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# MASTER CONTRACT

*between the*

***FORT RECOVERY LOCAL***

***BOARD of EDUCATION***

*and the*

***FORT RECOVERY***

***EDUCATION ASSOCIATION***

August 1, 2014 through July 31, 2017

(Changes in Blue type)

## TABLE OF CONTENTS

	<b>PAGE</b>
ARTICLE I	Terms of Agreement..... 1
	Signature Page.....2
ARTICLE II	Definitions .....3
ARTICLE III	Document Governing Collective Bargaining.....4-6
ARTICLE IV	Teacher Contracts, Evaluation, Vacancy, Posting Procedure ..... 6-10
ARTICLE V	Grievance Procedure ..... 10-13
ARTICLE VI	Reduction In Force ..... 13-15
ARTICLE VII	Leaves of Absence ..... 15-19
ARTICLE VIII	Training – Inservice, Staff Development Days ..... 19-20
ARTICLE IX	Teacher Rights.....21
ARTICLE X	Association Rights.....21-22
ARTICLE XI	Building Budget.....22
ARTICLE XII	Compensation .....23-29
ARTICLE XIII	Insurance Benefits.....29-31
ARTICLE XIV	Severance Pay.....31
ARTICLE XV	Supplemental Severance Pay for Retirement at Initial Eligibility .....31-32
ARTICLE XVI	Miscellaneous Items-Class Load, Extra Duty Program, Building Incentive ..32-33
ARTICLE XVII	Complaints Against Teachers .....33-34
ARTICLE XVIII	Committees .....34
ARTICLE XIX	Employment of Retired Teachers .....35
APPENDIX A	Administration Teacher Evaluation.....36-40
APPENDIX B	Grievance Forms.....41-42
APPENDIX C	Fringe Benefit Bonus Program Application.....43-44
APPENDIX D	Agreement for Direct Deposit.....45
APPENDIX E	Full-time Teacher Calculation.....46
APPENDIX F	Part-time Teacher Calculation.....47
APPENDIX G	Certified Request for personal day payment/carry over.....48
APPENDIX H	College Course Work Approval.....49
	INDEX .....50-51

## ARTICLE I - TERMS OF AGREEMENT

The Board of Education of Fort Recovery Local Schools and the Fort Recovery Education Association hereby agree that the items in this document be adopted effective **August 1, 2014** and shall continue in effect through **July 31, 2017**.

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Master Contract and Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the rules and regulations promulgated by the Ohio State Board of Education.

Except as otherwise specifically provided in the written provisions of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law. All prior negotiated agreements not contained herein, all prior practices, rules, or regulations not contained herein, shall not be binding upon the parties to this Agreement.

For the duration of this contract, neither the Association, its agents, nor any regular certificated/licensed employees shall engage in any action designed to interfere with the normal operations of the school district.

In witness thereof, we, the undersigned representatives of the Board of Education and the Fort Recovery Education Association, its officers and members, have hereunto set our hands.

Fort Recovery Education Association

BY Robert Heitkamp

5-20-14

Robert Heitkamp

Date

Rebecca Link

5-20-14

Rebecca Link

Date

Cindy Moorman

5-20-14

Cindy Moorman

Date

Fort Recovery Board of Education

BY Jose Failer

21 May 2014

Jose Failer, Board President

Date

Lori Koch

5-20-14

Lori Koch, Treasurer

Date

Shelly Vagghn

5-20-14

Shelly Vagghn, Superintendent

Date

## ARTICLE II – DEFINITIONS

"Association" means the Fort Recovery Education Association and The Ohio Education Association.

"Board" means the Board of Education of the School District of Fort Recovery Local that is a party to this Agreement.

"Days" means teacher workdays except when otherwise indicated in this Agreement.

"District" means the employer known as the School District of Fort Recovery Local Schools.

"Employee" means a person who is a member of the bargaining unit as defined in Article III of this Agreement.

"Employer" means the same as "District".

"Immediate Supervisor" means the supervisor to whom the employee (teacher) directly reports.

"NEA" means the National Education Association.

"OEA" means the Ohio Education Association.

"FREAA" means the Fort Recovery Education Association.

"Teacher" means the same as Employee.

"Part-time Teacher" means anything less than 100% FTE (Full Time Equivalency).

"Bargaining Unit" means all regularly certificated/licensed teaching personnel employed or on leave by the Board of Education except:

- a) The Superintendent, Principals, Assistant Principal, Administrative Assistant/Teacher; and
- b) Employees holding employment for which a teaching certificate/license is not required; and
- c) Substitute teachers, except for those who have worked for sixty (60) consecutive school days or more in one specific position. After such sixty (60) consecutive days of service in one specific position, the substitute teacher shall be paid in accordance with the salary schedule(s) set forth and shall have all benefits of this agreement.

## ARTICLE III - DOCUMENT GOVERNING COLLECTIVE BARGAINING

### 1. Recognition

- a) The Fort Recovery Local Board of Education recognizes the Fort Recovery Education Association, an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for all members of the bargaining unit in the Fort Recovery Local School District.
- b) The Fort Recovery Education Association recognizes that unless agreed otherwise in this collective bargaining agreement, the Board of Education has the right and responsibility to:
  - 1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - 2) Direct, supervise, evaluate, or hire employees;
  - 3) Maintain and improve the efficiency and effectiveness of governmental operations;
  - 4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  - 5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
  - 6) Determine the adequacy of the work force;
  - 7) Determine the overall mission of the employer as a unit of government;
  - 8) Effectively manage the work force;
  - 9) Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except to discuss changes in terms or conditions of employment, and except as may be expressly provided in any reopener clause provided in the contract.

### 2. Exchange of Information

- a) The Board and Superintendent agree to furnish the Association's negotiating committee, upon request and in reasonable time all available information routinely prepared concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of teachers, the students and the educational program.
- b) The Association agrees to furnish all available information on its proposals to the Board's negotiation team to support the development of sound programs for the school district.

### 3. Negotiations

All negotiations between the Fort Recovery Local Board of Education and the Fort Recovery Education Association shall be in accordance with Chapter 4117 of the Ohio Revised Code.

- a) Either the Association or the Board may initiate negotiations by letter of submission, forwarded to the other party no sooner than one hundred twenty (120) calendar days but at least sixty (60) calendar days prior to the expiration of this contract, outlining their intent to bargain.
- b) Within fifteen (15) calendar days of transmittal of said submission letter, the parties shall hold their first negotiations session unless mutually agreed in writing by both parties to extend this time period due to unforeseen conflicts. Negotiations shall commence by the parties exchanging all items to be negotiated five (5) calendar days before the initial negotiations meeting. At any negotiations session either party may be represented by no more than three (3) representatives and one (1) observer. The parties may call upon professional and lay consultants to assist in negotiations. If a professional consultant is going to attend, the other parties will be given twenty-four (24) hours notice.

### 4. While Negotiations Are In Progress

- a) Any news release given during negotiations will be provided to all parties prior to release, released only upon mutual consent and issued as a joint release.
- b) The Chairman of either group may recess his group for independent caucus at any time. Caucuses shall be of reasonable length and in no case longer than thirty (30) minutes.
- c) No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member.
- d) As negotiation items receive tentative agreement they shall be reduced to writing and initialed by each party. Such initialing shall not be construed as final agreement.
- e) Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.
- f) Any costs incurred shall be borne by the party incurring such unless otherwise agreed.
- g) When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association and the Board for formal approval. Following ratification by the Association, the Board shall consider and/or adopt the agreement, unless contrary to law. The agreement shall then be signed by the parties and shall become part of the official minutes of the Board. No provisions of the resulting agreement shall discriminate against any staff member regardless of membership or non-membership in the Association.

### 5. Impasse Provision

The following constitutes a mutually agreed to dispute resolution procedure agreed to by the parties pursuant to ORC 4117.14 (C) (1) (f) and is intended to supersede the procedures contained in ORC 4117.14.

If agreement is not reached on matters being negotiated within sixty (60) days of the first negotiation session or any other period of time established by mutual agreement between the parties, either party may declare impasse and request that an impartial mediator be appointed. The Federal Mediation and Conciliation Service (FMCS) shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the FMCS.

Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. All extensions shall be for a specified period of time.

6. Severability

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement, relative to the affected provision within sixty (60) calendar days by demand of either party.

**ARTICLE IV**  
**TEACHER CONTRACTS, EVALUATION, VACANCY POSTING PROCEDURES**

These procedures are established to provide treatment of the regularly certificated/licensed teaching employees.

1. Contracts

a. Termination of Contract

The termination of a teaching contract shall be only for those provisions set forth in Section 3319.16 of the Ohio Revised Code.

b. Continuing Contract

All teachers hired before December 31, 2010, shall be required to have worked as a certified K-12 teacher for five (5) years in the Fort Recovery Local School District prior to being considered for a continuing contract. This provision supersedes O.R.C.

The teacher holding a certificate after January 1, 2011, shall be required to have worked as a certified K-12 teacher for seven (7) years in the Fort Recovery Local School District prior to being considered for a continuing contract.

Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent no later than December 1 of the school year in which their current limited teaching contract with the Board shall expire. Failure to notify the Superintendent by December 1 shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a limited teaching contract for the following school year

rather than a continuing contract. Notice received after December 1 shall not serve as the notice required by this Section for the following school year.

If the teacher misses the December 1 deadline and is offered a limited contract, during the term of this limited contract the teacher shall be evaluated in consideration for a continuing contract to be issued the following school year.

The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code, Sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

c. Limited Contracts - Sequence of Contracts

Teachers holding provisional certificates or licenses shall be granted limited contracts as follows:

1. All teachers new to the district shall be granted a limited contract with a duration of one year.
2. When a teacher has successfully completed three (3) limited contracts of one year duration, they shall be issued a limited contract of at least two years duration.
3. Any teacher on a multi-year contract who is or becomes eligible for a continuing contract during the term of that contract, may request consideration for continuing contract status prior to the expiration of the current multi-year contract.

2. Renewal/Non-renewal of Regular Limited Contracts

The criteria of expected job performance shall be based on the adopted evaluation instrument(s). Each regular teacher recommended for renewal/non-renewal must have been evaluated according to the terms of this agreement, and has all the rights afforded by this agreement. Evaluation shall be conducted according to ORC 3319.11, 3319.111, and 3319.16, except where otherwise indicated in this document.

3. Teacher Evaluation Process

An evaluation committee will remain in place with three administrators and three or more FREA members. The purpose of this committee is to implement the evaluation process.

Definitions: "OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

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

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

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

this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the FREA.

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

**"Credentialed Evaluator"** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

**"Core Subject Area"** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**"Student Growth"** – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**"Student Learning Objectives"** ("SLOs") - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**"Shared Attribution Measures"** – student growth measures that can be attributed to a group.

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

**"Vendor Assessment"** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

### **Standards Based Teacher Evaluation**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;

- C. developing; or
- D. ineffective

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

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Sixty-five percent (65%) of each evaluation will be based upon teacher performance and thirty-five percent (35%) on multiple measures of student growth as set forth herein.

#### Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise sixty-five percent (65%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

#### Formal Observation and Classroom Walkthrough Sequence

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and a minimum of two (2) documented classroom walkthroughs per semester.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to a minimum of two (2) documented classroom walkthroughs per semester unless the Superintendent waives the third observation

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated **every three years**.

The board may evaluate each teacher who received a rating of skilled on the teacher's most recent evaluation conducted under this section once every two years.

In any year that a teacher is not formally evaluated as a result of receiving a rating of accomplished or skilled on the teacher's most recent evaluation, a credentialed evaluator shall conduct at least one observation / walk-through of the teacher and hold at least one conference with the teacher.

The first formal evaluation will be completed by December 15th. Each teacher will be provided a written report of results by the end of the first semester.

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

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

#### **Formal Observation Procedure**

- A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- B. post-observation conference shall be held after each formal observation. Within one week of observation.

#### **Informal Observation/Classroom Walkthrough Procedure**

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Data gathered from the walkthrough must be provided in a written format to the employee.
- C. A final debriefing and completed form must be shared with the employee within a week.

#### **Assessment of Student Growth**

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively<sup>1</sup>;

A2. Teachers instructing in value-added courses, but not exclusively<sup>2</sup>;

OR

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

1. If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. **thirty-five percent -35%**) shall be based on the value-added progress dimension.

2. For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

A teacher can appeal to the evaluation committee for students not to be included in the determination of student academic growth based on attendance, oppositional behavior, or other extra ordinary circumstances.

C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.<sup>3</sup>

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth by the evaluation committee.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

A. above;

B expected;

C. below.

3. If used, only one (1) "shared attribution" measure can be utilized per instructor.

### Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

		Teacher Performance			
		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

### Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Fort Recovery Local Schools OTES forms.
- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the Fort Recovery Local Schools OTES forms.
- C. Teachers whose performance rating indicates below expected levels of student growth will

develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in Fort Recovery Local Schools OTES forms.

### **Core Subject Teachers - Testing for Content Knowledge**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. failing to complete all required written examinations under this section;
- B. a failing score on a written examination(s) taken pursuant to this section;
- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

### **Board Professional Development Plan**

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

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions. See Master Agreement, pages 14-15 for clarification for retention and promotion.

Definitions:

### **Removal of Poorly Performing Teachers**

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when the following has been demonstrated:

- A. failure of a core subject area teacher required to take a written examination to pass such examination;
- B. failure of core subject area teacher required to take a written examination to complete required professional development;
- C. failure of core subject area teacher to complete all required written examinations;
- D. receipt of an "Ineffective" rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development;

4. Posting of Teacher Vacancies

Upon receipt of notification of any teacher vacancies or new teaching positions, the Local Superintendent shall inform in writing the President of the FREA of such vacancies. An interview with the building principal shall be granted to any currently employed teacher who requests one in writing no later than five (5) days after the FREA President has been notified of the vacancy, prior to interviewing external applicants. Qualifications of a currently employed teacher shall be considered as they pertain to the available position. For vacancies occurring during the summer vacation prior to July 11, notification shall be made to the president of the FREA prior to district email to all teachers. A teacher may annually submit a request for transfer to any building and/or position for which he/she has the current teaching credentials prior to the announcement of any vacancy. All such requests shall be made in writing to the Superintendent prior to May 1.

5. Certification/License Maintenance

It is the responsibility of each teacher to maintain current certification/license in the field of instruction and to maintain all current teaching certification/license areas. Refer to ORC 3319.16.

6. Personnel File

A personnel file of all professional staff members shall be maintained in the office of the Board of Education. A similar file shall be maintained in each building Principal's office which shall contain the records of personnel in that building. All personnel files are the property of the Fort Recovery Local Board of Education and shall be maintained by the Local Board of Education or its designee according to state law.

Personnel authorized to use professional staff personnel files shall be limited to the superintendent, building principal and his/her assistant, the treasurer and his/her assistant, the superintendent's secretary, and other personnel as permitted by law.

Staff members shall have access to their personnel files at any time provided that a member of the administration or its designee views the files with him/her. If a staff member disagrees with the contents of an item placed in his/her personnel file he/she is afforded the right of rebuttal and must date and sign such rebuttal.

All information placed in the personnel files must have the approval of the Superintendent or his/her designee. Items placed in the personnel files must be dated and initialed by the person placing such information in the files. Staff will be notified when new information is placed in the file.

The following information may be included in the files:

- a. Application and dates of employment

- b. Ohio Teaching Certificate(s)/License(s)
- c. Transcript of college credits showing the official record of the degree granted, original or certified copy
- d. Evaluation conducted by the building principal or his/her designee.
- e. Any other documentation which has been properly placed according to the above procedure (for example court records, evaluation in progress).
- f. In-service records will be kept in a separate file in the Superintendent's office
- g. Health history and medical records shall be filed separate from the personnel file.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### 1. Definitions

- a) A "grievance" is a claim by the Association or by one or more teachers that there has been a violation, misinterpretation or misapplication of the provisions of the AGREEMENT.
- b) A "Grievant" shall mean a teacher or group of teachers or the Association filing a grievance.
- c) A "Party In Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d) An "aggrieved person" is the person or persons making the claim.

### 2. Purpose

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

### 3. Procedure

#### a) Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

Failure at any step in this procedure to communicate decisions in writing as called for on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and there shall be no further right of appeal.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an

aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

b) Informal Procedure

If a teacher feels that he/she has a grievance he/she may first discuss it with his/her principal or immediate supervisor either individually or accompanied by the grievance representative, in an effort to resolve the problems informally. This discussion must be initiated within thirty (30) days after the grievant knew or should have known of the event or condition upon which it is based, or the grievance shall be considered waived, and may not be processed as such. However, if a condition is recurring, the thirty (30) day time limit will be applied to the most recent occurrence.

c) Formal Procedure

Level One - School Principal (or Immediate Supervisor)

1. If an aggrieved person is not satisfied with the outcome of the informal procedure, the grievant may file a written grievance within ten (10) days following the informal decision. Forms for this purpose shall be available in each school office and are included in this agreement (see Appendix B). The written grievance shall be directed toward the principal or immediate supervisor. Information copies are to be sent by the district to the association and to the Superintendent.
2. The principal or immediate supervisor within five (5) days after receipt of the grievance shall render a written decision to the aggrieved person with a copy to the Association.

Level Two - Superintendent of Schools

1. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level One, he/she may, within five (5) days after the decision is rendered, refer such grievance in writing to the Superintendent. Forms for this purpose shall be available in each school office and are included in this agreement (see Appendix B).
2. The Superintendent shall schedule a meeting to take place within five (5) days from the receipt of the written grievance with the purpose of resolving the grievance. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.
3. The Superintendent shall, within five (5) days after this meeting, render his decision in writing.

Level Three - Arbitration

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision is rendered, request in writing to the association that his/her grievance be submitted to arbitration. Forms for this purpose shall be available in each school office and are included in this agreement (see Appendix B).
2. Only the association may, within five (5) days after receipt of the request, submit the grievance to arbitration by so notifying the board in writing.
3. The board and the association shall, in compliance with the rules of the American Arbitration Association (AAA), jointly select an arbitrator.

4. The arbitrator shall have the authority to hold hearings and make procedural rules as he/she deems proper so long as time is kept to a minimum.
5. The arbitrator's decision shall be submitted in writing to the board and the association.
6. The arbitrator shall be empowered only to rule upon the specific articles and sections of this agreement, and shall have no power to add to, subtract from or modify this agreement by implication or otherwise. The decision of the arbitrator shall be binding on grievances pertaining to this MASTER CONTRACT.
7. All costs and expenses for the services of the arbitrator shall be shared equally by the board and the association.

4. Rights of Teacher to Representation

A grievant may be represented at any level of this procedure by a representative of his/her choosing including the FREA. When the aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Reprisals shall not be taken against any teacher or any other participant in the grievance procedure.

The board and the administration will cooperate with the association in its investigation of any grievance, and further, will furnish the association with pertinent information as is requested by the aggrieved person (or his/her representative) for the processing of any grievance within five (5) school days from the request.

5. Group Grievances

The Association may submit any grievance that involves a group or class of teachers. If it is limited in effect to one school, the grievance shall be submitted to the building principal; otherwise, it shall be submitted directly to the Superintendent.

6. General Provisions

- a) In matters dealing with violations of Association rights, the grievance shall be initiated at Level Two by the Association.
- b) When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he will, upon notice to his/her Principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
- c) All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- d) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents are subject to the negotiation process and are included in this agreement. (see Appendix B). These forms shall be

given appropriate distribution to the Association and certified/licensed employees so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

- e) If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.
- f) Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decision by the parties in interest.
- g) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

7. All grievance forms are found in Appendix B.

#### **ARTICLE VI - REDUCTION IN FORCE**

Reductions in force shall be conducted in accordance with the provisions of Ohio Revised Code section 3319.17.

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, or for financial reasons, a board of education decides that it will be necessary to reduce the number of teachers it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. Teachers whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of seniority of service in the district if and when teaching positions become vacant or are created for which any of such teachers are or become certified/licensed.

If the employer determines a RIF may occur, the Employer shall notify the Association in writing, not less than two (2) months prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of intended Employer action to implement the RIF and the effective date of the RIF.

To the extent possible, the number of bargaining unit employees affected and/or adversely affected by a reduction in force and the extent of such effects will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

Reduction in a bargaining unit field or assignment will be made based on ORC 3319.17. The evaluation committee (comprised of FREA members and administration) will work on defining how evaluations will be used in RIF.

Each teacher shall remain on the RIF list for a period of thirty-six (36) months from his/her last day of active service in the school system. The teachers whose continuing contracts are suspended by any

board pursuant to this section shall have the rights of restoration to continuing service status by that board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this section shall lose that 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 teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

If a vacancy occurs, the Board will send a certified announcement to the last known address of any affected teachers. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing by certified mail, return receipt requested, to the district office within ten (10) calendar days. Any teacher who fails to respond within ten (10) calendar days or who declines to accept the position will forfeit all recall rights.

A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the accumulation of sick leave, and salary schedule placement as he/she held at the time of the RIF.

The Local Board of Education reserves the right to apply contract renewal and non-renewal which shall supersede RIF.

## SENIORITY

### 1. Seniority Defined

Seniority will be defined as the length of continuous service as a regularly certificated/licensed employee under a regular contract in the Fort Recovery Local School District.

Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

Seniority shall be determined by the total number of continuous years of service in the Fort Recovery Local School District.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard for the position to which the staff member is assigned.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standards as set forth above.

### 2. Equal Seniority

If two or more teachers have the same length of continuous service, seniority will be determined by:

--the date of the board meeting at which the teacher was hired, and then;

--order of recall to be determined by giving preference to teachers with the greatest, if any, prior bargaining unit service in the district, and then;

--any remaining ties will be broken by lot. All affected teachers and an association representative shall be invited to witness tie breaking procedures.

### 3. Order of Reduction

In making any such reduction the school board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. When Reduction in force is necessary, the following order for reduction will be followed within each teaching field:

- Teachers with limited contracts
- Teachers with continuing contracts

Note: The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

## **ARTICLE VII - LEAVES OF ABSENCE**

### **1. Sick Leave**

Each full-time teacher employed by the Board of Education shall be entitled to sick leave of one and one-fourth (1-1/4) days per month of service, (15 days per year) such sick leave to accumulate to a maximum of two hundred ten (210) days. The sick leave may be used by the teacher for absence due to personal illness, injury, and for illness and death in the teacher's immediate family.

Each part-time teacher employed by the Board of Education shall accumulate sick leave based on 4.6 hours of paid sick leave for each 80 hours of service. (The calculations are set forth in O.R.C. 124.38).

The administrative offices of the Board of Education may require the teacher to furnish a satisfactory medical affidavit to the effect that the absence was caused by illness due to any of the foregoing causes.

For the purpose of this sick leave policy the immediate family shall include – spouse, parents, and minor children, including children under legal custody and in residence, FRHS foreign exchange student(s), minor stepchildren. Also included will be a hospitalized adult child or stepchild with a debilitating, life threatening, or incapacitating illness, or surgery and any other individual who is a legal dependent of the employee or employee's spouse as defined by IRS regulations.

In case of death and burial of an immediate family member, including brothers and sisters, and adult children a teacher may be absent for five (5) consecutive working days after notification is given to the Local Superintendent or Building Principal.

In the case of death and burial of a mother-in-law, father-in-law, stepmother, stepfather, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, spouse's grandparent, grandchild or spouse's grandchild, a teacher may be absent for two (2) consecutive working days after notification is given to the Local Superintendent or Building Principal.

In case of death and burial of an aunt, uncle, niece, nephew, first cousin, or spouse's aunt, uncle, niece, nephew, first cousin, a teacher may be absent for one (1) day to attend the funeral after notification is given to the local Superintendent or Building Principal.

For emergencies or extra ordinary circumstances the Local Superintendent shall have discretionary authority to grant sick leave above the inclusions of this policy. In so doing, he/she shall give consideration to the length of service of the teacher in this system (or

systems which now make up this school district) and the number of sick leave days usually used per year by the teacher.

If a teacher's sick leave becomes exhausted, upon written request, a teacher shall be placed on a leave without pay in accordance with Section 8 of this Article.

2. Sick Leave Bank

Each new certificated/licensed staff member will contribute one day of their accumulated sick leave to the sick leave bank. Each retire/rehired staff member will contribute one day every year they are rehired to the sick leave bank. Additional donations may be made by each certificated/licensed staff member upon the agreement of the sick leave bank committee. Only contributors can draw from the bank and only upon the exhaustion of his/her accumulated but unused sick leave. Usage of the sick leave bank shall be limited to catastrophic illnesses or injuries. For purposes of this agreement, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, consisting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight.

a) Additional Donation to Sick Leave Bank

Participating employees, except those whose accumulated sick leave has been depleted, may voluntarily contribute an additional day each time the Bank contains days numbering fewer than forty (40). Sick leave days shall not be returned to the employee except as provided hereinafter for the employee's personal illness, accident or injury.

b) Sick Leave Bank Representatives

The sick leave bank committee will be comprised of: three FREA members, one of whom shall be co-chair; the Superintendent, the Treasurer, and one board member, one of whom shall be the co-chair.

c) Guidelines for Withdrawal

- A withdrawal may be approved only upon the depletion of the respective employee's accumulated sick leave.
- The maximum withdrawal for any employee shall be forty-five (45) days. Unused days shall be returned to the sick leave bank. Additional days may be granted by approval of the Sick Leave Bank Committee.
- An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.
- Withdrawals shall be in full day units.
- All applications for withdrawal shall be in writing, shall be verified by the Committee, shall contain a physician's referral, and may be submitted on behalf of an employee by another person when necessary.

d) Replacement of Withdrawal

Any employee that has borrowed from the sick leave bank shall begin replacing the days upon accumulating 15 sick leave days. Each day accrued beyond 15 will be placed in the sick leave bank.

If a retired/ rehired person draws days from the sick leave bank, any unused borrowed sick days, upon his/her final retirement, (even if the remaining days are less than the 15 days minimum stated in the contract) would revert to the sick leave bank.

3. Child Care Leave

Refer to FMLA.

For the purpose of this section, maternity leave shall also include paternity leave and shall be applied equally and in a non-discriminatory manner on the basis of sex.

A member of the bargaining unit may be granted a leave of absence for the birth of a child or placement of a child with the employee by way of adoption or foster care, and care for the newborn adopted child or foster child within one year of the child's arrival. If sick days are used for these absences, after six weeks, a doctor's release is required. The total leave shall not exceed the twelve weeks in any twelve month period as required by the Family and Medical Leave Act, unless it meets the conditions of the sick leave policy.

4. Professional Leave

All regularly certificated/licensed personnel, upon approval by the Board or its designee, shall be granted two (2) days of professional leave per school year.

Professional leave granted shall be for the following reasons: school visitations, workshops, and in-service training. A teacher may request additional days of professional leave subject to approval by the Board of Education or its designee.

5. Personal Leave

a) Professional employees covered by this contract shall be entitled to three (3) personal days that may be used without restriction (except as noted below). Up to two (2) unused personal days may be carried over to the next school year. See f) below for details.

b) The written request must be submitted to the building principal five (5) working days prior to the requested day of personal leave. When the request is for the purpose of attending a funeral, the request must be submitted one (1) day prior to the requested day of personal leave.

c) Personal leave may be used in half-day and full-day increments.

d) The superintendent may select field trips where the Board of Education is asked to designate the appointed chaperones. Board of Education appointed chaperones will be granted professional leave for the field trip. Other employees, on the same trip who also serve as chaperones requiring them to be absent from school, may only attend if they are granted a personal day or an unpaid leave.

e) Any personal days (or part thereof) remaining to the credit of or unused by a professional employee at the end of the school year shall result in additional compensation at the rate of one hundred dollars (\$100) per day or part thereof. An employee may request, no later than Teacher Records Day of each year, on the appropriate form, to have up to two (2) unused days carried over to the next school year in lieu of payment for that day. No employee shall have more than five (5) days of personal leave to his/her credit at the beginning of a school year.

6. Court Duty/Jury Duty

a) The Board shall pay a certificated/licensed employee the difference between his/her regular salary and any remuneration received by the employee for jury duty service. Alternatively, the certificated/licensed employee may endorse his or her check for jury duty service over to the Treasurer of the Board and simply receive the normal salary amount to which he/she otherwise would be entitled under his or her contract(s).

- b) Certificated/licensed employees shall be released from duty, without loss of pay or benefits, for absence due to his/her compliance with a subpoena to appear in a court of law, provided that: (a) neither the employee nor the Association is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator.
- c) Such leave shall not be deducted from the certificated/licensed employee's sick leave or personal leave, except that a teacher may use his or her personal leave for an absence required by court subpoena that does not come within these terms. Personal leave in such circumstances may be used before or after a holiday or vacation period.

7. Short Term Unpaid Leave

Members of the bargaining unit may be granted short term unpaid leave (1-15 work days) upon written request, for emergency, unusual, or essential matters as determined by the Superintendent. The written request must be submitted to the Superintendent five (5) working days prior to the requested day of leave. Under emergency circumstances, the five (5) day notice may be waived. No more than three (3) teachers shall be granted unpaid leave on the same day. Funeral requests shall be exempt from the number of leaves granted on the same day and the request shall be submitted one (1) working day prior to the day of leave.

8. Family and Medical Leave Act

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The School District shall grant such leave in accordance with the rules promulgated under that act. Any contractual unpaid leave shall be granted upon request at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid leave shall be under the same terms as those provided for under the Family and Medical Leave Act.

9. Long Term Unpaid Leave

A long-term unpaid leave of absence may be granted to a certified employee of the district after three (3) or more years of service to the district. A long-term leave is defined as one of sixty (60) or more workdays in length. All requests for unpaid leave shall be submitted in writing to the superintendent and shall state the reason for the requested leave, the date the leave is to begin, and the date the leave is to end.

All requests for long-term leaves of absence will be submitted by the superintendent, along with his/her recommendations, to the Board of Education for its action.

Long-term unpaid leaves of absence may be granted for:

1. the purpose of helping the employee maintain his/her physical health.
2. to take care of family and other personal emergencies.
3. to discharge important and necessary obligations
4. for educational or professional purposes

Any employee on an unpaid long-term leave of absence that extends beyond April 30 of any year must notify the superintendent of his/her intention either to return or not to return to service at the expiration of the leave by that same date of April 30.

Any employee who has exhausted his/her sick leave and is unable to return to work due to an illness or injury shall be entitled to an unpaid leave of absence for a period of up to one (1) year upon approval of the superintendent. If at the expiration of such leave, the employee continues to be unable to return to work because of the disabling illness or injury, such leave may be extended for one (1) additional year upon written request.

An employee may be required to provide a physician's statement or be examined by a physician of the district's choice regarding the continued need for any unpaid leave of absence. An employee may return to work prior to the expiration of such leave provided a physician certifies that the employee is able to return to work for the full performance of his/her job duties and at least two (2) week's advance notice is given prior to the return to work.

The granting of a leave of absence shall not extend a limited contract past its term. A member who was on leave granted under any provision of this section and has not been evaluated pursuant to the terms of this agreement because of his/her long-term absence and whose contract is under consideration for renewal/nonrenewal, shall, if renewed be restricted to the receipt of a one (1) year limited contract.

Persons returning from a leave of absence are subject to assignment by the superintendent to a position within their area of certification/licensure.

Employees requesting a Leave of Absence, who desire STRS service credit, must purchase not only their portion of the service credit but also the Board of Education's portion for the duration of the requested Leave of Absence.

When Group Insurance Policy permits, an employee may continue to participate in board approved insurance programs, provided the employee pays the entire premium for these benefits for the duration of the leave.

10. Unpaid Short Term Leave and Unpaid Long Term Leave Salary Calculation

Use of unpaid leave shall result in a loss of both wages and the prorated cost of insurance benefits. Wages and benefits will be calculated on a daily basis.

Deductions will be taken from the teacher's salary and benefits for:

- a) days of absence due to long term/short term unpaid leave in excess of the number of days of sick leave accumulated by each teacher.
- b) absence for reasons other than those stipulated in this agreement.

These deductions shall be calculated on a nine (9) month salary allotment. The nine (9) month salary allotment covers the salary actually earned in the school year while the twelve (12) month allotment is merely a convenient method of salary distribution. Example: Annual salary divided by 185 days equals salary deduction per day deductible for unexcused absence.

## ARTICLE VIII – TRAINING

1. District Inservice Training

District inservice may accumulate anytime during the calendar year as long as it does not occur during the teacher workday. Any qualifying activity that occurs after the last day of school each year will count towards inservice credit for the following year. Prior approval from the superintendent is only required for district inservice.

Each teacher shall attend ten (10) hours of district inservice training each school year. This requirement must be satisfied by the end of the last day of school for students. Part time teachers shall be required to fulfill district inservice at the pro-rated FTE (Full Time Equivalency) rounded to the nearest whole hour. Example: 42% teacher is required to perform 4 hours of district inservice.

Teachers will receive compensation for additional district inservice which is above and beyond the required ten (10) hours. A one-half percent (1/2%) bonus on the base salary will be paid for meeting each threshold of fourteen (14) hours, eighteen (18) hours, twenty-two (22) hours, twenty-six (26) hours and thirty (30) hours. Part time teachers shall receive compensation at their prorated FTE (Full Time Equivalence).

District inservice may be accrued in two ways:

- A. Formal Inservice – new learning and enhancing your teaching practices.  
Representative activities would include attendance at:
- a. District leadership team meetings
  - b. Staff leadership team meetings
  - c. Nonpaid summer inservice days (presenters granted one additional hour)
  - d. Mercer County sponsored inservice opportunities (Child Abuse, Summer Workshops, Mentor Workshops, etc.)
  - e. FRLSD sponsored inservice opportunities including but not limited to:
    - Technology Inservice
    - Webinars and Online learning modules
    - BAC Visits
    - Summer Staff Meetings
  - f. Other similar formal presentations, workshops, conferences or meetings
  - g. **Unreimbursed college credit** - one inservice hours per semester hour with a maximum of 5 inservice hours per school year. When coursework is completed attach original transcript to inservice request.
- B. Informal Inservice – compliance and representation  
Activities would include attendance at:
- a. Building, RTI, and special education meetings
  - b. District Resident Educator Meetings Interview selection committees not to exceed 5 hours per year
  - c. All other SafeSchools courses including CPR, blood borne pathogens, hazardous communications, and First Aid training
  - d. Van driver inservice trainings
  - e. Mercer County curriculum meetings
  - f. Study groups/book clubs where the district bears no expense  
County/Area/Regional meetings of similar teachers. Examples would be Vo-Ag, , music, or art teacher meetings.
  - g. Summer Grade Level/ Content Area Meetings

To qualify for each threshold of 10, 14, 18, 22, 26, or 30 hours a minimum of 50% of the accrued hours must qualify for Formal Inservice as described above.

Meetings held during the 7 hour 35 minute teacher workday may not be counted toward inservice hours. This would include meetings held during planning periods or lunch times. Exceptions to this would only include IAT, IEP, and ETR meetings as long as they meet the requirements for inclusion on the green staff or special education related meeting inservice verification form.

Time will accrue in increments of half hours and will be rounded down. Lunch and break time are not counted toward the total hours.

No formal or informal inservice credit will be given for attendance at graduate classes where the district has agreed to reimburse the employee under provisions of Article XII-#3 College Tuition Reimbursement. Other examples of activities that will not qualify for inservice credit would include attendance at music performances, athletic events, art shows or visitations to museums.

To qualify for district inservice credit the teacher may not have received any type of remuneration including stipends, mileage reimbursement, and college tuition reimbursement. Unreimbursed college credit can be counted as district formal inservice hours at one inservice hour per semester hour with a maximum of 5 inservice hours per school year. The teacher may have received materials or supplies to be used in their classroom.

Documentation for all district inservice, except inservice provided by the FRLSD, must be provided to the superintendent by one of the following methods:

1. Certificate of attendance
2. A green "Staff/CIP/Special Education Related Meeting/Inservice Verification Form"
3. CEU documentation
4. Completed request forms and accompanying documentation (usually an agenda)

Documentation for inservice must be received in the central office no later than the teacher workday following the last day of school for students each year.

Teachers not completing the ten (10) hours of district inservice credit by the end of the school year will be docked wages and benefits equivalent to the hours not completed.

### **ARTICLE IX - TEACHER RIGHTS**

1. **Duty Free Lunch Period**

Teachers will be provided with at least thirty (30) minutes for lunch each school day. During this time, the teacher may not be required to perform any school activity.

2. **Prep Time**

Teachers will be scheduled no less than 175 minutes of preparation time (excluding travel time) per full school week. Only periods of twenty (20) consecutive minutes or more will be counted towards this total.

3. **Work Day**

The workday for all members of the bargaining unit shall consist of seven hours, thirty-five minutes (7:35).

Each building principal shall have the authority to determine the starting and ending times as long as it does not exceed the seven hour, thirty-five minute (7:35) requirement.

4. **Annual Calendar**

Our school calendar will consist of 185 teacher days, following the board approved annual calendar.

5. **Open Enrollment**

Natural children or adopted children of full-time employees shall open enroll to attend Fort Recovery Local Schools effective the 2012-2013 school year, subject to the following conditions:

a) No child shall be permitted to enter Fort Recovery Local Schools pursuant to this provision if they have been, or currently are, expelled from a public or private school in the state of Ohio.

b) If a child enrolling pursuant to this provision requires special services, the parents of the child shall pay the full cost of the special services needed to educate the child to the extent the cost of said services exceeds the statutory tuition rate of the Board.

5. **Attendance at School Sponsored Activities/Events**

Any certified staff member will be admitted free to any school sponsored activity/event by

presenting their staff photo ID. This will be for the staff member only, non-transferable.

#### **ARTICLE X - ASSOCIATION RIGHTS**

1. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one of which shall be provided by the Board in each school building in areas frequented by teachers. The Association may use the teacher mailboxes for communications to teachers. Teachers may use voice mail, internet access and electronic mail for Association business as long as such use is not during assigned instructional or supervisory time.
2. Authorized representatives of the Association shall be permitted to transact official association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction and have the approval of the building principal.
3. The Association shall have the right to represent teachers in all employment relationships with the District.
4. Names, assignments, work locations, and non-confidential home addresses and telephone numbers of all members of the bargaining unit shall be provided without cost to the Association within two weeks of the request.
5. The District shall provide the Association with two (2) copies of the complete Board of Education meeting agenda.
6. The Association's designated representative shall be given sufficient time at the end of the agenda at faculty meetings and workshops to present reports and announcements for the Association.
7. The Association shall be given sufficient time on the agenda of the orientation program for all teachers to explain Association activities.
8. The District agrees to furnish to the Association information related to the financial and educational operation of the District.
9. The Association President or his/her designee shall be granted two (2) days of leave during each school year to conduct association business. If the second day is requested, the cost of the substitute teacher for the second day will be reimbursed by the Association to the Fort Recovery Local Schools.

#### **ARTICLE XI - BUILDING BUDGET**

A supply and equipment budget will be established for each school building through cooperative actions of the teachers, department head, the Principal in charge, and the Superintendent. The monies will be available July 1 through Teacher Records Day. A copy of the orders and the departmental budget summary, completed by the department head, will be given to the Principal.

All purchases shall be made by requisition and purchase order.

Any monies not accounted for in the department budget summary by Teacher Records Day at the end of each school year shall remain in the building fund.

The allotment for building budget will be calculated (\$160 per FTE).

**ARTICLE XII – COMPENSATION**

**Fort Recovery Local School District Salary Schedule  
Effective August 1, 2014 through July 31, 2015**

1.

Reflects a 1.5% Increase

<u>Years</u>	<u>Bachelors</u>	<u>Five-Year</u>	<u>Masters</u>	<u>Masters &amp; NBC</u>	<u>Masters +15</u>	<u>or Masters +30</u>
0	\$33,271 1.0000	\$34,635 1.0410	\$36,598 1.1000	\$37,097 1.1150	\$37,596 1.1300	\$38,095 1.1450
1	\$34,635 1.0410	\$36,132 1.0860	\$38,262 1.1500	\$38,761 1.1650	\$39,293 1.1810	\$39,792 1.1960
2	\$35,999 1.0820	\$37,630 1.1310	\$39,925 1.2000	\$40,424 1.2150	\$40,990 1.2320	\$41,489 1.2470
3	\$37,363 1.1230	\$39,127 1.1760	\$41,589 1.2500	\$42,088 1.2650	\$42,687 1.2830	\$43,186 1.2980
4	\$38,727 1.1640	\$40,624 1.2210	\$43,252 1.3000	\$43,751 1.3150	\$44,384 1.3340	\$44,883 1.3490
5	\$40,092 1.2050	\$42,121 1.2660	\$44,916 1.3500	\$45,415 1.3650	\$46,080 1.3850	\$46,579 1.4000
6	\$41,456 1.2460	\$43,618 1.3110	\$46,579 1.4000	\$47,078 1.4150	\$47,777 1.4360	\$48,276 1.4510
7	\$42,820 1.2870	\$45,115 1.3560	\$48,243 1.4500	\$48,742 1.4650	\$49,474 1.4870	\$49,973 1.5020
8	\$44,184 1.3280	\$46,613 1.4010	\$49,907 1.5000	\$50,406 1.5150	\$51,171 1.5380	\$51,670 1.5530
9	\$45,548 1.3690	\$48,110 1.4460	\$51,570 1.5500	\$52,069 1.5650	\$52,868 1.5890	\$53,367 1.6040
10	\$46,912 1.4100	\$49,607 1.4910	\$53,234 1.6000	\$53,733 1.6150	\$54,564 1.6400	\$55,064 1.6550
11	\$48,276 1.4510	\$51,104 1.5360	\$54,897 1.6500	\$55,396 1.6650	\$56,261 1.6910	\$56,760 1.7060
12	\$49,640 1.4920	\$52,601 1.5810	\$56,561 1.7000	\$57,060 1.7150	\$57,958 1.7420	\$58,457 1.7570
14	\$51,004 1.5330	\$54,099 1.6260	\$58,224 1.7500	\$58,723 1.7650	\$59,655 1.7930	\$60,154 1.8080
20			\$59,888 1.8000	\$60,387 1.8150	\$61,352 1.8440	\$61,851 1.8590
25			\$61,551 1.8500	\$62,050 1.8650	\$63,049 1.8950	\$63,548 1.9100

NBC = National Board Certification

The Board has adopted the following longevity payments after the following years of service in the Fort Recovery Local School system:

5 years @ \$550; 10 years @ \$700; 15 years @ \$850; 20 years @ \$1000.; 25 years @ \$1150; 30 years @ \$1300; 35 years @ \$1500

The amount of \$1,500.00 will be added to each full time teacher's pay annually.

**ARTICLE XII – COMPENSATION**  
**Fort Recovery Local School District Salary Schedule**  
**Effective August 1, 2015 through July 31, 2016**

**Reflects a 1.5% Increase**

<u>Years</u>	<u>Bachelors</u>	<u>Five-Year</u>	<u>Masters</u>	<u>Masters &amp; NBC</u>	<u>Masters +15</u>	<u>or Masters +30</u>
0	\$33,770 1.0000	\$35,155 1.0410	\$37,147 1.1000	\$37,654 1.1150	\$38,160 1.1300	\$38,667 1.1450
1	\$35,155 1.0410	\$36,674 1.0860	\$38,836 1.1500	\$39,342 1.1650	\$39,882 1.1810	\$40,389 1.1960
2	\$36,539 1.0820	\$38,194 1.1310	\$40,524 1.2000	\$41,031 1.2150	\$41,605 1.2320	\$42,111 1.2470
3	\$37,924 1.1230	\$39,714 1.1760	\$42,213 1.2500	\$42,719 1.2650	\$43,327 1.2830	\$43,833 1.2980
4	\$39,308 1.1640	\$41,233 1.2210	\$43,901 1.3000	\$44,408 1.3150	\$45,049 1.3340	\$45,556 1.3490
5	\$40,693 1.2050	\$42,753 1.2660	\$45,590 1.3500	\$46,096 1.3650	\$46,771 1.3850	\$47,278 1.4000
6	\$42,077 1.2460	\$44,272 1.3110	\$47,278 1.4000	\$47,785 1.4150	\$48,494 1.4360	\$49,000 1.4510
7	\$43,462 1.2870	\$45,792 1.3560	\$48,967 1.4500	\$49,473 1.4650	\$50,216 1.4870	\$50,723 1.5020
8	\$44,847 1.3280	\$47,312 1.4010	\$50,655 1.5000	\$51,162 1.5150	\$51,938 1.5380	\$52,445 1.5530
9	\$46,231 1.3690	\$48,831 1.4460	\$52,344 1.5500	\$52,850 1.5650	\$53,661 1.5890	\$54,167 1.6040
10	\$47,616 1.4100	\$50,351 1.4910	\$54,032 1.6000	\$54,539 1.6150	\$55,383 1.6400	\$55,889 1.6550
11	\$49,000 1.4510	\$51,871 1.5360	\$55,721 1.6500	\$56,227 1.6650	\$57,105 1.6910	\$57,612 1.7060
12	\$50,385 1.4920	\$53,390 1.5810	\$57,409 1.7000	\$57,916 1.7150	\$58,827 1.7420	\$59,334 1.7570
14	\$51,769 1.5330	\$54,910 1.6260	\$59,098 1.7500	\$59,604 1.7650	\$60,550 1.7930	\$61,056 1.8080
20			\$60,786 1.8000	\$61,293 1.8150	\$62,272 1.8440	\$62,778 1.8590
25			\$62,475 1.8500	\$62,981 1.8650	\$63,994 1.8950	\$64,501 1.9100

NBC = National Board Certification

The Board has adopted the following longevity payments after the following years of service in the Fort Recovery Local School system:

5 years @ \$550; 10 years @ \$700; 15 years @ \$850; 20 years @ \$1000.; 25 years @ \$1150; 30 years @ \$1300; 35 years @ \$1500

The amount of \$1,500.00 will be added to each full time teacher's pay annually.

**ARTICLE XII – COMPENSATION**  
**Fort Recovery Local School District Salary Schedule**  
**Effective August 1, 2016 through July 31, 2017**

Reflects a 1.5% Increase

<u>Years</u>	<u>Bachelors</u>	<u>Five-Year</u>	<u>Masters</u>	<u>Masters &amp; NBC</u>	<u>Masters +15</u>	<u>or Masters +30</u>
0	\$34,277 1.0000	\$35,682 1.0410	\$37,705 1.1000	\$38,219 1.1150	\$38,733 1.1300	\$39,247 1.1450
1	\$35,682 1.0410	\$37,225 1.0860	\$39,419 1.1500	\$39,933 1.1650	\$40,481 1.1810	\$40,995 1.1960
2	\$37,088 1.0820	\$38,767 1.1310	\$41,132 1.2000	\$41,647 1.2150	\$42,229 1.2320	\$42,743 1.2470
3	\$38,493 1.1230	\$40,310 1.1760	\$42,846 1.2500	\$43,360 1.2650	\$43,977 1.2830	\$44,492 1.2980
4	\$39,898 1.1640	\$41,852 1.2210	\$44,560 1.3000	\$45,074 1.3150	\$45,726 1.3340	\$46,240 1.3490
5	\$41,304 1.2050	\$43,395 1.2660	\$46,274 1.3500	\$46,788 1.3650	\$47,474 1.3850	\$47,988 1.4000
6	\$42,709 1.2460	\$44,937 1.3110	\$47,988 1.4000	\$48,502 1.4150	\$49,222 1.4360	\$49,736 1.4510
7	\$44,114 1.2870	\$46,480 1.3560	\$49,702 1.4500	\$50,216 1.4650	\$50,970 1.4870	\$51,484 1.5020
8	\$45,520 1.3280	\$48,022 1.4010	\$51,416 1.5000	\$51,930 1.5150	\$52,718 1.5380	\$53,232 1.5530
9	\$46,925 1.3690	\$49,565 1.4460	\$53,129 1.5500	\$53,644 1.5650	\$54,466 1.5890	\$54,980 1.6040
10	\$48,331 1.4100	\$51,107 1.4910	\$54,843 1.6000	\$55,357 1.6150	\$56,214 1.6400	\$56,728 1.6550
11	\$49,736 1.4510	\$52,649 1.5360	\$56,557 1.6500	\$57,071 1.6650	\$57,962 1.6910	\$58,477 1.7060
12	\$51,141 1.4920	\$54,192 1.5810	\$58,271 1.7000	\$58,785 1.7150	\$59,711 1.7420	\$60,225 1.7570
14	\$52,547 1.5330	\$55,734 1.6260	\$59,985 1.7500	\$60,499 1.7650	\$61,459 1.7930	\$61,973 1.8080
20			\$61,699 1.8000	\$62,213 1.8150	\$63,207 1.8440	\$63,721 1.8590
25			\$63,412 1.8500	\$63,927 1.8650	\$64,955 1.8950	\$65,469 1.9100

NBC = National Board Certification

The Board has adopted the following longevity payments after the following years of service in the Fort Recovery Local School system:

5 years @ \$550; 10 years @ \$700; 15 years @ \$850; 20 years @ \$1000.; 25 years @ \$1150; 30 years @ \$1300; 35 years @ \$1500

The amount of \$1,500.00 will be added to each full time teacher's pay annually.

**2. Fort Recovery Local Schools - Supplemental Salary Schedule**

Position	Years of Experience							
	0	2	4	6	8	10	15	20
	% of Base							
Athletic Director	.205	.212	.219	.226	.233	.240	.247	.254
HS Basketball Head Coach - B & G	.145	.150	.155	.160	.165	.170	.175	.180
HS Football Head Coach	.145	.150	.155	.160	.165	.170	.175	.180
HS Instrumental Music Programs	.145	.150	.155	.160	.165	.170	.175	.180
HS Show Choir Director	.145	.150	.155	.160	.165	.170	.175	.180
HS Volleyball Head Coach	.095	.100	.105	.110	.115	.120	.125	.130
HS Track Head Coach	.095	.100	.105	.110	.115	.120	.125	.130
HS Baseball Head Coach	.095	.100	.105	.110	.115	.120	.125	.130
HS Softball Head Coach	.095	.100	.105	.110	.115	.120	.125	.130
Newspaper Advisor	.095	.100	.105	.110	.115	.120	.125	.130
HS Reserve Basketball Coach - B & G	.080	.084	.088	.092	.096	.100	.104	.108
HS Assistant Football Coach	.080	.084	.088	.092	.096	.100	.104	.108
HS Show Choir Director	.080	.084	.088	.092	.096	.100	.104	.108
Freshman Basketball Coach - B & G	.065	.069	.073	.077	.081	.085	.089	.093
HS Reserve Volleyball Coach	.065	.069	.073	.077	.081	.085	.089	.093
***HS Assistant Track Coach	.065	.069	.073	.077	.081	.085	.089	.093
HS Assistant Baseball Coach	.065	.069	.073	.077	.081	.085	.089	.093
HS Reserve Softball Coach	.065	.069	.073	.077	.081	.085	.089	.093
JH Basketball Head Coach - B & G	.065	.069	.073	.077	.081	.085	.089	.093
JH Football Head Coach	.065	.069	.073	.077	.081	.085	.089	.093
HS Basketball Assistant Coach B&G ( 26 or more)	.065	.069	.073	.077	.081	.085	.089	.093
JH Assistant Basketball Coach - B & G	.060	.063	.066	.069	.072	.075	.078	.081
JH Assistant FB Coach (3 asst. coaches if 2 JH teams)	.060	.063	.066	.069	.072	.075	.078	.081
MS Show Choir Director	.060	.063	.066	.069	.072	.075	.078	.081
Golf Coach - B & G	.055	.058	.061	.064	.067	.070	.073	.076
JH Head Track Coach	.055	.058	.061	.064	.067	.070	.073	.076
JH Head Cross Country Coach - 8-18 both B & G Teams	.055	.058	.061	.064	.067	.070	.073	.076
Freshman Volleyball Coach	.055	.058	.061	.064	.067	.070	.073	.076
JH Head Volleyball Coach	.055	.058	.061	.064	.067	.070	.073	.076
Swim Coach	.055	.058	.061	.064	.067	.070	.073	.076
Freshman Baseball Coach - 33 in BB program, at least 10 Freshman	.055	.058	.061	.064	.067	.070	.073	.076
HS Cross Country Assistant Coach-19 or more partic.	.055	.058	.061	.064	.067	.070	.073	.076
JH Assistant Track Coach	.050	.053	.056	.059	.062	.065	.068	.071
JH Asst. Cross Country Coach - 19 or more both B & G	.050	.053	.056	.059	.062	.065	.068	.071
JH Assistant Volleyball Coach	.050	.053	.056	.059	.062	.065	.068	.071
Weight Room Supervisor	.050	.053	.056	.059	.062	.065	.068	.071
HS Student Council Advisor	.050	.053	.056	.059	.062	.065	.068	.071
Yearbook Advisor	.040	.042	.044	.046	.048	.050	.052	.054
FBLA Advisor	.040	.042	.044	.046	.048	.050	.052	.054
RTI Core Team	.040	.042	.044	.046	.048	.050	.052	.054
Junior Class Advisor	.040	.042	.044	.046	.048	.050	.052	.054
Color Guard Instructor	.035	.037	.039	.041	.043	.045	.047	.049
**High School Basketball Cheerleader Advisor	.030	.032	.034	.036	.038	.040	.042	.044
Scholastic Bowl Advisor	.030	.032	.034	.036	.038	.040	.042	.044
Assistant Athletic Director	.030	.032	.034	.036	.038	.040	.042	.044

\*\*\* One additional assistant track coach if male participants exceed nineteen in number.

\*\*\* One additional assistant track coach if female participants exceed nineteen in number.

\*\* If one person fills both Jr. High & HS Basketball Cheerleading Advisor positions base rate moves to .040.

For the purposes of calculating the supplemental salary, only the base rate in the 0 years/Bachelors column will be utilized.

Longevity payments and the \$1,500 payments detailed on the bottom of the salary schedules will not be utilized for the calculation of the supplemental salaries.

**Fort Recovery Local Schools - Supplemental Salary Schedule**

<b>Position</b>	<b>Years of Experience</b>							
	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>10</b>	<b>15</b>	<b>20</b>
<b>Sophomore Class Advisor</b>	.025	.027	.029	.031	.033	.035	.037	.039
<b>MS Student Council Advisor</b>	.025	.027	.029	.031	.033	.035	.037	.039
<b>Elementary Student Council Advisor</b>	.025	.027	.029	.031	.033	.035	.037	.039
<b>Eighth Grade Class Advisor</b>	.025	.027	.029	.031	.033	.035	.037	.039
<b>MS Yearbook Advisor</b>	.025	.027	.029	.031	.033	.035	.037	.039
<b>MS Drama Advisor</b>	.025	.027	.029	.031	.033	.035	.037	.039
<b>High School Drama Advisor</b>	.025	.027	.029	.031	.033	.035	.037	.039
<b>*High School Football Cheerleader Advisor</b>	.025	.027	.029	.031	.033	.035	.037	.039
<b>SADD Advisor</b>	.020	.021	.022	.023	.024	.025	.026	.027
<b>SMART Advisor</b>	.020	.021	.022	.023	.024	.025	.026	.027
<b>**Junior High Basketball Cheerleading Advisor</b>	.020	.021	.022	.023	.024	.025	.026	.027
<b>Fifth &amp; Sixth Grade Basketball - B &amp; G</b>	.015	.016	.017	.018	.019	.020	.021	.022
<b>*Junior High Football Cheerleader Advisor</b>	.015	.016	.017	.018	.019	.020	.021	.022
<b>Senior Class Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>Freshman Class Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>National Honor Society Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>FTA Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>German Club Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>Art Club Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>Math-Science Club Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>MS Science Fair Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>MS Book Club Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>Sports Medicine Club Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>High School Speech Club Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>Spanish Club Advisor</b>	.010	.011	.012	.013	.014	.015	.016	.017
<b>K-5 Grade Level Chair</b>	.009	.010	.011	.012	.013	.014	.015	.016
<b>Elementary Book Club Advisor (3 pos. Gr 3,4,5)</b>	.004	.005	.006	.007	.008	.009	.010	.011

\* If one person fills both JH & HS Football Cheerleading Advisor positions, base rate moves to .035.

Elementary Vocal Music Programs - \$250.00 per evening performance

LPDC Committee - \$500.00 per school year

**Extended Service**

- Agri Business-FFA – 40 days
- Vocational Ag-FFA – 30 days
- Summer Band – 27 days
- HS Guidance Scheduling & Registration – 20 days
- MS Guidance Scheduling & Registration - 6 days
- Family Living & Consumer Science-FCCLA – 15 days (If FCCLA participates in a National Meeting the advisor is reimbursed the cost for travel, registration, hotel, and meals of the trip)
- Athletic Director – 10 days\*\*\* (\*\*\*) = Paid at top of Bachelor's Schedule)
- Project Lead the Way Teacher: add extended days to contract equal to the number of days approved for required summer training and/or approved summer student camps, effective 6/1/07.

Teachers' extended service will be paid on a supplemental contract. Teachers will be placed on the teacher's basic schedule, plus daily rate per days worked depending upon the term of employment.

**Salary Adjustment Scale:** .001 - .020 = .001 increment      .041 - .060 = .003 increment      .081 - .204 = .005 increment  
    .021 - .040 = .002 increment      .061 - .080 = .004 increment      .205 -         = .007 increment

### Junior High Coaches

Junior High coaches will retain years of experience when moving from one position to another position in the same sport in the Junior High program.

For the purposes of placement on the supplemental salary schedule for a high school coaching position Junior High experience will be credited at a rate of one (1) year for every two (2) years of coaching the same sport within the Fort Recovery Local School District.

For the purposes of placement on the supplemental salary schedule for a high school coaching position Junior High experience will be credited at a rate of one (1) year for every three (3) years of coaching the same sport outside of the Fort Recovery Local School District, provided that the experience is verified in writing from the previous employer.

When completing the calculation, years of experience will always be rounded down.

### 5<sup>th</sup> & 6<sup>th</sup> Grade Coaches

For the purposes of placement on the supplemental salary schedule for a high school / junior high coaching position, 5<sup>th</sup> & 6<sup>th</sup> grade experience will be credited at a rate of one (1) year for every two (2) years of coaching the same sport within the Fort Recovery Local School District. No experience will be credited for coaching outside of the Fort Recovery School District.

### Vo-Ag

It is agreed that 10 additional extended days per eligible teacher will be paid for implementation of the Agricultural Education 5<sup>th</sup> Quarter Grant (hereafter the "Grant") under provisions detailed in the Grant application. An eligible teacher is defined as a full time FRLSD teacher qualified to teach vocational agriculture programs. All compensation expenses including taxes, retirement, and fringe benefits will be paid for with the Grant dollars. These extended days will only be available during years when the Grant has been approved for the FRLSD and if the Grant monies are sufficient to cover all costs associated with the extended days. Nothing herein shall guarantee any particular teacher the additional days and depending upon the amount of Grant money, the number of teachers eligible for the days may vary. Payment will be made in the form of a single check when all requirements of the Grant have been satisfied and all duties required to be performed by the Board in connection with the Grant have been completed.

The Local Professional Development Committee (LPDC) supplemental for a school year will be paid as follows: \$500.00 for a member of the Core Committee, \$500.00 for a member of the Sub Committee. A partial year will be prorated. Committee members will be required to submit meeting records to the Superintendent.

### 3. College Tuition Reimbursement

A teacher will be reimbursed up to \$127.50 per semester hour up to eight (8) semester hours per year beginning August 1 and ending July 31. Course work must be related to education and must have prior approval of the Superintendent. Reimbursement will be paid after receipt of an official transcript showing successful completion of course(s). The maximum amount that can be expended by the Board of Education per year is \$16,000.00.

Reimbursement will be based on a teacher's full time equivalency (FTE) status and must be requested within six months of the completion of coursework or it will be forfeited.

In order to qualify for this reimbursement it is expected that the regularly certificated/licensed teaching individual receiving tuition reimbursement will not request to be released from employment for a period of two (2) years. If such a release is requested and granted, the amount of tuition reimbursement received during that time period for the course(s) shall be reimbursed to the Board of Education by such employee.

### 4. State Teachers Retirement System Pick-Up

### 5. Twenty-six Pay Periods

The Board of Education will agree to pay the certificated/licensed employees of Fort Recovery Local School District on alternate Fridays.

6. Direct Deposit

Beginning with the first pay of January 2008, all staff will receive payroll through direct deposit. All new staff will use direct deposit only. The authorization for direct deposit will be limited to two financial institutions and two accounts per institution as indicated in Appendix E. The direct deposit notification slips will be put in the teacher school mailbox throughout the school year, not sent through U.S. mail.

7. Payroll Deductions

- a) The Board will continue payroll deductions of education association dues for the amount set by the Association in two installments per month from September to May (eighteen installments).
- b) The Board will continue payroll deductions of tax-sheltered annuity payments for certified/licensed employees as directed by the employee in accordance with federal and state law. From this contract on, August 1, 1996, whenever payroll deductions are requested for companies not being represented by any employees, they would need to have a minimum of four clients on our staff. As of August 1, 2004 the Ohio Public Employees Deferred Compensation Program will be added to the list of annuity providers.
- c) The Board will continue payroll deduction of Cancer/Intensive Care Insurance payments of certified/licensed employees requesting this coverage.
- d) Payroll deductions must be finalized during the open enrollment period for insurance as determined by the plan administrator.
- e) Any payroll deductions, excluding Board sponsored health insurance, in addition to the above shall be assessed a one time \$5.00 service fee.

8. Supplementals

- a) All supplemental contracts shall be considered non-renewed at the end of the current school year.
- b) The Board of Education retains the right to add positions or to subtract positions from the supplemental list.
- c) The Board of Education retains the right to establish the initial salary and index for new positions based upon the supplemental salary index formula as they are created on the supplemental list.
- d) Supplemental Review Committee  
Members of the bargaining unit who wish to review their supplemental contract can do so by submitting a written request to the Superintendent along with any pertinent information regarding their supplemental position. The Supplemental Review Committee consisting of the Superintendent, a School Board representative and two (2) representatives to be appointed by the FREA President shall meet annually between the regularly scheduled April and May Board meetings or at the request of any member of the committee.

The committee shall meet for the purpose of reviewing the current supplemental positions and the current supplemental salary schedule.

The committee shall annually solicit, compile and review proposals from employees currently employed in supplemental positions and shall develop definitions of the essential functions and performance expectations of each supplemental position.

The committee shall make annual recommendations to the Board and to the FREA regarding proposed changes in the supplemental positions and/or supplemental salary schedule.

Prior to the implementation of any proposed changes in supplemental positions or in the supplemental salary schedule, the Board and the FREA shall negotiate a Memorandum of Understanding defining the proposed changes.

- e) All supplemental positions will be paid with one (1) separate check at the end of the activity. All extended time compensation will remain on the present pay schedule (twenty-six pays).

9. Part-time Teacher Calculation

Part-time teacher calculation will be figured by dividing the total assigned contact time of a part-time teacher by the total assigned contact time of the average of full-time teachers in the district. The percentage generated will determine the annual salary. This means of calculation insures that the part-time teacher is compensated for unassigned time (conferences, recess, etc.) in the same ratio as a full-time teacher.

The assigned contact time of the average full-time staff member will be calculated according to Appendix F. The weekly schedules can be updated annually as individual building times change. The president of the FREA and the Superintendent will make the changes as needed.

For the purpose of calculation each part-time teacher's weekly schedule will be entered on Appendix G. If a part-time teacher travels between buildings during the school day 5 minutes additional time per day will be considered assigned.

The daily arrangement of the part-time schedule will be mutually agreed upon by the part-time teacher and the scheduler as it meets the teaching demands of the district.

10. National Board of Recertification

It is agreed that for the "Masters + 15 & NBC, and Masters+ NBC or the Masters + 30" column once a teacher qualifies for the NBC status with their initial certification they would remain at that level continuously from that point on, regardless of the length of the actual National Board Certification.

### ARTICLE XIII - INSURANCE BENEFITS

1. Life Insurance

The District will offer Term Life Insurance to all certificated/licensed employees in the amount of \$40,000 each and will pay the full cost of such insurance.

2. Health Insurance

- a) The Board of Education will offer a flexible health insurance program. A Section 125 (Medical spending accounts and dependent care options) will be offered for premium payments at no cost. The Plan Election Form for the 125 (flex spending) is due at the end of each open enrollment period as established by the program provider.

- b) Plan Options

The base plan will be the PPO option offered by the Mercer/Auglaize Benefit Trust. The Board will pay 87% of the Traditional premium, employees pay 13% of the Traditional premium; and the Board will pay 94% of the Alternate PPO premium, employees pay 6% of the Alternate PPO premium for the 2014-15 contract year. The Board will pay 86% of the Traditional premium, employees pay 14% of the Traditional premium; and the Board will pay 93% of the Alternate PPO premium, employees pay 7% of the Alternate PPO premium for the 2015-16 contract year. The Board will pay 85% of the Traditional premium, employees pay 15% of the Traditional premium; and the Board will pay 92% of the Alternate PPO premium, employees pay 8% of the Alternate PPO premium for the 2016-17 contract year.

The Board will pay 90% of the High Deductible Health Plan premium, and employees will pay 10% of the high Deductible Health Plan premium for the 2014-15, 2015-16 and the 2016-17 contract years. The Board of Education will match 100% of the full time employee's contribution to the Health Savings Account up to \$1,500 family or \$1,000 single each plan (calendar) year. For part time employees, the Board of Education will match 100% of the employee's contribution to the Health Savings Account up to these amounts, based on the employee's FTE.

The yearly open enrollment period for the health plan will be determined by the plan administrator.

The other plans offered by the Mercer/Auglaize Benefit Trust will be available to employees. The Board will contribute the same amount as detailed above; employees will pay the difference between that amount and the cost of each plan.

The Board agrees to absorb increases in the insurance premiums up to 8% per fiscal year. The Board and employees covered by the bargaining agreement would equally split any increases in excess of 8% in any one fiscal year up to a maximum increase of 2.5% for the employee during any one fiscal year. In that event, the percentages detailed above will be adjusted accordingly.

c) Fringe Benefit Bonus Program

Any current employee, or employee hired in the future, who is enrolled or who enrolls in less insurance coverage than for which he/she is eligible, shall receive an annual payment based on twenty percent (20%) of the Board's net savings resulting from this action. The 20% bonus for non participation will be paid in the first pay in December, prorated on each calendar year.

If both members of a husband and wife couple are employees of the Fort Recovery Local Schools, only one of them shall be considered eligible for Board paid family insurance plans. If both members of a husband and wife couple are receiving insurance benefits through Mercer Auglaize Benefit Trust, the fringe benefit bonus program will not be offered to them.

The Health Insurance Committee will review the bonus rates annually, and may recommend modifications of these rates as necessary for the succeeding calendar year as necessary. Prior to implementation of any changes in the bonus rates, the Board recognizes its responsibility to negotiate same with the FREA.

This program may be reviewed each December by both the Board and the FREA. Each party will have the option each year of discontinuing the program for the succeeding calendar year, upon written notification to the other party.

A fringe benefit form is found in Appendix C of this agreement and is due no later than September 30<sup>th</sup>.

3. Dental Insurance

The Board of Education shall provide and pay for a single or family dental insurance program that is the best plan offered by the consortium for all its certificated/licensed employees. The Board will pay 87% of the premium, employees pay 13% of the premium for the 2014-15 contract year. The Board will pay 86% of the premium, employees pay 14% of the premium for the 2015-16 contract year. The Board will pay 85% of the premium, employees pay 15% of the premium for the 2016-17 contract year.

4. Optical Insurance

The Board of Education will pay up to a \$120.00 premium for Optical Insurance per contract year.

5. Part time Teachers

Part time Teachers shall be entitled to the pro-rated FTE of health, dental, prescription and optical benefits.

6. Health Insurance Committee

A four (4) member Health Insurance Committee shall be established and maintained no later than September 15, 2001 with two (2) representatives appointed by the Association and two (2) representatives appointed by the Board.

The purpose of the Health Insurance Committee shall be to improve the quality of health care and lower the cost of health insurance for all enrollees of any District health insurance plan(s).

The duties of the Health Insurance Committee shall be to review and analyze all pertinent health care and health insurance information germane to the stated purpose of the Committee and recommend policy regarding health insurance and health care systems for the District.

The committee's area of review and council may include, but are not limited to the following:

Review of current plan provisions and proposals for any modification in the benefit plans;

Recommendation of any health insurance education programs for current and potential employees; and

Review of any additional cost containment measures that may alter the delivery of health care services, while maintaining quality, and not shifting any costs of the plans to the employees.

If consensus as to plan modifications or changes occurs, the new proposal(s) shall be submitted to the Board and to the Association for ratification.

The Administration shall provide the Committee with information on bargaining unit claims and experience, financial reports and other data as requested by the Committee.

No information shall be provided that identifies an individual employee's confidential health status.

Members of the Committee shall not be subject to any adverse impacts due to membership on said Committee.

The Committee shall determine the duration and frequency of all regular meetings.

Work products shall be furnished to the Administration and Association on a quarterly basis.

#### **ARTICLE XIV - SEVERANCE PAY**

Severance pay is defined as payment for unused sick leave upon retirement.

Upon the effective date of retirement from active service of any certificated/licensed employee of the Fort Recovery Local School District who meets the state requirement, and has a minimum of ten (10) years of active service with the district, such employee shall be paid in accordance to the guidelines of the Fort Recovery School's Accumulated Leave Plan with ING.

The payment shall be based on the employee's daily rate of pay at the time of retirement. The maximum payment shall be for one-fourth (1/4) of one hundred and fifty (150) accumulated sick days plus an additional two and one-half (2 ½) days for each year over twenty (20) years of service with the Fort Recovery Local School system (if such days are accrued) up to a maximum of sixty five (65) days.

For the purposes of calculating the daily rate, the employee's regular salary plus the full time bonus and longevity payments detailed on the bottom of the salary schedules will be utilized. Supplemental contract salaries will not be utilized for the calculation of daily rate.

*ex. a teacher who has accumulated 210 sick days and has a per diem pay rate of \$346.60 (including full time bonus plus longevity) and has worked 33 years is calculated below.*

<i>150(max) days x 25%</i>	<i>= 37.50 days</i>
<i>2.5 x (33-20)</i>	<i>= 32.50 days</i>
<i>37.5 + 32.5</i>	<i>= 65 days (max)</i>
<i>65 days x \$346.60</i>	<i>= \$22,529</i>

*Therefore, this certified employee would receive a severance package of \$22,529. Employees cannot be paid for more days than they have accumulated in sick leave.*

Employees shall meet with all the guidelines of the Fort Recovery School's accumulated Leave Plan with ING. Payment for sick leave on this basis will eliminate all sick leave accumulated in the State of Ohio by the employee and shall be paid only once to any employee..

## ARTICLE XV

### SUPPLEMENTAL SEVERANCE PAYMENT FOR RETIREMENT AT INITIAL ELIGIBILITY

1. The purpose of the Retirement at Initial Eligibility program is to provide a financial incentive to teachers to consider beginning their service retirement during their first year of retirement eligibility under State Teachers Retirement System (STRS) standards.
2. Full time teachers who notify the Board of Education by April 1 that they intend to begin their STRS service retirement no later than the start of the succeeding school year, and who begin their STRS service retirement eligibility, shall be eligible to receive an additional sixty (60) days of severance pay. This payment shall supplement any other severance pay to which the teacher would otherwise be entitled due to sick leave accumulation. The supplemental payment shall be paid in accordance to the guidelines of the Fort Recovery School's Accumulated Leave Plan with ING.

For the purposes of calculating the daily rate, the employee's regular salary plus the \$1,500.00 payments detailed on the bottom of the salary schedules, and longevity payments will be utilized. Supplemental contract salaries will not be utilized for the calculation of daily rate.

3. To be eligible for this supplemental severance payment, the retiring teacher must have completed at least ten years or its equivalent of regular, full time employment in the Fort Recovery Local Schools, and must complete all obligations under his/her contract for the current school year through the end of May. In other words, a teacher who begins his/her service retirement during the school year and prior to June 1 is ineligible for a supplemental payment under this program.
4. It is the expressed intent of both the Board and FREA that teachers will be eligible for a supplemental severance payment under this program only once - at their first year of STRS service retirement eligibility. The determination of the first year of STRS retirement eligibility shall include any retirement credit which the employee is eligible to purchase, but has not yet purchased.
5. For all teacher retirements under this program after 9/01/92, it shall be the employees' responsibility to provide acceptable written verification that his/her retirement date will indeed be the first time he/she will be eligible for STRS service retirement.
6. This supplemental severance payment for full time teachers shall be prorated for part-time teachers in proportion to their current percentage of a full time contract.
7. This program may be reviewed annually by the Board and/or FREA. Each party will have the option of discontinuing this program for the succeeding calendar year, upon written notification to the other party. In addition, the Board may annually unilaterally adjust the actual number of days of supplemental severance pay without incurring a duty to further bargain this policy with the association.

## ARTICLE XVI - MISCELLANEOUS ITEMS

### 1. Elementary Class Load

The District will attempt by administrative action to avoid exceptional class loads in elementary areas.

### 2. Extra Duty Program

The extra duty program will consist of a list of mutually agreed upon positions. It will be the responsibility

of the FREA to administer this program of duties. No teacher will be asked to perform more than one duty. The completed list of duties will be presented to the Superintendent. In lieu of compensation, \$750.00 will be paid by the Board of Education to the FREA, for use in funding the employee banquet and to assist with the FREA scholarship.

3. Building Incentive

Building incentive will be available to all teachers covered under this agreement plus licensed preschool teachers employed by the district.

Activities which automatically count include

- "Meet the Teacher" night
- Freshman orientation
- Open house,
- Grade level/content area meetings,
- ,Grading practice OGT,OAA, Dibels, AIMS Web, SLO assessments,
- Summer Reading Counts

District Leadership Teams (DLT) will determine other meetings/activities that will count towards building incentive. To qualify for building incentive the meeting/activity must occur outside school hours. The meeting/activity must not qualify for district inservice and the teacher may not already be receiving compensation for the meeting/activity.

Hours will be in half hour segments only, rounded down to the nearest half hour. Teachers who share buildings may turn their hours in to either building. The SLT's shall determine and keep track of all hours and payments made for building incentive. They will decide on the forms to be used and the deadlines for submission of hours. Payment will be made as a stipend at the end of the year according to the following thresholds:

5 hours	\$ 50.00
10 hours	\$100.00
15 hours	\$150.00

There will be no partial payments. The thresholds must be met to receive payment. There will be no stipends paid for hours above the maximum of 15. The maximum payment that a teacher may receive is \$150 as the thresholds are not cumulative.

## ARTICLE XVII - COMPLAINTS AGAINST TEACHERS

1. Outline of Procedure

<u>Step 1</u>	<u>Building Principal</u>
<u>Step 2</u>	<u>Superintendent</u>
<u>Step 3</u>	<u>Board of Education</u>

2. Procedure

A complaint shall be defined as a written complaint or a verbal complaint given to a building principal or superintendent.

Regardless of what level a complaint is made against a teacher, said complaint shall first be referred to the teacher's building principal. This shall include any complaints made at public Board meetings.

<u>Step 1</u>	<u>Building Principal</u>
---------------	---------------------------

Complaints lodged against teachers by students, parents, or members of the community shall be referred to and should be resolved informally by the building principal. If the principal is not able to resolve the complaint informally, he/she will inform the teacher(s) who are the subject of the complaint, oral or written, lodged in accordance with this paragraph as soon as possible after the informal resolution attempt is completed. Prior to

informing and/or involving the teacher in the complaint process defined in this Section, all complaints shall be reduced to writing. A copy of same shall be given to the teacher upon involvement in this complaint process. If/when the teacher is provided the copy of the written complaint, the principal shall arrange a meeting between the teacher and the source of the complaint.

Step 2 Superintendent

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at the building level, the complainant shall have the complaint reduced to writing for submission to the Superintendent.

Step 3 Board of Education

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at the Superintendent's level, the complainant may submit a written complaint to the Board of Education. Such meeting shall be held in Executive Session of the Board. Complaints lodged with the Board first shall immediately be referred to the first step of this procedure. If/when the complaint is submitted to the Board of Education and if/when a meeting of the Board is scheduled to be held in Executive Session regarding the complaint, the Teacher(s) shall be provided notice of the meeting and shall be provided the right to attend and participate in the complaint resolution process. The teacher(s) shall not forfeit the right to representation in such matters.

3. General Provisions

At every step of this procedure, the teacher(s) shall be invited to any meeting where the complainant has secured professional representation of his/her interests. The teacher(s) shall not forfeit the right to obtain representation prior to the formal complaint being heard.

The teacher(s) and his/her representative shall be informed and invited to any meeting held at the Superintendent or Board level contained in Steps 2 or 3 above to discuss the complaint if the complainant and/or his/her representative(s) are present. The complainant and/or the teacher may be accompanied by representative(s) of their choosing. Conferences regarding such complaints shall be private.

Any material placed in the teacher's folder must meet the conditions of Article IV, 6, of Personnel Files.

**ARTICLE XVIII – COMMITTEES**

**1. Committees of the Board, Administration, and the Association shall be in effect.**

**Joint Committee**

- a. The Fort Recovery Local School District shall establish a special committee to deal with inclusion, class size, special education, site-based management and budgeting, curriculum, and staffing concerns.

This committee shall meet regularly at least once each semester and at other times as requested by either party to discuss the issues or situations that arise regarding the items addressed above.

- b. The committee shall be composed of three (3) representatives selected by the district and three (3) representatives appointed by the Association. The committee is advisory in nature and shall submit reports to the Fort Recovery Local District Superintendent and the Association President.
- c. In addition, a teacher who has already sought assistance of his/her building principal in resolving problems that are related to including students with disabilities in the regular classroom may also request a special meeting with the committee.
- d. The committee will make an effort to provide appropriate assistance to the bargaining unit member(s) for the benefit of the students.

Health Insurance Committee (Article XIII, Section 6)

Supplemental Contract Review Committee (Article XII Section 8D)

Evaluation Committee (Article IV, Section 3i)

Sick Leave Bank Committee (Article VII, Section 2)

2. District & Building Committees

a. District Leadership Team (DLT)

b. Staff Leadership Team (SLT) – each building shall meet at least once per quarter, unless mutually agreed otherwise.

### **ARTICLE XIX – EMPLOYMENT OF RETIRED TEACHERS**

Any retired teacher employed by the Fort Recovery Board of Education will be paid at the six (6) years experience step for their current educational degree level. If the retired teacher is re-employed in subsequent years, he/she will remain at the six (6) year step, but will receive the benefit of any negotiated base salary increase.

The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year.

The retired teacher will be eligible for the same Board paid fringe benefits as the regular staff. Retired teachers are not eligible to participate in the Fringe Benefit Bonus Program for insurance.

Retirement constitutes a break in service to the Fort Recovery Local School District for the purpose of severance, service credit, seniority, reduction in force, sick leave, Medicare, etc. However, the retired teacher may again accrue sick leave (starting from zero (0) days) at the same rate as other teachers. The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.

A teacher shall be deemed "retired" under this agreement when he/she has been approved for service retirement by any State Teachers Retirement System. A teacher may only retire once, and is therefore not eligible for further severance pay.

An active teacher who is not yet retired will not be expected to give up any of his/her severance pay, including any Retirement at Initial Eligibility supplemental severance for which he/she would otherwise be eligible, in order to be eligible for reemployment as a retired teacher.

The parties intend for this provision to supersede any conflicting provisions of ORC 3139.08, 3319.111, and 3319.11.

#### Indemnification

The Fort Recovery Local Board of Education shall indemnify and save the Fort Recovery Education Association (FREA) and its affiliate organizations, FREA officers and individual FREA members harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this Article. The Board and the FREA shall negotiate to amend this Article if any provision becomes invalid, unlawful or unenforceable. The Board shall administer the Employment of Retired Teachers provision in a valid, lawful and enforceable manner.

## OTES Pre-Conference Questions

1. What is the focus for the lesson? (What are your learning objectives/standards and measurable goals?)
2. What prior knowledge do students need? (How is the lesson appropriate for the students in your classroom? What should the evaluator know about the student population?)
3. What instructional strategies and methods/ resources and materials were used to engage students and promote independent learning and problem solving? (What are some ways that you will address confusion or strategies that will help the students succeed?)
4. How will different grouping strategies be used? (Are there varied learning situations?-whole, cooperative, small group, independent)
5. How will you check for understanding? (additional clarification, timely feedback, what type of assessment data?)
6. How will you use assessment data to inform your next steps? (What sources of data will you use to move on?)
7. Are there connections to previous and future learning? (How will you make this connection with the students?)
8. What assessment data was examined to inform the planning of the observed lesson? (diagnostic, formative, summative and formal/informal assessment techniques)

## OTES Post Conference Questions

1. How did this lesson connect to student's real life experiences and/or possible careers? (Can they apply their learning to different content areas to solve problems?)
2. How did you ensure this lesson was student led? (Is there a balance of teacher directed instruction and student led learning? Can you provide examples?)
3. Why is it important to provide varied options for student mastery? (Did you provide varied strategies, materials and/or pacing for students individual needs?)
4. How did/do students take ownership of their learning?
5. How was respect for all modeled and taught? (How do you respond to students? Do you make eye contact?)
6. How did you check for understanding? (What ways did you collect your data?)
7. Discuss ways you reflect and analyze your teaching.

**Appendix B**

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Grievant

**LEVEL ONE - GRIEVANCE FORM**

This form should be prepared in quadruplicate. A copy will be returned to grievant indicating any action taken by the Principal or Immediate Supervisor.

Date \_\_\_\_\_

Grievant's Name \_\_\_\_\_

Building \_\_\_\_\_ Subject or Grade \_\_\_\_\_

Nature of Grievance (Give dates, names, and other pertinent information).  
Use back of the form if needed.

I hereby request the Fort Recovery Education Association to assist me in processing this grievance.

Signed \_\_\_\_\_

Reply: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signed \_\_\_\_\_  
Principal or Immediate Supervisor

- Original - Grievant
- Copy 1 - Grievance Committee Chairman
- Copy 2 - Building Principal
- Copy 3 - Superintendent
- Copy 4 - Board President

Date \_\_\_\_\_

Signed \_\_\_\_\_

### LEVEL TWO - GRIEVANCE FORM

This form should be prepared in quadruplicate. A copy will be returned to the grievant indicating any action taken by the Superintendent.

I (we) am (are) not satisfied with the disposition of my (our) grievance at the previous step and hereby appeal to the \_\_\_\_\_

Reasons and/or Comments:

Signed \_\_\_\_\_

Reply:

Date: \_\_\_\_\_

Signed \_\_\_\_\_  
Superintendent

- Original - Grievant
- Copy 1 - Grievance Committee Chairman
- Copy 2 - Board of Education, President
- Copy 3 - Superintendent

**Appendix C**

**Fort Recovery Local Schools  
Fringe Benefit Bonus Program**

**APPLICATION**

Employee Information

Name \_\_\_\_\_ Marital Status \_\_\_\_\_

Social Security Number \_\_\_\_\_

Benefit Eligibility

I believe I am currently eligible for the following  
Fort Recovery Schools fringe benefits:

Family                      Single                      Not Eligible

Hospitalization/Major Medical                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Prescription Drug                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Dental Insurance                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Optical Insurance                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Current Benefits (COMPLETE ONLY IF DIFFERENT FROM ABOVE)

Family                      Single                      No Coverage

Hospitalization/Major Medical                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Prescription Drug                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Dental Insurance                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Optical Insurance                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

**\* Forms are to be turned into the Treasurer's office no later than September 30<sup>th</sup>.**

**Office Use only**

TWENTY PERCENT (20%) BONUS REQUEST(S)

Bonuses are paid to current employees and newly employed persons who are presently enrolled in, or who choose to enroll for, less fringe benefits than for which they are eligible. The PPO Plan will be used as the base to calculate the hospital/major medical bonus. Please check as many as apply:

- |    |  | <u>Bonus Calculation</u> |
|----|--|--------------------------|
| 1. | _____ I am eligible for family hospital/major medical, but am taking no hospital/ major medical.                   | _____                    |
| 2. | _____ I am eligible for family hospital/major medical, but am taking single hospital/ major medical.               | _____                    |
| 3. | _____ I am eligible for single hospital/major medical, but am taking no hospital/ major medical.                   | _____                    |
| 4. | _____ I am eligible for family prescription drug insurance, but am taking no prescription drug insurance.          | _____                    |
| 5. | _____ I am eligible for family prescription drug insurance, but am enrolled in single prescription drug insurance. | _____                    |
| 6. | _____ I am eligible for single prescription drug insurance,  | _____                    |

- 7. \_\_\_\_\_ but am taking no prescription drug insurance. \_\_\_\_\_  
I am eligible for family dental insurance, but  
am taking no dental insurance. \_\_\_\_\_
- 8. \_\_\_\_\_ I am eligible for family dental insurance, but  
am enrolled in single dental insurance. \_\_\_\_\_
- 9. \_\_\_\_\_ I am eligible for single dental insurance, but  
am taking no dental insurance. \_\_\_\_\_
- 10. \_\_\_\_\_ I am eligible for family vision insurance, but  
am taking no vision insurance. \_\_\_\_\_
- 11. \_\_\_\_\_ I am eligible for family vision insurance, but  
am enrolled in single vision insurance. \_\_\_\_\_
- 12. \_\_\_\_\_ I am eligible for single vision insurance, but  
am taking no vision insurance. \_\_\_\_\_

**APPLICANT'S STATEMENT**

In voluntarily submitting this application, I understand:

-The annual bonus payment will be paid on the first pay date in December each year, or the first pay after the last pay for an employee who is leaving our employment due to retirement, resigning, etc. For employees who are not enrolled in this bonus program for a full year, such as new or retiring employees, the bonus payment will be prorated on full months only.

-I understand I may re-enroll for discontinued coverage during any November with effective date of January 01 for any reason; or at any time should I become ineligible for coverage under my spouse's coverage.

-By this waive of coverage, I understand it is my sole responsibility to be certain I am adequately covered by my spouse's insurance plan and/or through self insurance.

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Employee's Signature

**APPROVAL**

\_\_\_\_\_ Application approved

\_\_\_\_\_ Application not approved

Reason if not approved:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix D**

**FORT RECOVERY LOCAL SCHOOLS**

400 East Butler Street  
P.O. Box 604  
Fort Recovery, OH 45846  
(419) 375-4139

**Authorization Agreement for Direct Deposit**

**Section I:**

I hereby authorize FORT RECOVERY LOCAL SCHOOLS, 34-6400516, (hereinafter called SCHOOL DISTRICT) to initiate credit entries to my account or accounts as listed below, and the FINANCIAL INSTITUTION named below to credit the same to such account.

1) Financial Institution Name: \_\_\_\_\_

Street/City/State/Zip: \_\_\_\_\_

Transit Routing #: \_\_\_\_\_ (obtain from financial institution)

Checking Account #: \_\_\_\_\_ Amount (if Fixed): \_\_\_\_\_

Savings Account #: \_\_\_\_\_ Amount (if Fixed): \_\_\_\_\_

2) Financial Institution Name: \_\_\_\_\_

Street/City/State/Zip: \_\_\_\_\_

Transit Routing #: \_\_\_\_\_ (obtain from financial institution)

Checking Account #: \_\_\_\_\_ Amount (if Fixed): \_\_\_\_\_

Savings Account #: \_\_\_\_\_ Amount (if Fixed): \_\_\_\_\_

This authority is to remain in full force until SCHOOL DISTRICT has received written notification from me of its termination in such timely manner as to afford SCHOOL DISTRICT and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Print Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Reverse side must be completed by Financial Institution)

Note: To insure accuracy, please provide a deposit slip with the name of the institution and the account number to the SCHOOL DISTRICT (this is required).



## Appendix F

### Part-time Teacher Calculation

School Year \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

	Time Taught in Minutes (Assigned)
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
<b><u>Total Minutes</u></b>	$\div *1715 = \quad \%$

\* From Appendix F

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

\_\_\_\_\_  
Date

**Appendix G**

**Fort Recovery Local Schools  
Certified Request for personal day payment/carry over**

**Request to carry days over must be turned into the Treasurer's office no later than teacher records day of the current year.**

Date: \_\_\_\_\_

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

I have \_\_\_\_\_ unused personal days available.

I am requesting to have \_\_\_\_\_ personal days paid to me at the rate of \$100.00 per day or part thereof.

I am requesting to have \_\_\_\_\_ personal days carried over to the next school year in lieu of payment for that day. (Employees may carry over up to two unused personal days. The total of personal days may not exceed *five* days.)

It will be assumed that an employee is not requesting to carry over any unused personal days if this form is not received in the Treasurer's office no later than teacher records day. A payment will then be processed for any unused personal days.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Appendix H**

**COLLEGE COURSE WORK APPROVAL**

**Fort Recovery Local School District  
Fort Recovery, OH 45846**

PAYABLE TO \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

COLLEGE ATTENDING \_\_\_\_\_

COURSE \_\_\_\_\_ COST OF COURSE FOR EMPLOYEE \_\_\_\_\_

CREDIT HOURS: \_\_\_\_\_ Quarter Hours \_\_\_\_\_ Semester Hours

COURSE STARTS \_\_\_\_\_ COURSE ENDS \_\_\_\_\_

COURSE WORK LEADING TO \_\_\_\_\_

Signature – Requestor \_\_\_\_\_

Signature-Superintendent \_\_\_\_\_

Payment for this course will count toward your 8 hours maximum beginning August 1,  
\_\_\_\_\_ (year-based on the date the class starts)

**College Tuition Reimbursement:**

A teacher will be reimbursed up to \$127.50 per semester hour up to eight (8) semester hours per year beginning August 1 and ending July 31. Course work must be related to education and must have prior approval of the Superintendent. Reimbursement will be paid after receipt of an official transcript showing successful completion of course(s). The maximum amount that can be expended per year is \$16,000.00.

Reimbursement will be based on a teacher's full time equivalency (FTE) status and must be requested within six months of the completion of coursework or it will be forfeited.

In order to qualify for this reimbursement it is expected that the regularly certificated/licensed teaching individual receiving tuition reimbursement will not request to be released from employment for a period of two (2) years. If such a release is requested and granted, the amount of tuition reimbursement received during that time period for the course(s) shall be reimbursed to the Board of Education by such employee.

**OFFICE USE ONLY:**

Purchase Order No.: \_\_\_\_\_

Account No.: \_\_\_\_\_

Master Contract page 28

**Appendix I**

**APPLICATION TO BORROW DAYS FROM SICK LEAVE BANK  
(File in duplicate)**

I apply to borrow \_\_\_\_\_ day(s) from the district sick leave bank, to be used as stipulated in Article VII, number 2.

Estimated duration of illness \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHED IS MY PHYSICIAN'S STATEMENT REGARDING SAID ILLNESS.

I agree to repay days borrowed from the sick leave bank per the Master Agreement Article VII, Sick Leave Bank on page 16.

Signed \_\_\_\_\_ Social Security # \_\_\_\_\_  
(applicant)

Date \_\_\_\_\_

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TO: TREASURER/PAYROLL DEPARTMENT

The above sick leave bank member has been approved by the Sick Leave Bank Committee to borrow \_\_\_\_\_ day(s) from the Sick Leave Bank.

Signed \_\_\_\_\_  
(Committee Co-chairperson,  
Sick Leave Bank Committee)                      (Committee Co-chairperson,  
Sick Leave Bank Committee)

Date \_\_\_\_\_ Date \_\_\_\_\_

COPY: Treasurer  
Borrower

## INDEX

Article 1:	Terms of Agreement.....	1
	Signature Page.....	2
Article 2:	Definitions .....	3
Article 3:	Document Governing Collective Bargaining.....	4
	Recognition .....	4
	Exchange of Information.....	4
	Negotiations .....	5
	While Negotiations Are In Progress.....	5
	Impasse Provision .....	5-6
	Severability .....	6
Article 4:	Teacher Contracts, Evaluation, Vacancy Posting Procedures.....	6
	Contracts.....	6-7
	Renewal/Non-Renewal of Regular Limited Contracts .....	7
	Teacher Evaluation Process.....	7-9
	Posting of Teacher Vacancies.....	9
	Certification/License Maintenance.....	9
	Personnel File.....	9-10
Article 5:	Grievance Procedure.....	10
	Definitions .....	10
	Purpose.....	10
	Procedure .....	10-11
	Level One – Formal Procedure.....	11
	Level Two – Superintendent of Schools .....	11
	Level Three – Arbitration .....	11-12
	Rights of Teacher to Representation.....	12
	Group Grievances.....	12
	General Provisions .....	12-13
	All Grievance Forms .....	13
Article 6:	Reduction in Force.....	13-14-15
	Seniority Defined .....	14
	Equal Seniority.....	14
	Order of Reduction.....	14-15
Article 7:	Leaves of Absence .....	15
	Sick Leave .....	15
	Sick Leave Bank .....	16
	Child Care Leave .....	16
	Professional Leave .....	17
	Personal Leave .....	17
	Court Duty/Jury Duty .....	17-18
	Short Term Unpaid Leave.....	18
	Family and Medical Leave Act.....	18
	Long Term Unpaid Leave .....	18-19
	Calculation of Short Term Unpaid Leave and Long Term Unpaid Leave.....	19
Article 8:	Training .....	19
	District Inservice Training .....	19-20
	Staff Development Day(s).....	20
Article 9:	Teacher Rights.....	21
	Duty Free Lunch Period.....	21
	Prep Time .....	21
	Work Day .....	21
	Open Enrollment .....	21
	Attendance at School Sponsored Activities/Events.....	21
Article 10:	Association Rights .....	21-22

Article 11:	Building Budget.....	22
Article 12:	Compensation – Salary Schedule – 8-1-2012.....	23
	Compensation – Salary Schedule – 8-1-2013.....	24
	Supplemental Salary Index .....	25-26
	Junior High Coaches.....	27
	Vo-ag .....	27
	LPDC .....	27
	College Tuition Reimbursement .....	27
	State Teachers Retirement System – Pick Up .....	27
	Twenty Six Pay Periods .....	28
	Direct Deposit .....	28
	Payroll Deductions.....	28
	Supplementals .....	28-29
	Part-time Teacher Calculation .....	29
	National Board of Recertification .....	29
Article 13:	Insurance Benefits .....	29-31
	Life Insurance .....	29
	Health Insurance.....	29-30
	Fringe Benefit Bonus Program .....	30
	Dental Insurance.....	30
	Optical Insurance.....	30
	Part time Teacher .....	30
	Health Insurance Committee .....	30-31
Article 14:	Severance Pay.....	31
Article 15:	Supplemental Severance Payment for Retirement at Initial Eligibility.....	31-32
Article 16:	Miscellaneous Items .....	32-33
	Class Load .....	32
	Extra Duty Program .....	32
	Building Incentive Program .....	32-33
Article 17:	Complaints Against Teachers .....	33-34
	Outline of Procedure .....	33
	Procedure .....	33
	Step 1: Building Principal.....	33
	Step 2: Superintendent.....	33
	Step 3: Board of Education.....	33
	General Provisions .....	33-34
Article 18:	Committees .....	34
Article 19:	Employment of Retired Teachers .....	35
Appendix A:	Administration Teacher Evaluation.....	36-40
Appendix B:	Grievance Form .....	41-42
Appendix C:	Fringe Benefit Bonus Program – Application.....	43
	Applicant’s Statement .....	44
Appendix D:	Direct Deposit .....	45
Appendix E:	Full-time Teacher Calculation .....	46
Appendix F:	Part-time Teacher Calculation .....	47
Appendix G:	Certified Request for personal day payment/carry over.....	48
Appendix H:	College Course Work Approval.....	49