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NEGOTIATED AGREEMENT

between the

THE CLAYMONT CITY SCHOOL DISTRICT BOARD OF EDUCATION

and the

CLAYMONT EDUCATION ASSOCIATION

July 1, 2026 through June 30, 2029

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ARTICLE 1 – RECOGNITION

The Board of Education of the Claymont City School District, hereinafter referred to as the Board, recognizes the Claymont Education Association/OEA/NEA, hereinafter referred to as the Association, as the sole and exclusive bargaining agent for all full time or part time certificated personnel including school counselors, speech and hearing therapists, licensed social worker/family advocate, academic coach, and school nurses, employed by the district and hired under a regular written teaching contract. Excluded from the unit are substitutes, aides, Superintendent, Curriculum Director, Board Treasurer, building principal(s), assistant building principal(s), administrative, supervisory, and non-certificated personnel, and the Athletic Director. Administrative and Supervisory personnel are defined as those employees whose jobs fall under the appropriate definition of Ohio Revised Code 4117.01(F) as follows:

> *(F) "Supervisor" means any individual who has authority in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances, or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.*

ARTICLE 2 – NEGOTIATIONS

A. Directing Requests

1. A written request for negotiations shall be submitted by the Association President to the Superintendent or by the Superintendent to the Association President no more than one hundred (100) and no less than seventy-five (75) calendar days prior to the expiration of the contract.

2. A written reply acknowledging receipt of the request for negotiations shall be sent by the receiving party to the initiator of the request within five (5) calendar days of receipt.

3. The Board and the Association agree to bargain all matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

B. Negotiations Meetings

1. The first negotiation session shall be set within fifteen (15) calendar days of the date the initial request of intent to bargain was received. In no event shall the first negotiation session occur more than thirty (30) days after receipt of the initial

request. Negotiation meeting, including advisory fact-finding, shall be held in executive session.

2. At the first negotiation session, both parties shall mutually exchange their fully written proposals in such language as would be suitable for inclusion in any final contract. After the first negotiation session, no new proposals may be introduced during the course of negotiations without the mutual consent of the parties.

3. All subsequent negotiation sessions shall be mutually scheduled by the negotiating teams. Either party may request to know the time and place of the next negotiation session prior to adjourning the session that is in progress. Meetings shall be scheduled during nonworking hours.

4. Once tentative agreement is reached on a proposal, it shall be signed and dated by the parties' respective Chief Spokespersons and shall remain unchanged.

5. No action to coerce, censor or penalize any negotiations participant shall be made or implied by either the Association, the Board or any of their respective members.

C. Negotiations Time Limits

1. The Chief Spokesperson of either group may recess his/her group for independent caucus or conference at any time.

2. Items under negotiations must be resolved to the mutual satisfaction of both parties within forty-five (45) calendar days prior to the expiration of the contract. However, if both parties agree, extensions of time for negotiations may be granted. If no agreement is reached, the Disagreement Procedure outlined in this document shall be implemented.

3. Any time limits established under this article may be modified by mutual agreement of both parties.

4. Days shall mean calendar days unless specified otherwise.

D. Representative

1. Each team shall limit its representation to no more than a total of six (6) individuals, including labor relations consultants or attorneys, designated by the respective party. All attempts shall be made by both parties to retain the original, individual membership of their teams. However, nothing shall prohibit either party from using substitute team members when necessary due to the absence of a regular team member.

2. Each team may have a maximum of three (3) observers for each negotiation session. The observers do not need to be the same people throughout bargaining. Observers may not participate directly in discussions at the bargaining table, but they may ask for points of clarification and participate in respective team's caucuses.

3. Consultants may be used by either party. The cost of such consultants shall be borne by the party requesting their services unless both parties mutually agree to share such expense(s).

4. When circumstances make it impossible for either Chief Spokesperson to be in attendance or cause him/her to be later than fifteen (15) minutes, it shall be his/her responsibility to attempt to notify the other Chief Spokesperson as promptly as possible. Should either Chief Spokesperson be unable to make direct contact with the other, he/she shall notify the respective local representative in the district, i.e., the Board's spokesperson shall notify the Association President who shall then inform the Superintendent. If either the Superintendent and/or the Association President are unavailable, it shall be the responsibility of both parties to notify as many of the teams' members as possible of the cancellation or delay.

5. Should the session need to be cancelled, it shall be the responsibility of the Chief Spokespersons to schedule an additional, mutually agreeable meeting date, if possible.

6. While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge their representatives will be clothed with all necessary power and authority to attempt to reach a mutually satisfactory agreement. If a proposal is unacceptable to one (1) of the parties, that party is obligated to discuss the matter and give its reasons for the unacceptability of the other party's proposal. Neither party, however, shall be compelled or obligated to agree to or concede to any proposal or counterproposal.

E. <u>Information</u>

1. The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals, Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute, or otherwise develop data or information in other than its existing form.

2. The parties shall mutually agree to the bargaining format in advance of the first meeting. Failure to reach agreement shall result in the traditional bargaining format.

3. The Association shall provide to the Board the following information by November 1 of each year: the name and mailing address of the organization; the name and address of each area, state and national organization with which it is affiliated; the name, title and mailing address of each officer in the organization; the name and addresses of the chairman and members of the professional Negotiation Committee.

F. While Negotiations are in Progress

1. During any phase of negotiations, including the advisory panel stage, there will be no public releases of information to the media unless agreed upon by both parties and in such instances, releases are agreed upon, said releases shall be in writing and both parties shall approve of the release prior to its dissemination.

2. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations. Nothing shall prevent the Association from communicating with its membership or the Board team from communicating with the Board during the course of negotiations.

3. It shall be the responsibility of both parties to inform their respective members that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public.

G. Reaching Agreement

1. As tentative agreement is reached on all of the initially proposed issues, it shall be reduced to writing, and signed by the respective negotiations teams members. When consensus is reached, covering all areas under discussion, the proposed total, tentative agreement shall be submitted to the Association and the Board for approval. The Association shall first consider the tentative agreement, and take action on the tentative contract in its entirety within fifteen (15) days of its availability in written form. The Board shall take action on the tentative contract in its entirety no later than the next regularly scheduled Board meeting following ratification by the Association. When approved by both parties, the contract shall be signed by both parties; the contract shall be signed by the Officers of the Association and/or the members of Association's negotiating team and by the Board President, the Board Treasurer, and the Superintendent.

2. It shall be the responsibility of the OEA UniServ Office to type and to provide the Board with an electronic copy of the final agreement. It will also be the Board's responsibility to print and distribute two hundred (200) copies of the new agreement to the Association President. The Board will be responsible for all costs incurred in the printing and distribution of the contract. Should additional copies of the contract be needed during the term of this contract, the Association

and the Board will share equally the cost of the production of the additional copies.

3. The Board and the Association representatives (including the Chief Spokespersons) shall proofread and approve a draft(s) of the final agreement prior to its being printed.

H. Dispute Resolution Procedure

1. If forty-five (45) days prior to the expiration of the contract, agreement has not been reached on all items under negotiations, either Party may call for the assistance of the Federal Mediation and Conciliation Service (FMCS) for the appointment of a Mediator. However, the Parties may mutually agree to a designated extension of time for the continuation of negotiations if progress is being made.

2. The utilization of the services of the FMCS shall be considered the parties' mutually agreed dispute resolution procedure in lieu of the dispute procedure contained in R.C. 4117.14. However, the Association reserves its rights under R.C. 4117.14(D)(2).

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is an alleged misinterpretation, misapplication, or violation of the written terms of the contract between the Association and the Board.

2. A grievant is a bargaining unit member(s) or the Association alleging that a misinterpretation, misapplication, or violation of the written contract between the Association and the Board has occurred.

3. A group grievance is a grievance which is filed by more than one (1) grievant. Should a group grievance be filed, all parties to the grievance must have been affected equally by the alleged act or condition upon which the grievance is based. No more than two (2) parties to a group grievance shall represent the grievant(s) at any level of this procedure.

4. All formal grievances must specify the article and/or section(s) of the contract allegedly violated and explain in what manner the same occurred.

5. The term "days" when used in this document shall mean work days unless otherwise indicated.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

2. Nothing contained herein will be construed as limiting the right of any bargaining unit member alleging a grievance to discuss the matter informal with any appropriate member of the Association, unless the grievance should go ahead beyond the first level listed below. Then the Association shall have the right to represent the grievant(s).

C. Grievance Procedure

1. Level 1

i. The grievant(s) shall first discuss, on an informal level, the matter that may develop into a grievance with the administrator at the lowest level that can resolve the matter. The grievant may be accompanied by a CEA representative.

ii. If the grievant is not satisfied with the disposition of the grievance, a written grievance must be filed with the building principal within twenty (20) days following the act or condition which is the basis of the complaint. Copies of such written grievance are to be sent by the grievant to the Association President or designee, the building principal and to the Superintendent or designee. The building principal shall communicate the decision in writing within five (5) days to the grievant, to the Association President or designee, and to the Superintendent or designee.

2. Level 2

i. Within five (5) days of receipt by the grievant of the decision rendered in writing by the building principal, such decision may be appealed to the Superintendent who shall serve as the Board's representative. The appeal should include (1) a copy of the decision, (2) grounds for appeal, and (3) the name(s) of the grievant(s). The Superintendent shall receive a copy of the appeal.

ii. The appeal shall be heard by the Superintendent within twenty (20) days of its receipt. At least five (5) days prior to the hearing, written notice of the time and place shall be given to the grievant, the grievant's representative, if any, the Association, and any administrator who had previously been involved in the grievance.

iii. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant(s) a written decision, including supporting reasons. A copy of the decision will be sent to the grievant, the Association President or designee and any administrator involved.

3. Level 3 Hearing Before the Board of Education

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the Employee, the Employee may, within five (5) working days of the Level 2 response, request a Hearing before the Board of Education. Such a hearing shall be in private, but action taken shall be at the Public Hearing. The Board shall schedule a meeting to hear the Grievance within fifteen (15) work days of the Employee's receipt of the Superintendent's decision or at the next regularly scheduled Board of Education meeting, whichever comes last. The decision of the Board shall be rendered as promptly as possible, but within ten (10) working days of the Board's meeting. The action taken and the reasons for the action taken shall be reduced in writing and copies sent to the Grievant, Immediate Supervisor, Treasurer for the Board, and the Local President of the Association.

4. Level 4 Mediation

If the decision by the Board does not resolve the grievance, the grievance may be appealed to FMCS mediation. Both parties must mutually agree to the mediation in Level 4. If the parties do not mutually agree to mediation, the timeline set forth in Section D(1) below will be enforced. The Notice of Appeal to mediation shall be submitted to the Treasurer within ten (10) working days from the receipt of the Board's written response to the grievance. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation, the grievance may proceed to the Arbitration step.

D. Arbitration

1. A grievance dispute which is not resolved at the level of the Board under the grievance procedure set forth above may be submitted by the Association to arbitration. Such request for arbitration must be made in writing to the Board Treasurer within ten (10) days of the Board's written decision. The Association and the Board shall utilize the services of the American Arbitration Association in selection of an arbitrator using the voluntary rules and regulations of AAA. Within five (5) days, the parties shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected in accordance with the rules of AAA. A second list of seven (7) names may be requested by either party.

2. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the voluntary rules and regulations of the AAA.

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

4. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly contain himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion in reaching his/her decision.

5. Any bargaining unit member required to be in attendance at the hearing shall be released without loss of pay or deduction of personal leave as long as the absence is communicated not less than two (2) days in advance.

6. The grievant(s), the Association, the Administration and the Board shall be bound by the decision.

7. The Board shall act in accordance with this decision at its next regular Board meeting.

E. Miscellaneous

1. Failure at any step in this procedure of an administrator to communicate the decision in writing on a grievance in the specified time limits shall permit the grievant to proceed to the next step. Failure at any time in this procedure to appeal to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure to initiate the grievance within the time provided shall constitute a waiver of the grievance. A grievance may be withdrawn by the Association at any time without prejudice, however the timelines will remain in effect.

2. At all levels of a grievance after it has been formally presented to the Superintendent, at least one (1) member of the bargaining unit designated by the Association President may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

3. A grievant may elect not to have a representative, however, any representation must be provided by the Association.

4. A bargaining unit member is at liberty to present, process, and settle a grievance without intervention or representation of the Association if the settlement is consistent with the terms of the agreement except that no grievance may be submitted to arbitration without the consent of, representation by, and processing by the Association.

5. The Board and the administration will cooperate with the Association in its investigation of any grievance and will furnish the Association with such available information as is requested for processing that grievance.

6. It will be the practice of all parties involved to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, upon mutual agreement among the grievant, the Association, and the Board that the proceedings should be held during regular work hours, the grievant and the appropriate Association representative will be released from assigned duties without loss of pay.

7. Under no condition shall documents, communications, and/or records dealing with the processing of a grievance become part of the personnel file or be used for consideration for re-employment.

8. All grievances shall be filed at the lowest possible level. This lowest possible level shall be that level of the grievance procedure at which the administrator hearing the grievance has the authority to resolve the grievance.

9. All hearings shall be conducted in closed sessions.

10. The costs for the service of the arbitrator including his/her per diem expenses, if any, shall be shared equally by the Association and the Board.

11. The fact that a bargaining unit member files a grievance shall not be the subject of reprisal or discrimination for having followed this grievance procedure. Bargaining unit members retain the right to file an unfair labor practice charge for alleged retaliation associated with use of the grievance process.

F. Grievance Form

GRIEVANCE FORM

Grievant's Name _____

Building Assignment _____

Date Grievance Occurred _____

Date of Form Filing _____

Level Initiated _____

Statement of Grievance: (include contract sections being cited) _____

_____

_____

_____

Remedy Sought: _____

_____

_____

_____

Signature of Grievant _____ Date _____

GRIEVANCE DECISIONS

Immediate Supervisor: _____

_____

_____

_____

Signature of Administrator _____ Date _____

I am appealing the decision of the Immediate Supervisor:

Signature _____ Date _____

Superintendent's Decision: _____

_____

_____

_____

_____

Signature _____ Date _____

I am requesting the grievance be appealed to FMCS mediation:

Signature _____ Date _____

Superintendent's Decision _____

_____

_____

_____

_____

Signature _____ Date _____

Where additional space is required, attach pages as necessary.

A copy of the decision must be sent to the Association President at the same time the decision is sent to the Grievant.

ARTICLE 4 – INTERNAL COMPLAINT PROCEDURE

A. When a complaint develops that should be addressed, the following shall apply:

1. A complaint involves an alleged violation, misinterpretation, or misapplication of the personnel section of Board policy, or any policy that specifically mentions bargaining unit members and/or directly relates to bargaining unit members in Board policy and/or the administrative rules and regulations used to implement the same. This provision is not to take the place of an appropriate grievance as defined in Article 3 (A) (1) of this written contract.

2. Step 1

   i. The complaint shall be identified and be presented in writing to the Superintendent within twenty (20) working days of the act or condition upon which the complaint is based. The written complaint must contain a statement how the policy/rule or regulation is allegedly being misapplied or misinterpreted. It must state the remedy sought.

   ii. The Superintendent or his/her designee shall, within ten (10) working days of the receipt of the complaint, hold a meeting to hear the complaint. Within five (5) working days of this meeting, the Superintendent or his/her designee shall issue a response and decision in writing to the complainant(s).

3. Step II

   i. If the action taken in Step I does not resolve the complaint to the satisfaction of the complainant(s) involved, they may present the complaint in writing to the Board within ten (10) working days of the receipt of the decision from the Superintendent. The written complaint to the Board shall be filed with the Treasurer of the Board with a copy of the Superintendent. The Board will respond, in writing, to the complainant(s) within thirty (30) working days.

ARTICLE 5 – ASSOCIATION AND MANAGEMENT RIGHTS

A. The Association shall have the right to:

1. Have an official spokesman present at official, regular, public meeting of the Board with the right to speak for the Association when such meeting(s) is officially opened for public discussion;

2. Insert materials in the bargaining unit members' mailboxes. The Association agrees it will not insert strike notices required by O.R.C. 4117 into the mailboxes.

3. Make use of the existing bulletin boards in faculty lounges for Association communications.

4. Be given reasonable time at the end of each faculty meeting for announcements by building representative(s) so long as time permits.

5. Have announcements over the public-address system of the school read by the principal after being submitted to him/her in writing prior to the usual announcement time.

6. Have the right to use the inter-school mail services and District e-mail services for Association communications, subject to (A) (2) of this article.

7. Be provided the names and addresses of newly employed bargaining unit members following Board approval of their contracts.

8. With the prior notification of the building principal and/or the Superintendent, the Association may hold general membership meetings, committee meetings and building membership meetings on school property at reasonable times when the building(s) is not in use, in keeping with Board policy and so long as there is no cost to the Board. Should custodial or other costs be incurred, the Association shall remit the amount due to the Board Treasurer within thirty (30) days following receipt of a detailed statement from the Board Treasurer.

9. Have Association materials duplicated at the actual cost of such materials.

10. Claymont Education Association bargaining unit members shall be granted meeting time on the first professional development day of the school year.

B. Unless a public Board agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer 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 Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure.

2. Direct, supervise, evaluate, or hire employees.

3. Maintain and improve the efficiency and effectiveness of the Board's operations.

4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted.

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

6. Determine the adequacy of the work force.

7. Determine the overall mission and goals of the school district.

8. Effectively manage the work force.

9. Take action to carry out the mission and goals of the school district.

C. The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as it affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 6 – EMPLOYEE DISCIPLINE

The Board and Association agree that discipline of bargaining unit member(s) will be for just cause. An employee may be relieved of duty with pay pending the outcome of an investigation of possible misconduct without any due process meeting. Within twenty-four (24) hours following a relief from duties, the Superintendent will verbally communicate the basis for the action to the Association President. A meeting will be held with the employee and his/her union representative before the final decision to impose discipline is made.

A. Disciplinary action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include repetition of an action, at management's discretion. Discipline should be to instruct as well as to punish and shall, in most cases be progressive in nature. The parties recognize that some more serious offenses may be dealt with on a more serious basis, with the discipline imposed commensurate with the offense.

B. Employees shall be subject to the following disciplinary action:

1. Verbal Warning – record of a verbal warning shall only be a very brief anecdotal note. A bargaining unit member may write a rebuttal to be attached to the verbal warning. This will not be placed in a personnel file and shall not be transmitted or discussed electronically.

2. Written Reprimand – Will be placed in the personnel file. A bargaining unit member may write a rebuttal to be attached to the written reprimand.

3. Suspension – Superintendent may suspend a bargaining unit member with or without pay for up to three (3) days.

4. Suspension – Superintendent may suspend a bargaining unit member with or without pay for up to ten (10) days.

5. Termination – Shall be for good and just cause. Bargaining Unit Members who are terminated as a result of the Board's Disciplinary Procedure, shall have the right to submit the appeal to an Arbitrator according to AAA's voluntary rules of arbitration in lieu of the statutory process set forth in R.C. 3319.16.

ARTICLE 7 – PROFESSIONAL DEVELOPMENT POLICY

A. In order for the Claymont City Schools to provide an up-to-date educational program and to operate efficiently in today's dynamic and changing society, it is imperative that all bargaining unit members become more effective and remain current in performing the work to which they are assigned to which they may advance through increased knowledge, education, training, and experience in their assigned educational fields of certification.

B. It is the intent of the Board to provide an appropriate, monetarily feasible and continuing development program for every bargaining unit member. Because bargaining unit members have such significant impact upon the lives of students, opportunities for professional staff development shall be especially rich and varied, within the financial means of the district.

C. A committee composed of one (1) bargaining unit member from each building appointed by the Association President and three (3) administrators appointed by the Superintendent shall meet in conjunction with the calendar committee to discuss professional development and in-service programs which meet the specified needs of the bargaining unit members within the district. The committee shall meet no fewer than three (3) times per year.

D. Bargaining unit member development within the school system may include activities such as lectures, workshops, position rotation, programmed instruction, meetings, special assignments, written materials, films, recordings, television, demonstrations, intra-district visitations, distance/internet learning, and committee appointment. It is expected that bargaining unit members will take advantage of the in-district development programs in which they have the opportunity to participate.

E. External development activities shall be classified as professional meetings. Such meetings may include interschool visitations, committee appointments, and institutes, workshops, seminars, and conventions that are sponsored by area, state or national educational organizations, by universities, or by educational consulting firms. A

conference scheduled by the Board for staff development but held outside the school district may also be considered a professional meeting.

ARTICLE 8 – BARGAINING UNIT MEMBER DAY AND YEAR

A. The district will have a calendar committee which will consist of two administrators appointed by the superintendent or his/her designee and one bargaining unit member representative per building appointed by the Association. The calendar committee will jointly produce two calendar options to be presented to membership. The two (2) calendar options will be presented to the Association membership. The Association membership will vote on the two (2) calendar options. The calendar options receiving the majority vote will be presented to the Board of Education for approval no later than March 1. If the Board of Education does not approve the calendar that received the majority vote, the calendar committee will reconvene and repeat the process described in this section.

1. In the development of the calendar options, the calendar committee will maintain one hundred eighty-five (184) bargaining unit member contract days. Additionally, when considering days designated as professional development in the calendar, the calendar committee will take in consideration time for bargaining unit members to work on high-quality student data including, but not limited to, development, completion, and analysis of assessments; progress monitoring and the development and review of IEPs, RIMP, or gifted plans; the ability for grade level and/or department meetings, new district initiatives, etc.

2. For calamity days called by the Superintendent the following shall apply:

    i. For days 1-5, bargaining unit members are not required to report to work and need not perform any duties.

    ii. For days 6-8, online make-up hours shall be utilized as approved annually by the ODEW. The plan for online make-up hours will be developed according to ODEW requirements and will be reviewed with each building's staff prior to October 31. Online make-up hours shall be defined as student learning in a location different from the instructor.

        a. Notification of online make-up hours shall be completed using the same systems utilized to call a calamity day.

        b. Bargaining unit members are not required to report to a specific work location and to be provided with the necessary equipment and technology to teach online. Appropriate leave must be taken for absences.

c. Bargaining unit members shall not be required to use personal devices or services to contact students, families, or provide instruction.

d. Bargaining unit members shall not be required to record online instruction, nor shall data be collected and stored that would not otherwise be available in a traditional classroom setting.

e. District shall provide appropriate training in all technologies and tools required for instruction, Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA), and the Family Education Rights and Privacy Act (FERPA).

f. The district provides each student with Chromebook with camera and WIFI capabilities.

g. The school day shall begin on a two (2) hour delayed start.

h. Bargaining unit members shall use virtual platform and be accessible for questions through electronic mail and/or virtual platform during normal class hours. They shall not be expected to be accessible during normal preparation times and lunch periods.

i. Bargaining unit members shall use a variety of instructional structures including but not limited to whole group, small group, one-on-one learning, and offline along with printed materials that incorporate assignments that engage students.

j. Bargaining unit members shall not be responsible for student's equipment or attendance during online make-up hours but shall report student's attendance according to the approved plan.

k. Bargaining unit members shall not be evaluated on online make-up hours. All legislative and bargaining components of any evaluation cycle must occur.

l. Class size shall not be increased due to online make-up hours.

iii. For days 9 and beyond, bargaining unit members shall report on a two (2)-hour delay unless the Superintendent has declared that the roads are unsafe for travel. The days shall be used for collaboration, planning, curriculum, and building meetings. Such days shall be evenly divided between principal -directed and bargaining unit member-directed time.

iv. For any calamity issues that are not covered by this section, the parties will utilize Article 30, Labor Management Committee.

3. Scheduled absences or leave will not be counted against bargaining unit members on calamity days.

B. Bargaining unit members shall work up to seven hours and forty-five minutes (7.75 hours) per day. Bargaining unit members shall report to work thirty (30) minutes prior to the student day and remain at work fifteen (15) minutes following the student day. However, these time limitations shall not apply to before or after school faculty meetings, curriculum meetings, etc. as described in this section. Nor shall they apply to any bargaining unit members working out of the central office. The student day shall be seven (7) hours. On days where students are not scheduled to be in session, the bargaining unit members workday shall include forty (40) consecutive minutes of the workday for preparation time.

Before or after school meetings shall be limited to one (1) hour per month for a total of nine (9) hours per school year. Bargaining unit members shall receive notice of said meetings no later than September 1. If the meeting schedule needs to be modified after September 1, the administrator will provide a fifteen (15)-day notice of the change. If the administrator does not provide such notice, then the employee will be excused from the meeting and will not be required to make up the time. A bargaining unit member's attendance at such before or after school meetings shall be required unless excused by the building administrator.

C. Each bargaining unit member will receive a duty-free lunch period of at least thirty (30) consecutive minutes.

D. Claymont Education Association bargaining unit members shall receive a minimum of two hundred (200) minutes of bargaining unit member directed planning time per week. These two hundred (200) minutes cannot include time when students are assigned to a bargaining unit member, such as homeroom and class time. Time counted in these two hundred (200) minutes must be increments no shorter than twenty (20) minutes.

1. Planning Definitions

i. District directed Collaborative Planning Definition: A research-based professional dialogue between two or more staff members working interdependently to develop and achieve common goals that are focused on the following: continuous improvement of student performance, professional practice, and/or the achievement of school improvement goals. (i.e., grade level teams, TBTs, PLCs, etc.)

ii. Teacher directed Planning Definition: is defined as work time directed by the bargaining unit member that includes lesson planning, preparing for daily classroom needs, etc.

2. Administrators will create and distribute specific teaching schedules that detail bargaining unit member directed planning, district directed collaborative planning, lunch, and the teacher's academic class schedule no later than the last day of school unless extenuating circumstances occur as approved by the superintendent.

E. If morning or afternoon bus duty is assigned to a bargaining unit member, his/her workday shall not exceed the total number of hours of any other bargaining unit member in the building. If there is a need for bus duty that would occur outside the contracted day, a bargaining unit member may volunteer to have a flexible workday. The flexible workday shall be scheduled and agreed upon prior to performing the duty.

F. All attempts will be made to hire appropriate substitutes for absent bargaining unit members.

G. An attempt shall be made to provide for an equitable distribution of duties within a building, when possible. An administrator shall be available during hours when duties occur.

H. Attendance for Open House is mandatory for all teachers.

I. In the event of the death of a bargaining unit member, the bargaining unit member's home building shall be closed the day of the funeral.

J. Bargaining unit members must give permission and be given complete information as to the use of information to have a picture and/or biographical information posted on the Claymont City Schools' web page or any other such site.

K. When a bargaining unit member is absent from his/her assigned duties, he/she shall have the up-to-date lesson plans in a location known to the building principal for the use of a substitute teacher if the administration determines it advisable to secure a substitute.

Bargaining unit members have the right to refuse to cover a class(es). Reasonable efforts will be made by the administration to secure a substitute teacher for a teacher absent from the class.

L. When a full-time bargaining unit member is requested by a building administrator to substitute for an absent bargaining unit member, he/she shall be compensated for an additional five (5) or more students at the rate of Fifteen Dollars ($15.00) per classroom period above and beyond his/her normal salary for all substitute duty, to a maximum of Ninety dollars ($90.00) per day or to a maximum of the daily board approved substitute teacher rate whichever is greater. The maximum rate will be divided amongst the members who agree to accept the additional students.

Under this section, Elementary/Primary/Intermediate building bargaining unit members shall only be compensated at times when the Bargaining unit member should have had

zero (0) students in their classroom or for the period. Middle/High building bargaining unit members shall not be compensated for non-instructional time (such as study hall/Academic Assist) up to a maximum of thirty-five (35) students.

The administrator requesting the substitution shall issue a reimbursement form to the bargaining unit member performing the substitution (Appendix A). Substituting reporting forms shall be submitted to the building principal within forty-eight (48) hours in which the work was completed. The Board shall maintain a record of all such substitution assignments and payment shall be issued not later than the pay period following the pay period in which submission of the reimbursement form is made.

If practical, as determined by the building principal requesting a substitution, the student(s) assigned to a bargaining unit member under this Section shall be as close as possible in grade level to the students regularly assigned to such bargaining unit member.

M. Bargaining unit members shall not be required to live stream or record any classroom lessons or district activities while students are present. Instruction mandates will not include requiring bargaining unit members to synchronous teach or record instruction for remote learners with students present in the classroom. Bargaining unit members may volunteer for such duties.

N. Special Education Teachers shall receive the following time considerations for completion of duties during the work year:

1. Two (2) IEP writing days per school year scheduled in consultation with the building principal.

2. One-half (½) day at the end of each nine (9)-week quarter for progress reports.

O. Each building shall have a Volunteer Special Needs Team trained for tube feeding and administration of insulin.

ARTICLE 9 – LEAVES OF ABSENCE

A. Sick Leave

1. Bargaining unit members shall accumulate one and one-quarter (1 1/4) days of sick leave for each completed month of active service at the rate of fifteen (15) days per year, cumulative to a maximum of two hundred sixty (260) days.

2. Each new full-time bargaining unit member without previously accumulated, transferable sick leave credit shall be granted five (5) days of sick leave after the sixth work day of his/her actual service in the district. Such days shall be applied towards the bargaining unit member's maximum accumulation of fifteen (15) days per year of actual service.

3. Sick leave shall be granted for the following reasons:

   i. Personal illness

   ii. Injury on school job or on outside job

   iii. Exposure to contagious disease

   iv. Illness or death in the immediate family

   v. Dental appointments/Medical appointments

   vi. Illness due to pregnancy

   vii. Recovery from childbirth

   viii. Leave under Article 9 (D)

4. For an absence due to personal illness, bargaining unit members may be required to submit satisfactory evidence of his/her ability to perform his/her duties.

5. 'Immediate family" is defined as father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandchild or any member of the family or household who has clearly stood in the same relationship with the bargaining unit member as any of these.

6. A maximum of five (5) days' absence with pay shall be allowed a bargaining unit member for the funeral of any member of his immediate family.

7. One (1) day of absence with pay shall be allowed a bargaining unit member for the funeral of a sister-in-law, brother-in-law, grandparent, cousin, aunt, and uncle.

8. A bargaining unit member may be granted additional sick days for the purpose of a funeral by the Superintendent for extenuating circumstances.

9. Any bargaining unit member having advance notice of a physical condition or situation which will necessitate the use of consecutive days of sick leave shall notify their building principal of that fact as soon as possible.

10. Any bargaining unit member who uses more than five (5) consecutive work days of sick leave for personal illness shall have a physician's statement regarding need for the sick leave. Any absence of more than ten (10) consecutive workdays of sick leave for personal illness shall require a fitness to return to duty statement from the attending physician.

11. Bargaining unit members are required to submit a sick leave request using whatever software program is utilized by the District at the time of the leave request. Failure to do so will delay the issuance of the bargaining unit member's paycheck.

12. Falsification of absence or sick leave shall be grounds for disciplinary action, including written reprimand, suspension and/or termination.

13. Sick leave shall be taken only in one-fourth (¼), one-half (½) or full day increments.

B. Personal Leave

1. Any bargaining unit member may be granted a maximum of three (3) days personal leave per school year. Such personal leave is not cumulative. Personal leave will be granted on a per building basis. On any particular day, one (1) employee per ten (10) teachers shall be granted personal leave. For those buildings with less than ten (10) teachers, a maximum of two (2) teachers may be granted personal leave on the same day.

   Except in the case of an emergency, the employee shall give two (2) days advance notice of the intent to use such leave.

2. Submission of a request for personal leave during any school year shall be submitted during the school year in which the request is being made. The school year is defined as July 1 to June 30. Notice of personal leave shall be given not less than two (2) days prior to the anticipated leave, when possible.

3. Personal leave shall be taken only in one-quarter (1/4), one-half (1/2) or full day increments.

4. Personal leave cannot be used for a purpose which would be permissible use of Sick Leave, unless the bargaining unit member has exhausted all earned Sick Leave.

5. Personal leave shall not be used by more than ten percent (10%) of the certificated staff in any building on the same day. In the case of a catastrophic event beyond the control of the employee, the Superintendent may approve personal leave beyond the ten percent (10%) limit. His/her approval will not be arbitrarily, unreasonably, or capriciously withheld.

6. Personal days not used during a school year may be managed in the following ways:

   i. Members may transfer unused personal leave days into their personal leave bank up to a maximum of two (2) days to remain in the bank until used by the member.

   ii. Members may have unused personal leave days (up to three (3)) converted into sick days as long as the maximum allowable amount of sick days is not exceeded.

   Written notice of the bargaining unit member's intention must be provided to the Treasurer prior to the last teacher work day. If written notice is not received, member's unused personal leave days shall be converted into sick days.

C. Paid Child Care Leave

1. In the case of birth of a child, the spouse who did not give birth may take up to two (2) weeks of paid sick leave immediately following the birth of the child.

2. In the case of the adoption of a child, an employee may take up to two (2) weeks of paid sick leave immediately following placement of the child in the home.

D. Unpaid Child Care Leave

1. The Board agrees to provide bargaining unit members upon written request a childcare leave of absence without pay, as set forth below:

   i. The child care leave shall be for not less than the balance of the semester and not more than the remainder of the school year in which the birth of a child is expected unless such leave is terminated earlier as hereinafter provided. Births which occur during the summer months shall entitle the bargaining unit member a leave for the entire upcoming school year.

   ii. The leave may be extended for one (1) additional school year upon request of the bargaining unit member to the Superintendent for his/her recommendation to the Board.

   iii. A bargaining unit member who is adopting a child of less than four (4) years of age shall be entitled to leave under this section.

   iv. The bargaining unit member must notify the Superintendent in writing that he/she intends to return to work or extend the leave by March 31 if the return, as originally expected, is the beginning of the next school year or December 1 if the return, as originally expected, is the beginning of the

second semester. Upon return to work, the bargaining unit member will be reinstated to the former job, if the job or position exists; if the return is extended under Article 9 (D) (1) (ii) the bargaining unit member will be assigned to an assignment for which he/she is certificated/licensed.

v. Bargaining unit members may request an early termination of leave of absence. Upon written request, the bargaining unit member may be reinstated. Reinstatement shall take place, but not later than the beginning of the next school year following the request.

vi. An eligible bargaining unit member (according to the insurance carrier's terms of eligibility and underwriting requirements) may continue on the Board's hospitalization, surgical, major medical, life, dental and other insurances by remitting to the Board Treasurer the amount of the premium(s) by the first of the month.

E. Assault Leave

1. Assault Leave (at no loss of pay) will be available to all bargaining unit members subject to the following provisions:

i. The bargaining unit member must be unable to physically perform his/her contracted duties because of a physical injury caused by an unprovoked, unjustified physical attack on said individual as a result of the performance of his/her duties with the Board.

ii. A request for assault leave shall be made on the appropriate form which shall include the following information:

(a) The nature of the injury.

(b) The date, time, and place of the occurrence.

(c) Identification of the individual or individuals causing the assault (if known).

(d) Facts and circumstances surround the assault

(e) A certificate from a licensed physician describing the nature of the physical disability and its probable duration.

iii. The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical. No assault leave may be approved prior to receipt of the written, completed application form.

iv. The bargaining unit member, if requested, shall consent to an examination at Board expense by a Board-designated physician at a reasonable time and place.

v. The Board shall be responsible for determining the applicant's eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form, and the physician's or physical certification(s) of the need for such assault leave.

vi. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and/or the Board.

vii. Assault leave will be limited to a maximum of ten (10) working days per school year and not chargeable to sick leave or personal leave.

viii. If upon the exhaustion of the allowed assault leave days, the bargaining unit member is unable to perform his/her contracted duties he/she may apply for sick leave, worker's compensation (if eligible), an unpaid leave of absence, or disability retirement.

ix. Assault leave days are non-accumulative from one (1) school year to the next.

F. Professional Development Leave

1. Attendance at professional meetings involving an absence of five (5) work days or less shall be subject to prior written approval by the Superintendent or a responsible administrative official designated by him/her. An absence requiring more than five (5) workdays shall have approval by the Board. An estimate of expenses to be incurred shall be included with all requests for attendance at professional meetings.

2. Attendance at professional meetings may be approved when there is a clear benefit to the education of the children in the district, the operation of the system, and/or the individual development needs of the bargaining unit member.

3. Provided funds are available, allowable, and necessary expenses incurred by bargaining unit members while attending an approved professional meeting may be paid by the Board from the general fund.

i. Expenses shall not be approved for payment until a proper expense voucher is submitted to the Superintendent. Staff attending professional development may be requested to share information with staff. CEUs will be awarded as per LPDC Guidelines.

ii. Paid receipts for the cost of lodging, registration fees, meals, parking, and banquet fees must be submitted with the expense voucher.

iii. Paid receipts for the cost of air fare (coach) and other related expenses must also be submitted.

iv. For travel by private automobile, mileage shall be reimbursed at the current IRS rate. If the district is requiring a bargaining unit member to attend professional development and this requires the use of his/her private automobile mileage shall be reimbursed.

v. Travel expenses shall be paid according to the most economical form of transportation. (Private automobiles or airlines in most instances)

vi. Expense shall not be paid in advance

4. Except when specifically disapproved by the Superintendent or the Board, bargaining unit members approved to attend professional meetings will receive full pay and benefits while absent and the Board will provide salaries for a substitute, as necessary.

5. Attendance of bargaining unit members at external staff development activities other than those previously defined must be approved by a Board resolution which classifies the activity as a "professional meeting."

6. Reimbursement rates not previously specified shall be as follows:

i. Registration – Actual Cost (The Board will not pay for any late registration fees.)

ii. Meals – daily allowance not to exceed a daily amount of fifty dollars ($50.00) will be reimbursed with an itemized receipt. No alcohol will be reimbursed:

iii. Lodging – One hundred dollars ($100.00).

G. Family Medical Leave

If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.

H. Association Leave

The Association shall be granted five (5) days annual leave for representatives to attend professional business meetings. The Board will pay the expenses of the substitute.

I. Unpaid Leave of Absence

Unpaid leaves of absence may be granted for illness and/or disability, enlistment in the Armed Forces for the United States, and serious illness in the immediate family.

1. These leaves of absence noted above shall be without pay and benefits and will be granted for a period of time not to exceed one (1) year from the date of the leave. The Board shall consider a written request for up to a one (1) year extension of an approved leave.

2. Any bargaining unit member, on approved leave of absence, may have the option to pay for Board approved insurance while on leave. The bargaining unit member shall forward to the Treasurer a check in the amount of the premiums ten (10) days prior to the payment date. bargaining unit members who fail to meet the payment schedule will be terminated from the Board approved insurance plan.

3. Unpaid leaves of absence (Dock days) are subject to the discretion of the Superintendent and are unauthorized unless approved by the Superintendent.

4. While a bargaining unit member is on an approved unpaid leave of absence, he/she shall relinquish his/her per diem rate of compensation for each work day of absence.

J. Jury Duty Leave

Any bargaining unit member who is summoned for jury shall be entitled to special leave for such duties, without charge upon his/her sick or personal leave. Such employee further shall be entitled to his/her regular pay and any applicable supplemental pay s/he may be contracted to perform. Jury duty pay must be forwarded to the Board within ten (10) days of receipt by the bargaining unit member if such leave occurred on a paid work day.

K. Donation of Sick Leave

1. If a member of the bargaining unit is absent due to a catastrophic or long-term illness or injury of the employee, his/her spouse, or minor child, and has exhausted all of his/her accumulated sick leave, another member of the bargaining unit may donate up to five (5) days at the absent bargaining unit member's per diem salary rate.

2. No member of the bargaining unit may receive more than an aggregate equivalent of forty (40) donated sick leave days in any one school year. (July 1 – June 30)

3. Donation of sick days shall be initiated by a bargaining unit member in need of the sick leave donation on a form furnished by the Treasurer. The donating

bargaining unit member shall apply to donate sick leave no later than the last day of the pay period prior to the pay period in which the donated time is to be credited to the recipient. The donation will be approved by the Superintendent once the absence meets the requirements listed above.

4. Donated sick leave shall be added to the accumulated sick leave of the absent bargaining unit member and deducted from the donating bargaining unit member.

L. Employee Attendance Policy

Consistent attendance of employees is crucial to the operations of the District. If an employee knows that he or she will be tardy for work, he/she should inform his/her immediate supervisor at the earliest available opportunity so that the District can locate a substitute and/or rearrange other employees' schedules and duties. At the very latest, an employee would enter into the District absence software for his/her intended use of a leave of absence, within one (1) hour of the beginning of the employee's scheduled work day. Absent extenuating circumstances (i.e., weather conditions or sudden unforeseen illnesses), failure to provide advanced notice of a leave of absence or notice of an anticipated tardy will result in the implementation of discipline against the employee. Discipline under this provision may be appealed for review by the Superintendent.

Pattern leave such as frequent Mondays, Fridays or temperate weather days may be just cause for an investigatory meeting with the employee. The appropriate supervisor should follow the principles of due process.

This provision is subject to Article 3.

M. Attendance Incentive Program

Each Bargaining Unit Member will begin each school year with a five-hundred-dollar ($500.00) attendance incentive for personal leave and a five-hundred-dollar ($500.00) attendance incentive for sick and dock days combined. At the end of the school year, final payment for the two (2) incentives shall be as follows:

1. Zero (0) Personal leave = $500.00 payment in the last pay in June. (In the year a member rolls personal leave into the allowable 2-day bank, the member will not be eligible for this incentive).

2. Six (6) sick/dock or less = $500.00 payment in the last pay in June.

ARTICLE 10 – PERSONNEL FILES

A. The Board shall maintain an official personnel file in the District Administrative Office for all bargaining unit members. The purpose of the files is to serve as the official repository of job-related information.

B. Viewing of personnel files shall be subject to applicable law and court decisions. An employee will be notified within two (2) business days if an individual(s) or any entity; other than an administrator, requests to view his/her personnel file. The Board shall take reasonable actions to protect the confidentiality of an employee's personnel file to the fullest extent permitted by law. The association president will be notified within two (2) business days of any public records request to view or copy personnel files including evaluation information and the name of the requesting party.

C. Each bargaining unit member, upon request, shall have the right to review the contents of his/her own personnel file, except as restricted by Article 10 (B) above. The review shall be made in the presence of the Superintendent or his/her designee. The bargaining unit member may request a copy of any or all materials in his/her file except as restricted by Article 10 (B) above. The cost of reproducing the material so requested may be charged to the bargaining unit member. This access may occur at a time mutually agreeable to the bargaining unit member and the Superintendent, normally outside the bargaining unit members' scheduled workday. This access will be made available to the bargaining unit member within one (1) working day following the request for access whenever possible.

D. The bargaining unit member shall have the right to be accompanied by a person of his/her choice when reviewing the file and shall have the right to respond, in writing, to material in the file. Said response shall be attached to, and become a part of, the file.

E. Except as set forth in paragraph C:

1. Written reprimands will be removed to a side file after two (2) years if no other incidents have occurred.

2. Suspensions will be removed to a side file after five (5) years if no other incidents have occurred.

3. Incidents involving student physical and emotional safety will be removed to a side file after seven (7) years if no other incidents have occurred.

4. The parties acknowledge that an arbitrator or hearing officer will have the power to give any file (personal or side) information the weight they determine is appropriate.

F. All materials which are placed in a personnel file of a bargaining unit member shall be identifiable as to source and no anonymous letters and/or complaints will be placed in the file.

G. The bargaining unit member shall be informed of any complaint which may become a matter of record within a reasonable period of time. Only records which document the outcome of a complaint and investigation will be placed in a personnel file. No original complaint documents will be placed in a personnel file.

H. A bargaining unit member will initial any disciplinary records placed in their personnel file. This provision shall not apply to documents pertaining to payroll, transcripts or similar administerial documents.

I. A bargaining unit member shall have access to any and all files contained in the individual buildings that relates to that bargaining unit member. Access will occur within one (1) working day of the request and will be at a time mutually agreeable to the principal and the bargaining unit member.

ARTICLE 11 – TEACHER LIMITED CONTRACTS

A. The Board shall grant limited teaching contracts to bargaining unit members in accordance with the years of teaching experience within the Claymont City School System.

B. Limited contracts

1. All full-time Bargaining Unit Members who are not eligible for a continuing contract shall be eligible to receive limited contracts according to the following schedule

    i. Upon initial employment, two (2) one(1)-year contracts;

    ii. One (1) two (2)-year contract; and

    iii. One (1) three (3)-year contract.

    iv. Thereafter, five (5)-year contract or upon eligibility, continuing contract.

2. Bargaining Unit Members who have attained continuing contract in a prior school district will be eligible for continuing contract according to Ohio law.

3. Bargaining Unit Members who have become eligible for continuing contract may apply according to Ohio law.

4. Within contract steps ii. or iii. above, the administration may grant one (1) additional one (1)-year contract contingent upon placement on an improvement plan as described in Article 26.

5. Nothing in this section restricts the Board's right to grant an extended limited contract for reasons directed at professional improvement prior to granting a continuing contract.

C. Effective for bargaining unit members hired beginning with the 2006-2007 school year.

1. Nonrenewal of Limited Teaching contracts for Probationary Employees who have been employed for two (2) Years or less

i. On or before May 1st, limited contract bargaining unit members who have been employed for two (2) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. The employee shall receive written reasons why there is a non-renewal recommendation. Prior to Board action on their contract, such bargaining unit members shall have the right to meet with the Board in executive session. The limited contract bargaining unit members may have a representative of their choosing at this meeting.

ii. For bargaining unit members who have been employed for two (2) or fewer years shall have no right to challenge said nonrenewal through the negotiated grievance procedure.

iii. The procedure and provisions of this section shall be exclusive and shall supersede any and all provisions and procedures relating to the nonrenewal of limited teaching contracts that are or shall be contained in the Ohio Revised Code except the requirement to conduct three (3) formal observations.

D. Bargaining unit members with more than two (2) years of employment with the Claymont City School District who will not be recommended by the principal or Superintendent for a new contract will be notified between April 1 and April 15. This will be accomplished through a conference between the building principal and/or Superintendent or his/her designee and the bargaining unit member held at a mutually agreed time. The bargaining unit member may have a representative of his or her choosing to accompany him or her to the conference. The principal may have any Administrator of the district accompany him or her as a witness. If the conference cannot be held by April 15 due to the unavailability of the bargaining unit member and/or the representative, that failure shall not restrict the ability of the Board to take action on the recommendation of the Superintendent concerning the future employment of the bargaining unit member.

E. Bargaining unit members who indicate displeasure from the conference may request in writing a meeting within five (5) work days of the administrative conference with the Board, Superintendent, and principal. This meeting shall be in executive session no later than the next regularly scheduled Board meeting. The bargaining unit member may have a representative of his or her choosing to accompany him or her in this conference.

F. The Board shall provide a bargaining unit member with written notice of its intent to non-renew a limited teaching contract on or before May 1st, the year in which the limited teaching contract expires.

G. The procedures and provisions of this article shall be exclusive and shall supersede any and all provisions and procedures relating to the nonrenewal of limited teaching contracts that are or shall be contained in the Ohio Revised Code.

H. Bargaining unit members become eligible for a continuing contract when they meet the requirements outlined in Ohio Revised Code Sections 3319.08 and 3319.11.

ARTICLE 12 – REDUCTION IN FORCE

A. If the Board determines it necessary to reduce the number of bargaining unit positions under O.R.C. 3319.17, or for financial reasons, the following procedures shall apply. RIFs shall be kept to a minimum through the use of attrition.

B. Not less than thirty (30) days prior to Board action, the employer shall notify the union president in writing of the date that the Board will take action on a proposed RIF. The official notification shall include the reason(s) for the RIF; the name(s) of the employees to be initially affected by the Board action, the date of Board action to implement the RIF and the effective date of the RIF.

C. An employee to be laid off due to RIF shall be given twenty (20) calendar days advance written notification prior to the implementation of the RIF. The union president shall be sent a copy of said notification at the same time. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Employer's action to implement the RIF.

D. From August 1 until the last day of the current school year, Board action to implement a RIF shall not be effective until thirty (30) calendar days after the date of Board action. From the first day of Summer break until July 31, any Board action to implement a RIF shall take effect on a date determined by the Board.

E. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. No preference for seniority shall be given except when making a decision between bargaining unit members who have comparable evaluations. In suspending contracts of teachers within each teaching field affected by the reduction in force, bargaining unit members holding limited contracts in the area of certification/licensure shall be suspended first beginning with Category 3, Category 2, then Category 1, as defined below. Continuing contract bargaining unit members shall be suspended only after all limited contracts in the area of certification/licensure.

- Category 1 (Accomplished/Skilled),

- Category 2 (Developing), and

- Category 3 (Ineffective)

1. To determine a teacher's rating for placement in Categories 1, 2, or 3, the average of the immediate prior three (3) years where a final summative evaluation rating is available will be used to determine the rating. The average will be determined as follows:

   i. Accomplished, Skilled = 2 points

   ii. Developing = 1 point

   iii. Ineffective = 0 points

   iv. The usual and customary rules of averaging and rounding will be used to determine categories.

   v. Employees recently hired in the District who have not yet acquired three (3) years in which a final summative evaluation rating is available will use data acquired while employed in the district and utilize the process of averaging and customary rounding rules.

   vi. Employees new to the district with no complete final summative evaluation rating shall be placed in Category 3.

   vii. With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories as described above.

F. In the case of comparable evaluations, those contracts to be suspended will be chosen as follows:

1. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly and regularly certificated/licensed. Temporary or alternate licenses shall not be considered for the purpose of seniority list placement. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also in descending order of seniority, according to the records of the District. It is the sole responsibility of a bargaining unit member to update the information possessed by the District concerning the current certificates/licenses he/she possesses by September 15th of each year. The Board shall submit the seniority lists to the Association for its review by October 30 of each year. By November 30 of each year, the Association shall advise the Board of any errors on the seniority lists. Thereafter, the seniority lists shall be considered final until the seniority lists for the next year are created, except in the case of properly awarding continuing contract(s) as determined by the Superintendent.

2. Seniority will be defined as the length of continuous service as a bargaining unit member under regular contract in this district.

3. Recommended reductions in a teaching field will be made by selecting the lowest bargaining unit member on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A bargaining unit member so affected may elect to accept the RIF or to displace a bargaining unit member in the same or lower category who holds the lowest position on a seniority list for another area of certification/licensure which the bargaining unit member holds.

G. The names of bargaining unit members whose limited contracts are suspended in a reduction in force will be placed on a recall list for a period extending to August 15th of the second (2nd) year after the date of the actual Board action.

Any bargaining unit member holding a continuing contract at the time of their contract suspension shall remain on the recall list until such time as the bargaining unit member:

- Declines recall to a position with the same or a higher percentage of full-time employment that the position last held in the district, or
- Dies, or
- Waives their right to recall in writing.

Bargaining unit members shall be recalled to any position for which they are qualified at the time of the opening and pursuant to all applicable provisions of this agreement.

No preference for seniority shall be given except when making a decision between bargaining unit members who have comparable evaluations. Bargaining unit members on the recall list will have the following rights:

1. No vacancy shall be posted until all eligible employees have been recalled. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status. No new bargaining unit members will be employed by the Board while there are bargaining unit members on the recall list who are certificated for the vacancy.

2. Bargaining unit members on the recall list will be recalled in order of seniority in keeping with contract status, certification/licensure, or other entry-level requirements for vacancies in areas for which they are certificated according to the records of the District. When there is an opening, the teacher in Category 1 (if no one in this Category is appropriately licensed for the position being recalled then proceed to Category 2 followed by Category 3) with the most seniority among those certificated/licensed for the position shall be restored by the Board at the same seniority, salary and fringe benefits as he or she would have received if a reduction in force had not taken place, provided, however, such teacher shall not

be granted service credit for salary purposes for such time such teacher's contract was suspended. It is the sole responsibility of a bargaining unit member to update the information possessed by the District concerning the current certificates/licenses he/she possesses.

3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all bargaining unit members on the recall list who are qualified according to these provisions. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address. Failure to keep the Board advised of current address shall result in forfeiture of all recall rights and privileges. All bargaining unit members are required to respond in writing to the district office within seven (7) calendar days upon receipt of a certified letter. The most senior of those responding will be given the vacant position. Any bargaining unit member who fails to respond within seven (7) calendar days after receipt of letter, will forfeit all recall rights.

4. A bargaining unit member on the recall list will, upon acceptance of the notification to assume active employment status, return to active employment status with the same seniority accumulation of sick leave, and appropriate salary schedule placement.

H. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. The article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

I. On a case-by-case basis, in lieu of suspending a contract in whole, the Superintendent may recommend and the Board may suspend a contract in part, so that a member is required to work a percentage of the time the member otherwise is required to work under his/her employment contract and receives a commensurate percentage of the full compensation the member otherwise would receive under the contract. Should the Board determine that it desires to suspend a contract in part, so that the bargaining unit member is required to work a percentage of the time the bargaining unit member otherwise is required to work under the contract, it may do so, with the following requirements:

1. The bargaining unit member shall have the option of either working part-time with proportionate pay or having the contract suspended in full;

2. If the bargaining unit member takes the part-time suspension, the bargaining unit member will be placed on the recall list with recall rights to a full-time position based upon seniority, teaching certificate/license and contract status;

3. If the bargaining unit member elects to have the contract suspended in full, the bargaining unit member will be placed on the recall list with recall rights based upon seniority, teaching certificate/license and contract status

J. No bargaining unit member whose continuing contract has been suspended pursuant to this Article shall lose the right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the bargaining unit member was not employed full-time just prior to suspension of the bargaining unit member's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the bargaining unit member last held while employed in the district or service center.

ARTICLE 13 – VACANCIES

A. The Superintendent shall cause a vacancy notice to be posted when the Board/Superintendent determines to fill a vacancy or when a new position will be created. This excludes supplemental positions. A vacancy occurs when a bargaining unit member resigns, retires, is nonrenewed, dies, transfers, or is terminated.

B. A vacancy created after the school year begins will be posted to be filled at the beginning of the next school year if posting and filling during the current school year is determined by the Superintendent to be disruptive to the educational program. If a vacancy occurs within the first thirty (30) days of the school year, a teacher will be given one (1)-year limited contract for that year and the job will be posted the following spring.

C. During the school year and the month of August, all bargaining unit vacancies will be sent via e-mail. Such posting shall be for five (5) working days.

D. During June, July, and August, when school is not in session, bargaining unit members will receive posting notices via e-mail or they may call or visit the Central office for information pertaining to vacancies that have been posted. Posting notices will be five (5) working days. With mutual agreement between the superintendent and the CEA, the posting period in this section can be modified in the month of August. The district will also send an all-call in text and voice to bargaining unit members in addition to the electronic posting on the same date of the posting or modification.

E. Bargaining unit members wishing to be considered for any vacancy must notify the Superintendent, in writing, within the specified posting period.

ARTICLE 14 – TRANSFERS

A. Voluntary Transfers: Transfers shall be made by the Superintendent in the following manner:

1. A bargaining unit member may request a transfer to any position in the system for which he/she is certificated/licensed. The written request shall be made before May 1st of each year to the Superintendent and shall state the grade, subject area

and/or building the bargaining unit member wants to transfer to for the next succeeding school year.

2. All transfer requests shall be maintained in a file for one (1) year. If the bargaining unit member wishes to keep the request active, he/she must do so in writing prior to the end of the one (1) year.

3. Consideration will be given to teachers requesting intra-district transfers before new employees are hired.

4. A teacher who is denied a requested voluntary transfer may request, in writing and within five (5) days of the denial, the reason(s) for the denial which shall be provided by the Superintendent. The denial of a requested voluntary transfer and the reason(s) shall not be subject to the grievance procedure.

5. A voluntary transfer shall be made by mutual agreement and shall be acknowledged by the teacher and administrator in writing. For this provision, an email between the parties shall be sufficient.

B. Involuntary Transfers

1. Involuntary transfers shall be a change in teaching position initiated by the Superintendent in the best interests of the student(s) and shall not be arbitrary.

2. The Superintendent will notify the bargaining unit member of a conference which shall occur at least fourteen (14) calendar days prior to the effective date of the transfer. The bargaining unit member has the right to have a representative of his/her choice also attend the meeting. A bargaining unit member who is involuntarily transferred shall receive written reason(s) from the Superintendent upon the written request of the teacher. Involuntary transfers will occur only after all voluntary transfer requests have been considered.

C. If a bargaining unit member receives notice of a voluntary or involuntary transfer that requires a subject, grade level, or assignment change between July 25 and four (4) working days before the start of the school year, the bargaining unit member will receive four (4) extended days to prepare for the transfer.

D. If a bargaining unit member receives notice of an involuntary transfer that requires a subject change, grade level, or assignment change after four (4) working days before the start of school, the bargaining unit member will receive six (6) administrative leave days to prepare for the transfer.

E. The district will coordinate and support the move of the bargaining unit member and will provide a quiet place to work.

F. For any changes to ORC 3319.173 that are not covered by this section, the parties will utilize Article 30 Labor Management Committee.

ARTICLE 15 – PAYROLL DEDUCTIONS

A. Association Membership

Association membership is annual with the membership year being September 1 through August 31.

B. Professional Dues

1. CEA, ECOEA, OEA and NEA may be deducted through regular payroll procedures, so long as authorization is made in writing at least two (2) weeks prior to the second payroll in September.

2. Dover Phila Federal Credit Union.

3. Tax Sheltered Annuities, any employee who makes a request for a tax-sheltered annuity after 9/1/97 must pay an administrative fee of fifty cents ($.50) per pay deduction. All current employees who have this deduction will not be subject to this fee.

4. United Way

5. FCPE (Fund for Children and Public Education).

C. Payroll Deduction of Dues

1. The Employer agrees to deduct from the wages of any employee-member of the Association the dues, initiation fees and assessments of the Union upon presentation of a written deduction authorization from any member of the Association. This deduction shall be without cost to the Association or the member. Payroll deduction of dues, fees, and assessments will be continuous from year to year until the Employer is notified by the Association to cease deductions.

2. Deductions of the annual dues and assessments will be made in nearly equal pay period installments during the school year and in an amount determined by the Union. Deductions shall begin with the first pay period in October and continue for twenty (20) pays. Any member hired or becoming eligible for membership after October 1 shall be entitled to payroll deduction of dues, fees, and assessments on a schedule determined by the Association Treasurer.

3. All monies deducted for such purposes shall be transmitted via either check or electronic transfer at the Treasurer's election.

D. If for any reason the Board fails to make a deduction for any bargaining unit member as above provided, it shall make that deduction from the bargaining unit member's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the bargaining unit member. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

E. The Association shall defend, indemnify, and hold harmless the Board, as well as its officers, officials, agents, and employees, in any claim made or action filed arising from the execution of the dues provisions of this Agreement provided that the Board acted in good faith compliance with the deduction provisions of this Agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply or misapplies the deduction provisions of this Agreement. The Board agrees to give full cooperation and assistance to the Association and its affiliates and counsel at all levels of any legal proceeding.

F. All bargaining unit members shall have their net pay directly deposited in the financial institution of the bargaining unit member's choice. If the financial institution of the bargaining unit member's choice does not accept direct deposits, the net pay shall be directly deposited in a financial institution that does accept such direct deposits. Direct deposit notifications shall be received via e-mail.

ARTICLE 16 – SALARY SCHEDULE LANGUAGE

A. All bargaining unit members who were on one (1) of the Master's plus columns as of January 1, 1986, will be grandfathered as to column placement for the duration of their employment with the Claymont City Schools.

B. The following definitions of salary columns will apply:

1. Bachelor Degree – bargaining unit members having at least a bachelor's degree.

2. BA +15 – Bargaining unit members having a Bachelor's Degree plus twenty-two (22) graduate quarter hours or fifteen (15) graduate semester hours after the Bachelor's Degree has been earned, related to the area of certification/licensure or area in which the individual is assigned, but not a Master's Degree.

3. Master's Degree – Bargaining unit members having a master's degree.

4. Master's plus fifteen (15) semester hours – Bargaining unit members having a Master's Degree plus twenty-two (22) graduate quarter hours or fifteen (15) graduate semester hours after the Master's Degree has been earned, related to

education of the bargaining unit members teaching fields. Bargaining unit members must show proof of work by providing the Board Treasurer with transcripts and their Master's Degree course of study.

5. Master's plus thirty-two (32) semester hours – Bargaining unit members have a Master's Degree plus thirty-two (32) graduate semester hours, after the Master's degree has been earned, related to education or the bargaining unit members teaching fields. Bargaining unit members must show proof of work by providing the Board Treasurer with transcripts and their Master's Degree course of study.

C. Bargaining unit members shall be placed on the salary schedule at their degree level based on official documentation on file in the Superintendent's office as of September 15.

D. Bargaining unit members' salaries shall be paid in twenty-six (26) equal installments unless the first pay of the new contract will be prior to the first day of scheduled work per the approved contract whereby the salaries will be paid in twenty-seven (27) installments.

E. Effective with the 2010-2011 school year, members of the bargaining unit who were not employed by the Board during the 2009-2010 school year shall be placed on the salary schedule with credit for training as described in this Article and years of service as defined in ORC §3317.13.

F. To the extent that any provision in this Article is in conflict with or contrary to provisions of the Ohio Revised Code, specifically ORC §3317.13 and §3317.14, the provisions of this agreement shall supersede any such conflicting statute.

ARTICLE 17 – SALARY SCHEDULES

A. Salary Index

YRS	BA	BA+15	MA	MA+15	MA+32
0	1.0000	1.0400	1.1249	1.1699	1.2167
1	1.0400	1.0816	1.1699	1.2167	1.2654
2	1.0816	1.1249	1.2167	1.2654	1.3160
3	1.1249	1.1699	1.2654	1.3160	1.3686
4	1.1699	1.2167	1.3160	1.3686	1.4233
5	1.2167	1.2654	1.3686	1.4233	1.4802
6	1.2654	1.3160	1.4233	1.4802	1.5394
7	1.3160	1.3686	1.4802	1.5394	1.6010
8	1.3686	1.4233	1.5394	1.6010	1.6650
9	1.4233	1.4802	1.6010	1.6650	1.7316
10	1.4802	1.5394	1.6650	1.7316	1.8009
11	1.5394	1.6010	1.7316	1.8009	1.8729
12	1.6010	1.6650	1.8009	1.8729	1.9478
13	1.6650	1.7316	1.8729	1.9478	2.0257
14	1.6650	1.7316	1.9478	2.0257	2.1067

B. Salary Schedules

The salary schedule BA-0 amount for the 2026-2027 school year shall be $41,054.

2026-2027: Three (3%) increase to the BA-0 line of the salary schedule.

SALARY SCHEDULE
2026-2027

EXP	BA	BA+15	MA	MA+15	MA+32
0	$41,054	$42,696	$46,182	$48,029	$49,950
1	$42,696	$44,404	$48,029	$49,950	$51,950
2	$44,404	$46,182	$49,950	$51,950	$54,027
3	$46,182	$48,029	$51,950	$54,027	$56,187
4	$48,029	$49,950	$54,027	$56,187	$58,432
5	$49,950	$51,950	$56,187	$58,432	$60,768
6	$51,950	$54,027	$58,432	$60,768	$63,199
7	$54,027	$56,187	$60,768	$63,199	$65,727
8	$56,187	$58,432	$63,199	$65,727	$68,355
9	$58,432	$60,768	$65,727	$68,355	$71,089
10	$60,768	$63,199	$68,355	$71,089	$73,934
11	$63,199	$65,727	$71,089	$73,934	$76,890
12	$65,727	$68,355	$73,934	$76,890	$79,965
13	$68,355	$71,089	$76,890	$79,965	$83,163
14	$68,355	$71,089	$79,965	$83,163	$86,488

C. For the 2027-2028 school year:

Re-open Agreement for two (2) language items and salary and insurance.

ARTICLE 18 – INSURANCE

A. Medical, Dental and Vision Insurance

In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week. Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for coverage information.

The Board shall pay the cost of medical, dental and vision insurance for a comprehensive major medical program, dental and vision for family and single coverage for each member of the bargaining unit with the employee paying a monthly contribution toward the cost of this program in the amount of:

	Premium Share	Single Cap	Family Cap
2026-2027	85% / 15%	$215.00 per month	$430.00-per month

In cases where husband and wife are employed in the district, they are entitled to either two (2) single policies or one (1) family policy.

Part-time employees shall receive coverage on a pro-rata basis, based upon percent of full time the employee is regularly assigned to work each week.

Example of Part-Time Pro-rata

Part-time teacher – 20 hours (total contracted weekly hours worked in part-time position divided by 38.75 hours (total contracted weekly hours in a full-time teaching position) 20/38.75 = 51.61%. This would imply a 20 hour per week teacher would pay 48.39%.

In any year that the district receives a premium holiday(s), the district will waive the monthly employee's premium contribution for the same number of months as the number of premium holidays granted in that year.

1. Stark County Schools Council

   The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and vision insurance through the COG. The coverage shall be the standardized COG specifications.

2. Preferred Provider – Doctors/Hospitals

   i. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

ii. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

3. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

i. The program will be available to employees and their dependents who have the "primary" coverage under the District's insurance.

ii. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's twenty percent (20%) co-payment.

iii. The deductible will be waived.

iv. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

v. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

vi. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

B. Life Insurance

The Board shall purchase and pay for, from a carrier licensed by the State of Ohio, Group Term Life Insurance for each employee in the amount of thirty thousand dollars ($30,000.00).

Bargaining unit members may purchase additional term life insurance at the group rate in five thousand-dollar ($5,000.00) increments, up to a maximum of fifty thousand-dollar ($50,000.00) coverage in addition to Board paid coverage.

Modifications to this provision may be necessary to comply with the requirements of the insurance carrier. The value of the life insurance reduces by fifty percent (50%) at age 65. The specific terms of the policy are contained in the life insurance contract.

C. Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

D. Spousal Coverage

Any new participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

E. Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE 19 – STRS/SERS PICKUP UTILIZING THE SALARY REDUCTION METHOD

A. The Board agrees with the Association to STRS/SERS "pickup" utilizing the salary reduction method contributions to the State Teachers Retirement System or the State Employees Retirement System paid on behalf of the bargaining unit members, at no cost to the Board, under the following terms and conditions:

1. The amount to be "picked up" on behalf of each bargaining unit member shall be equal to total contribution of the bargaining unit member's gross annual compensation. The bargaining unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

2. The pickup percentage shall apply uniformly to all members of the bargaining unit and shall become effective with the first pay in February 1986 contingent upon receipt of STRS/SERS approval.

3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pickup.

4. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation shall be based on the bargaining unit member's daily gross pay prior to reduction as basis

(e.g., gross pay divided by the number of days in a bargaining unit member's contract).

B. Each bargaining unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.

C. If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

ARTICLE 20 – TUITION REIMBURSEMENT

A. To encourage professional growth, the Board will award a supplemental payment to each bargaining unit member who successfully completes university courses at the graduate level, with a grade of a "C" or better or a "pass" in a pass-fail course.

B. The bargaining unit member must be enrolled in a graduate level program leading to a Master's Degree in the area of certification/licensure or area of assignment or subsequent to receiving the Master's Degree, graduate level course work which is related to the teacher's subject area, area in which they are teaching, area of other licensures outside current licensure/teaching assignment including but not limited to administrative, or area in which the teacher is teaching under a temporary license.

C. Prior written approval must be obtained from the Superintendent in order to be eligible to receive reimbursement. Reimbursement will be limited to tuition for graduate level hours and not fees, special tests, books, etc.

D. Limits placed on this reimbursement are one hundred dollars ($100.00) per semester hour or seventy dollars ($70.00) per quarter hour for a graduate level program leading to a Master's Degree in the area of certification/licensure or area of assignment or subsequent to receiving the Master's Degree, graduate level course work which is related to the teacher's subject area, area in which they are teaching or area in which the teacher is teaching under a temporary license.

E. Bargaining unit member may also receive reimbursement for seventy-five dollars ($75.00) per semester hour or fifty dollars ($50.00) per quarter hour for other educational licenses outside current licensure/teaching assignment, including but not limited to, administrative.

F. Bargaining unit members cannot receive reimbursement for more than six (6) semester hours or its equivalent per semester during the school year and a total of twelve (12) semester hours or its equivalent during the period between September 1 and August 31.

G. The reimbursement payment for such completed course work will be made during the month of October in the school year following the school year in which the coursework was completed, provided the bargaining unit member submits a transcript and a receipt showing successful completion and payment for such courses by September 30. A bargaining unit member cannot receive reimbursement for more than what was actually paid for tuition.

H. During any given school year, the Board will pay no more than thirty-five thousand dollars ($35,000.00) for tuition reimbursement. If the aggregate amount of the reimbursement requests exceeds this amount, reimbursements will be prorated among the requesting bargaining unit members.

I. Employees will continue their employment in the Claymont City Schools for one (1) additional year for each year they receive tuition reimbursement. If the bargaining unit member voluntarily leaves the employment of the Claymont City Schools before the one (1) additional year, he/she shall refund the tuition reimbursement received by means of an automatic deduction from his/her final paycheck.

ARTICLE 21 – MILEAGE

A. Bargaining unit members required to use their own vehicle for school business, other than between home and work, shall be reimbursed at the current IRS rate allowed. Each bargaining unit member to be reimbursed must present the Board Treasurer with a mileage chart of daily trips and a monthly mileage statement.

B. Monthly mileage statements must be submitted to the Board Treasurer no later than the tenth (10^{th}) of the month following the month for which reimbursement is sought. Failure to submit the monthly mileage statement in a timely manner shall result in the forfeiture of the mileage reimbursement for that month.

ARTICLE 22 – STRS/SERS RETIREMENT AND SEVERANCE

A. Bargaining unit members may retire any month after the bargaining unit member has the appropriate number of years of service as per the appropriate retirement system.

B. Application for retirement must be made thirty (30) days prior to the selected date of retirement and notification made to the Superintendent's Office so that payrolls may be in order. Severance pay upon retirement with STRS/SERS shall be paid at the rate of twenty-seven and one-half percent (27.5%) of total accumulated sick leave days to a maximum of fifty-five (55) severance days. Payment shall be made only once to any (1) bargaining unit member, shall extinguish all accumulated sick leave of the bargaining unit member, and shall only be made after the bargaining unit member has provided the Board Treasurer with bona fide proof of his/her actual retirement under the STRS/SERS system (i.e., first STRS/SERS check, other STRS correspondence or documentation that

indicates retirement, etc.). Should the bargaining unit member request in writing, actual payment may be made during the month of January following his/her actual retirement.

ARTICLE 23 – ADVERTISING WITHIN THE SCHOOL

A. Advertising will be permitted in the Claymont Schools if it is beneficial to the students and school. The advertisement shall be limited to the bulletin boards except in the display of class rings and graduation announcements.

B. No bargaining unit member shall advertise within the school for his/her own financial benefit.

C. The building principal shall approve all advertising within his/her assigned building.

ARTICLE 24 – SUPPLEMENTAL SALARY SCHEDULE

A. All ratios are to be multiplied by the BA 0 Base.

B.

FOOTBALL

Head	23%
Assistant	18%
Freshman	11%
$7^{th}/8^{th}$ Grade	9%
Equipment Manager	13%

BASKETBALL (BOYS/GIRLS)

Head	23%
Assistant	18%
Freshman	11%
$7^{th}/8^{th}$ Grade	9%

WRESTLING

Head	23%
Assistant	18%
Freshman	11%

7th/8th Grade	9%
Mat Stat Advisor	4.5%

VOLLEYBALL

Head	23%
Assistant	18%
Freshman	11%
7th/8th Grade	9%

TRACK (BOYS/GIRLS)

Head	16%
Assistant	10%
7th/8th Grade	8%

BASEBALL

Head	16%
Assistant	10%

SOFTBALL

Head	16%
Assistant	10%

CROSS COUNTRY

Head	14%
Assistant	11%
7th/8th Grade	8%

GOLF (BOYS/GIRLS)

Head	12%
7th/8th Grade	8%

TENNIS (BOYS/GIRLS)

Head	12%

BOWLING

Head	12%
Assistant	8%

CHEERLEADING	
Head	12%
Freshman	8%
$7^{th}/8^{th}$ Grade	6.5%
WEIGHTLIFTING	
Summer	6%
Fall	4.5%
Winter	4.5%
Spring	4.5%
Faculty Manager	9.5%
FINE ARTS	
Head Band Director	23%
Assistant Band	18%
Percussion Director	5%
Color Guard	1%
Vocal Music	5%
Show Choir	4%
MUSICAL	
Director	7%
Vocal	6%
Choreographer	5%
Stage Manager	5%
Scenic Deign	5%
Instrumental Music	5%
DEPARTMENT HEADS	
Middle School	3.5%
High School	5%
Vocational	5%
Fine Arts	5%

Social Studies	5%
English	5%
Math	5%
Science	5%
Special Ed. (HS/MS)	5%
Special Ed (PRIM/ELE/CIS)	2.5%
Gifted Coordinator	12%

PROFESSIONAL COMMITTEES

JEDC (meeting pay)	Seventy-five dollars ($75.00) per hour for mutually agreed meetings. Agreement for meetings shall not be unreasonably withheld.
LPDC (meeting pay)	5.5%
Resident Educator Coordinator/Facilitator (up to 2)	5%
Mentor Teacher (yr1)	5%
Mentor Teacher (yr2)	3.5%
District Work Group	Paid at tutor hourly rate for work completed

CLUBS/ACTIVITIES

Yearbook (HS)	6.5%
Yearbook (JH)	5%
Webmaster (HS)	5%
Digital Media Manager	5%
Sr. Advisor	5%
Jr. Advisor	7%
So. Advisor	4%
Fr. Advisor	4%
Honor Soc. (Hs)	4%
Honor Soc. (JH)	3.5%
Student Council (HS)	4%

Student Council (JH)	4%
Scholar Challenge	6.5%
Y2Y	4%
Power of Pen	3.5%
Math Counts	4%
Science Club (HS)	4%
Science/Video Club	3.5%
Mock Trial	3.5%
Pep Club	4%
Thespians	5%
Art	4.5%
Spanish/French	4%
E-sport	6.5%
FTA	4%
Mustang Helping Hands	3.5%

Extended Service Days

School Counselor(s) (HS)	up to ten (10) days per employee
School Counselor(s) (MS)	up to five (5) days per employee
Agricultural Science Teacher	up to thirty (30) days per employee

The board of education may approve additional day(s) if requested by the bargaining unit member.

*All according to proposed Memorandum of Understanding for pandemic pay schedule.

C. All indices are based on the Bachelor's 0 level of experience that is in effect for August of that school calendar year.

Any new activity approved by the Board of Education will be assigned an index commensurate to duties and time involved. This index will be established by a meeting between the Superintendent and CEA President.

All activities will have prescribed duties that the advisor will be responsible to perform.

D. All hourly rate of pay will be set for tutoring and summer school. The rate will be twenty-seven dollars ($27.00) per hour.

It is the responsibility of the tutor to determine the grade of the student being tutored. All hourly rate of pay will be set for kindergarten orientation and district meeting(s) outside the work day. The rate will be twenty dollars ($20.00) per hour.

E. A copy of the pay dates will be given to all bargaining unit members who hold supplemental contracts at the beginning of the school year. In the case of a member who is issued a supplemental contract after the beginning of the school year, a copy of the pay dates will be given upon issuance of the contract for supplemental duty. Final Supplemental Pay will not be made until all coach/advisor obligations are met. The appropriate administrator will certify to the treasurer to process final payment of supplemental wages when non-athletic supplementals have been fulfilled by the bargaining unit member. Payment of the last athletic supplemental check will occur once the coach has turned in all equipment/uniforms and appropriate student obligation forms to the athletic director.

The Administration may cancel a supplemental contract due to the cancellation in whole or in part, of the athletic season or extracurricular activity. A contract holder whose contract is cancelled shall be compensated on a pro-rated basis as follows:

1. Advisors/Music Directors/Coaches for Year-Long Activities

    i. Twenty-five percent (25%) upon the beginning of each academic quarter

2. Head Coaches

    i. Twenty-five percent (25%) upon signing of the contract

    ii. Twenty-five percent (25%) upon the beginning of the practice season (as defined by the Ohio High School Athletic Association ["OHSAA"])

    iii. Twenty-five percent (25%) upon the beginning of the regular season (as defined by OHSAA)

    iv. Twenty-five percent (25%) upon the completion of the regular season

3. Assistant Coaches

    i. Twenty-five percent (25%) upon the beginning of the practice season (as defined by OHSAA)

    ii. Twenty-five percent (25%) upon the beginning of the regular season (as defined by OHSAA)

iii. Fifty percent (50%) upon the completion of the regular season

F. All supplemental contracts are for one (1) school year and shall automatically expire at the conclusion of that school year.

G. It is recognized that the Athletic Director shall evaluate the performance of holders of athletic supplemental contracts.

ARTICLE 25 – CONTRARY TO LAW

The Board and the Association agree that all items in this contract which supersede applicable state law and which may permissibly do so under Ohio Revised Code Section 4117.10(A) shall not be affected by this article. Should any clause of this contract be held to be in violation of the law by a court of competent jurisdiction, the parties will meet to negotiate any change in the agreement relative to the effected provision within sixty (60) days by demand of either party. All other sections of the contract shall remain in full force and effect.

ARTICLE 26 – CERTIFICATED APPRAISAL PROCESS

During the term of this contract, by the third (3rd) Thursday of September, the credentialed building principal or the employee's appropriate direct evaluator will notify each bargaining member if s/he will be on a full or less frequent evaluation cycle for the current school year.

A. Bargaining Unit Member Evaluation Systems

The OTES 2.0 Teacher Evaluation ("OTES") will be implemented beginning the 2021-2022 school year. OTES applies to teachers who are licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and fall under the definition of "Teacher" under the Standards-Based Teacher Evaluation Board Policy. The School Counselor Evaluation (OSCES) applies to all school counselors. The Board will utilize the OTES and OSCES forms, unless otherwise mutually agreed upon. The Related Service personnel evaluation applies to all district employees providing services in speech/language pathology, occupational therapy, or physical therapy. The School Nurse, the Media Specialist/Literacy Coach, and the Family Advocate/Social Worker evaluations apply to any district employee serving in those capacities. The Board will utilize the JEDC approved evaluation forms, unless otherwise mutually agreed upon.

1. Definitions

i. Credentialed Evaluator: A person: 1) who is eligible to be an evaluator in accordance with ORC §3319.111(D); and 2) who holds a credential established by the Ohio State Board of Education for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is

required to pass an online credentialing assessment. Bargaining unit members shall not serve as a credentialed evaluator.

When a Building Principal has 12 or more full-cycle evaluations in one school year, other Credentialed Evaluators may be assigned evaluations as follows:

(a) Traveling teachers may be evaluated by the principal of any building to which the teacher is assigned,

(b) Title teachers may be evaluated by the Title Coordinator so long as the Coordinator is credentialed,

(c) Special Education teachers may be evaluated by the Special Education Director so long as the Director is credentialed.

ii. Evaluation Cycle: The evaluation cycle occurs during each school year for each bargaining unit member on a full or less frequent evaluation cycle.

iii. Evaluation Framework: The standards-based state framework for evaluation of bargaining unit member developed by the Ohio State Board of Education in accordance with Ohio Revised Code §3319.112, for evaluation of teachers under Ohio Revised Code §3319.111, §3319.112 and 3319.113.

iv. Evaluation Procedure: The procedure used to conduct bargaining unit member evaluations, which includes walkthroughs and observations to assess bargaining unit member performance and metrics of student outcomes for school counselors.

The full evaluation cycle for teachers shall consist of: a professional growth plan or an improvement plan, a pre-observation conference, a formal holistic observation (minimum of thirty [30] minutes not to exceed a single class period), a post-conference after each observation, classroom walkthrough(s), a formal focused observation(s) (minimum of thirty [30] minutes not to exceed a single class period), and a final summative conference.

The less-frequent evaluation cycle for teachers shall consist of: a professional growth plan, an optional pre-observation conference, an observation (minimum of thirty [30] minutes not to exceed a single class period), a post-conference after the observation, up to two (2) classroom walkthrough(s) permitted, but not required, and a final summative conference.

The formal evaluation cycle for Non-OTES bargaining unit members shall consist of a professional growth plan or an improvement plan, a pre-observation conference(s) [excluding nurse and family advocate], two (2) formal observations (minimum of thirty [30] minutes not to exceed a single class period), a post-conference(s), walkthroughs, and a final summative conference.

v. Final Evaluation Rating: In the case of a bargaining unit member, the final evaluation rating is assigned at the conclusion of the evaluation cycle. In the case of a school counselor, the final evaluation rating assigned at the conclusion of the evaluation cycle, when the standards 1 – 6 are combined with the metrics of student outcomes. Evaluation ratings are: Accomplished, Skilled, Developing, and Ineffective. In the event the Ohio legislature modifies the standards/metric of student outcome for school counselors; the Union and Board agree to negotiate on the limited issue of whether the percentages should also be modified in this Article.

vi. Focused observation: The second (2^{nd}) observation, lasting a minimum of thirty (30) minutes that emphasizes the focus area(s) identified in the post conference following the Formal Holistic Observation (first observation). Evaluators will collect evidence related to the identified focus area(s) and goals in the professional growth plan or improvement plan, whichever is applicable, but must also document sufficient evidence to support the Final Holistic Rating at the end of the evaluation cycle.

vii. High Quality Student Data (HQSD): Instrument used to assess student learning (growth and/or achievement) to guide a teacher's instructional decisions and meet student learning needs. The teacher evaluation will use at least two (2) measures of teacher-determined, district-approved high-quality student data that is attributable to the teacher being evaluated. HQSD must be used as evidence in any component of the evaluation where applicable.

viii. Holistic Observation: The first (1^{st}) formal observation, lasting a minimum of thirty (30) minutes not to exceed a single class period, in which the evaluator documents all observed areas on the rubric as well as information collected from the pre-conference and post conference.

ix. Improvement Plan: A written Improvement Plan will be developed in the circumstances when a bargaining unit member receives an overall ineffective rating or an ineffective rating on any of the components of the Evaluation Rubric, excluding the metrics of student outcomes for school counselors. The purpose of an Improvement Plan is to identify specific performance deficiencies and foster growth through professional development and targeted support. The Improvement Plan will last a full

evaluation cycle unless the bargaining unit member has met the desired level of performance from the OTES 2.0 rubric to end the plan.

x. Metric of Student Outcomes: This term refers to the seventh area of the OSCES Evaluation Rubric that provides data demonstrating that student's skills, knowledge, or behaviors have positively changed as a result of the school counselor's actions.

xi. OSCES: This acronym refers to the Ohio School Counselor Evaluation System which was adopted by the Ohio State Board of Education as a result of the Ohio legislature passing a new state-wide school counselor evaluation system under ORC 3319.113.

xii. OSCES Rubric: The OSCES Rubric approved by the Ohio State Board of Education.

xiii. OTES 2.0: This acronym refers to the Ohio Teacher Evaluation System, which was adopted by the Ohio State Board of Education as a result of the Ohio legislature passing a new state-wide teacher evaluation system under sections 3319.111 and 3319.112 of the Ohio Revised Code.

xiv. OTES 2.0 Rubric: The OTES Rubric approved by the Ohio State Board of Education.

xv. Performance Deficiency: A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the Evaluation Rubric.

xvi. Support Member Mentor: A bargaining unit member mentor who supports a bargaining unit member who has been placed on an improvement plan. Support member mentor shall be paid a supplemental proportionate to the time assigned to the bargaining unit member. Such payment shall be based on the mentor teacher supplemental.

xvii. Teacher of Record: This is the teacher who is responsible for assigning the student a grade so long as (a) the teacher has proper credentials to teach the particular subject/grade level for which she/he has been designated "teacher of record;" and (b) the teacher is responsible for a minimum of fifty percent (50%) of a student's scheduled instructional time within a given subject or course.

xviii. Teacher Student Data Linkage (TSDL): The process of connecting the teacher(s) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to the teacher of record.

xix. Value-Added: Refers to the EVAAS value-added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores based on state issued standardized assessments.

2. Purpose of Claymont Evaluation

Claymont Schools utilizes the OTES 2.0 state-wide teacher evaluation system and the OSCES state-wide school counselor evaluation system developed by the Ohio Department of Education. The Joint Evaluation Development Committee has developed similar evaluation systems for the related service personnel, school nurse(s), the family advocate/social worker and media specialist/literacy coach.

The Board, Union, administrators, and bargaining unit members of Claymont Schools are committed to supporting students with academic achievement, social and emotional development, and college/career readiness and recognize the purpose of our evaluation is:

i. To support bargaining unit members in their effort to inform instruction with data from formative and summative assessments.

ii. To serve as a tool to advance the professional learning and practice of bargaining unit members individually and collectively in Claymont Schools.

iii. To assist bargaining unit members and administrators in identifying and developing best practices in order to provide the greatest opportunity for academic growth and achievement, social and emotional development, and college/career readiness.

iv. To assist the administration in utilizing appropriate data to guide identification and development of meaningful professional development opportunities.

v. To promote and foster professional and collaborative dialogue between teachers and Credentialed Evaluators.

3. Evaluators

i. Where a bargaining unit member is under consideration for renewal/non-renewal or under an improvement plan, a District administrator will serve as the Credentialed Evaluator.

ii. Each teacher/school counselor will be notified of his/her Credentialed Evaluator, and the following shall apply:

(a) For those bargaining unit members with an overall Final Holistic Rating of Accomplished, the evaluator shall be selected by the bargaining unit member from the Approved Credentialed Evaluator List.

(b) For those bargaining unit members with an overall Final Holistic Rating of Skilled, the evaluator shall be the bargaining unit member's immediate supervisor provided that individual is on the Approved Credentialed Evaluator List. Should the immediate supervisor not be on the Approved Credentialed Evaluator List, the evaluator will be chosen collaboratively between the teacher/school counselor and his/her immediate supervisor.

(c) For those bargaining unit members with an overall Final Holistic Rating of Developing or Ineffective, the Superintendent or his/her designee will assign the evaluator from the Approved Credentialed Evaluator List.

(d) In the situation where a bargaining unit member with an overall Final Holistic Rating of Skilled, Developing or Ineffective is assigned to more than one building, the Credentialed Evaluator shall be one (1) and not both of the building administrators, with priority to the building to which the bargaining unit member is primarily assigned (i.e. home base).

(e) In the situation where the bargaining unit member wishes to have a different credentialed evaluator assigned, the bargaining unit member can make a formal request, in writing, to the Superintendent or his/her designee, listing the reason for the request. If the request is granted, the Superintendent or his/her designee will assign an evaluator from the Approved Credentialed Evaluator List.

4. Evaluation Schedule

i. No bargaining unit member shall be evaluated more than once annually.

ii. The evaluations cycle will be completed by the first (1st) day of May and the bargaining unit member will be provided with a written copy of the evaluation results by the tenth (10th) day of May.

iii. For those bargaining unit members who are on limited or extended limited contracts pursuant to ORC §3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted annually by the first (1st) day of May. If after the second (2nd) formal observation, the bargaining unit member is no

longer being considered for non-renewal, the Superintendent may waive the third (3rd) observation.

iv. A bargaining unit member who is assigned a final evaluation rating of Accomplished on the bargaining unit member's most recent full-cycle evaluation conducted under this section shall be fully evaluated once every three (3) school years, unless his/her contract is up for renewal. The triennial evaluation shall be completed by May 1 of the applicable school year, and the bargaining unit member shall receive a written report of the evaluation by May 10 of that school year. A credentialed evaluator shall conduct one (1) observation, lasting a minimum of thirty (30) minutes not to exceed a single class period, using the walkthrough form (a pre-conference if requested by bargaining unit member) and one (1) post-conference with the bargaining unit member for each year the evaluation cycle is deferred.

A bargaining unit member who is assigned a final evaluation rating of Skilled on the bargaining unit member's most recent full-cycle evaluation conducted under this section shall be fully evaluated once every two (2) school years, unless his/her contract is up for renewal. The biennial evaluation shall be completed by May 1 of the applicable school year, and the bargaining unit member shall receive a written report of the evaluation by May 10 of that school year. A credentialed evaluator shall conduct one (1) observation, lasting a minimum of thirty (30) minutes not to exceed a single class period, using the walkthrough form (a pre-conference if requested by the bargaining unit member) and one (1) post-conference with the bargaining unit member for each year the evaluation cycle is deferred.

In any year in which a bargaining unit member will not be evaluated on a full cycle, as a result of having previously received a rating of accomplished or skilled, the observation process shall not require a pre-observation conference or submission of the pre-observation form. Likewise, the submission of the post observation form shall not be required. The information/forms generated in this section will be provided to the bargaining unit member, however, will not be placed in the employee's personnel file.

v. A bargaining unit member's Principal/evaluator/supervisor may offer instructional leadership and/or guidance during non-cycle years.

vi. In the event that serious performance issues arise during a less frequent cycle year, a bargaining unit member may be placed on a full evaluation cycle. If a Principal determines that a full evaluation cycle is necessary, the Principal will meet with the bargaining unit member and explain the reason for the evaluation. The bargaining unit member is entitled to

representation during this meeting. If the bargaining unit member disputes the basis for the full evaluation cycle, an appeal may be made to the Superintendent within two (2) days of the meeting with the Principal. After presentation of the matter to the Superintendent, the Superintendent's decision regarding the full evaluation cycle will be final.

vii. Serious performance issues that may trigger a full evaluation cycle include sustained classroom management issues that are not the result of a single disruptive student, alcohol or drug use, overuse of video not related to content standards, failure to teach State content standards, and disciplinary issues. This issue list is not limiting and other matters not listed may become serious enough to warrant a full evaluation cycle.

viii. Any bargaining unit member whose retirement is accepted and approved by December 1 shall be exempt from the evaluation process.

ix. The Board shall not evaluate any bargaining unit member who has or will be on leave for fifty precent (50%) or more of the school year unless the bargaining unit member and the evaluator can mutually agree to complete the evaluation before or after the leave. Any bargaining unit member that uses this exemption will be placed on a full evaluation cycle when he/she returns the next year.

5. Bargaining unit member's Evaluation

i. General principles

(a) All monitoring or observation of bargaining unit member work performance shall be conducted openly and with full knowledge of the bargaining unit member.

(b) Performance shall be assessed based on standards for the profession and criteria set forth in the evaluation instrument.

(c) The Credentialed Evaluator shall rely on evidence provided by the bargaining unit member, the Formal Observations, Walkthroughs, and the discussion from Pre- and Post- observation conferences to determine a bargaining unit member's final holistic rating.

(d) All conclusions from High Quality Data instruments must be documented and supported by evidence.

(e) Upon request, the credentialed Evaluator shall provide the bargaining unit member with copies of all written documentation, including but not limited to notes, scripts, artifacts, and evidence collected during observations and walkthroughs.

(f) No bargaining unit member shall be required to complete a Self-Assessment Form (e.g., OTES/OSCES Self-Assessment Form). This tool may be used by bargaining unit member as a resource.

(g) Video or audio devices shall not be used for any part of the bargaining unit member's evaluation cycle either by the bargaining unit member or by the Credentialed Evaluator. The District will not use video/audio evidence.

(h) The Credentialed Evaluator assigned to the bargaining unit member will complete all components of the bargaining unit member's evaluation except in the case of extenuating circumstances.

ii. Evidence Used to Assess Bargaining Unit Member's Performance.

(a) The bargaining unit member may submit relevant documentation to the Credentialed Evaluator as evidence for the indicators on the Evaluation Rubric.

(b) Full Cycle Evaluation

(01) A minimum of two (2) formal observations shall be conducted.

(02) Each formal observation shall last a minimum of continuous thirty (30) minutes not to exceed a single class period.

(03) The first (1st) formal observation shall be an announced holistic observation completed by the end of first semester unless extenuating circumstances exist.

The second (2nd) formal observation shall be an announced focused observation completed in the second (2nd) semester unless the bargaining unit member requests an earlier observation mutually agreed upon by both the bargaining unit member and the evaluator.

(04) There shall be at least twenty-one (21) calendar days between each formal observation (Calendar days exclude Winter and Spring breaks for this section only).

(05) If after the second (2nd) observation, there is a Performance Deficiency in a bargaining unit member's performance and

the District anticipates taking adverse personnel action, a minimum of one (1) additional observation shall be conducted.

(06) A bargaining unit member may request a formal observation at any time, in addition to those required.

(07) A pre-observation conference between the Credentialed Evaluator and the bargaining unit member (with the exception of the school nurse[s]) shall be held at any time within the five (5) work days preceding each formal observation to review the content of the Pre-Observation Form. The School Nurse(s) evaluation will not include a pre-observation conference.

(08) A post-observation conference between the Credentialed Evaluator and bargaining unit member shall be held within the ten (10) work days following each formal observation, unless extenuating circumstances exist, to provide reflection and feedback on the observation and collaboratively determine the areas of focus for the focused observation, if applicable. Bargaining unit members may use the Post-Observation Conference Forms to guide the reflection process.

(09) At the post-observation conference following the formal holistic observation, the Credentialed Evaluator and bargaining unit member will review the evidence collected and determine the focus area(s), which may be included in the Professional Growth Plan and/or Improvement Plan.

(10) A summative conference will be held prior to May 1 for the evaluator to highlight evidence for the Final Holistic Rating with the bargaining unit member and provide succinct, targeted feedback to promote the bargaining unit member's professional growth. The post-conference after the second (2^{nd}) observation may serve as the summative conference.

(c) Less Frequent Cycle Evaluation

(01) One (1) observation shall be conducted using the walkthrough form.

(02) The observation shall be announced and will last a minimum of continuous thirty (30) minutes not to exceed a single class period.

(03) A bargaining unit member may request a formal observation at any time, in addition to those required.

(04) An optional pre-observation conference between the Credentialed Evaluator and the bargaining unit member (with the exception of the school nurse(s) can be held at any time within the five (5) work days preceding the observation to review the content of the Pre-Observation Form. The School Nurse(s) evaluation will not include a pre-observation conference.

(05) A post-observation conference between the Credentialed Evaluator and bargaining unit member shall be held within the ten (10) work days following the observation, unless extenuating circumstances exist, to provide reflection and feedback on the observation. Bargaining Unit Members may use the Post-Observation Conference Forms to guide the reflection process.

(06) A summative conference will be held prior to May 1 for the evaluator to highlight evidence for the Final Holistic Rating with the bargaining unit member and provide succinct, targeted feedback to promote the bargaining unit member's professional growth. The post-conference after the observation may serve as the summative conference.

(d) Walkthrough

(01) A walkthrough for a teacher/related service provider is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator.

(02) The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walkthrough.

(03) A walkthrough shall be at least ten (10) consecutive minutes and no more than twenty (20) minutes in duration.

(04) There shall be a minimum of two (2), but no more than four (4) walkthroughs per Teacher/School counselor/related service provider Full Evaluation Cycle, unless additional

are requested by the teacher/school counselor/related service provider.

(05) For bargaining unit members on a Less Frequent Evaluation Cycle, walkthroughs are not required, but up to two (2) walkthroughs are permitted.

(06) Within three (3) work days of completing the walkthrough, the evaluator shall provide the teacher/school counselor/related service provider a copy of the Walkthrough Data Form. If the teacher/school counselor/related service provider requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs.

iii. Determination of Final Rating

Bargaining unit member performance is to be scored holistically. The foundation of this system is the transparent, collaborative gathering and sharing of evidence and honest conversation between the bargaining unit member and the evaluator.

The Evaluation Rubric is to be used to promote professional growth that leads to improved instructional performance. When completing the evaluation rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle.

The evaluator will assess which level provides the best overall description of the bargaining unit member's practice by considering evidence gathered during any pre-conferences, the formal observations, the post-conference(s), classroom walkthroughs, professional conversations, and evidence of practice and professionalism. Teachers/school counselor/related services may, but are not required to, bring additional evidence to share at the pre- or post-conference.

When determining a bargaining unit member's Final Holistic Rating, the level of performance in each domain will be weighted equally. If the evaluation is split evenly between two (2) ratings, the higher rating will prevail.

6. High-Quality Student Data

i. General Principles

(a) The teacher shall use a minimum of two (2) measures of high-quality student data (HQSD) to guide instructional decisions and demonstrate student learning.

(b) When applicable to the grade level or subject area taught by the teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning.

(c) HQSD used for the evaluation will be selected by the teacher and submitted through the OhioES System to the building principal by the first (1st) Monday in October to be approved.

(d) The teacher must choose and use high-quality student data instruments that are either: 1) on the District-approved list of HQSD, or 2) have been reviewed by locally determined experts (subject area colleagues) using the following criteria:

(01) Aligns to learning standards.

(02) Measurers what is intended to be measured.

(03) Attributable to the specific teacher.

(04) Demonstrates evidence of student learning (achievement and/or growth).

(05) Follow protocols for administration and scoring.

(06) Provide trustworthy results.

(07) Not offend or be driven by bias.

(e) The teacher will critically reflect upon and analyze HQSD to support instructional decisions for student learning and progress towards achieving state standards.

7. Finalization of Evaluation

i. In OhioES, a final holistic rating will be completed by the evaluator, and pinned by the evaluator and the bargaining unit member no later than the tenth (10th) day of May. The bargaining unit member's pinning of the

Final Holistic Rating should not be construed as evidence that the bargaining unit member agrees with its contents. The evaluator shall send a copy of the Final Holistic Rating to the Superintendent.

ii. Within ten (10) calendar days of receiving the Final Holistic Rating, a bargaining unit member has the right to make a written response to the evaluation and to have it attached to the Final Holistic Rating that is placed in the bargaining unit member's personnel file.

iii. Each bargaining unit member shall have the opportunity to review the teacher performance rating in order to ensure accuracy in reporting. If the bargaining unit member believes there is an inaccuracy, s/he shall notify the Superintendent or his/her designee on a date designated by the Superintendent each school year.

iv. Final Holistic Rating of Teacher/School Counselor Effectiveness (Effectiveness Rating) – The Superintendent shall annually file a report to the Department of Education including only the following information: the number of bargaining unit members for whom an evaluation was conducted as well as the number of bargaining unit members assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by teacher preparation programs and the years in which the bargaining unit members graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the district.

The district shall submit the final holistic rating of bargaining unit member effectiveness to the Ohio Department of Education by May 30th.

v. If a violation or misapplication is part of only one (1) formal observation/walkthrough/pre-observation conference/post-observation conference, the bargaining unit member shall be rated as "skilled" for that formal observation. If the violation is due to a procedural or substantive violation of a walkthrough, that walkthrough shall not be used in this part of the evaluation procedure. If more than one (1) violation is found, the bargaining unit member shall be deemed "skilled" in the bargaining unit member performance section of the evaluation procedure for the school year unless in the previous evaluation the bargaining unit member's performance was rated as accomplished and, in this case, the bargaining unit member will be rated as accomplished.

8. Professional Growth & Improvement Plans

Annually, each bargaining unit member must develop either a Professional Growth Plan or Improvement Plan. This plan must be:

- Based on the results of the most recent evaluations and observations
- Aligned to the district and/or building improvement plan.

i. Professional Growth Plan

Each bargaining unit member on a less frequent evaluation year will develop a self-directed Professional Growth Plan and submit the plan to the evaluator no later than the first (1st) Monday in October.

Each bargaining unit member on a full evaluation cycle with an overall final holistic rating of Accomplished, Skilled, or Developing or any new bargaining unit member to the district will develop a Professional Growth Plan on an annual basis and submit the plan to the evaluator no later than ten (10) days following the post-conference of the Formal Holistic Observation. Professional Growth plans will be self-directed for bargaining unit members that are rated as Accomplished, collaborative for bargaining unit members that are rated as Skilled and guided for bargaining unit members that are rated as Developing or are new bargaining unit members to the district.

The Professional Growth Plan shall include:

(a) Identification of one (1) domain area for future professional growth

(b) Analyze multiple data sources to develop one (1) or two (2) clear professional goals that identify the focus and direction for improving practice, make an impact on student learning, and align to the district and/or building improvement goals.

(c) Qualitative and quantitative evidence to demonstrate progress towards meeting goals.

ii. Improvement Plan

(a) A bargaining unit member who has a Final Holistic Rating as Ineffective or has an ineffective performance deficiency identified from an observation will be placed on a written Improvement Plan developed by the bargaining unit member's evaluator.

In the event a bargaining unit member receives a Final Holistic Rating as Ineffective, the bargaining unit member will be placed on an Improvement Plan for the following school year.

Should a bargaining unit member receive an Ineffective performance deficiency in any individual domain of the evaluation system, the Improvement Plan may be created after the first (1st) or second (2nd) observation.

(b) The Credentialed Evaluator shall develop an Improvement Plan to address any significant bargaining unit member performance deficiency identified after an observation using the OTES/OSCES or JEDC approved Improvement Plan Form. The Credentialed Evaluator shall meet with the bargaining unit member to review the Improvement Plan and receive input from the bargaining unit member before the Improvement Plan is finalized and implemented.

(c) A bargaining unit member with a Final Holistic Rating of Ineffective must be placed on an Improvement Plan for a full evaluation cycle so s/he has an opportunity to remedy the performance deficiencies prior to the District taking adverse employment action.

(d) An Improvement Plan shall:

(01) Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching profession.

(02) Specify the developmental level of performance the bargaining unit member is expected to improve and the timeline to correct performance deficiencies.

(03) Determine additional or professional development the teacher needs to improve in the identified area(s).

(04) Identify a support member mentor, if a bargaining unit member on an Improvement plan requests a support member mentor and the Credentialed Evaluator mutually agrees, (if a teacher has a resident educator mentor, the mentor may also serve as the support member mentor teacher to the resident educator).

(05) Identify release time to allow the supported bargaining unit member on an Improvement Plan to observe his/her support

member mentor's best practices and/or release time of the support member mentor to provide direct mentoring activities, which shall be coordinated by the building administrator – planning time of teachers shall not be used for direct mentoring activities, unless the teachers choose to do so.

(e) An Improvement Plan based on Ineffective bargaining unit member rating will be reassessed in at least twenty-eight (28) calendar day intervals to determine whether to continue, modify or end the plan.

If the evaluator has documented that the bargaining unit member has met the desired level of performance on the OTES 2.0 rubric, the bargaining unit member may transition to a Professional Growth Plan.

9. Protections

i. A support member mentor shall not be requested or directed to make any recommendation regarding the continued employment of a bargaining unit member.

ii. All interaction, written or oral, between a support member mentor and the supported bargaining unit member are confidential and may not be disclosed without the consent of the supported bargaining unit member. Any violation of this confidentiality requirement by the support member mentor shall be cause for his/her removal in his/her role by direction of the Union President after consultation with the Superintendent. Removal from the role as support member mentor shall not be grievable by the support member mentor.

iii. No support member mentor shall be requested or directed to divulge information from written documentation or confidential discussions with the supported bargaining unit member.

iv. At any time and without need of specifics, the support member mentor or the supported bargaining unit member may exercise the option to have a new support member mentor assigned to the supported bargaining unit member. Exercising the option may occur one (1) time by the support member mentor or the supported bargaining unit member and shall occur without prejudice or judgment to either person. A bargaining unit member may be excused from serving as a support member mentor for any school year, or part thereof, upon approval from either the Superintendent or his/her designee.

10. Working with Student Teachers

A teacher who accepts a student teacher(s) will still have his/her high-quality student data reflect all students for whom s/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year. No teacher shall be assigned a student teacher.

11. Electronic Teacher and Principal Evaluation System (OhioES)

i. The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be bargained. The only teacher evaluation information provided to the ODE by the district shall be found in O.R.C. §3319.111(G).

ii. Rebuttal for OhioES data shall be kept in the teacher's personnel file and OhioES.

iii. Prior to final submission of the data to OhioES, the administration shall provide the teacher the data at the summative conference.

12. Non-OTES/Non-OSCES Bargaining Unit Member Evaluation

i. All bargaining unit members not covered by the OTES Teacher Evaluation shall be evaluated using the forms approved by the JEDC.

ii. The JEDC shall develop the evaluation process and instruments for the non-OTES evaluation system and make a recommendation(s)

13. Joint Evaluation Development Committee

i. There shall be a Joint Evaluation Development Committee ("JEDC"), which shall be comprised of a Union team appointed by the Union President and Administrative team appointed by the Superintendent, each having an equal number of no more than five (5) people per team. The JEDC shall review its established ground rules annually. The JEDC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including High-Quality Student Data training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The JEDC shall keep minutes summarizing its meetings.

ii. The JEDC is responsible for:

(a) Reviewing the OTES/OSCES and non-OTES evaluation procedures and instruments.

(b) Develop a list of District-approved High Quality Student Data instruments that meet the state criteria and update, as necessary

(c) Provide information, guidance, and training to teachers on the use of High-Quality Student Data in OTES 2.0

(d) Making recommendations as set forth throughout Article 26, titled Certificated Appraisal Process

(e) Defining the term "month" for purposes of Teacher Student Data Linkage (Value-Added Measures).

iii. Any recommendations made by the JEDC shall be sent to the Union Executive Committee and the Superintendent. Any JEDC recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 26, titled Certificated Appraisal Process may be implemented provided the Union Executive Committee and Superintendent agree. If the Union Executive Committee and Superintendent do not agree on a JEDC recommendation, they shall meet with an FMCS mediator to explore an agreed resolution, which may then be implemented. Should the Union Executive Committee and Superintendent continue to disagree with a JEDC recommendation after mediation, the Board of Education shall consider the JEDC recommendation in executive session, allowing both the Union Executive Committee and the Superintendent to present their respective positions. The Board of Education may adopt or reject the JEDC recommendation, as may have been modified through agreement by the Union Executive Committee and Superintendent. The step of this review process involving the Board of Education shall be in place during the term of this Agreement.

ARTICLE 27 – ATTENDANCE OF CHILDREN

A bargaining unit member who lives outside the district may enroll his/her child (children) in the Claymont City School District. Employees affected by this provision shall go through the open-enrollment process.

ARTICLE 28 – RESIDENT EDUCATOR PROGRAM

A. Definitions

1. "Resident Educator Program" – The two (2)-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and

guidance. Successful completion of the residency program is required to advance to a five (5)-year professional educator license.

2. "Mentor" – A mentor is a teacher trained and selected to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator – A resident educator is a teacher employed under a resident educator license.

4. Resident Educator Program Coordinator(s)/Facilitator(s) – person(s) who is/are a bargaining unit member(s) selected by a school/district to manage the Resident Educator Program. The district will select up to two (2) Resident Educator Program Coordinators as follows:

   i. Program Year 1: Zero (0) to six (6) Resident Educators shall require one (1) Coordinator/Facilitator. Greater than six (6) Resident Educators shall require two (2) Coordinators/Facilitators.

   ii. Program Year 2: Greater than four (4) Resident Educators shall require two (2) Coordinators/Facilitators.

   iii. In the event that two (2) Coordinators/Facilitators must be reduced to one (1) in a new Program school year, the Coordinator/Facilitator with the most program service/seniority shall keep this position.

B. Program Development and Screening Committee

This committee will be comprised of the curriculum director, building principal of the Resident Educator, the CEA building representative or his/her designee and the Resident Educator Program Coordinator(s)/Facilitator(s). The committee shall meet to review the Resident Educator Program and shall also act as a screening committee to select teachers who will act as mentor teachers.

C. Selection Process and Criteria for Mentor Teachers

1. The screening committee will develop an application form for self-nomination to create a pool of potential mentors. This form will be distributed to each mentor trained teacher in May of each year. The forms may be submitted at other times of the year.

2. The applicant must have a nomination form on file.

3. The applicant must have a five (5) year professional license and five (5) years of teaching experience.

4. The applicant must demonstrate satisfactory teaching performance and must be willing to waive, for purposes of this selection procedure, a review of the mentor candidate's performance evaluations.

5. The applicant must hold a valid teaching certificate/license. Preference will be given to those candidates currently teaching in the same building and in the same subject area or grade level as the resident educator.

6. If necessary, interviews to determine the best suited mentors for the resident educator will be conducted with mentor candidates by the screening committee.

7. The applicant must demonstrate ability to work cooperatively and effectively with professional staff members and demonstrate extensive knowledge of a variety of classroom management and instructional techniques.

D. Responsibilities

1. The mentor teacher will attend state-required mentor training session prior to being eligible to serve as a mentor.

2. Each resident educator shall be given an initial orientation.

3. Mentor teachers will mentor his/her assigned resident educator in Year 1 and Year 2.

4. Resident Educator Program Coordinator(s) will mentor alternate resident educator(s) in Year 3, Year 4, and Year 5.

5. The nature of the resident educator program requires follow-up sessions which will be provided tentatively at the following times;

   September

   October

   January

   February

   April

6. Each resident educator shall be provided with the following:

   i. Assistance in acquiring knowledge of this school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation.

ii. Assistance with management tasks identified as especially difficult for resident educator.

iii. Assistance in the improvement of instructional skills and classroom management;

iv. The opportunity to consult-observe other teachers.

E. Mentors shall be provided with training in the following areas:

1. Ohio Teacher Evaluation System

2. Adult Learning Skills

3. Peer Coaching

4. Mentoring Skills

5. Intervention strategies; teacher observation process

6. Parent Communication

F. Restrictions

1. A program of professional support, mutually developed by the mentor teacher and the resident educator, shall not be developed, or utilized as a remediation program or improvement plan.

2. No mentor teacher shall participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make, any recommendation regarding the continual employment of a resident educator or in any way provide evidence against any bargaining unit member.

3. All interactions, written or oral, between the mentor teacher and the resident educator shall be regarded with the same confidentiality as that represented by the attorney-client relationship. Any violation of this tenet by the mentor teacher shall constitute grounds for immediate removal from the role as mentor teacher.

G. Protections

1. Other than a notation to the affect that a teacher has served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that teacher's evaluation or any other employment decision.

2. No resident educator will be required to remain in a program for a period longer than two (2) years or five (5) years for the alternative Resident Educators.

3. Not later than twelve (12) weeks after the initiation of the resident educator program, the resident educator may exercise the option to have a new mentor teacher.

4. If a mentor change occurs, the mentor's stipend would be prorated for the number of weeks served.

5. Not later than six (6) weeks after the initiation of the resident educator program, the mentor teacher may exercise the option of requesting a change in the assignment of a new resident educator.

6. All evaluations of the resident educator must be made by the appropriate administrator.

H. Compensation

1. The mentor teacher will be compensated monetarily in accordance with the established salary schedule as a supplemental contract. In addition, attendance at follow-up sessions will be compensated at the rate of twenty-five dollars ($25.00) per session except for the final resident educator celebration session.

2. Any changes in the state standards to provide for compensation in excess of the levels herein shall be cause for this section to be renegotiated.

I. Evaluation and Revision

1. The school district shall evaluate the resident educator program at least every three (3) years. Program Development and Screening Committee, mentors, and resident educators shall be involved in the evaluation.

2. Program revisions shall be documented through the attachment of an addendum to the original program plan or through the creation of a new program plan through the Program Development and Screening Committee.

ARTICLE 29 – SMOKE FREE WORKPLACE

All Board owned buildings shall be designated as smoke free.

ARTICLE 30 – LABOR MANAGEMENT COMMITTEE

A. A Committee will be formed that consists of representatives from the Claymont Education Association and Administration.

B. Representatives from the Claymont Education Association shall consist of President, Vice President, CEA Secretary, and one building representative.

C. Representatives from the Administration shall consist of the Superintendent and one (1) other representative chosen by the Superintendent and a board member if available.

D. The Committee will meet as needed to discuss concerns and issues brought by either side.

E. The meeting location and time will be decided by the Committee.

F. The meeting will be run in an informal manner with confidentiality maintained. Minutes will be recorded and distributed by the secretary to all committee members. The Committee will be trained by FMCS and will be run according to the FMCS ground rules.

G. On a monthly basis, a CEA building representative and the building principal shall meet to try to resolve any building level issues before such issues are taken to the Labor Management Committee.

ARTICLE 31 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. A committee consisting of Administration and Association will be formed to develop the guidelines for establishing a local professional development committee.

B. The Local Professional Development Committee shall consist of a maximum of seven members.

C. The Local Professional Development Committee shall always have a teacher majority (4-3 minimum).

D. The Local Professional Development Committee shall refer to the Local Professional Committee Plan and Bylaws for all procedural questions.

ARTICLE 32 – JOB DESCRIPTIONS

The purpose of job descriptions is to communicate the expectations of specific jobs.

ARTICLE 33 – REHIRING RETIRED BARGAINING UNIT MEMBERS

A. The rehiring of a bargaining unit member who has retired is left to the discretion of the Board and previous employment with the Claymont City School District Board of Education does not assure a retiree of reemployment. The following will apply to the rehiring of a bargaining unit member who has retired and is receiving monthly STRS/SERS checks:

1. Shall receive a one (1) year contract

2. Not eligible for tenure

3. Not eligible for a second severance package from Claymont City Schools.

4. Eligible for sick leave at the same rate of a normal employee

5. Eligible for personal leave at the same rate of a normal employee

6. Will use STRS/SERS insurance plan unless prohibited to do so by the STRS/SERS

7. Will be placed at and remain at the zero (0) step of the salary schedule at their degree level for each year of employment.

B. These enumerated terms and conditions of employment for a rehired retired bargaining unit member shall supersede any conflicting provisions of this collective bargaining agreement and/or the following statutes: R.C. 3319.08; 3319.11; 124.391; 3319.141; 3317.13; 3317.14; 3319.081.

ARTICLE 34 – PUBLIC RECORDS TRAINING

A. All district employees shall be provided with baseline training on public records and related Board policies. This training will be provided by the State Auditor or other district representative with topics and questions generated in consultation with the Association.

B. The parties agree that this training will be held annually for new employees only. Existing employees will then complete online training every other year on a Public Works training module (or other substantially similar online computer-based training platform). Additionally, annual in-services for the staff will include short reminders related to public records and where to find information related to public records.

C. The administration agrees to explore the options and technologies associated with public records management for retention and deletion/destruction of items according to Ohio

Law and the Board's Record Retention Policy. Discussion related to compliance with Board Policy and Ohio Law will take place in labor management meetings.

ARTICLE 35 – DURATION

A. This agreement shall be in effect following ratification by the Association and approval by the Board from July 1, 2026 through June 30, 2029 except as otherwise provided in this agreement.

B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining.

C. Except as altered, amended, or prohibited by the express terms and/or conditions of this agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools are prescribed by law. All prior negotiated agreements not contained herein shall not be binding upon the parties to this agreement.

FOR THE ASSOCIATION	FOR THE BOARD
Kelly L Lloyd CEA- President	Brian Pentsch
Haley Ross CEA Secretary	Kim Beckley
	Sabrina Peters
	Michelle Wolf

APPENDIX A – DAILY SUBSTITUE COVERAGE FORM

_____ covered class for _____
(Substitute Teachers Name) (Regular Teachers Name)

on_____ Reason_____
(Date)

Time or Period:_____

_____ _____
(Covering Teachers Signature & Date) (Principal Signature & Date)

DAILY SUBSTITUE COVERAGE FORM

_____ covered class for _____
(Substitute Teachers Name) (Regular Teachers Name)

on_____ Reason_____
(Date)

Time or Period:_____

_____ _____
(Covering Teachers Signature & Date) (Principal Signature & Date)

DAILY SUBSTITUTE COVERAGE FORM

_____ covered class for _____
(Substitute Teachers Name) (Regular Teachers Name)

on_____ Reason_____
(Date)

Time or Period:_____

_____ _____
(Covering Teachers Signature & Date) (Principal Signature & Date)

APPENDIX B – FAIR SHARE FEE

The following provision of this Article 15 Section G are null and void as a matter of law based on the U.S. Supreme Court's June 28, 2018 decision in Janus v. AFSCME Council 31 and will not be implemented, but are preserved in the Appendix of the negotiated agreement should the law change in future years.

G. Payroll Deduction of Fair Share Fee

1. Employees Subject to Fair Share Fee:

   This Fair Share Fee provision shall be applicable only to those dues-paying members of the Claymont Education Association (CEA) as of January 1, 2006 and any member of the bargaining unit employed after July 1, 2006; these employees will be referred to as "eligible employees" in this provision. Any member of the bargaining unit prior to July 1, 2006 who was not a dues-paying member of CEA as of January 1, 2006 is exempt from the operation of this provision for the duration of his/her employment with the Board of Education.

2. Method of Payment of Fair Share Fee:

   The Board shall deduct from the pay of eligible employees who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

3. Notification of the Amount of Fair Share Fee

   Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

4. Schedule of Fair Share Fee Deductions

   i. Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for eligible employees employed after December 31 until the second (2^{nd}) paycheck which period shall be the required probationary period of newly employed bargaining unit members.

ii. Upon Termination of Membership

During the Membership Year, the Treasurer of the Board shall, upon notification from the Association that an eligible employee has terminated membership, commence the deduction of the fair share fee with respect to the eligible employee, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

5. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the eligible employees for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each eligible employee.

6. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each eligible employee who does not join the Association, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

7. Entitlement to Rebate

Upon timely demand, eligible employees not paying dues to the CEA may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

8. Indemnification of the Board

The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give fourteen (14) days written notice of any claim made or action filed against the employer by an eligible employee for which indemnification may be claimed; and (2) the Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

The Association reserves the right to designate and pay counsel to represent and defend the Board; provided, however, that the Board reserves the right to employ co-counsel at its own expense, counsel designated by the Association may not

have access to confidential information in the possession of the Board or its employees, and counsel designated by the Association shall have an attorney-client relationship only with the Board.

The Board agrees to (1) give full and complete cooperation and assistance to the Association and designated counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.