Team Member

Team Member

Team Member

Team Member

Team Member

Appendix A – Grievance Forms

Step II (Principal)/Grievance Form

EAST CLINTON LOCAL SCHOOL DISTRICT

DATE: _____

Name of Grievant: _____

Assignment: _____ Building: _____

Statement of grievance and relief sought (state specific provision or policy involved):

_____

_____

_____

_____

The situation leading directly to the filing of this grievance occurred on or about: _____

Request hearing with Principal: Yes ____ No ____

Signature of Grievant: _____

* * * \

Step III (Superintendent)/Grievance Form

EAST CLINTON LOCAL SCHOOL DISTRICT

The purpose of this form is to appeal the grievance to Level III, Superintendent.

Date of written appeal: _____.
(filed within seven (7) days of receipt of decision at Step II)

Attach a completed copy of Grievance Form, Step II.

Request hearing with Superintendent? Yes ____ No ____

Signature of grievant: _____

* * * \

Step IV (Board)/Grievance Form

EAST CLINTON LOCAL SCHOOL DISTRICT

The purpose of this form is to appeal the grievance to Level IV, Board of Education. Appeal shall be sent to the Superintendent.

Date of written appeal: _____
(filed within seven (7) days of receipt of decision at Step III)

Attach copies of Step II and III Grievance Forms.

Signature of Grievant: _____

* * * \

Step V (Arbitration)/Grievance Form

EAST CLINTON LOCAL SCHOOL DISTRICT

The purpose of this form is to appeal grievances involving provisions of the contract to Level V, advisory arbitration. Appeal shall be sent to the Board Treasurer.

Date of written appeal: _____
(filed within seven (7) days of receipt of decision at Step IV)

Attach copies of Step II, III and IV Grievance Forms.

Signature of Grievant: _____

Appendix B – Continuing Contract Application

Due to Superintendent by October 1

Name_____ Building Assignment_____

Years in District _____ Total Years of Experience_____

Type of Certificate/License currently held _____

Please circle appropriate level of education:

Masters MA+15

Did you have Continuing Contract status in your previous employment?_____

ELIGIBILITY REQUIREMENTS

Eligibility requirements for continuing contracts are set forth in Article 26 of this agreement.

Appendix C – OTES Memorandum

MEMORANDUM OF UNDERSTANDING
GUIDANCE FOR THE DISTRICT STANDING EVALUATION COMMITTEE

This Memorandum of Understanding ("MOU") is executed by and between the East Clinton Local School District Board of Education ("Board") and the East Clinton Education Association ("Association") to provide guidance with respect to certain matters pertaining to teacher evaluation for the 2021-2022 school year.

WHEREAS, the General Assembly has mandated that Ohio Boards of Education implement a standards-based framework for the evaluation of teachers; and

WHEREAS, said legislation required the Board to adopt an evaluation policy that conforms with the State Board of Education's standards-based framework for the evaluation of teachers, and which contains procedures for using evaluation results for retention and promotion decisions and for the removal of poorly performing teachers; and

WHEREAS, the Board, in consultation with teachers, has implemented said policy, which was adopted by the Board on June 11, 2013.

WHEREAS, representatives of the Board and the Association have also agreed upon certain changes to their Collective Bargaining Agreement ("CBA"), effective as of July 1, 2019 to effectuate the changes mandated by the General Assembly with respect to teacher evaluation, eligibility for continuing contracts and reduction in force; and

WHEREAS, the representatives of the Board who engaged in collective bargaining with the Association and the Association wish to assist the District's Standing Evaluation Committee ("Evaluation Committee") with respect to certain matters pertaining to the evaluation of teachers during the 2021-2022 school year.

THEREFORE, the parties agree that during the 2021-2022 school year and thereafter for the duration of the CBA unless modified upon the recommendation of the Evaluation Committee the following guidelines will be observed in the evaluation of teachers:

A. Observation Procedure:

1. No observations will be conducted during the first ten (10) days of instruction or on the school day immediately preceding Thanksgiving break, or on any shortened week prior to Christmas/Winter break and Spring break.

2. The evaluator and teacher will have a pre-conference not more than three (3) work days prior to the observation period.

3. Each observation shall last at least thirty (30) continuous minutes.

4. The evaluator will conduct a post-conference within five (5) work days from the observation.

5. The evaluator will provide the teacher a written report of the observation within ten (10) work days from the observation.

6. If a teacher receives a rating of ineffective in one or more areas following an observation, a mutually agreed plan of action will be developed by the evaluator in consultation with the teacher and promptly implemented. If requested by the teacher, an Association representative will be included in the process. If a change of evaluator request is made by the teacher as part of the process, the change will be considered by the administration. The plan will include a reasonable timeline for the teacher to demonstrate necessary improvement.

7. Each employee shall be evaluated annually.

    a. A teacher who receives a final summative rating score of "Accomplished" on his/her most recent evaluations may at the discretion of the Superintendent/designee be formally evaluated every three years as long as the teacher receives a Student Growth Measure Score of "Average" or higher in the most recent school year. Teachers who qualify for this exception will receive one formal observation and a post-conference interview with a credentialed evaluator in any year that he/she is exempt from the formal evaluation process. The teacher will also continue to receive a Student Growth Measure score every year.

    b. A teacher who receives a final summative rating score of "Skilled" on his/her most recent evaluations may at the discretion of the Superintendent/designee be formally evaluated every two years as long as the teacher receives a Student Growth Measure Score of "Average" or higher in the most recent school year. Teachers who qualify for this exception will receive one formal observation and a post-conference interview with a credentialed evaluator in any year that he/she is exempt from the formal evaluation process. The teacher will also continue to receive a Student Growth Measure score every year.

    c. A teacher who has submitted a notice of retirement by November 1st will not be evaluated as long as the Board of Education has accepted the retirement by December 1st.

    d. A teacher who is on leave from the District for fifty percent (50%) or more of the school year will not be evaluated in that year.

e. Those teachers who are not being evaluated in a contract year because they were previously rated "Accomplished" or "Skilled" will be required to have an "off-cycle" observation during the school year. An "off-cycle" observation shall require the principal to observe for at least fifteen (15) minutes and feedback will be provided to the teacher via the "off-cycle" observation form. An administrator and/or teacher may request an "off-cycle" post-observation conference. However, a post-conference will not be required.

B. Timelines: Evaluation timelines required by law or Board policy, or as otherwise determined by the Evaluation Committee, will be included in the evaluation documents and/or on evaluation forms as follows:

Within five (5) work days of the beginning of school	General orientation – new evaluation program
By October 1	Notification of evaluator assignment
By October 1	Evaluator documents and forms will be made available to teachers
By December 31	First observation cycle completed
By May 1	Final observation cycle completed
By May 10	Written copy of evaluation results Provided to teachers

C. Walk-Throughs:

1. The evaluator shall conduct at least two (2) walk-throughs per semester.

2. Documentation of the walk-through will be given to the teacher within two (2) work days.

3. Walk-throughs shall normally last from 5-10 minutes. However, the actual time of each walk-through shall be determined by the evaluator. Under no circumstances shall a walk-through last longer than twenty (20) minutes.

D. OTES Model Documents: The documents to be used for observations, walk-throughs and evaluations will be the OTES Model documents, as they may be modified upon the recommendation of the Evaluation Committee to the Superintendent and Board of Education.

East Clinton Board of Education:

E Munger 7-22-25

Superintendent Date

East Clinton Education Association:

Michele Lewis 8/20/2025

President Date