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MASTER CONTRACT

BETWEEN

FAYETTEVILLE-PERRY LOCAL SCHOOLS

AND

FAYETTEVILLE-PERRY EDUCATION ASSOCIATION

[BROWN COUNTY]

JULY 1, 2024 – JUNE 30, 2027

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MEMORANDUM OF UNDERSTANDING 54

ARTICLE I – PREAMBLE

1.01 OBJECTIVE AND PURPOSE

The purpose of the Fayetteville-Perry Local School District, hereinafter referred to as the "Board" is to provide the best educational opportunities for the children of the Fayetteville-Perry Local School District. It is the objective of the Board, the Superintendent, and the instructional staff to provide the highest quality educational progress for the children of the Fayetteville-Perry Local School District.

1.02 COMMON OBJECTIVES

The Board, the Superintendent, and the instructional staff can best attain their common objectives and discharge their respective responsibilities by utilizing the abilities, experiences, and the judgment of each other to resolve matters of concern affecting the quality of the educational program.

1.03 PURPOSE OF CONTRACT

It is the purpose of this document to establish a relationship between the Board and the Association to set forth an orderly procedure for the consideration and mutual resolution of matters of concern of either party.

ARTICLE II – RECOGNITION

2.01 RECOGNITION OF ASSOCIATION

The Board recognizes the Association, an affiliate of the Ohio and National Education Association, as the sole and exclusive bargaining representative of all full-time and regular part-time certificated employees of the Board, excluding substitute teachers, except for substitutes hired in accordance with Article 7.026, administrations, principals, assistant principals and all other employees of the Board.

2.011 DEFINITION OF BARGAINING UNIT MEMBER

A bargaining unit member, as defined in Article 2.01, will be referred to as a "member" or an "employee" throughout this negotiated agreement.

2.02 RECOGNITION OF THE BOARD

The Association agrees that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it without limitation except to the extent the exercise of said authority is in conflict with a provision of this contract. The Association recognizes the right of the Board to implement rules and regulations to govern the District as long as such rules and regulations do not abridge any provisions of the Contract. Except as limited by this contract, the Board shall maintain all rights reposed in it by law to manage and control the school district including:

A. Determine matters of inherent managerial policy as provided in 3313.47 and 3313.20 of the *Ohio Revised Code* which include, but are not limited to areas of discretion of policy such as functions and programs of the Board, standards of school activities, its overall budget, utilization of technology, and the school district organizational structure;

B. Direct, supervise, evaluate or hire employees;

C. Maintain and improve the efficiency and effectiveness of Board operations;

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

E. Suspend, discipline, non-renew, demote, terminate, layoff, recall, transfer, assign, schedule, promote or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the school district;

H. Effectively manage the work force in all aspects;

I. Take actions to carry out the mission of the school district.

2.03 COMMITMENT TO NEGOTIATE

Further, the Board shall not implement any rule or regulation during the length of this contract which would be considered to be a negotiable item under Chapter 4117 of the *Ohio Revised Code*.

ARTICLE III – NEGOTIATION PROCEDURES

3.01 INTENT OF THE PARTIES

The parties agree that all negotiations shall be conducted in good faith and with the intent to reach an agreement which furthers their mutual goal of providing quality education in the District.

3.02 OPENING OF NEGOTIATIONS

Negotiations shall commence within ten (10) days of the notification to reopen, or modify this Agreement between March 15 and March 30 of each school year, or at a mutually acceptable date.

3.03 GOOD FAITH

Good faith involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons or to offer counter proposals. However, neither party is compelled to agree to a proposal or to make concessions. Good faith requires both parties to recognize negotiating as a shared process.

3.04 NEGOTIATION TEAMS

The negotiation teams of both parties shall be limited to a maximum of six (6) members each.

3.05 NEGOTIATION MEETINGS

All negotiating meetings shall be held in executive session after regular working hours unless other times are mutually agreed to.

3.06 EXCHANGE OF PROPOSALS

Each party shall, at the first negotiating meeting, present its proposals. No further proposals shall be made after the first session.

3.07 AGREEMENT

3.071 AGREEMENT REDUCED TO WRITING

When final agreement is reached on all items to be included in the negotiated agreement, this final agreement shall be reduced to writing, initialed by the parties.

3.072 ASSOCIATION RATIFICATION

The written tentative agreement shall be submitted to the members of the Association covered by this Agreement for ratification.

3.073 BOARD ACTION

Upon ratification, said ratification shall be communicated to the Board in writing. Upon receipt of such notice of ratification, the Board shall consider and vote on the Tentative Agreement at the next regular or special meeting of the Board.

3.074 BINDING AGREEMENT

If adopted by the Board, the Agreement shall be executed by the parties and shall be mutually binding.

3.075 REJECTION OF TENTATIVE AGREEMENT

If the Association or Board rejects the package, the impasse provisions of Article 3.08 shall be implemented.

3.08 BARGAINING DISAGREEMENT

3.081 MEDIATION

If after sixty (60) days prior to the expiration of the agreement, or a re-opener, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

3.082 MUTUALLY AGREED TO DISPUTE RESOLUTION

This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14.

3.083 MEDIATION PERIOD

The mediation period shall be thirty (30) calendar days from the first meeting with the mediator. After the thirty (30) days have expired it is agreed that the impasse procedures are completed and the parties are at impasse unless they otherwise mutually agree to extend the mediation time.

3.084 IMPASSE

3.0841 If an agreement has not been reached after forty-five (45) days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

3.0842 The mediation period shall be forty-five (45) calendar days from the first meeting with the mediator. After the forty-five (45) day period has expired and if an agreement has not been reached, then the impasse procedures of this contract shall be deemed to have been completed and an impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses.

3.09 RE-OPENER

For the purposes of this section, a reopener date shall be treated as if it is an expiration date for purposes of allowing the Association the right to strike as provided in O.R.C. 4117.14(D)(2).

ARTICLE IV – ASSOCIATION RIGHTS

4.01 USE OF MAILBOXES

The Association shall have the use of the mail services, mailboxes and electronic e-mail in the buildings for the purpose of transmittal of Association related communications. The Association also shall be accorded space on any bulletin boards in teachers' lounges.

4.02 ASSOCIATION VISITATION

The President of the Association or his/her designee shall be allowed to visit schools in the District for the purpose of meeting with employees covered by this Agreement. The President or his/her designee shall make his/her presence known to the principal upon entering the building. It is understood that such visits will not interfere with or be made during either the President's, the visited teacher's, or teacher's scheduled class, supervisory duties, or planning time.

4.03 COPIES OF BOARD MINUTES/INFORMATION

The Board will make available to the Association upon reasonable request and in reasonable time, copies of all Board agendas, minutes and other information available to the public. One current copy of the complete Board policies, administrative manual, and building handbook shall be kept in each building and shall be available to employees upon reasonable request. The Board shall provide the Association one copy of these documents at no cost to the Association.

4.04 USE OF BOARD FACILITIES

If the Association desires to use any of the Board's facilities in order to conduct Association meetings, it shall request the use of the facility at least three (3) days in advance of said use unless in emergency situations. The request shall be sent to the principal or supervisor in charge of the facility. The Association's request shall not be denied unreasonably by the principal or supervisor in charge of the facility.

4.05 ASSOCIATION PRESIDENT RELEASED TIME

In cases of emergency situations, the President may be released of his/her teaching duties to perform the duties of said office.

4.06 MEMBERS RELEASED TIME

Bargaining unit members may use unpaid released time for Association meetings, conferences or grievance hearings. No more than two (2) representatives to the May OEA Representative Assembly may use one (1) day of personal leave each.

4.07 ASSOCIATION DUES PAYROLL DEDUCTION

The business office will deduct professional dues from any member's salary and forward same to the Association if the member requests said deduction in writing by September 15th of each school year.

4.071 SCHEDULE OF EQUAL DEDUCTIONS

The first deduction will be made from the first paycheck in October and will be withheld in equal amounts through the last pay in August.

4.072 CONTINUING ENROLLMENT

Dues deduction and membership authorization shall be continuous once requested for the duration of this negotiated Agreement, except that such authorization may be revoked by the employee, in writing, from the opening day of school for the staff until September 15 during the first year of this negotiated Agreement. Upon enrollment, the Association will notify the employee that enrollment will be continuous throughout the duration of this negotiated Agreement. The dues deduction authorization provided for herein shall not be revoked except during the open period set forth above. A teacher shall give written notice to the Treasurer of the Board and to the Treasurer of the Association to discontinue such deductions during the window period.

4.08 JOINT ADMINISTRATION-ASSOCIATION COMMITTEE

A joint committee consisting of up to four (4) persons appointed by the Association and four (4) persons appointed by the Board will meet on the third Tuesday of each month and other mutually agreed times to discuss matters of mutual concern.

4.081 PURPOSE OF ADMINISTRATION/ASSOCIATION COMMITTEE

The purpose of this continuing advisory committee shall be to make recommendations concerning school programs, in-service, education problems, building needs, and other similar District matters affecting the teaching staff. It is expressly acknowledged that the Association is not attempting to manage the School District, but to have meaningful and constructive input into matters of mutual concern. It is further expressly acknowledged by the Association and the Administration and the Board that the Administration/ Association Committee is not the vehicle for negotiating items as required by law or this contract.

4.082 MEETINGS AND AGENDA

The Association representatives and the Administration representatives shall exchange written agenda items of matters they wish to discuss five (5) days prior to a scheduled meeting unless otherwise mutually agreed.

4.09 NO REPRISAL

There will be no reprisals of any kind taken against any member of the bargaining unit by reason of his/her membership in the Association or participating in any of its activities or for the utilization of any benefit of the Agreement.

4.10 ASSOCIATION ANNOUNCEMENTS

The Association may use the school public address system for Association announcements. These announcements shall be limited to after school and the first five minutes and the last five minutes of the school day. Representatives of the Association may also make announcements at the end of, but prior to the close of, school faculty meetings.

4.11 FAIR SHARE FEE

This Article is null and void as a matter of law based on the U. S. Supreme Court's decision in *Janus v. AFSCME, Council 31,* 585 U.S.; 138 S. Ct. 2448 (1028). In the event the decision is overturned, the language from this Article contained in the 2019-2022 contract shall be restored.

ARTICLE V – EMPLOYEE CONTRACTS

5.01 NON-RENEWAL OF LIMITED CONTRACTS

Non-renewal of limited contracts shall be in accordance with non-renewal procedures of O.R.C. 3319.11.

5.02 SUPPLEMENTAL CONTRACTS

Employees shall not have to be notified of their contract expiration as set forth in O.R.C. 3319.11.

5.03 CONTINUING CONTRACT STATUS

Employees shall be eligible for continuing contract status in accordance with O.R.C. 3319.11; provided, however, that an employee shall neither be eligible for a continuing contract nor obtain a continuing contract by operation of law where the employee did not notify the Board in writing no later than October 1st of the contract year in which the employee's limited contract is expiring and the employee wishes to be considered for a continuing contract. This article is intended to supersede O.R.C. 3319 only as it relates to the requirement for notification of continuing contract status prior to an employee being eligible to receive a continuing contract.

5.031 EXTENDED LIMITED CONTRACT STATUS

Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected the deficiencies documented during the evaluation process shall be notified of these continued deficiencies in writing by the superintendent as confirmed by the Board on or before May 15th. The teacher may be placed on an extended limited contract not to exceed two (2) years. If the teacher is reemployed at the end of the extended limited contract period, he/she shall be given a continuing contract. This article intends to supersede Ohio Revised Code 3319 as it relates to the process for the provision of an extended limited contract to an employee.

5.04 RESIGNATIONS

Resignations submitted with less than ten (10) days' notice as to the effective date of the resignation shall be binding upon acceptance by the Superintendent.

5.05 RENEWAL OF LIMITED CONTRACTS

The initial employment contract of an employee covered by this Agreement shall be for a term not to exceed one (1) year. Thereafter, if the employee is not eligible for continuing contract status and is reemployed at the expiration of an expiring limited contract, the successor contract shall be for a term of not less than the following schedule except where the Board has provided written reasons.

First Renewal	-	One Year Contract
Second Renewal	-	One Year Contract
Third Renewal	-	Two Year Contract
Fourth Renewal	-	Two Year Contract
Subsequent Renewals	-	Three Year Contract

ARTICLE VI – PERSONNEL FILES

6.01 ONE FILE

A personnel file for each member shall be maintained in the Superintendent's office. This shall be considered to be a confidential file as permitted under Ohio Law and the only official file of recorded information on the member maintained by the Board. No anonymous or parental complaints shall be included in the file unless such complaints result in discipline.

6.02 COPY OF MATERIALS

Any materials placed in the file shall be copied and handed to an employee before its entry into the file at no cost to the employee.

6.03 EMPLOYEE ACCESS TO PERSONNEL FILES

Employees shall have access to their files upon reasonable request. If an employee wishes to review the file, the employee should contact the Superintendent's office in order to schedule a review of the file. The request shall be granted at a mutually agreeable time not to exceed two (2) working days unless the Superintendent or designee is not physically available in which case the request shall be granted in not more than five (5) working days.

6.04 RESPONSE AND MATERIAL REMOVAL

The member shall have the right to have material removed from the files, excluding evaluations, in accordance to Chapter 1347 of the *Ohio Revised Code*. The employee shall also have the right to rebut or add written comments to any information in the file.

6.05 RIGHT TO GRIEVE

In the event the member feels any material constitutes harassment or intent to cause professional harm to the member, the member shall have the right to file a grievance.

6.06 NON-USE OF MATERIAL

Materials which are kept in the file after three years shall not be used to take action against the employee's contract unless the material is of a serious nature. For reasons of this contract "serious" shall be used to include material for which the employee has received a reprimand for which the discipline procedure has been bypassed.

6.07 RIGHT TO REPRESENTATION

Any member who requests to see his/her file shall have the right to have a representative present with him/her while viewing his/her file.

6.08 CHALLENGE OF MATERIAL

Any member who challenges the materials placed in his/her personnel file shall have the right to have an investigation conducted of such materials in accordance with Chapter 1347 of the *Ohio Revised Code* (O.R.C.). In the event the member disagrees with the findings of the investigation, the member shall have the right to file a grievance at Level Three of the grievance procedure. The substance of evaluations is excluded from this section.

ARTICLE VII – SENIORITY, VACANCIES AND TRANSFERS

7.01 DEFINITIONS

7.011 ASSIGNMENT DEFINED

Means the teaching and/or subject area and grade taught and the building in which the member is presently assigned.

7.012 INVOLUNTARY TRANSFER DEFINED

An involuntary transfer is a change in the member assignment not requested by the member.

7.013 SENIORITY DEFINED

Seniority will be defined as the length of continuous service in the School District, provided however, that seniority will not be interrupted by authorized unpaid leave of absence.

7.0131 TIE IN SENIORITY

If two (2) or more staff members have the same length of continuous service, seniority will be determined by:

1. The date of the Board meeting at which the member was hired.
2. The date the member signed his/her initial limited contract in the District.
3. If any ties remain after (1) and (2) above, they will be broken by lot.

7.014 VOLUNTARY TRANSFER DEFINED

A change in a teaching position from one building to another building or from one grade level to another grade level at the request of the member.

7.015 VACANCY DEFINED

A vacancy shall be defined for purposes of this agreement as a position within the bargaining unit presently unfilled which the Board intends to fill, including newly created positions, summer school, and evening school.

7.02 VACANCIES

7.021 POSTING OF VACANCIES

Vacancies occurring within the bargaining unit, including newly created positions, and supplemental, shall be sent electronically and transmitted over the "One Call" system to members of the bargaining unit.

7.022 POSTING PERIOD

Positions as above described shall be posted at least three (3) school days prior to being filled.

7.023 APPLICATION PROCESS

Members may apply for such positions by submitting a written application to the personnel office.

7.024 CRITERIA FOR FILLING VACANCIES

In filling transfers, seniority, years of experience in the position, and degree or hours of education in the position shall be considered. Members may ask for a transfer in areas in which they are certified.

7.025 VACANCIES DURING THE SCHOOL YEAR

Vacancy(ies) which occurs on or after the first day of school may be filled by a substitute, which includes those employees that are not currently under contract with the Board, and employed pursuant to 3319.10 O.R.C. or on a regular limited contract. The person so employed shall be automatically non-renewed effective the end of the school year so that this position can be posted as vacant for the next school year. Neither the substitute employee nor the association shall grieve or otherwise challenge the non-renewal. The employee hired into the position on a regular limited contract or who serves in one specific teaching position for 60 or more days shall have all rights and benefits under this contract except for the rights contained in 5.01, Non-renewal, Article XI, Evaluation, and Article VII, Seniority.

7.0251 SCHEDULE OF POSTING OF VACANCIES OCCURRING DURING THE SCHOOL YEAR

All positions filled pursuant to the preceding paragraph shall be posted as vacant beginning April 1 for the next school year. Vacancies which occur after March 30 shall be posted as vacant for the next school year as soon as they become known. These positions shall be posted at least five (5) days except as limited in Article 7.025.

7.0252 SUMMER VACANCIES

Prior to the last day of school, employees wishing to be considered for transfer shall notify the Superintendent, in writing, of the position they wish to be considered for if openings occur during the summer months. Positions so posted prior to July 20 shall not be filled for at least three (3) business days after the mailing and/or positing of a notice of the vacancy. Application for these positions should be made in the same manner as previously described. Notification of vacancies occurring during the summer shall be posted electronically on the District's website and transmitted over the "One Call" system to members of the bargaining unit. Vacancies which occur on or after August 10 shall be subject to posting requirements, yet with the exception and understanding that the posting period shall be reduced to three (3) days.

7.0253 TRANSFERS DURING THE SCHOOL YEAR

The above-referenced Articles 7.026 and 7.0261 refer to new hires, those employees that are not currently under contract with the Board. Vacancies during the school year may be filled by transfers. These transfers will be viewed and acted upon the same as any other internal transfer pursuant to the collective bargaining agreement and are not subject to the provisions in Articles 7.026 and 7.0261 referring to new hires.

7.026 ANTI-NEPOTISM

A bidder shall not be awarded the vacant position if he/she would be supervised by a family member such as, but not limited to, the employee's spouse, children, grandchildren, parents, grandparents, brothers, sisters and any one related by blood or marriage and residing in the same household.

7.03 INVOLUNTARY TRANSFERS

7.031 30-DAY NOTICE OF INVOLUNTARY TRANSFER

An involuntary transfer will be made only after the employee has been given thirty (30) days' notice of the effective date of the transfer.

7.032 LESS THAN 30-DAY NOTICE OF INVOLUNTARY TRANSFER

Involuntary transfers, where less than thirty (30) days' notice is given, may be made for the following reasons:

a. deaths

b. illnesses

c. resignation of employees

d. shifts in student enrollment

e. for other good cause (i.e., other emergency situations).

7.033 FACTORS FOR INVOLUNTARY TRANSFERS

The following factors shall be considered when making involuntary transfers.

a. the education needs and priorities of the district.

b. seniority in the system

c. years of total teaching experience

d. teaching experience within the area involved

e. the educational training of the employee

f. the wishes of the employee and principal involved.

7.034 RIGHT TO REASONS FOR INVOLUNTARY TRANSFERS

If an employee is to be involuntarily transferred, upon written request, shall have a meeting with the Superintendent to discuss the reason(s) why he/she has been transferred. The employee shall have the right to representation at this meeting.

ARTICLE VIII – REDUCTION IN FORCE

8.01 REASONS FOR REDUCTION IN FORCE

When the Board determines it is necessary to reduce the number of certified staff positions because of declining enrollment, shifting student population, closing of schools or financial reasons the following procedures shall be followed.

8.02 MINIMIZING REDUCTION IN FORCE

To the extent possible, the number of members affected by a reduction in force will be minimized by not employing replacements for members who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force.

8.03 SUSPENSION OF CONTRACTS

Reductions needed beyond the number resulting from attrition will be accomplished by suspending contracts then in effect.

8.031 LIMITED CONTRACTS EXPIRING DURING RIF

A limited contract expiring in the calendar year in which the reduction occurs which would otherwise have been renewed shall be renewed in order to provide the employee involved the rights provided for under this Article.

8.032 ORDER OF CONTRACT SUSPENSION

Those contracts to be suspended shall be chosen as follows:

8.0321 PLACEMENT ON SENIORITY LISTS

All (tenured and non-tenured) members in the bargaining unit will be placed on seniority lists in each teaching field for which they are certificated.

8.0322 REDUCTION IN FORCE BY LEAST SENIOR

Reductions in any area of certification will be made from the bottom of the seniority list for that area of certification.

8.0323 NON-TENURED BEFORE TENURED

Reductions will be made from the non-tenured list before proceeding to the tenured list.

8.0324 DISPLACEMENT RIGHTS

A member affected may elect to displace a less senior member in another area of certification if he/she currently holds the required certification and has taught in that area within the previous three years.

8.04 SENIORITY DEFINED FOR RIF

Seniority will be defined as the length of continuous service in the School District, provided however, that seniority will not be interrupted by authorized unpaid leave of absence.

8.041 TIE-IN SENIORITY

If two (2) or more members have the same length of continuous service, seniority will be determined by:

1. The date of the Board meeting at which the member was hired.
2. The date the member signed his/her initial limited contract in the District.
3. If any ties remain after (1) and (2) above, they will be broken by lot.

8.05 RECALL RIGHTS

8.051 RECALL LIST

The names of members whose contracts are suspended as a result of a reduction in force will be placed on a recall list for up to twenty-four (24) months from the effective date of the suspension of the employees' contract. Members on the recall list will have the following rights:

8.052 LIMITATION ON HIRING NEW TEACHERS

No new employees will be employed by the Board while there are members on the recall list who are certified for the vacancy.

8.053 ORDER OF RECALL

Members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.

8.054 NOTICE OF RECALL

If a vacancy occurs, the Board will send an announcement to the last known address of all members on the recall list. It is the member's responsibility to keep the Board informed of his/her current address.

8.055 RESPONDING TO RECALL NOTICE

All members are required to respond in writing to the notice of vacancy within fifteen (15) calendar days, excluding Saturdays, Sundays, and holidays, or within five (5) calendar days if the notice is delivered within twenty (20) calendar days prior to the start of the school year or semester.

8.056 SENIORITY RIGHTS ON RECALL

The most senior of those responding will be given the vacant position.

8.057 FAILURE TO RESPOND TO RECALL

Any member who fails to respond to the notice of vacancy shall be removed from the list.

8.058 REEMPLOYMENT RIGHTS

A member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority as he/she enjoyed at the time of lay-off. The recalled member's placement on the salary schedule and sick leave accumulation shall be the same as he/she enjoyed at the time of layoff.

8.06 All teachers shall be considered comparable until the conclusion of the 2017-2018 contract year.

ARTICLE IX – SUSPENSION

9.01 REASONS FOR SUSPENSION

The Superintendent may suspend an employee for up to five (5) school days without pay for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board, or for other good and just cause.

9.02 NOTICE OF SUSPENSION

Said suspension shall occur only after the employee has been verbally warned for the occurrence, then warned in writing for a successive occurrence unless the act is deemed by the Superintendent to be severe enough to warrant immediate suspension.

9.03 REASONS FOR SUSPENSION IN WRITING

Prior to the suspension, the Superintendent will give the reasons for suspension to the employee in writing.

9.04 RIGHT TO HEARING

After receipt of the written reasons, the employee shall have the right to a hearing before the Superintendent to defend the charges brought forth by the Superintendent.

9.05 RIGHT TO REPRESENTATION

The employee shall have the right to an Association representative of his/her choosing at the meeting and to present evidence against the suspension.

9.06 HEARING TIME AND PLACE

The hearing shall take place at a mutually agreed to time and place not to exceed five (5) working days.

9.07 WRITTEN DECISION

A written decision shall be given to the employee prior to the Superintendent suspending the employee.

ARTICLE X – LEAVES OF ABSENCE

10.01 SICK LEAVE

10.011 ACCUMULATION

Each member covered by this Agreement shall be entitled to fifteen (15) days sick leave per year, which may accumulate to a maximum of 260 days. Members who have accumulated the maximum number of sick days and used sick leave during the ensuing year shall have up to fifteen (15) days of sick leave use before having sick leave deducted from the maximum days' accumulation; however, no member shall have the right to accumulate more than 260 days.

10.012 SICK LEAVE ADVANCEMENT

Each new employee shall be advanced five (5) days of sick leave. If requested, the Board may also advance any employee who has exhausted their sick leave up to five (5) days.

10.013 USE OF SICK LEAVE

Sick leave shall be granted for absence due to personal illness, pregnancy-related illness, injury, exposure to contagious disease which should be communicated to others, and for absence due to illness, injury or death in the staff member's immediate family. Sick leave utilized on an in-service professional development day must provide medical documentation to Superintendent.

10.014 IMMEDIATE FAMILY DEFINED

Immediate family shall include the following persons: Spouse, Parents, Children, Step-Children, Grandparents, Grandchildren, Brothers, Sisters, In-laws, those living in the same household and Foster Parents.

10.015 SICK LEAVE FORM

Upon return to duty, a member shall sign a form or complete the electronic version which specifies why sick leave was used. The form shall include the date(s) sick leave was used, the proper place to check why sick leave was used (i.e., personal illness, pregnancy, etc.) and the name of a physician in the event a physician was seen.

10.016 SUBSTANTIATION OF SICK LEAVE

In the event a member uses ten (10) days of sick leave in a contract year, the Superintendent or designee can request a meeting with the member to discuss any questions or concerns. If after such meeting the Superintendent or designee still has concerns with the member's attendance, the Superintendent or designee shall put in writing that any future absences may require substantiation for the use of such leave. Such substantiation may require the member to provide the Superintendent or designee written verification from his or her physician and/or medical care provider.

10.017 SICK LEAVE DAY DONATION

The Board will permit a staff member, through the Association President, to submit a petition to the Board, which would permit staff members to donate up to three days of the

staff member's sick leave to another staff member who has exhausted his/her paid sick leave. This will be a discretionary decision to be made by the Board based on a catastrophic illness or condition experienced by the staff member or someone in the staff member's immediate family. The total number of sick leave days that a staff member may receive annually is 60 days.

10.02 PERSONAL LEAVE

10.021 USE OF PERSONAL LEAVE

Certificated employees covered by this agreement shall be entitled to three (3) unrestricted days of paid personal leave per school year.

10.022 RESTRICTIONS ON PERSONAL LEAVE

Personal leave days shall not be taken within two (2) days of the beginning or the ending of a vacation period, holiday, or the first or last week of the school year or during the month of May unless under explained extraordinary situations. Furthermore, personal leave shall not be taken during parent teacher conferences, district in-services, or state achievement tests. In an emergency, personal leave shall be granted during this time for a member to attend a child's, adopted child's, step-child's graduation from high school, college or post-college program. Personal leave may be used by a member to participate in a County Fair as a 4-H parent or advisor. The Superintendent may approve other situations which shall not constitute a custom or practice for other bargaining unit members under this agreement.

10.023 NOTIFICATION OF USE OF PERSONAL LEAVE

Written notification must be submitted to the principal by 12:00 P.M. of the third working day immediately preceding the day personal leave is to be taken. In the event of a documented emergency the three (3) day notice may be waived by the Superintendent.

10.024 MAXIMUM MEMBERS ON PERSONAL LEAVE

No more than two (2) members in any given school building shall take personal leave on any one day.

10.025 NON-ACCUMULATION

Personal Leave is not cumulative. Any unused Personal Leave for a bargaining unit member shall be converted to Sick Leave at the end of the school year. Any member who has exhausted their Sick Leave during the school year may convert Personal Leave to Sick Leave at that time.

10.026 WRITTEN FORM

Upon the completion of the written form, each member shall have the right to use personal leave for the reasons set forth above.

10.03 ABSENCE OF ONE HOUR OR LESS

An absence of one (1) hour or less shall not be reported at all where it is an infrequent emergency situation, the employee had intended to be here all day until such emergency arose, and no sub

was employed. The building principal shall simply keep an informal documentation of these situations at the building level.

10.04 ASSAULT LEAVE

Any service-connected case of physical assault on a member of the bargaining unit causing physical injuries to said member occurring while the member is performing his/her contractual duties shall entitle the member to use of assault leave if he/she is medically unable to perform his/her duties as a result of the assault.

10.041 AMOUNT OF ASSAULT LEAVE

When an assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty (20) days per member each work year. Assault leave is not cumulative.

10.042 MEDICAL VERIFICATION

Medical verification shall be furnished to the Superintendent for all absences requiring more than three (3) school days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full cost of the examination.

10.05 JURY DUTY

Employees covered by this Agreement shall be eligible for paid jury duty leave. The stipend which the member receives shall be used to defray the expenses for jury duty.

10.06 CHILD CARE LEAVE

Upon request, a member shall be placed on an unpaid leave of absence for child care purposes to care for a newborn or preschool age child, including an adopted child five (5) years or younger.

10.061 APPLICATION FOR CHILD CARE LEAVE

Except in emergency situations, the member eligible for and desiring child care leave shall make application for same with the Board at least thirty (30) days prior to the anticipated starting date of the unpaid leave.

10.062 LENGTH OF CHILD CARE LEAVE

Child care leave granted pursuant to this provision shall be for no more than the remainder of the school year in which it becomes effective, unless the effective date of the leave begins between March 1 and the start of the next school year, in which case it shall be for the remainder of the year in which the leave commences, if any, and the following year if requested by the member, it may be for all of the following school year unless a different return date is mutually agreed to.

10.063 RESTRICTION ON CHILD CARE LEAVE

A child care leave request shall not extend a limited contract past its term.

10.064 REINSTATEMENT RIGHTS

A member returning from child care leave shall be assigned to a position within his/her area of certification. Reasonable effort shall be made to assign the member to the original or comparable position.

10.07 FAMILY AND MEDICAL LEAVE

The parties to this agreement acknowledge that the Family and Medical Leave Act (FMLA) applies to members of this bargaining unit if they meet its eligibility requirements and may impact the Board's obligation to pay an employee's insurance premiums while on unpaid leave.

In the event an employee requests FMLA leave which also qualifies for sick leave or any other Board paid leave under this contract, it is understood by the employee and the Board that the FMLA leave will run concurrent with eligible paid leave under this contract to include but not limited to, sick leave. A full-time teacher is considered to meet the eligibility requirements for FMLA.

10.08 PROFESSIONAL LEAVE

Each member shall be eligible for professional leave. The days shall be used for professional purposes related to the member's classroom assignment. Said leave must be applied for and shall be approved by the Superintendent.

10.09 UNPAID LEAVE OF ABSENCE

A member may be granted an unpaid leave of absence for educational or professional or other good and just cause as approved by the Superintendent for up to two (2) years. The leave shall normally be granted for the remainder of the semester or equivalent time as mutually agreed between the member and the Superintendent. Additional unpaid leave may be granted at the discretion of the Superintendent. The member shall be eligible for continuation of insurance benefits in accordance with the consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

10.10 MEDICAL UNPAID LEAVE OF ABSENCE

The Board of Education shall grant an unpaid leave of absence for up to two (2) consecutive school years for purposes of illness or other disability. Such unpaid medical leave may be renewed upon subsequent request at the discretion of the Superintendent. The member shall be eligible for continuation of insurance benefits in accordance with the consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

ARTICLE XI – EVALUATION

The evaluation process contained in the contract shall continue to be utilized for the evaluation of staff not covered under the provisions of the Ohio Teacher Evaluation System.

Teachers required to be evaluated under the Ohio Teacher Evaluation System shall be evaluated in accordance with the attached Memorandum of Understanding as approved and adopted by the Board and the Evaluation Committee.

11.01 SCHEDULE OF EVALUATION

All new employees shall be evaluated each year for the first two (2) years, all other employees shall be evaluated not less than once every three (3) years. The year an employee's contract expires shall be an evaluation year.

11.02 EVALUATION PROCEDURES

The following procedure and dates shall be followed in conducting evaluations.

11.021 PRE-EVALUATION MEETING

By October 15, the Administration shall meet with the employees and discuss performance expectations and review the evaluation process.

11.022 OBSERVATIONS

The Administrator shall make at least one (1) observation of at least fifteen (15) minutes. This observation shall be made by November 15; a second optional observation of at least fifteen (15) minutes may be made between December 1 and February 15. Employees shall be notified in advance in writing at least two (2) work days in advance, or one (1) work day in the case of a rescheduled observation, that such formal observations are to take place.

11.023 POST-OBSERVATION MEETING

The Administrator shall provide a written copy of the observation to the employee within five (5) work days of the observation. Within five (5) work days of the receipt of written observation the administrator or the employee may request a meeting to discuss the observation. This meeting shall take place within five (5) days of the written request for a meeting.

11.024 EVALUATION COMPLETION DATE

Evaluations referred to in Article 11.01 shall be completed according to the following schedule December 15 (1st evaluation) and March (second evaluation).

11.025 EXTENDED LEAVE ACCOMMODATIONS

Accommodations shall be made for teachers on scheduled sick leave, FMLA or child care leave which shall result in the performance of any of the observations and/or evaluations outside of the time period set forth in Article 11.02.

11.03 WRITTEN NOTICE OF DEFICIENCIES

Any deficiencies must be identified and recommendations must be made in writing to correct said deficiencies.

11.04 ADDITIONAL EVALUATION

An employee who does not agree with the contents of his/her evaluation may request an additional observation. However, this will not extend the time limit set forth herein for the non-renewal procedure as set forth in Article V.

11.05 EVALUATION RESULTING IN NON-RENEWAL

Should the evaluation result in a recommendation for a non-renewal, the provisions of the non-renewal procedure set forth in Article 5.01 shall be applicable.

11.06 EVALUATION INSTRUMENT

The present evaluation instrument shall be the only instrument used to evaluate employees during the length of this contract.

11.061 ALTERING EVALUATION INSTRUMENT

If the existing instrument should be altered during this agreement, the amendment shall be made through the following process.

11.07 EVALUATION PROCEDURE SUPERSEDE O.R.C.

The evaluation procedure contained in Article XI shall supersede and replace 3319.111 of the *Ohio Revised Code.*

ARTICLE XII – COMPENSATION

12.01 SUPPLEMENTAL SALARIES

The Board shall implement the supplemental salary schedules attached hereto and designated Appendix B. Supplementals 2.5% increase for the 2024-2025, 2025-2026, and 2026-2027 should be reflected in each year for supplementals in Appendix B.

(a) $25.00 per hour for conference pay and meeting.

All District employees shall be subject to the amounts on the supplemental salary schedule. Non-District employees will be compensated as per discretion of the Board.

12.011 SUPPLEMENTAL SERVICE COLUMNS DEFINED

DEFINITION: Years in service columns shall be years in position with district service (continuous service, approved leaves). Years shall be position specific with exception of class sponsors. Class Sponsor counts for any grade/year (Freshman, Sophomore, Junior, Senior, Eighth Grade).

12.012 SUPPLEMENTAL REVIEW COMMITTEE

If requested by either party, a supplemental review committee shall meet to review the supplemental salary schedule and to offer recommendations to each parties bargaining teams. The committee shall be comprised of three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the FPEA President. The recommendations of this committee shall be advisory only.

12.02 MASTERS + 15 COLUMN

12.021 HOURS FOR PLACEMENT ON SCHEDULE

In order for an hour to count for placement on the MA + 15 column, the hour must be earned after the employee obtained his/her Masters degree and must be in a graduate level course and a grade of "B" or better must be earned. If the course is graded Pass/Fail, then Pass will be accepted.

The hours must be earned in graduate level education courses or courses directly related to the courses being taught by the employee. For instance, a graduate level hour earned in a graduate level chemistry course would count for someone who teaches chemistry. Courses not meeting these requirements may be applied to the MA + 15 column provided they are approved by the Board for that purpose.

12.03 INTERNAL SUBSTITUTES

A teacher who is requested by the principal and agrees to cover a class for an absent teacher during his/her planning and conference period shall be compensated at the rate of $25.00 per work assignment.

12.04 PAY DATES

The designated pay days for all members shall be the fifteenth (15th) and thirtieth (30th) of each month.

12.05 DISTRIBUTION OF PAYCHECKS

All employees shall be required to enroll in a direct deposit, electronic fund transfer of payroll checks.

12.06 ELIGIBLE PAYROLL DEDUCTIONS

The following deductions shall be made from each employee's paycheck:

a. Employee's retirement
b. Withholding Tax
c. Hospitalization
d. Tax Sheltered Annuity
e. Association Dues Deduction
f. Federal Taxes
g. State Taxes
h. STRS Pick-up
i. FCPE Contributions
j. United Way
k. STRS Employee Buy Back

12.07 STRS DEDUCTIONS

STRS deductions shall be made from each employee's paycheck on an equal basis over the twelve (12) months contract payment year.

12.08 PURCHASE OF SERVICE CREDIT THROUGH PAYROLL DEDUCTIONS

The Board of Education agrees to provide and adopt a tax deferred plan for purchase service credit in accordance with the requirements and the regulations provided by the State Teachers Retirement System. An employee will have the option of either choosing to purchase service credit through payroll deduction, pre-taxed through a tax-deferred plan or an after-tax plan. However, an employee must choose which option to purchase the service credit and said choice shall remain consistent during the employees' career. Therefore, an employee, once choosing to purchase either through a tax-deferred plan or an after-tax plan, will not be permitted to change after making the initial election. All employees participating in any tax-deferred plan shall be required to sign a waiver hold harmless agreement in which the employees will agree that the Board of Education shall have no liability whatsoever, for any loss sustained by the employees with regard to the selection of the after-tax-deferred plan and that said employee, shall hold the School District harmless from any liability arising under the Internal Revenue Service Code or other laws in the event that excessive contributions are made either through the tax-deferred service purchase plan or the employee's 403B program. Said waiver shall also clearly indicate and waive the employee's ability to elect to change the purchase service credit to an after-tax plan in the future.

The effective dates of the tax-deferred purchase service credit plan shall be in accordance with those applicable dates required by the State Teachers Retirement System.

12.09 DETENTION MONITOR

Detention monitors shall be paid at $16 an hour. Only teachers who agree to participate in a rotation as detention monitor with other teachers will be eligible for the payment. Also, only teachers who participate in the rotation can send students to this detention period.

12.10 ATTENDANCE BONUS

12.101 ELIGIBILITY OF BONUS

Each employee covered by this agreement shall be eligible for an attendance bonus provided he/she has not used sick leave, personal leave, non-paid leave (excluding personal leave for the OEA Representative Assembly), nor been absent without leave, and provided he/she has been under contract the full school year.

12.102 CALCULATION OF BONUS

The perfect attendance bonus shall be calculated at the following listed amounts for the contracted employee:

Full-time = $675.00 for full contract year @ $168.75 per school quarter. An employee may be eligible to achieve the attendance bonus for no absences each quarter.

Part-time = $337.50 for full contract year @ $84.36 per school quarter. An employee may be eligible to achieve the attendance bonus for no absences each quarter.

ARTICLE XIII – FRINGE BENEFITS

13.01 FRINGE BENEFITS

The Board of Education shall provide the following fringe benefits for members currently eligible to receive such benefits and request such benefits.

13.02 HEALTH INSURANCE

13.021 INSURANCE PLANS

The Board of Education shall provide the health insurance plans available through the Brown County Insurance Consortium. The Board agrees to assume and pay eighty five percent (85%) of the single and family premiums.

13.022 LOCAL INSURANCE COMMITTEE

A local insurance committee shall be formed whose purpose shall include, but not be limited to, a renew of the current insurance coverage and carriers, a review of the financial status of the plan, premium rates, usage of the plan/claim history and the administration of the plan. The committee shall meet upon the written request of either the Superintendent or the Association President. The committee shall consist of the Association President, the Association Vice President, the Superintendent, and the District Treasurer. Each party may request that a consultant of his choice attend committee meetings provided advanced notice is made to the other party. The committee shall be an advisory committee and have the capacity to make recommendations concerning health plans, benefit schedules, financial status, premium rates, and the administration of the plan to the Superintendent and the Board of Education.

13.023 HUSBAND/WIFE EMPLOYED BY BOARD

If a husband and wife are both employed by the Board, these employees shall have the option of taking two (2) single health insurance plans or one (1) family insurance plan.

13.03 125 PLAN

The Board will offer all members a Section 125 plan to shelter their insurance contributions. Furthermore, the Board will also make available to any employee that requests, a 125 plan which includes a Flexible Spending Account (FSA). This plan shall allow employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills. The Board's agreement to provide such an FSA shall be contingent on the fact that such plan shall not impose financial liability on the Board.

13.04 DENTAL INSURANCE

The Board shall continue to provide the dental plan available through the Brown County Consortium or its equivalent with the Board of Education paying 100% of the premium.

13.05 OPTICAL INSURANCE

The Board shall provide for the base level vision plan as provided by the Brown County Consortium and shall pay 100% of the premium costs.

13.06 TERM LIFE INSURANCE

The Board shall provide each member term life insurance in the amount of $50,000 with the provision that the employee may purchase additional life, AD & D, and independent insurance to the extent permitted by the insurance carrier.

13.07 SEVERANCE PAY

An employee covered by this Agreement shall be entitled upon retirement, to one-fourth (1/4) of his/her accumulated sick leave to a maximum of 65 days.

13.08 TUITION REIMBURSEMENT

The Board shall allocate a sum of fifteen thousand dollars ($15,000) per year (September-August) for tuition reimbursement. From this fund, the Board shall reimburse one hundred percent (100%) of tuition costs of a successfully completed graduate course which qualifies for certification/license renewal, re-certification of the employee, or course work that is related to the current assignment or area of certification of the employee as approved by the LPDC.

Tuition costs shall be limited to three (3) semester hours or equivalent quarter hours per teacher applicant each year. However, in the event that the total request for tuition reimbursement exceeds fifteen thousand dollars ($15,000) per year, then teachers requesting payment shall be paid on a pro-rata basis from this fund.

All documentation must be on file by September 15 and reimbursement shall be paid with the October 15th payroll. To receive the reimbursement, the employee must currently be an employee of the Fayetteville-Perry School District.

ARTICLE XIV – WORKING CONDITIONS

14.01 INSTRUCTIONAL DAY

The employees shall be responsible for working seven (7) hours per day. The instructional day shall include the employee reporting to school fifteen (15) minutes prior to the first regular class for the children and shall extend fifteen (15) minutes after the children have been dismissed from their last regular classes.

14.02 LUNCH PERIOD

Each member shall have a thirty (30) minute uninterrupted duty-free lunch period.

14.03 SCHOOL YEAR

The teacher contract year shall consist of no more than one hundred eighty-three (183) days. At least three (3) days shall be used for inservice.

14.04 CALAMITY DAYS

In the event school is closed/cancelled due to inclement weather or other calamity:

A. For the first seven (7) calamity days, teachers shall not be required to report to their workplace.

B. Unless expressly directed by the Superintendent, for each day thereafter, teachers will work remotely from home and follow the building-specific remote learning plan.

14.05 PARENTAL COMPLAINTS

Any verbal or written charge or complaint by parent(s), citizens of the community, or from student(s) against a member which is to be made a matter of record shall be recorded at the time the complaint is lodged. The involved member shall be presented the complaint immediately after it has been filed. The record shall contain the date and the name of the complainant(s) and the date the record is made. A duplicate of the recorded complaint shall be given to the member against whom the complaint has been lodged.

14.06 PLANNING/CONFERENCE PERIODS

Planning and conference periods shall be scheduled in accordance with Ohio Minimum Standards. Each employee shall receive at least one (1) planning period per day of no less than thirty (30) minutes in length.

14.07 TUITION-FREE ATTENDANCE

The Board agrees that all employees who reside outside of the Fayetteville-Perry Local School District shall have the right to apply for enrollment of their dependent children tuition free as students in the Fayetteville-Perry Schools. Enrollment shall be contingent upon the student(s) having a good discipline and good attendance record at his/her previous school and on a space available basis as determined by the Fayetteville-Perry Superintendent or designee. Application must be made annually by June 15. If a student is enrolled pursuant to this provision and is a special needs student, the cost of educating this student in excess of the statutory tuition cost of Fayetteville-Perry Schools shall be paid by the home district when available by law or if those monies are not available, then by the parent.

In the event that the Board of Education accepts open enrollment students under the provisions of Ohio law, teachers shall be required to utilize the Open Enrollment Policy to enroll their dependent children in Fayetteville-Perry Schools. The Open Enrollment Policy shall provide preference for teachers' children.

14.08 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Mission Statement: The Fayetteville-Perry LPDC shall be district-wide LPDC. The mission of the Fayetteville-Perry Local Professional Development Committee shall be to aid educators in development and execution of their professional development goals by reviewing their relevant professional development activities for certification and license renewal.

Article 1 – Committee Membership

Section 1. Membership

A. Three (3) members, each with at least five (5) years' experience as a teacher, one (1) each from the high school, middle school, and elementary school, selected by the FPEA President.

B. One (1) principal, assistant principal, or other administrator as appointed by the Superintendent.

C. One (1) principal elected by the Superintendent, high school principal, middle school principal, and the elementary school principal, hereinafter known as the "Administrative Team".

D. In the event an administrator's development units are being considered for approval by the LPDC, composition of the LPDC shall revert to a majority of administrative members.

Section 2. Term of Office and Vacancies

A. The length of the term of office for the members of the LPDC shall be two (2) years, except during the first term. During the first term, the term of office shall be one (1) member selected by the FPEA President who shall serve a six (6) year term, one (1) member selected by the FPEA President serving a four (4) year term, one (1) member representative selected by the FPEA President serving a two (2) year term. One (1) administrative representative selected by the Superintendent shall serve a three (3) year term, and one (1) administrative representative elected by the Administrative Team shall serve a five (5) year term.

B. All vacancies of employee representatives shall be filled by the FPEA President for the remaining term. All administrative vacancies shall be filled by the Superintendent.

C. Terms shall run from July 1 to June 30.

Section 3. Compensation

All members of the Local Professional Development Committee shall be compensated with an annual flat stipend of $700 payable on the June 15 payroll.

Article 2 – Meetings

Section 1.

All meetings of the LPDC shall be scheduled during non-school hours and will not involve release time from students and/or classroom duties. The frequency of called meetings will be determined by the committee reflecting the need for such meetings based upon work load placed upon the committee as a result of staff professional development plans needing approval or action.

Section 2.

The LPDC will begin to meet immediately after members are selected. The complete LPDC will then develop operating procedures, timelines, forms, etc. The LPDC Committee will develop all procedures and rules as well as guidelines for awarding credit for professional development units.

Section 3.

A. A quorum shall be four (4) of the five (5) LPDC members except for the consideration of administrator's professional development units at which time a quorum shall be three (3) of the LPDC members consisting of two (2) administrators and one (1) employee.

B. Vote will be by majority of the members present. The Local Professional Development Committee members will excuse themselves from reviewing or voting on their individual professional development plan.

Section 4.

A. Minutes of each professional development committee meeting will be recorded and distributed to each Local Professional Development Committee member, the Superintendent, and Treasurer prior to the next LPDC meeting.

B. All discussions, voting, and records regarding reviews and evaluations of Local Professional Development Committees and plan shall be kept confidential as permitted by law.

Article 3 – Appeals

Section 1.

Appeals of denial of an individual's professional development plan shall be submitted in writing to the LPDC within ten (10) working days after written receipt of denial.

Section 2.

All appeals will be heard by a three (3) member appeals committee.

A. The appeals committee for an appeal by an employee shall consist of:

1. One (1) employee for the LPDC selected by the LPDC;
2. One (1) employee from the LPDC selected by the applicant;
3. One (1) administrator for the LPDC selected by the LPDC

B. The appeals committee will review all appeals and return decisions to the LPDC and the LPDC and the applicant ten (10) working days after receipt of the appeal.

C. Further appeal by the applicant shall be made to the Ohio Department of Education Division of Professional Development and Licensure.

Article 4 – Reciprocity

Section 1.

The Fayetteville-Perry Local Professional Development Committee shall accept other district's approval of IPDP's.

Section 2.

Exception cases are subject to the LPDC review and the appeals process.

Article 5 – Amending the Procedures

Section 1.

The Fayetteville-Perry Local Professional Development Committee shall have the authority to amend the procedures, guidelines, or bylaws as deemed necessary.

14.09 MEDICAL PROCEDURES/MEDICATIONS

1. Members shall not be required to perform invasive medical procedures for students. This provision does not apply to the school nurse or others whose job descriptions require them to do so.

2. Medications shall be dispensed to students in accordance with Board Policy.

14.10 SCHOOL CALENDAR

The Association and Superintendent shall meet yearly to review and provide input for the proposed school calendar for the following year. This meeting shall take place within 30 days from the time the Superintendent receives a draft copy of the proposed school calendar for Brown County and/or no later than March 1 of each school year.

14.11 LICENSE AND CERTIFICATE RENEWAL

All teachers hired after July 1, 2006 shall as a condition of continued employment, renew and maintain all state teacher licenses and/or certificates in effect at the time of the teacher's initial hire date.

14.12 LATE STARTS

The number of one (1) hour late starts for the students during the school year shall be one (1) late start per month during September through May.

ARTICLE XV – GRIEVANCE PROCEDURES

15.01 RECOGNITION

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals, of any kind, shall be taken against any employee initiating or participating in the grievance procedure.

15.02 DEFINITION OF GRIEVANCE

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

15.03 PURPOSE

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solution to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

15.04 DAYS DEFINED

Days shall be defined as calendar days. If the Administration/Board does not timely respond to the grievance at any step in the procedure, the grievance shall automatically be appealed to the next step of the grievance procedure, with the exception of an appeal to Step Five which will require affirmative association action.

15.05 GRIEVANCE PROCEDURE

15.051 STEP ONE

Any employee, group of employees, or the Association shall first discuss such grievance with his/her immediate supervisor or the appropriate administrator.

15.052 STEP TWO

If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal or appropriate administrator.

1. Grievance Timeline:

   If such grievance is not lodged within twenty (20) calendar days after the occurrence of the act or condition which is the basis of said grievance, said grievance shall be waived.

2. Written Grievance:

   The written grievance shall be on a standard form [Appendix C] and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent.

3. Right to Step Two Hearing:

   The employee shall have a right to request a hearing before the building principal. If such a hearing is requested, the principal and employee or appropriate administrator shall mutually agree as to the time, place and date of the hearing. The employee may be represented by a representative of the Association or a representative of his/her choosing at this hearing.

4. Step Two Grievance Response:

   The building principal or appropriate administrator shall take action on the written grievance within seven (7) calendar days after the receipt of said grievance, or, if a hearing is requested, within seven (7) calendar days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the Association and the Superintendent.

15.053 STEP THREE

If the action taken by the building principal or appropriate administrator does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Superintendent.

1. Step Three Timelines:

   Failure to file such appeal within seven (7) calendar days from receipt of the written memorandum of the principal's or appropriate administrator on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.

2. Step Three Hearings:

   Upon request, a hearing shall be conducted by the Superintendent within seven (7) calendar days after the receipt of the request. The Superintendent and employee shall mutually agree as to the time, place, and date of the hearing.

3. Right to Representation:

   The employee shall have the right to be represented at such hearing by a representative of the Association or a representative of his/her choosing.

4. Step Three Responses:

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

15.054 STEP FOUR

Arbitration – In the event the grievant is not satisfied with the decision of the administration at Step Three, the grievant shall have the right to file a grievance to Arbitration.

1. Arbitration Guidelines:

   In the event such appeal is made, the appeal shall be made in writing to the Board within fifteen (15) calendar days from the written receipt of the Board's decision. Failure to file the grievance within these time limits shall be deemed a waiver of the right to appeal.

2. Request to American Arbitration Association:

   If the grievant files an appeal to this level, the parties shall request an arbitrator from the American Arbitration Association.

3. Arbitration Hearing:

   The time, date, and place of the hearing shall be established by the American Arbitration Association and the hearing and all proceedings involving the grievance

shall be conducted in accordance to the rules and regulations of the American Arbitration Association.

4. Right To Representation:

   Both parties shall be represented by persons of their own choosing.

5. Powers of Arbitration:

   The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

6. Arbitration Decision:

   The arbitrator shall render his/her decision and recommendations within thirty (30) calendar days from the date the hearing is closed. The decision of the arbitrator shall be binding.

15.055 ARBITRATOR COSTS

The costs of the arbitrator shall be borne by the losing party unless otherwise stipulated in this Agreement. If either party unilaterally withdraws the request for arbitration after being filed, the withdrawing party shall be responsible for all cost and fees associated with said withdrawal unless the allocation of the costs and fees are mutually agreed to by the employer and the Association.

ARTICLE XVI – EMPLOYMENT OF RETIRED EMPLOYEES

16.01 TERMS OF EMPLOYMENT

If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article and only the conditions set forth in this article shall apply to the employment of these individuals:

1. The salary to be paid to the returning employee shall be based from Step 0 to Step 5 and shall not be subject to Chapter 3317 or any other section of the Ohio Revised Code.

2. Employees employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.

3. Each one-year contract shall automatically expire upon the completion of the year and it is not necessary for the Board to conduct evaluations in accordance with 3319.111 nor to take formal action to not reemploy the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

4. Returning retirees are not entitled and/or not eligible to receive any severance benefits provided by any Collective Bargaining Agreement in effect between the Board and the Association.

5. In the event of a reduction in force, the reemployed employee will not have any bumping rights under Article 8 of the Collective Bargaining Agreement.

6. Such reemployment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract.

7. Subject to these provisions, reemployed members are part of the bargaining unit.

8. Reemployed members are eligible for sick leave accumulation commencing with the first year of such reemployment.

9. Reemployed members may commence their reemployment with up to 15 days of accumulated sick leave if said days are carried forward from their prior employer.

Pursuant to the authority provided by .R.C. 4117.10, and to the extent that this provision is contrary to or in conflict with any Ohio law including, but not limited to, 3319.11, ORC; 3319.111, ORC; 3319.141, ORC; 3319.17, ORC; Chapter 3317, ORC; Chapter 3307, ORC; this provision shall supersede and replace the statutory law of Ohio.

ARTICLE XVII – EFFECTS OF THE AGREEMENT

17.01 COMPLETE AGREEMENT

This contract constitutes the entire and complete agreement between the two parties. All prior contracts and agreements are hereby declared null and void.

17.02 RIGHT TO STRIKE

In the event the parties cannot reach an agreement on the issues being bargained pursuant to the re-opener, the Association shall have the right to implement a work stoppage. The Association shall notify the Board and the State Employment Relations Board of said action in accordance to Article Three, Section (3.084) of the Agreement.

The normal duration date set forth in this Section will be amended to coincide with the date of notification included in the letter of the immediate paragraph above. Only those items which caused the work stoppage will be matters of discussion to resolve the work stoppage.

17.03 EXECUTION/DURATION

This contract shall take effect upon ratification by both parties retroactively to July 1, 2024 and shall continue in full force and affect except where specifically amended for certain articles, and it shall remain in effect until the end of the day June 30, 2027.

IN WITNESS WHEREOF, the following representatives do affix their signatures.

FOR THE BOARD OF EDUCATION FAYETTEVILLE-PERRY LOCAL SCHOOLS

Rachel L. Ray 8/19/24
Board President Date

6/27/2024
Superintendent Date

Lisa C. Dusley 6/27/2024
Treasurer Date

FOR THE FAYETTEVILLE-PERRY EDUCATION ASSOCIATION / OEA / NEA

08/14/24
Association President Date

Brian King 8/14/24
Team Member Date

Sherri Bryant 8/14/24
Treasurer Date

APPENDIX A – CERTIFIED SALARY SCHEDULE 2024-2025

STEP	BA	BA + 5	MA	MA + 15
0	$40,000 1	$43,000 1.075	$46,000 1.15	$50,000 1.25
1	$40,800 1.02	$43,860 1.02	$46,920 1.02	$51,000 1.02
2	$41,616 1.02	$44,737 1.02	$47,858 1.02	$52,020 1.02
3	$42,448 1.02	$45,632 1.02	$48,816 1.02	$53,060 1.02
4	$43,297 1.02	$46,545 1.02	$49,792 1.02	$54,122 1.02
5	$44,163 1.02	$47,475 1.02	$50,788 1.02	$55,204 1.02
6	$45,046 1.02	$48,425 1.02	$51,803 1.02	$56,308 1.02
7	$45,947 1.02	$49,393 1.02	$52,840 1.02	$57,434 1.02
8	$46,866 1.02	$50,381 1.02	$53,896 1.02	$58,583 1.02
9	$47,804 1.02	$51,389 1.02	$54,974 1.02	$59,755 1.02
10	$48,760 1.02	$52,417 1.02	$56,074 1.02	$60,950 1.02
11	$49,735 1.02	$53,465 1.02	$57,195 1.02	$62,169 1.02
12	$50,730 1.02	$54,534 1.02	$58,339 1.02	$63,412 1.02
13	$51,744 1.02	$55,625 1.02	$59,506 1.02	$64,680 1.02
14	$52,779 1.02	$56,738 1.02	$60,696 1.02	$65,974 1.02
15	$53,835 1.02	$57,872 1.02	$61,910 1.02	$67,293 1.02
16	$54,911 1.02	$59,030 1.02	$63,148 1.02	$68,639 1.02
17	$56,010 1.02	$60,210 1.02	$64,411 1.02	$70,012 1.02

CERTIFIED SALARY SCHEDULE 2024-2025

STEP	BA	BA + 5	MA	MA + 15
18	$57,130 1.02	$61,415 1.02	$65,699 1.02	$71,412 1.02
19	$58,272 1.02	$62,643 1.02	$67,013 1.02	$72,841 1.02
20	$59,438 1.02	$63,896 1.02	$68,354 1.02	$74,297 1.02
21	$60,627 1.02	$65,174 1.02	$69,721 1.02	$75,783 1.02
22	$61,839 1.02	$66,477 1.02	$71,115 1.02	$77,299 1.02
23	$63,076 1.02	$67,807 1.02	$72,537 1.02	$78,845 1.02
24	$64,337 1.02	$69,163 1.02	$73,988 1.02	$80,422 1.02
25	$65,624 1.02	$70,546 1.02	$75,468 1.02	$82,030 1.02
26	$66,937 1.02	$71,957 1.02	$76,977 1.02	$83,671 1.02
27	$68,275 1.02	$73,396 1.02	$78,517 1.02	$85,344 1.02
30	$69,641 1.02	$74,864 1.02	$80,087 1.02	$87,051 1.02

APPENDIX A – CERTIFIED SALARY SCHEDULE 2025-2026

STEP	BA	BA + 5	MA	MA + 15
0	$40,400 1	$43,430 1.075	$46,460 1.15	$50,500 1.25
1	$41,208 1.02	$44,299 1.02	$47,389 1.02	$51,510 1.02
2	$42,032 1.02	$45,185 1.02	$48,337 1.02	$52,540 1.02
3	$42,873 1.02	$46,088 1.02	$49,304 1.02	$53,591 1.02
4	$43,730 1.02	$47,010 1.02	$50,290 1.02	$54,663 1.02
5	$44,605 1.02	$47,950 1.02	$51,296 1.02	$55,756 1.02
6	$45,497 1.02	$48,909 1.02	$52,322 1.02	$56,871 1.02
7	$46,407 1.02	$49,887 1.02	$53,368 1.02	$58,009 1.02
8	$47,335 1.02	$50,885 1.02	$54,435 1.02	$59,169 1.02
9	$48,282 1.02	$51,903 1.02	$55,524 1.02	$60,352 1.02
10	$49,247 1.02	$52,941 1.02	$56,634 1.02	$61,559 1.02
11	$50,232 1.02	$54,000 1.02	$57,767 1.02	$62,790 1.02
12	$51,237 1.02	$55,080 1.02	$58,923 1.02	$64,046 1.02
13	$52,262 1.02	$56,181 1.02	$60,101 1.02	$65,327 1.02
14	$53,307 1.02	$57,305 1.02	$61,303 1.02	$66,634 1.02
15	$54,373 1.02	$58,451 1.02	$62,529 1.02	$67,966 1.02
16	$55,461 1.02	$59,620 1.02	$63,780 1.02	$69,326 1.02
17	$56,570 1.02	$60,812 1.02	$65,055 1.02	$70,712 1.02

CERTIFIED SALARY SCHEDULE 2025-2026

STEP	BA	BA + 5	MA	MA + 15
18	$57,701 1.02	$62,029 1.02	$66,356 1.02	$72,126 1.02
19	$58,855 1.02	$63,269 1.02	$67,683 1.02	$73,569 1.02
20	$60,032 1.02	$64,535 1.02	$69,037 1.02	$75,040 1.02
21	$61,233 1.02	$65,825 1.02	$70,418 1.02	$76,541 1.02
22	$62,458 1.02	$67,142 1.02	$71,826 1.02	$78,072 1.02
23	$63,707 1.02	$68,485 1.02	$73,263 1.02	$79,633 1.02
24	$64,981 1.02	$69,854 1.02	$74,728 1.02	$81,226 1.02
25	$66,280 1.02	$71,252 1.02	$76,223 1.02	$82,851 1.02
26	$67,606 1.02	$72,677 1.02	$77,747 1.02	$84,508 1.02
27	$68,958 1.02	$74,130 1.02	$79,302 1.02	$86,198 1.02
30	$70,337 1.02	$75,613 1.02	$80,888 1.02	$87,922 1.02

APPENDIX A – CERTIFIED SALARY SCHEDULE 2026-2027

STEP	BA	BA + 5	MA	MA + 15
0	$40,804	$43,864	$46,925	$51,005
	1	1.075	1.15	1.25
1	$41,620	$44,742	$47,863	$52,025
	1.02	1.02	1.02	1.02
2	$42,452	$45,636	$48,820	$53,066
	1.02	1.02	1.02	1.02
3	$43,302	$46,549	$49,797	$54,127
	1.02	1.02	1.02	1.02
4	$44,168	$47,480	$50,793	$55,209
	1.02	1.02	1.02	1.02
5	$45,051	$48,430	$51,809	$56,314
	1.02	1.02	1.02	1.02
6	$45,952	$49,398	$52,845	$57,440
	1.02	1.02	1.02	1.02
7	$46,871	$50,386	$53,902	$58,589
	1.02	1.02	1.02	1.02
8	$47,808	$51,394	$54,980	$59,760
	1.02	1.02	1.02	1.02
9	$48,765	$52,422	$56,079	$60,956
	1.02	1.02	1.02	1.02
10	$49,740	$53,470	$57,201	$62,175
	1.02	1.02	1.02	1.02
11	$50,735	$54,540	$58,345	$63,418
	1.02	1.02	1.02	1.02
12	$51,749	$55,631	$59,512	$64,687
	1.02	1.02	1.02	1.02
13	$52,784	$56,743	$60,702	$65,980
	1.02	1.02	1.02	1.02
14	$53,840	$57,878	$61,916	$67,300
	1.02	1.02	1.02	1.02
15	$54,917	$59,036	$63,154	$68,646
	1.02	1.02	1.02	1.02
16	$56,015	$60,216	$64,417	$70,019
	1.02	1.02	1.02	1.02
17	$57,135	$61,421	$65,706	$71,419
	1.02	1.02	1.02	1.02

CERTIFIED SALARY SCHEDULE 2026-2027

STEP	BA	BA + 5	MA	MA + 15
18	$58,278 1.02	$62,649 1.02	$67,020 1.02	$72,848 1.02
19	$59,444 1.02	$63,902 1.02	$68,360 1.02	$74,305 1.02
20	$60,633 1.02	$65,180 1.02	$69,727 1.02	$75,791 1.02
21	$61,845 1.02	$66,484 1.02	$71,122 1.02	$77,307 1.02
22	$63,082 1.02	$67,813 1.02	$72,544 1.02	$78,853 1.02
23	$64,344 1.02	$69,170 1.02	$73,995 1.02	$80,430 1.02
24	$65,631 1.02	$70,553 1.02	$75,475 1.02	$82,038 1.02
25	$66,943 1.02	$71,964 1.02	$76,985 1.02	$83,679 1.02
26	$68,282 1.02	$73,403 1.02	$78,524 1.02	$85,353 1.02
27	$69,648 1.02	$74,871 1.02	$80,095 1.02	$87,060 1.02
30	$71,041 1.02	$76,369 1.02	$81,697 1.02	$88,801 1.02

APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE / 2024-2025
FAYETTEVILLE-PERRY LOCAL SCHOOLS

POSITION	0-1	2-3	4-5	6-7	8-9	10+
	BASE	1.04	1.08	1.12	1.16	1.20
VARSITY FOOTBALL	$4,788	$4,980	$5,171	$5,363	$5,555	$5,746
VARSITY FOOTBALL ASSISTANT	$2,965	$3,084	$3,202	$3,321	$3,439	$3,558
MS FOOTBALL	$1,845	$1,919	$1,993	$2,067	$2,141	$2,214
MS FOOTBALL ASSISTANT	$1,232	$1,281	$1,330	$1,379	$1,429	$1,478
BOYS VARSITY BASKETBALL	$4,788	$4,980	$5,171	$5,363	$5,555	$5,746
GIRLS VARSITY BASKETBALL	$4,788	$4,980	$5,171	$5,363	$5,555	$5,746
BOYS RESERVE BASKETBALL	$2,965	$3,084	$3,202	$3,321	$3,439	$3,558
GIRLS RESERVE BASKETBALL	$2,965	$3,084	$3,202	$3,321	$3,439	$3,558
FRESHMAN BOYS BBALL (B)	$1,845	$1,919	$1,993	$2,067	$2,141	$2,214
FRESHMAN GIRLS BBALL (B)	$1,845	$1,919	$1,993	$2,067	$2,141	$2,214
8TH GR BOYS BASKETBALL	$1,845	$1,919	$1,993	$2,067	$2,141	$2,214
8TH GR GIRLS BASKETBALL	$1,845	$1,919	$1,993	$2,067	$2,141	$2,214
7TH GR BOYS BASKETBALL	$1,845	$1,919	$1,993	$2,067	$2,141	$2,214
7TH GR GIRLS BASKETBALL	$1,845	$1,919	$1,993	$2,067	$2,141	$2,214
BASEBALL VARSITY	$2,732	$2,841	$2,950	$3,060	$3,169	$3,278
BASEBALL RESERVE	$1,466	$1,524	$1,583	$1,642	$1,700	$1,759
SOFTBALL VARSITY	$2,732	$2,841	$2,950	$3,060	$3,169	$3,278
SOFTBALL RESERVE	$1,466	$1,524	$1,583	$1,642	$1,700	$1,759
BOYS SOCCER VARSITY	$2,732	$2,841	$2,950	$3,060	$3,169	$3,278
GIRLS SOCCER VARSITY	$2,732	$2,841	$2,950	$3,060	$3,169	$3,278
BOYS SOCCER RESERVE (A)	$1,466	$1,524	$1,583	$1,642	$1,700	$1,759
GIRLS SOCCER RESERVE (A)	$1,466	$1,524	$1,583	$1,642	$1,700	$1,759
VOLLEYBALL VARSITY	$2,522	$2,623	$2,723	$2,824	$2,925	$3,026
VOLLEYBALL RESERVE	$1,466	$1,524	$1,583	$1,642	$1,700	$1,759
7TH GRADE VOLLEYBALL	$1,232	$1,281	$1,330	$1,379	$1,429	$1,478
8TH GRADE VOLLEYBALL	$1,232	$1,281	$1,330	$1,379	$1,429	$1,478
HS CROSS COUNTRY	$1,684	$1,752	$1,819	$1,886	$1,954	$2,021
MS CROSS COUNTRY	$866	$900	$935	$970	$1,004	$1,039
HS TRACK	$1,684	$1,752	$1,819	$1,886	$1,954	$2,021
MS TRACK	$1,131	$1,176	$1,222	$1,267	$1,312	$1,357
BOWLING	$1,611	$1,675	$1,740	$1,804	$1,869	$1,933
GOLF	$1,684	$1,752	$1,819	$1,886	$1,954	$2,021
HS CHEER FOOTBALL	$941	$979	$1,016	$1,054	$1,092	$1,129
MS CHEER FOOTBALL	$627	$652	$677	$703	$728	$753
HS CHEER BASKETBALL	$1,296	$1,348	$1,400	$1,452	$1,504	$1,556
MS CHEER BASKETBALL	$627	$652	$677	$703	$728	$753
BAND AND CHORUS	$4,788	$4,980	$5,171	$5,363	$5,555	$5,746
CIP COORDINATOR	$4,788	$4,980	$5,171	$5,363	$5,555	$5,746
SR CLASS SPONSOR (C)	$842	$875	$909	$943	$976	$1,010
JR CLASS SPONSOR	$1,121	$1,166	$1,210	$1,255	$1,300	$1,345
SOPH CLASS SPONSOR	$806	$838	$871	$903	$935	$967
8TH GRADE SPONSOR	$600	$624	$648	$672	$696	$720
HS YEARBOOK	$1,659	$1,726	$1,792	$1,858	$1,925	$1,991
MS YEARBOOK	$829	$862	$895	$929	$962	$995

APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE / 2024-2025
FAYETTEVILLE-PERRY LOCAL SCHOOLS

POSITION	0-1	2-3	4-5	6-7	8-9	10+
	BASE	1.04	1.08	1.12	1.16	1.20
HS SCIENCE CLUB	$578	$601	$624	$648	$671	$694
MS SCIENCE CLUB	$300	$312	$324	$336	$348	$360
HS NATIONAL HONOR SOCIETY	$536	$558	$579	$601	$622	$644
MS NATIONAL HONOR SOCIETY	$578	$601	$624	$648	$671	$694
HS STUDENT COUNCIL/SADD	$806	$838	$871	$903	$935	$967
MS STUDENT COUNCIL	$400	$416	$432	$448	$464	$480
SCHOOL PLAY (2 PLAYS)	$1,439	$1,496	$1,554	$1,611	$1,669	$1,726
FCCLA	$876	$911	$946	$981	$1,016	$1,051
HS ACADEMIC TEAM	$600	$624	$648	$672	$696	$720
CIVIC CLUB(MOCK TRIAL)	$600	$624	$648	$672	$696	$720
ART CLUB	$600	$624	$648	$672	$696	$720
FLAGS	$981	$1,020	$1,059	$1,098	$1,138	$1,177

(A) PRORATA 8 GAMES	YEARS IN DISTRICT(CONTINUOUS SERVICE, APPROVED LEAVES)
(B) PRORATA 10 GAMES	YEARS SHALL BE POSITION SPECIFIC W/EXCEPTION OF CLASS SPONSOR
(C) W/SR. TRIP + $100	CLASS SPONSOR: COUNT FOR ANY GR/YR (TO FOLLOW CLASS)
Extended Service:	CIP Coordinator shall receive five (5) extended days each year.
Gifted Liaison	$2,500.00

APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE / 2025-2026
FAYETTEVILLE-PERRY LOCAL SCHOOLS

POSITION	0-1	2-3	4-5	6-7	8-9	10+
	BASE	1.04	1.08	1.12	1.16	1.20
VARSITY FOOTBALL	$4,908	$5,104	$5,300	$5,497	$5,693	$5,889
VARSITY FOOTBALL ASSISTANT	$3,039	$3,161	$3,282	$3,404	$3,525	$3,647
MS FOOTBALL	$1,891	$1,967	$2,042	$2,118	$2,194	$2,269
MS FOOTBALL ASSISTANT	$1,263	$1,313	$1,364	$1,414	$1,465	$1,515
BOYS VARSITY BASKETBALL	$4,908	$5,104	$5,300	$5,497	$5,694	$5,890
GIRLS VARSITY BASKETBALL	$4,908	$5,104	$5,300	$5,497	$5,694	$5,890
BOYS RESERVE BASKETBALL	$3,039	$3,161	$3,282	$3,404	$3,525	$3,647
GIRLS RESERVE BASKETBALL	$3,039	$3,161	$3,282	$3,404	$3,525	$3,647
FRESHMAN BOYS BBALL (B)	$1,891	$1,967	$2,042	$2,119	$2,195	$2,269
FRESHMAN GIRLS BBALL (B)	$1,891	$1,967	$2,042	$2,119	$2,195	$2,269
8TH GR BOYS BASKETBALL	$1,891	$1,967	$2,042	$2,119	$2,195	$2,269
8TH GR GIRLS BASKETBALL	$1,891	$1,967	$2,042	$2,119	$2,195	$2,269
7TH GR BOYS BASKETBALL	$1,891	$1,967	$2,042	$2,119	$2,195	$2,269
7TH GR GIRLS BASKETBALL	$1,891	$1,967	$2,042	$2,119	$2,195	$2,269
BASEBALL VARSITY	$2,800	$2,912	$3,024	$3,136	$3,248	$3,360
BASEBALL RESERVE	$1,503	$1,562	$1,623	$1,683	$1,743	$1,803
SOFTBALL VARSITY	$2,800	$2,912	$3,024	$3,137	$3,248	$3,360
SOFTBALL RESERVE	$1,503	$1,562	$1,623	$1,683	$1,743	$1,803
BOYS SOCCER VARSITY	$2,800	$2,912	$3,024	$3,136	$3,248	$3,360
GIRLS SOCCER VARSITY	$2,800	$2,912	$3,024	$3,136	$3,248	$3,360
BOYS SOCCER RESERVE (A)	$1,503	$1,562	$1,623	$1,683	$1,743	$1,803
GIRLS SOCCER RESERVE (A)	$1,503	$1,562	$1,623	$1,683	$1,743	$1,803
VOLLEYBALL VARSITY	$2,585	$2,689	$2,791	$2,895	$2,998	$3,102
VOLLEYBALL RESERVE	$1,503	$1,562	$1,623	$1,683	$1,743	$1,803
7TH GRADE VOLLEYBALL	$1,263	$1,313	$1,363	$1,413	$1,465	$1,515
8TH GRADE VOLLEYBALL	$1,263	$1,313	$1,363	$1,413	$1,465	$1,515
HS CROSS COUNTRY	$1,726	$1,796	$1,864	$1,933	$2,003	$2,072
MS CROSS COUNTRY	$888	$923	$958	$994	$1,029	$1,065
HS TRACK	$1,726	$1,796	$1,864	$1,933	$2,003	$2,072
MS TRACK	$1,159	$1,205	$1,253	$1,299	$1,345	$1,391
BOWLING	$1,651	$1,717	$1,783	$1,849	$1,915	$1,981
GOLF	$1,726	$1,796	$1,864	$1,933	$2,003	$2,072
HS CHEER FOOTBALL	$965	$1,003	$1,041	$1,080	$1,119	$1,157
MS CHEER FOOTBALL	$643	$668	$694	$721	$746	$772
HS CHEER BASKETBALL	$1,328	$1,382	$1,435	$1,488	$1,542	$1,594
MS CHEER BASKETBALL	$643	$668	$694	$720	$746	$772
BAND AND CHORUS	$4,908	$5,105	$5,300	$5,497	$5,694	$5,890
CIP COORDINATOR	$4,908	$5,105	$5,300	$5,497	$5,694	$5,890
SR CLASS SPONSOR (C)	$863	$897	$932	$967	$1,001	$1,035
JR CLASS SPONSOR	$1,149	$1,195	$1,241	$1,286	$1,333	$1,379
SOPH CLASS SPONSOR	$826	$859	$893	$926	$958	$991
8TH GRADE SPONSOR	$615	$640	$664	$689	$713	$738
HS YEARBOOK	$1,700	$1,769	$1,837	$1,904	$1,973	$2,041
MS YEARBOOK	$850	$884	$917	$952	$986	$1,020

APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE / 2025-2026
FAYETTEVILLE-PERRY LOCAL SCHOOLS

POSITION	0-1	2-3	4-5	6-7	8-9	10+
	BASE	1.04	1.08	1.12	1.16	1.20
HS SCIENCE CLUB	$592	$616	$640	$664	$687	$711
MS SCIENCE CLUB	$308	$320	$332	$344	$357	$369
HS NATIONAL HONOR SOCIETY	$549	$571	$593	$615	$637	$659
MS NATIONAL HONOR SOCIETY	$592	$616	$640	$664	$687	$711
HS STUDENT COUNCIL/SADD	$826	$859	$892	$925	$958	$991
MS STUDENT COUNCIL	$410	$426	$443	$459	$476	$492
SCHOOL PLAY (2 PLAYS)	$1,475	$1,534	$1,593	$1,652	$1,711	$1,770
FCCLA	$898	$934	$970	$1,006	$1,042	$1,077
HS ACADEMIC TEAM	$615	$640	$664	$689	$713	$738
CIVIC CLUB(MOCK TRIAL)	$615	$640	$664	$689	$713	$738
ART CLUB	$615	$640	$664	$689	$713	$738
FLAGS	$1,006	$1,046	$1,086	$1,126	$1,166	$1,207

(A) PRORATA 8 GAMES	YEARS IN DISTRICT(CONTINUOUS SERVICE, APPROVED LEAVES)
(B) PRORATA 10 GAMES	YEARS SHALL BE POSITION SPECIFIC W/EXCEPTION OF CLASS SPONSOR
(C) W/SR. TRIP + $100	CLASS SPONSOR: COUNT FOR ANY
Extended Service:	CIP Coordinator shall receive five (5) extended days each year.
Gifted Liaison	$2,500.00

APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE / 2026-2027
FAYETTEVILLE-PERRY LOCAL SCHOOLS

POSITION	0-1	2-3	4-5	6-7	8-9	10+
	BASE	1.04	1.08	1.12	1.16	1.20
VARSITY FOOTBALL	$5,031	$5,232	$5,433	$5,634	$5,836	$6,037
VARSITY FOOTBALL ASSISTANT	$3,115	$3,240	$3,364	$3,489	$3,613	$3,738
MS FOOTBALL	$1,938	$2,016	$2,093	$2,171	$2,249	$2,326
MS FOOTBALL ASSISTANT	$1,295	$1,346	$1,398	$1,449	$1,502	$1,553
BOYS VARSITY BASKETBALL	$5,031	$5,232	$5,433	$5,634	$5,836	$6,037
GIRLS VARSITY BASKETBALL	$5,031	$5,232	$5,433	$5,634	$5,836	$6,037
BOYS RESERVE BASKETBALL	$3,115	$3,240	$3,364	$3,489	$3,613	$3,738
GIRLS RESERVE BASKETBALL	$3,115	$3,240	$3,364	$3,489	$3,613	$3,738
FRESHMAN BOYS BBALL (B)	$1,938	$2,016	$2,093	$2,172	$2,250	$2,326
FRESHMAN GIRLS BBALL (B)	$1,938	$2,016	$2,093	$2,172	$2,250	$2,326
8TH GR BOYS BASKETBALL	$1,938	$2,016	$2,093	$2,172	$2,250	$2,326
8TH GR GIRLS BASKETBALL	$1,938	$2,016	$2,093	$2,172	$2,250	$2,326
7TH GR BOYS BASKETBALL	$1,938	$2,016	$2,093	$2,172	$2,250	$2,326
7TH GR GIRLS BASKETBALL	$1,938	$2,016	$2,093	$2,172	$2,250	$2,326
BASEBALL VARSITY	$2,870	$2,985	$3,100	$3,214	$3,329	$3,444
BASEBALL RESERVE	$1,541	$1,602	$1,664	$1,725	$1,787	$1,849
SOFTBALL VARSITY	$2,870	$2,985	$3,099	$3,215	$3,329	$3,444
SOFTBALL RESERVE	$1,540	$1,601	$1,663	$1,725	$1,786	$1,848
BOYS SOCCER VARSITY	$2,870	$2,985	$3,099	$3,215	$3,329	$3,444
GIRLS SOCCER VARSITY	$2,870	$2,985	$3,100	$3,214	$3,329	$3,444
BOYS SOCCER RESERVE (A)	$1,540	$1,601	$1,663	$1,725	$1,786	$1,848
GIRLS SOCCER RESERVE (A)	$1,541	$1,602	$1,663	$1,725	$1,786	$1,848
VOLLEYBALL VARSITY	$2,650	$2,756	$2,861	$2,967	$3,073	$3,179
VOLLEYBALL RESERVE	$1,540	$1,601	$1,663	$1,725	$1,786	$1,848
7TH GRADE VOLLEYBALL	$1,294	$1,346	$1,397	$1,449	$1,501	$1,553
8TH GRADE VOLLEYBALL	$1,294	$1,346	$1,397	$1,449	$1,501	$1,553
HS CROSS COUNTRY	$1,769	$1,841	$1,911	$1,981	$2,053	$2,123
MS CROSS COUNTRY	$910	$946	$982	$1,019	$1,055	$1,092
HS TRACK	$1,769	$1,840	$1,911	$1,981	$2,052	$2,123
MS TRACK	$1,188	$1,236	$1,284	$1,331	$1,378	$1,426
BOWLING	$1,693	$1,761	$1,828	$1,896	$1,964	$2,032
GOLF	$1,769	$1,841	$1,911	$1,981	$2,053	$2,123
HS CHEER FOOTBALL	$989	$1,029	$1,067	$1,107	$1,147	$1,186
MS CHEER FOOTBALL	$659	$685	$711	$739	$765	$791
HS CHEER BASKETBALL	$1,362	$1,417	$1,471	$1,526	$1,580	$1,635
MS CHEER BASKETBALL	$659	$685	$711	$739	$765	$791
BAND AND CHORUS	$5,030	$5,231	$5,432	$5,635	$5,835	$6,036
CIP COORDINATOR	$5,030	$5,231	$5,432	$5,635	$5,835	$6,036
SR CLASS SPONSOR (C)	$885	$919	$955	$991	$1,025	$1,061
JR CLASS SPONSOR	$1,178	$1,225	$1,272	$1,319	$1,366	$1,413
SOPH CLASS SPONSOR	$847	$880	$915	$49	$982	$1,016
8TH GRADE SPONSOR	$630	$656	$681	$706	$731	$756
HS YEARBOOK	$1,743	$1,813	$1,883	$1,952	$2,022	$2,092
MS YEARBOOK	$871	$906	$941	$976	$1,011	$1,045

APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE / 2026-2027

FAYETTEVILLE-PERRY LOCAL SCHOOLS

POSITION	0-1	2-3	4-5	6-7	8-9	10+
	BASE	1.04	1.08	1.12	1.16	1.20
HS SCIENCE CLUB	$607	$631	$655	$680	$704	$728
MS SCIENCE CLUB	$316	$328	$341	$354	$366	$379
HS NATIONAL HONOR SOCIETY	$563	$585	$608	$630	$653	$675
MS NATIONAL HONOR SOCIETY	$607	$631	$655	$680	$704	$728
HS STUDENT COUNCIL/SADD	$847	$881	$914	$948	$982	$1,016
MS STUDENT COUNCIL	$420	$437	$454	$471	$487	$504
SCHOOL PLAY (2 PLAYS)	$1,542	$1,603	$1,665	$1,727	$1,788	$1,850
FCCLA	$939	$976	$1,014	$1,052	$1,089	$1,127
HS ACADEMIC TEAM	$643	$669	$695	$720	$746	$772
CIVIC CLUB(MOCK TRIAL)	$643	$669	$695	$720	$746	$772
ART CLUB	$643	$669	$695	$720	$746	$772
FLAGS	$1,051	$1,093	$1,135	$1,177	$1,219	$1,261

(A) PRORATA 8 GAMES	YEARS IN DISTRICT(CONTINUOUS SERVICE, APPROVED LEAVES)
(B) PRORATA 10 GAMES	YEARS SHALL BE POSITION SPECIFIC W/EXCEPTION OF CLASS SPONSOR
(C) W/SR. TRIP + $100	CLASS SPONSOR: COUNT FOR ANY
Extended Service:	CIP Coordinator shall receive five (5) extended days each year.
Gifted Liaison	$2,500.00

APPENDIX C – 15.00 GRIEVANCE REPORT FORM

Distribution of form
1. Superintendent
2. Principal
3. Association
4. Grievant

Grievance #: _____

Submit to Supervisor / Principal in Duplicate

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED

15.02 STEP 2

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance: _____

_____

_____

Relief Sought: _____

_____

_____

_____ _____
Signature Date

C. Disposition of Principal: _____

_____

_____

_____ _____
Signature Date

D. Disposition of Grievant and/or Association: _____

_____

_____

_____ _____
Signature Date

If additional space is needed in reporting any section, attach an additional sheet.

(Continued on reverse side)

Date received by Superintendent: _____

Disposition of Superintendent: _____

_____

_____

_____

_____ _____
Signature Date

Position of Grievant and/or Association: _____

_____

_____

_____

_____ _____
Signature Date

15.053 STEP 3

Date received by Board: _____

Disposition of Board: _____

_____

_____

_____

_____ _____
Signature Date

Position of Grievant and/or Association: _____

_____

_____

_____ _____
Signature Date

15.054 STEP 4

Date submitted to Arbitration: _____

APPENDIX D - EVALUATION – FAYETTEVILLE-PERRY LOCAL SCHOOLS

Evaluation Instrument for: Employee: _____

Evaluated by: Administrator: _____ Date: _____

Evaluation Timeline: Evaluation forms should be completed in triplicate. Evaluation should be an ongoing process between building administrator and employee. Written evaluation as follows: All new employees shall be evaluated each year for the first two (2) years. All other employees shall be evaluated not less than every three (3) years.

Evaluation Procedure:

1. All areas designated Needs Improvement or Unsatisfactory must be accompanied by a justifiable statement describing the deficiency in narrative terms being specific where feasible.

2. The evaluator will record on the evaluation written recommendations for improvement and offer assistance to the employee in overcoming deficiencies where feasible.

3. A reasonable timeline for improvement shall be noted.

4. At the conclusion of the timeline the teacher may request a re-evaluation.

5. Conference must be held with each teacher within 5 working days unless prevented by illness, etc.

6. Employees should sign and date the evaluation form as acknowledgement of the conference.

7. Employees may make note of items of disagreement by attaching a separate sheet within 5 working days.

8. All items involved in the evaluation are in triplicate with: 1 copy for the employee, 1 copy for the principal, and 1 copy for the Superintendent.

Performance Responsibilities [check one]

	Outstanding	Satisfactory	Needs Improvement	Unsatisfactory
1. Meets and instructs assigned classes in the locations and at the times designated. Arrives and departs school at correct times.	( )	( )	( )	( )
2. Develops and maintains a classroom environment conducive to effective learning within the limits of the resources available.	( )	( )	( )	( )
3. Prepares for classes assigned to meet the individual needs, interests and abilities of the students and shows written evidence of preparation upon request of immediate supervisor(s).	( )	( )	( )	( )
4. Assists the Administration in implementing all policies and/or rules governing student life and conduct, and develops reasonable rules of behavior and procedure, and maintains order in a fair and just manner.	( )	( )	( )	( )
5. Employs a variety of instructional techniques, instructional media, and technology consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.	( )	( )	( )	( )
6. Strives to implement by instruction and action to the district's philosophy of education and instructional goals and objectives.	( )	( )	( )	( )
7. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.	( )	( )	( )	( )
8. Assesses the accomplishment of students on a regular and punctual basis and provides progress reports as required.	( )	( )	( )	( )

	Outstanding	Satisfactory	Needs Improvement	Unsatisfactory
9. Plans and supervises purposeful assignments for teacher aide(s) and/or volunteers.	( )	( )	( )	( )
10. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulations.	( )	( )	( )	( )
11. Attends staff meetings and serves on staff committees as required.	( )	( )	( )	( )
12. Cooperates with other members of the staff in planning and carrying out instructional goals, objectives, and methods.	( )	( )	( )	( )
13. Assists in the selection of books, equipment and other instructional material.	( )	( )	( )	( )
14. Accepts a share of responsibility for co-curricular activities as assigned.	( )	( )	( )	( )
15. Works under reasonable terms to establish and maintain open lines of communication with students and their parents concerning both the board academic and behavioral progress of all assigned students.	( )	( )	( )	( )
16. Attends local and county inservice programs as scheduled.	( )	( )	( )	( )

Evaluator Conference Comments:

Member Conference Comments:

Timeline for improvement:

EVALUATOR	EMPLOYEE
DATE	DATE

ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

FAYETTEVILLE LOCAL SCHOOLS – CLASSROOM OBSERVATION FORM

Employee _____ Date _____

School _____ Starting Time of Observation _____

Subject _____ Ending Time of Observation _____

Grade _____ Room Number _____

Class Hour _____ Number of Students Present _____

Lesson Topic _____ Observer _____

STUDENT ACTIVITIES IN PROGRESS DURING THE OBSERVATION:

EMPLOYEE ACTIVITIES IN PROGRESS DURING THE OBSERVATION:

AREAS FOR POSSIBLE CONSIDERATION DURING OBSERVATION:

Teacher Planning Preparation
Teacher Self-Control
Teaching Techniques
Teacher Knowledge of Subject Matter
Teacher Use of Resource Materials
Teacher Enthusiasm
Teacher Expectations for Students
Classroom Management and Control
Discipline
Evidence of Purposeful Activity
Provisions for Individual Differences
Student-Teacher Relationships
Student Interest in Lesson
Student Attitude
Student-Student Relationships
Physical Classroom Environment

OBSERVATION COMMENTS:

SPECIFIC SUGGESTIONS FOR IMPROVEMENT:

Principal Signature _____

Employee's Signature _____

Employee's signature acknowledge of contents of this form and agreement to date and time of observation.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on this ____ day of _____, 2024 by and between the Fayetteville-Perry Education Association (hereinafter the "Association") and the Fayetteville-Perry Local School District Board of Education (hereinafter the "Board").

WHEREAS, the Association and the Board are parties to a collective bargaining agreement the effective dates of which are July 1, 2024 through June 30, 2027 (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement contains a provision for the evaluation of members of the bargaining unit; and

WHEREAS, the Ohio Legislature has passed legislation that requires the Board and Association to implement a new evaluation procedure; and

WHEREAS, the required framework for the evaluation procedure for the school year is different than the evaluation language contained in the agreement between the parties.

IT IS NOW THEREFORE AGREED as follows:

The Board and the Association agree that the District's evaluation program will include the following:

1. A uniform instrument for rating bargaining unit members.

2. A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.

   A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a teacher effectiveness rating. The teacher effectiveness rating shall be derived from a summative evaluation where percentages of the overall evaluation is based on student growth measures and the overall evaluation is based on a teacher's performance rating.

   B. <u>Application</u>

      The teacher evaluation procedure contained in this MOU applies to the following employees of the District:

      1. Teachers working under a license and/or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

2. Teachers working under a permanent certificate issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

C. Evaluators

1. An evaluator must be a credentialed administrator of the Fayetteville-Perry Local School District.

D. Evaluation Instrument

The Evaluation Instrument shall be the OTES 2.0 process and forms used by the teacher's evaluator. The forms will be those utilized by ODE and in eTPES.

E. Orientation

1. The District shall hold an OTES 2.0 overview meeting for teachers being evaluated no later than September 30th of each year.

F. Schedule for Evaluation

1. No teacher shall be evaluated more than once annually.

2. Each teacher being evaluated shall participate in a goal development meeting with his/her evaluator no later than September 30th and prior to the first observation being conducted. The goal setting meeting may be an individual meeting with the teacher and evaluator in attendance, or a group meeting with more than one teacher and more than one evaluator present. Each teacher shall complete the Professional Growth Plan form.

3. In the year when a teacher's contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is if the administration waives the third (3rd) observation. Under no circumstances shall a teacher's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) minutes.

   a. The first formal observation shall be preceded by a conference between the evaluator and the teacher at least one (1) day prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet or the Observation Rubric.

b. All post-observation conferences shall be held between the evaluator and the teacher no longer that five (5) work days after the observation.

c. The timeline for teachers being observed three (3) times shall be:

i. First (1st) post-observation conference held on or before December 15th.

ii. Second (2nd) post-observation conference held on or before April 10th.

iii. Third (3rd) post-observation conference held on or before May 1st.

d. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

4. In any year when a teacher's contract does not expire, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) minutes. The first formal observation shall be preceded by a conference between the evaluator and the teacher at least one (1) day prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet of the Observation Rubric.

a. All post-observation conferences shall be held between the evaluator and the teacher no longer than ten (10) work days after the observation.

b. The timeline for teachers being observed two (2) times shall be:

i. First (1st) post-observation conference held on or before December 15th.

ii. Second (2nd) post-observation conference held on or before May 1st.

c. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

G. Walkthroughs

1. A walkthrough is a formative written assessment that has the following components:

   a. The administrator will provide the member with the Walkthrough General Feedback Form no later than three (3) work days after the walkthrough. If a teacher or principal requests a meeting, a meeting will be held at a mutually agreeable time.

H. Finalization of Evaluation

1. Written Report

   Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

2. Response to Evaluation

   The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

I. OTES Committee

1. The Board and the Association shall establish a Committee to develop and/or review SGM's or Shared Attribution measures as required by the evaluation procedure. The Committee shall be comprised of three (3) members of the Administration and three (3) members selected by the Association. The Committee shall also have the responsibility to develop internal procedures that will govern the committee's operations.

J. Removal of Poorly Performing Teachers

1. Poorly performing teachers may be removed, upon recommendation of the Superintendent, and through the requirements of the collective bargaining agreement and/or Ohio law, either through nonrenewal or termination.

2. Nothing in this Memorandum of Understanding will be deemed to present the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Fayetteville-Perry Education Association. The evaluation system

and procedures set forth in this Agreement shall not create an expectation of continued employment for teachers on a limited contract that are evaluated. The Board reserves its right to nonrenew a teacher evaluated under this Memorandum of Understanding in accordance with ORC 3319.11 notwithstanding the teacher's summative rating.

K. For the term of this Memorandum, all bargaining unit members shall be deemed comparable for the process of reduction in force.

3. This Memorandum shall remain in full force and effect until June 30, 2027 unless otherwise modified in writing by the parties.

Association President Date 08/14/24

Tim Carlier, Superintendent Date 6/27/2024

MEMORANDUM OF UNDERSTANDING

This Agreement made on this _____ day of _____, 2024 by and between the Fayetteville-Perry Local School District Board of Education, Brown County, Ohio, hereinafter referred to as the "Board" and the Fayetteville-Perry Education Association, Brown County, Ohio, hereinafter referred to as "Association".

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"); and,

WHEREAS, the Agreement does not address a stipend for Association President; and,

WHEREAS, the parties agree that the stipend should follow ordinary payroll guidelines including deductions for taxes and STRS.

IT IS NOW THEREFORE AGREED, as follows:

1. Upon written request by the Association to the Treasurer, the following Officer shall be paid an annual stipend by the Board in the amounts listed below. One half (1/2) of the stipend shall be paid to officer by December 15th. And the remaining one half (1/2) thereof shall be paid to said Officer by June 15th.

   President — a stipend in an amount equal to the total cost of annual unified dues.

2. The Board shall deduct/withhold all applicable federal, state, and city income tax, and the total cost of STRS contributions from said stipend.

3. The Association shall reimburse the Board for the cost of the stipend, including the Board's share of payments to STRS and Medicare. Payment will be sent from the Association to the Board two weeks prior to the pay date.

4. This Memorandum of Understanding shall expire on June 30, 2027.

5. The Board, Employee and Association further acknowledge, agree and understand that upon expiration of this agreement, nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation Involving the Board and the Union.

For the
FAYETTEVILLE-PERRY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Rachel L. Ray 08/19/24

For the
FAYETTEVILLE-PERRY EDUCATION ASSOCIATION

Jeffrey J. Gilbert 08/14/24