

CONFIDENTIAL DRAFT – NOT A PUBLIC RECORD

**MEMORANDUM OF UNDERSTANDING AND SETTLEMENT AGREEMENT
BETWEEN
THE CLEARVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION,
THE CLEARVIEW EDUCATION ASSOCIATION, AND SYDNEY FLASK**

This Memorandum of Understanding and Settlement Agreement (“MOU”) is entered into this 7th day of August, 2023, between the Clearview Education Association (the “Association”), by and through its duly-authorized President, the Clearview Local School District Board of Education (the “Board”), by and through its duly-authorized Superintendent, and Sydney Flask (“Ms. Flask”) (collectively the “Parties”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (“Negotiated Agreement”), which is effective from August 1, 2022, through July 31, 2023; and

WHEREAS, Ms. Flask is employed as an Art Teacher at Vincent Elementary School; and

WHEREAS, Ms. Flask submitted a written notification dated October 28, 2022, of her intention to take six (6) weeks of maternity leave commencing with the birth of her child on December 8, 2022, followed by Parental Leave as set forth in Article 5 – Leave Provisions, Section 5.04 – *Parental Leave* of the Negotiated Agreement through June 2, 2023, which coincided with the Teacher Records day at the end of the 2022-2023 school year; and

WHEREAS, the Superintendent denied Ms. Flask’s request to return at the end of the school year, and indicated that she would need to remain on parental leave through the end of the school year, and return at the beginning of the 2023-2024 school year; and

WHEREAS, Ms. Flask came to Vincent Elementary School on June 2, 2023, to take care of various matters for the end of the 2022-2023 school year; and

WHEREAS, Ms. Flask notified the Superintendent on July 3, 2023, that she would like to remain on parental leave for the entire twelve-month period (i.e., December of 2022, through March of 2024) and return to her position at the conclusion of such parental leave during March of the 2023-2024 school year; and

WHEREAS, Article 5 – *Leave Provisions*, Section 5.04 – *Parental Leave* states in relevant part as follows:

B. Parental leave shall be granted for a term up to twelve (12) months. Extensions of parental leave beyond twelve (12) months shall be made only by mutual consent of the employee and the Board.

C. The return date shall be at the beginning of a grading period except by mutual agreement.

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I. The bargaining unit member on Parental Leave shall notify the Board on or before April 1st, if he/she plans to return the following school year. Failure to notify the Board shall constitute waiver of the employee's right to return to work for the ensuing school year.

and includes other language related to parental leave; and

WHEREAS, given the Board's interpretation of the language Section 5.04 – *Parental Leave* of the Negotiated Agreement, the Superintendent denied Ms. Flask's request to continue her parental leave because she previously indicated that she was only taking approximately four (4) months of Parental Leave, essentially intended to return commensurate with the first grading period of the 2023-2024 school year, and had not notified the Board of her intention to change her plans concerning her return for the following school year by April 1st; and

WHEREAS, the Union asked the Superintendent to reconsider Ms. Flask's request and indicated that it would file a grievance if the Parties were unable to reach some type of agreement.

WHEREAS, the Board and Association discussed the matter further, by and through their respective representatives, and agreed to avoid the continued expenditure of time and resources on this matter and to resolve this dispute pursuant to the terms delineated herein.

NOW THEREFORE, the Parties agree as follows:


1. Ms. Flask shall remain on parental leave through the end of the 2023-2024 school year, and shall return to her teaching position at the beginning of the 2024-2025 school year.
2. Ms. Flask and the Association shall not file a grievance and Ms. Flask's request to remain on parental leave shall be considered fully resolved pursuant to the terms of this MOU.
3. Any substitute appointed to Ms. Flask's classroom at the beginning of the 2023-2024 school year shall be appointed and paid in accordance with Article 1 – *Recognition*, Section C of the Negotiated Agreement which states in relevant part, that “[a]ny substitute contracted by the Board to replace a bargaining unit member for sixty (60) or more consecutive workdays in a given school year will be considered a long-term substitute and a member of the bargaining unit at the conclusion of the sixty (60) workdays.” In other words, any substitute appointed to Ms. Flask's classroom for the 2023-2024 school year shall not be considered a “long-term substitute” until such substitute has worked sixty (60) workdays during the 2023-2034 school year.
4. The Board's follow the provisions of Nothing set forth herein shall affect the terms set forth in Article 5 – *Leave Provisions*, Section 5.04 – *Parental Leave* of the Negotiated Agreement concerning a Teacher's request for parental leave, the Board's decisions concerning such requests for parental leave, and the Board's longstanding interpretation of Article 5 – *Leave Provisions*, Section 5.04 – *Parental Leave*.

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5. This MOU shall set no precedent in any other matter between the Parties and shall not be referred to by any party in any other matter unrelated to the express terms of this MOU or in regard to any other employee issues.
6. This MOU constitutes the entire agreement between the Board, the Association and Grievant regarding the issues outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by the Parties.
7. The representatives of the Board and the Association affirm that they have full authority to execute this MOU for their respective parties.

IN WITNESS WHEREOF, the Parties have executed this MOU in Lorain County, Ohio.

**FOR THE CLEARVIEW EDUCATION
ASSOCIATION:**



Joel Gleason, President

**FOR THE CLEARVIEW SCHOOL
DISTRICT BOARD OF EDUCATION:**



Jerome Davis, Ed. D., Superintendent

FOR SYDNEY FLASK:



Sydney Flask, Employee