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MASTER AGREEMENT

BETWEEN

THE FREMONT BOARD OF EDUCATION

and the

FREMONT EDUCATION ASSOCIATION

July 1, 2024 - June 30, 2027

TABLE OF CONTENTS

Page

Article 1 - Recognition and Negotiations Procedures....2

1.1 Recognition....2
1.2 Scope of Bargaining....2
1.3 Requests for Negotiations....2
1.4 Agreement....3
1.5 Disagreement....4
1.6 Negotiation Sessions....4
1.7 Final Form....4
1.8 Distribution of Negotiated Agreement....4
1.9 Release Time for Mediation....4

Article 2 - Grievance Procedure....5

2.1 Definitions....5
2.2 General Information....5
2.3 Procedural Levels....6
2.4 Arbitration....7

Article 3 - Association Rights....7

3.1 Use of Bulletin Boards and Facilities....7
3.2 Professional Conferences and FEA Activities....7
3.3 FEA Announcements at Faculty Meetings....8
3.4 Seating Privileges and Agenda....8
3.5 Reports - Treasurer....8
3.6 Roster of New Employees....8
3.7 Labor/Management Committee....8
3.8 Association Representation....9

Article 4 - Management Rights....9

Article 5 - Individual Rights....9

5.1 Instructional Staff....9
5.2 Contracts....10
5.3 Re-employment....12
5.4 Nonrenewal of Contracts....12
5.5 Contract Termination....13
5.6 Resignations....13
5.7 Reduction of Staff....13
5.8 Employer-Teacher Relations....15
5.9 Teacher/Counselor Evaluation....17
5.10 Personnel Records....21
5.11 New Teacher Rights....22

5.12 Building Procedures 22
5.13 Health 22
5.14 Health and Wellness Program 23
5.15 Seniority 24

Article 6 - Assignments, Vacancies, and Transfers 25

6.1 Assignments 25
6.2 Vacancies 26
6.3 Summer and Evening Schools 26
6.4 Voluntary Transfer 27
6.5 Employment of Retired Teachers 28

Article 7 - Working Conditions 29

7.1 School Year and Calendar 29
7.2 School Day 29
7.3 Duties of Teachers 30
7.4 Instructional Load 32
7.5 Class Size 33
7.6 Students with Disabilities in Regular Classrooms 34
7.7 Student Records 35
7.8 Textbooks and Supplies 35
7.9 Substitute Teachers 35
7.10 In-Service Program 35
7.11 Local Professional Development Committee 36
7.12 Resident Educator Program 38
7.13 Discipline 40
7.14 School Insurance 41
7.15 Care of Sick or Injured Pupils 41
7.16 Teacher Consultation - New Buildings 41
7.17 Period Substitution Rate 41
7.18 Credit Flexibility 42

Article 8 - Leaves 42

8.1 Sick Leave 42
8.2 Catastrophic Leave Assistance Program 43
8.3 Personal Business Leave 45
8.4 Leave of Absence - Child Care 46
8.5 Leave of Absence - Military 47
8.6 Personal Leave - Personal Illness 47
8.7 Personal Leave - Illness in the Immediate Family 47
8.8 Assault Leave 48
8.9 Professional Growth 48
8.10 Leave of Absence - Study/Other 49
8.11 Sabbatical Leave 49

8.12 Foreign Teaching Leave 50
8.13 Travel Leave 50
8.14 Jury Duty....50
8.15 Court Appearance 50
8.16 Family and Medical Leave Act....50
8.17 Return from Leave of Absence 51
8.18 Insurance Continuation While on Unpaid Leave....51

Article 9 - Salary and Fringe Benefit Issues 51

9.1 Salary Schedule - Miscellaneous 51
9.2 Salary Schedule - Rules and Regulations 52
9.3 Supplemental Duties Schedule - Rules and Regulations 53
9.4 Supplemental Salary Schedule....54
9.5 Additional Responsibilities - Department Heads....54
9.6 Payment of Salaries....55
9.7 Professional Activities and Trips 56
9.8 Travel Pay - Teacher Stations 56
9.9 Insurances 57
9.10 Term Life Insurance....60
9.11 Retirement Benefits 60
9.12 Workers' Compensation 61
9.13 IRS Section 125 Plan 61
9.14 Dues Deduction....61
9.15 College Credit Plus 62

Article 10 - Terms of the Contract....62

10.1 Provisions Contrary to Law 62
10.2 Entire Agreement....62
10.3 Duration 62
10.4 Salary 62

APPENDIX A Dues Deduction Form 64

APPENDIX B Certified Salary Index 65

APPENDIX B Certified Salary Index 65

APPENDIX C Certified Salary Schedule 66

APPENDIX D Supplemental Duties 69

APPENDIX E Grievance Form 73

DEFINITIONS

1. Agreement - This collective bargaining agreement.

2. Association or FEA - The Fremont City Education Association/OEA/NEA/NWOEA.

3. Board - The Fremont City School District Board of Education acting as a corporate entity.

4. Certificate - As used in this Agreement shall include both certification and licensure of bargaining unit members.

5. Contract year - July 1 through June 30.

6. Day - A calendar day.

7. District - Fremont City School District.

8. Employer - Board members, administrators and others acting on behalf of the Board of Education in a particular circumstance.

9. Holiday - During the Teacher contract year, a weekday that the Teaching staff is not scheduled to work.

10. Home base - the location of the member's first assignment on the first Monday of the school year.

11. ORC - Ohio Revised Code.

12. Superintendent - Superintendent or designee.

13. Unit Member or Member or Teacher - A member of the bargaining unit.

14. Work Day - During the Teacher work year, a day that Teachers are scheduled to work. During the summer, a day that the central office is open.

15. Secondary - Includes the Middle School and High School.

Article 1 - Recognition and Negotiations Procedures

1.1 Recognition

The Employer recognizes the Fremont Education Association, an affiliate of the Ohio Education Association and the National Education Association as the exclusive bargaining representative for full and part-time classroom teaching personnel on regular contract. Classroom teaching personnel shall include K-12 teachers, adult-education teachers, special, vocational, guidance counselors, librarians or media specialists, school nurses, non-supervisory coordinators, substitutes that work more than 60 work days per year in an assignment to one specific teaching position or that are placed under teaching contract to replace a regular teacher on leave of absence, and tutors.

Excluded from the bargaining unit are the Superintendent, assistant superintendent, directors, principals and all other administrative and supervisory personnel as defined by the type of contract they are employed under and their certificate. Casual day-to-day substitutes and all non-certificated employees are also excluded.

1.2 Scope of Bargaining

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the modification, amendment or deletion of any existing provision of this Agreement.

1.3 Requests for Negotiations

A. If either party desires to negotiate a successor Agreement, it shall notify the other party in writing no later than the March 1 prior to the expiration of the Agreement. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing Agreement, shall be sent to the State Employment Relations Board.

Within fifteen (15) work days after receipt of such notice, an initial meeting will be scheduled for the purpose of exchanging negotiations issues/packages and establishing a date for the next session.

B. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to four (4) representatives each of the Board and the Association. Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

C. Information

The Employer agrees to furnish the Association's negotiation committee, upon specific request and in reasonable time all readily available information concerning resources of the District.

D. Recesses

Either party may hold a caucus at any time. No caucus shall exceed 30 minutes, unless a longer period of time is requested by either party.

E. Item Agreement

All tentatively agreed upon items shall be initialed by each party.

F. Schedule of Meetings

An agenda, stating items to be discussed at the next meeting, shall be established at the end of each negotiating session.

G. Observers

Each party may have up to two (2) observers at any meeting. Said observers are in addition to the regular negotiation teams. Observers have no speaking privileges.

H. Negotiating sessions shall be scheduled as far in advance as possible with each session being a maximum of three (3) hours in duration, unless additional time is mutually agreed to.

I. All contact with media shall be joint. No party may individually contact the media. All communications with the media shall be through the designated spokespersons.

1.4 Agreement

When negotiations result in a tentative agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the Agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting Agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

1.5 Disagreement

A. Impasse

The parties hereby agree that the following method of conflict resolution has been adopted and mutually agreed to as per ORC §4117.14 (C)(1)(f).

1. If agreement is not reached within forty-five (45) days of the commencement of negotiations or earlier upon declaration in writing by either party, impasse may be declared by either party.

2. Items unresolved at the cessation of the contractual bargaining period or upon declaration of impasse by either party shall be submitted to mediation in accordance with the rules of the Federal Mediation and Conciliation Service.

3. Upon exhaustion of the aforementioned impasse procedures the Association shall have the right to exercise any and all rights under ORC §4117.14 (D)(2).

B. Incurred Costs

1. Any cost or expense will be paid by the party that incurs the cost or expense.

2. In each case, as mutually agreed upon, expenses may be shared equally by the Board and the FEA.

1.6 Negotiation Sessions

Any and all negotiation sessions shall be conducted in private unless both parties mutually agree to do otherwise.

1.7 Final Form

The Employer will prepare the final Agreement. As soon as practicable, but not later than forty-five (45) days after ratification, the Agreement shall be printed with a Table of Contents including all appendices, by the UniServ office. The Employer shall be provided thirty-five (35) additional copies for its use. The costs of printing shall be shared equally by the Board and the Association.

1.8 Distribution of Negotiated Agreement

A copy of this Agreement shall be provided to all Members by September 1 or 90 days after Board ratification.

1.9 Release Time for Mediation

Members of the FEA negotiations team participating in mediation scheduled during the Teacher workday shall be granted release time for such mediation sessions. This time shall

neither be charged to the members' sick or professional leave, nor have any adverse effect against the members in general. Each member shall be paid his/her normal rate for such day(s).

Article 2 - Grievance Procedure

2.1 Definitions

A. A "grievance" means an allegation that there has been a violation of this Agreement.

B. The "grievant" means the one making the allegation whether he/she be a Member, several Members jointly, or the Association.

2.2 General Information

A. Termination of a Member's contract shall not be the subject of a grievance.

B. The number of days at each level shall be considered as maximum. Every effort shall be made at all levels to expedite the grievance. Time limits may be extended by mutual agreement of the parties concerned. In the event a grievance is filed just prior to, or at the close of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable. Failure of the grievant or Association to comply with the timelines established by this section shall be construed as a withdrawal of the grievance. Failure of the Employer to comply with the timelines established by this section shall result in the automatic elevation of the grievance to the next level of this procedure.

C. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to grievances. Both parties agree that proceedings shall be confidential. Informational releases shall be by mutual consent.

D. There shall be no reprisal of any kind taken against any party participating in the grievance procedure by reason of such participation.

E. The Employer and the Association will mutually cooperate in the investigation of any grievance.

F. The Employer will be responsible for assigning sequential numbers to every grievance presented on the grievance form. Upon disposition of the grievance, it shall serve as precedent until such time as negotiated policy is amended with respect to the subject involved in the grievance.

G. Should the hearing and/or disposition of any grievance at levels I, II, or III require that a party be excused from regular assignment, he/she shall be excused without loss of pay or benefits.

H. The Association shall be the sole and exclusive representative for the grievance procedure.

I. A grievance may be withdrawn at any level without prejudice.

J. A separate file of materials pertaining to the grievance shall be established by the Employer, upon final resolution or withdrawal of the grievance.

K. The written grievance shall be on a mutually agreed to standard form attached hereto as Appendix D. The grievance form shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific section(s) of this Agreement allegedly violated, misinterpreted, or misapplied. Any alleged violations, misinterpretations or misapplications of policy or rules and regulations which may apply to the grievance may be referred to in the grievance.

L. The grievance procedure is the exclusive remedy for alleged violations of the contract.

M. A Member who is engaged during the school day on behalf of the Association in an arbitration with the Employer shall be released from regular duties without loss of salary. This time shall neither be charged to the Member's sick, personal, or professional leave nor have any adverse effect against the Members in general.

N. If a grievance is based on a decision made by the Board or the Superintendent, it may be filed directly at Level II within fifteen (15) work days of the incident.

2.3 Procedural Levels

A. Level I (Administrator): The grievant shall file the grievance on the form contained in Appendix E with the administrator responsible for the decision/action being grieved within fifteen (15) work days of the date of the incident. A hearing shall be held and a written disposition given within ten (10) work days of the date of the hearing. The hour and day of the hearing shall be established by mutual consent.

B. Level II (Superintendent): If the action in Level I does not resolve the grievance to the satisfaction of the grievant, then the grievant shall submit a copy of the original grievance and the Level I disposition to the Superintendent within ten (10) work days of the date of receipt of the Level I disposition. A hearing shall be held and written disposition rendered within ten (10) work days of the date of the hearing. The hour and day of hearing shall be established by mutual consent.

C. Level III (FMCS Mediation): If the Association is not satisfied with the Level II response, and if the Association wishes to proceed to Level III, the Association may proceed to FMCS mediation by written notification to the Superintendent. The parties will jointly contact the Toledo FMCS office to request the services of a mediator. The parties will make every effort to have a mediation session scheduled within ten (10) work days of the request to FMCS.

D. Level IV (Arbitration): If the Association is not satisfied with the Level III response, and if the Association wishes to proceed to Level IV, the Association must within ten (10) work days of receipt of the Level III disposition, file an application for arbitration with the American Arbitration Association, with a copy to the Superintendent.

2.4 Arbitration

A. All hearings shall be conducted in closed sessions with only those individuals present who are involved in the immediate questioning. No news releases shall be made concerning the progress of the hearing.

B. Powers of the Arbitrator

It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles, sections, or provisions of this Agreement.

The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

The Association, Superintendent, Board, and grievant shall be bound by the disposition of the Arbitrator.

C. The cost of the Arbitrator shall be paid by the non-prevailing party.

Article 3 - Association Rights

3.1 Use of Bulletin Boards and Facilities

A. The Association may use school bulletin boards for posting official FEA business only. Any document so posted shall identify the FEA officer or committee circulating or posting the document. Such posting shall be authorized only on bulletin boards located in non-public areas. Nothing contained herein shall preclude the Employer from posting documents on the same bulletin board.

B. The FEA may use school facilities without charge as long as prior notification has been given.

3.2 Professional Conferences and FEA Activities

The FEA building representatives shall have permission to use school equipment when such equipment is otherwise not in use. Usage shall first be cleared with the building principal. No equipment shall be removed from the room to which it is assigned.

3.3 FEA Announcements at Faculty Meetings

The FEA may make announcements at faculty meetings concerning time, purpose and place of FEA meetings, with prior notice to and approval of the principal or his/her designated representative.

3.4 Seating Privileges and Agenda

To the extent the facilities are available, two representatives of the FEA shall be accorded the same seating privileges as the press at regular or special meetings of the Board. The agenda for any special or regular meeting of the Board shall be provided to the FEA President at the same time said agenda is provided to members of the Board.

3.5 Reports - Treasurer

The Treasurer shall notify the President of the FEA when copies of the following reports are completed:

1. Annual appropriation resolution

2. Annual budget

3. Temporary appropriation resolution

4. Monthly Financial Report

3.6 Roster of New Employees

Names and addresses of newly employed teachers shall be made available to the FEA as early as practicable following Board approval of their contracts.

3.7 Labor/Management Committee

A. A Labor/Management Committee shall be convened each year by the Superintendent and the FEA President and shall consist of at least two representatives for each party, including the Superintendent and the FEA President.

B. This committee shall meet at a mutually agreeable time once per month and at other times, as needed, upon the call of either the Superintendent or the FEA President. This committee may discuss agenda items submitted by either the Superintendent or the Association. Nothing discussed by this committee shall be construed as a substitute for negotiations over mandatory subjects of bargaining.

C. Nothing in this section shall preclude the Employer from establishing from time to time Joint Faculty, Administration, and/or Community Study Committees which may be composed of Employer appointees and from 1-3 appointees of the FEA President. Nothing discussed by these committees shall be construed as a substitute for negotiations over mandatory subjects of bargaining.

D. This committee will continue to discuss the purpose, number, and quantity of student assessments implemented in the District. The focus of these discussions will be to establish which assessments will be used and implemented District-wide.

3.8 Association Representation

A Member, upon request, shall have the right to Association representation on any employment related matter other than evaluation conferences (unless mutually agreed to).

Article 4 - Management Rights

The Employer reserves without limitation all powers, rights, authority, duties and responsibilities not expressly limited by this Agreement whether it be inherent or conferred upon the Board by law, including but without limiting the generality of the foregoing:

A. To the executive management and administrative control of the school system, its properties, and facilities.

B. To hire all employees and to determine qualifications and conditions for continued employment or dismissal, discipline, and to promote and transfer all such employees.

C. To decide upon the duties, responsibilities, and assignment of employees and the non-contractual terms and conditions of employment.

The exercise of such rights as to employees shall not extend unreasonably beyond the employment relationship.

Article 5 - Individual Rights

5.1 Instructional Staff

A. General Requirements for Employment

1. Members employed in the District must have completed the requirements for and hold at least the required certificate/license, as defined by the ORC, prior to the start of the school year for which they were hired. Should no applicant meet the requirement set forth above the District may on an emergency basis seek temporary certification/licensure for a qualified applicant.

2. To be eligible for appointment as a teacher in the District, the candidate, future or present, must have on file the following credentials:

a. An application properly completed.

b. A complete transcript of college credits.

c. A copy of the teacher's certificate.

d. A copy of the discharge papers of any person having served in the armed forces of the United States.

e. A record of the amount of unused sick leave transferred from another school district.

f. Recommendations from individuals who are qualified to present them in reference to good qualities, character, reputation and successful experience.

g. All credentials are to remain as a part of the permanent record of the candidate and become the sole property of the District. Responsibility for acquisition of the required credentials is the sole responsibility of the Member. The District shall notify the Member if his/her credentials are incomplete and/or about to lapse. The Member shall be responsible to see that his/her credentials are complete and/or renewed. Any costs for official transcripts, certification or recertification will be the responsibility of and borne by the applicant/Member. Credentials are not transferable but may be examined by properly authorized persons upon approval of the Superintendent. Copies of official credentials will be provided at no charge to the applicant/Member. Official credentials shall not be removed from the Central Office. Replacement of credentials lost within the District shall be the responsibility of the District. Upon making appointments, the best interest of the schools, along with the fitness and personal qualifications of the candidate, shall be given prime consideration.

h. A personal interview is mandatory prior to employment.

i. There shall be no back pay during the period the Member does not have on file the appropriate documents as stated above whereby the individual knowingly has been negligent in providing the Employer with the appropriate documents.

j. Proficiency in speaking, writing, and reading English as determined by the interview process.

B. The involvement of the Unit Members shall be encouraged to assist the Employer in the recruitment of prospective teachers. Particular effort should be made to solicit the assistance of department heads in the recruitment of prospective teachers for vacancies within the appropriate department.

5.2 Contracts

A. Contracts are by and between the Teacher and the Board. Said contract shall contain the following information:

1. type of contract (limited or continuing)
2. School year

3. Name of teacher
4. annual base salary

If a Teacher believes there is an error in the current salary notice or contract, he/she must notify the Superintendent within the school year (July 1 – June 30). Corrections will be retroactive to the first affected pay period of that school year.

B. A Teacher newly employed by the Board shall be granted a one-year limited contract. If subsequently re-employed, such Teacher shall be granted one-year limited contracts thereafter until such Teacher has been in the service of the District for a period of four consecutive school years. Thereafter, if re-employed, such Teacher shall be granted two-year limited contracts unless an eligible Teacher is granted a continuing contract pursuant to this Agreement and the ORC.

C. In order to be eligible for a continuing contract, a Teacher must be a graduate from an approved teacher training institute and hold a professional, permanent or life teacher certificate (obtained under previous statute) or a professional educator license in addition to one of the following criteria which apply.

1. If the Teacher did not hold a Master's degree at the time of initially receiving a Teacher's certificate under prior law, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules from the State Board of Education.

2. If the Teacher held a Master's degree at the time of initially receiving a teacher's certificate (obtained under previous statute) or an educator license, six semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules from the state Board of Education.

Teachers must also have within the past five years taught at least three (3) years successfully in the District. Teachers who have had a continuing contract in Ohio become eligible for a continuing contract in the District after serving a two-year period. For Teachers who are initially issued an educator's license on or after January 1, 2011, in addition to the foregoing requirements, the Teacher must have held an educator's license for at least seven (7) years. All requests for, and documentation supporting eligibility for, a continuing contract (including a letter of recommendation from the head principal) shall be given to the Superintendent prior to the beginning of the second semester.

D. Teachers who have or will meet the requirements to become eligible for a continuing contract in the middle of a multi-year limited contract can apply for, and the Board will act upon, the issuance of a continuing contract. The Board will award the continuing contract, non-renew the employee's contract, or award a probationary contract pursuant to Section E below.

E. Teachers who have met all legal qualifications or requirements to become eligible for a continuing contract but who, in the opinion of the Employer, have certain other deficiencies, if re-employed on a subsequent limited contract shall be so notified by the Superintendent with reasons directed at the professional improvement of the teacher on or before June 1. Such Teacher may be placed on such a subsequent limited (probationary) contract for a period not to exceed two (2) years. At the end of the probationary contract period, such Teacher shall be given a continuing contract or, in the alternative, shall be given no contract of employment. Any action required by the Board to be taken in May regarding the employment, re-employment or non-re-employment of any Teacher, or any notices pursuant thereto, shall be taken at a May meeting of the Board.

F. Supplemental contracts shall be entered into with each Teacher who is to perform duties which are in addition to such Teacher's regular teaching duties and for which compensation is authorized for such additional duties. Such contracts shall be limited contracts, and shall set forth the additional duties and the compensation to be paid for such additional duties. The duration of said contracts shall be for not more than one (1) year, and they shall expire without Board action on June 30 of each year.

5.3 Re-employment

At a meeting of the Board in May, the Superintendent shall present to the Board for its approval and confirmation, a list of Members to be non-renewed or renewed, with recommendations as to renewal or issuance of new contracts. Upon the approval and confirmation of the Board, the Treasurer shall then issue contracts and notifications of salaries in accordance with law.

5.4 Nonrenewal of Contracts

A. Any Teacher employed under a limited contract other than supplemental contracts whom the Superintendent intends not to recommend for re-employment shall be so notified by the Superintendent and reasons given in writing on or before the 10th day of May. Upon authorization of the Teacher, the President of the FEA shall be given a copy of the reasons within three work days.

B. A Teacher shall be granted, upon request, an opportunity for a conference with the Superintendent regarding the reasons for the recommendation not to re-employ. The principal and/or an Association representative shall be present at such conference upon request of the Teacher.

C. The Board shall act upon non-renewals, renewals or the granting of continuing contracts at a May Board meeting.

D. Teachers who are not to be reappointed shall be given the reasons and notified in writing by the Treasurer on or before June 1. Such written notice to the Teacher of non-re-employment shall not be necessary provided that the Teacher, after having

consulted with the Superintendent, shall have given to the Board before the May Meeting set forth in 5.4(C), a letter asking that he/she not be reappointed.

E. A Unit Member who is non-renewed may request a meeting with the Board in executive session, by written request to the Treasurer within ten (10) work days of Board action of nonrenewal. Such meeting will be held no later than the regularly scheduled June Board meeting.

F. The Board may act to non-renew a Teacher's contract regardless of the presence of an Improvement Plan or a Teacher's performance on an Improvement Plan.

G. The nonrenewal procedures contained in this Section specifically supersede and take the place of any and all nonrenewal procedures contained in the ORC, including but not limited to ORC §3319.11. Any alleged procedural violations of this nonrenewal section are subject to the grievance procedure.

5.5 Contract Termination

A. The contract of a Member may be terminated by the Employer for good and just cause. The procedures for such termination shall be as prescribed by ORC §3319.16.

B. Any Member who has been notified of the Board's intent to terminate his/her contract of employment shall have the right to be represented by counsel, the FEA or other person of his/her choice.

5.6 Resignations

A written notice of resignation filed with the Superintendent prior to and including July 10 is automatically effective without the approval of the Board. A written request for release from contract after July 10 may be approved by the Board under extenuating circumstances.

5.7 Reduction of Staff

A. When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District or for financial reasons, the Employer decides that it will be necessary to reduce the number of Teachers, it may make a reasonable reduction. In making such reduction, the Employer shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each certification/licensure affected, give preference to Teachers on continuing contracts.

Prior to proceeding with an anticipated staff reduction, the Association President shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Board and

representatives of the Association to review the appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is necessary, what areas of certification/licensure may be affected, the possible extent of the anticipated reduction and the possible effects of the reduction.

1. The Board shall handle all staff reductions first through normal attrition.

2. Limited contract teachers shall be reduced by using the following order:

   a. Area of licensure/certification;

   b. Competency as determined by formal evaluation;

   c. When evaluations are comparable, by lowest seniority in the District.

3. Continuing contract teachers shall be reduced only after all limited contract teachers in the teaching field of assignment by using the following order:

   a. Area of licensure/certification;

   b. Competency as determined by formal evaluation;

   c. When evaluations are comparable, by lowest seniority in the District.

B. If the District incurs a reduction or elimination of state or federal dollars, the Board may suspend the contracts of Unit Members, provided the elimination or reduction of state or federal dollars is not caused by any action of the Employer. Suspension of contracts shall be made using the procedures of this Article.

Current state and federal programs are:

1. Auxiliary Services
2. Title I, II, IV, VI-B
3. Summer Intervention
4. Vocational Education
5. Sandusky County Juvenile Justice Center

The Employer will notify the Association in writing of any additional state or federal programs included in the District.

C. In the event a reduction in staff occurs during a school year, i.e., when school is in session, a Teacher shall be granted two (2) days of personal leave to interview prospective employers. The Employer will assist the Teacher in finding new employment.

D. Teachers not re-employed due to a reduction in staff will be placed on the substitute list if they so desire. Every attempt shall be made to utilize these Teachers first when substitutes are needed.

E. Teachers whose contracts are suspended shall have the right of restoration to service status for up to eighteen (18) months in reverse order of layoff.

1. This shall be done when teaching positions become vacant or are created for which any of such Teachers are or become qualified.

2. Evaluations within the same final rating category will be considered comparable to each other (e.g. Accomplished are comparable to Accomplished, Skilled are comparable to Skilled, etc.)

3. Any Teacher who refuses an assignment of recall shall have no further rights of recall.

5.8 Employer-Teacher Relations

A. The Unit Member may refuse to carry out any order which threatens immediate physical safety or well-being.

B. 1. No Unit Member shall be disciplined without just cause. Disciplinary action shall be uniformly applied, using the principles of progressive discipline. The following progressive discipline shall normally be followed:

Step 1. Verbal Warning
Step 2. Written Reprimand
Step 3. Suspension Without Pay
Step 4. Termination

Depending on the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at the discretion of the Superintendent at any step. All disciplinary actions against teachers must be approved by the appropriate central office administrator before they become official.

A verbal or written reprimand will not be issued prior to the Employer having met and discussed the reason(s) for the discipline. The Administration will notify a teacher prior to a meeting if it is a disciplinary matter.

2. No suspension or termination shall be given to any employee until the employee has been issued a written statement of the charges against him/her and had an opportunity to respond to the charges in a disciplinary hearing. The employee shall have the right to be represented by an Association Representative at any step of progressive discipline.

3. Records of disciplinary action shall be removed from an employee's personnel file at his/her request, twenty-four (24) months after the disciplinary action, provided the employee has no intervening disciplinary

actions. The records will be maintained in accordance with the District's records retention schedule.

4. A Unit Member with a disciplinary grievance or an authorized Association representative may file a grievance starting at Level II.

5. Appeals of disciplinary action other than termination shall be taken exclusively through the Grievance Procedure. Appeals of termination shall be made pursuant to Ohio Revised Code 3319.16.

C. Existing Board policies, rules, regulations and directions shall be posted in places accessible to all staff in the system. The Board will email a copy of all Board meeting minutes to all Teachers.

D. Civil Disturbance - In the case of general civil disturbance in the area of a school, a Teacher fearful for his/her safety shall contact his/her principal for instructions as to his/her work assignment. No Teacher shall be required to report to school, where in the opinion of the Superintendent, a clear and present danger exists. In the event of disorder or other emergency while school is in session, no Teacher shall leave a class unattended or dismiss a class unless instructed to do so by the principal or his/her designated representative.

E. Public Complaints - Anonymous complaints shall not be accepted by the Employer. The Employer shall follow the Board Policy regarding Public Complaints.

If the complainant takes the complaint to the Board, the discussion will be held in executive session. At all levels of this procedure the employee shall be notified of any and all conferences and may elect to be present at the Superintendent and Board levels of this procedure. Attendance of the employee shall be at the discretion of the Superintendent.

Complaints shall be investigated fully and completely to determine the accuracy, validity and timeliness of the complaint. The employee has the right to make written responses to the complaint and findings from any and all conferences.

F. No certificated employee shall ridicule or harass another employee for any reason while in the course of employment, provided, however, nothing herein shall preclude the Employer from offering constructive criticism and giving direct orders, in a professional manner, to a subordinate when such criticism and orders are necessary for the performance of the assigned duties of the Employer. Criticism in front of students or peers is considered unprofessional.

G. Nothing herein shall preclude any Member from offering constructive criticism, in a professional manner, to any administrator, or fellow Member when such criticism is directed toward professional conduct, ethics, or betterment of the District.

H. A Teacher shall not be disciplined or dismissed for: lawful actions outside the scope of one's employment; actions not in violation of a Board rule, regulation or this Agreement; or participation in negotiations or grievances.

I. Student Complaints - Students are encouraged to discuss any complaints with a teacher against whom the complaint is directed. In the event a student does not feel this process is advisable, the principal shall attempt to initiate a meeting, if the parents consent, with the student, Teacher and principal to discuss the problem. Anonymous complaints shall not be accepted by the administration. No student complaint or written memo arising from a student complaint shall be made part of the Teacher's personnel file, this restriction shall not apply however to a written reprimand.

5.9 Teacher/Counselor Evaluation

A. Evaluation Procedure: The procedural requirements set forth in this Agreement follow statutory obligations established under sections 3319.111, 3319.112 and 3319.113 of the Ohio Revised Code and conform to the frameworks for the evaluation of teachers/counselors developed under sections 3319.112 and 3319.113 of the Ohio Revised Code.

1. Teachers/Counselors will be given at least one holistic summative evaluation each school year. Observations and evaluations shall be done by District administrators. Each holistic summative evaluation must include a minimum of two thirty-minute formal observations along with walkthroughs (at least two) and will be completed prior to May 1. Counselors' walkthroughs shall be during non-confidential activities. The holistic final summative evaluation must be based upon a combination of formal and informal observations, evidence of practice and professionalism, and high-quality student data, using the Teacher Performance Evaluation Rubric, for those Teachers who spend at least fifty percent (50%) of the time employed providing student instruction. Counselors' evaluations will be based on six (6) standards and a seventh (7^{th}) area focused on metrics of student outcomes. Each teacher/counselor will be assigned a rating of accomplished, skilled, developing, or ineffective. The holistic final summative evaluation will be delivered to the teacher/counselor no later than May 10. For those teachers who do not spend at least fifty percent (50%) of the time employed providing student instruction, all of the same procedures and deadlines will be used, however, there will be no high-quality student data used in their evaluations.

2. Any teacher/counselor who received a rating of "Accomplished" on their most recent evaluation conducted under this section may be evaluated once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to his/her evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. "Accomplished"

counselors may be evaluated once every three (3) school years so long as the metrics of student outcomes for the most recent school year for which data is available, is skilled or higher. In those years that the teacher/counselor is not being formally evaluated, the member shall be formally observed at least once and shall have at least one conference per year with his/her evaluator (using the appropriate OhioES observation and post conference form along with the metrics of student outcomes for school counselors).

3. Any teacher/counselor who received a rating of "Skilled" on their most recent evaluation conducted under this section may be evaluated once every two (2) school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. "Skilled" counselors may be evaluated once every two (2) school years so long as the metrics of student outcomes for the most recent school year for which data is available, is skilled or higher. In those years that the teacher/counselor is not being formally evaluated, the member shall be formally observed at least once and have at least one conference held per year with his/her evaluator (using the appropriate OhioES observation and post conference form along with the metrics of student outcomes for school counselors).

4. Any teacher/counselor who has submitted a notice of retirement that has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted may be excluded from the evaluation process with the exception of completing a Professional Growth Plan. Any teacher/counselor who is on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board, may be excluded from the evaluation process with the exception of completing a Professional Growth Plan. Any teacher who is participating in the teacher residency program under Ohio Revised Code section 3319.223 may be excluded from the evaluation process in the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators, with the exception of completing a Professional Growth Plan.

5. Notwithstanding the foregoing, teachers/counselors on a one-year contract, or in the final year of a limited contract whom the Employer intends to not recommend for renewal of their contract will be given the holistic final summative evaluation as specified in section (A)(1) of this Article, with the exception that the evaluation must include a minimum of three (3) thirty (30)-minute formal observations along with at least two (2) walkthroughs.

6. Those teachers/counselors who are not on an improvement plan will complete a Professional Growth Plan in collaboration with their principal prior to the first formal observation.

7. Formal observations shall not be scheduled the first or last week of school or the day before or after a holiday.

8. Absent extenuating circumstances, a post observation conference shall be held within 10 workdays following the final thirty (30)-minute formal observation during which areas of reinforcement and refinement shall be discussed.

9. If a teacher/counselor is rated ineffective on his/her evaluation or any of the individual components of the evaluation, an Improvement Plan noting a desired level of performance including a specific plan of action and providing assistance with professional development, shall be given in writing.

10. A follow-up observation will be held to assess the teacher's/counselor's progress as contained in the Improvement Plan.

11. Absent extenuating circumstances, an Improvement Plan conference will be held within ten (10) workdays after the follow-up observation to discuss improvements and continuing deficiencies. Due dates for the desired level of performance shall be noted on the Improvement Plan. The teacher/counselor may have an Association representative present at the conference provided it does not delay the process.

12. Nothing will be included in an evaluation that is not known by and discussed with the person being evaluated. No reference will be made to information that is not verifiable. This process will not circumvent any procedures required by the Agreement in dealing with student and/or parent complaints.

13. The holistic final summative evaluation form shall be signed by the evaluator. The form should then be signed by the Member to verify notification to the Member that the evaluation will be placed in the personnel file. However, the Member's signature should not be construed as evidence that the Member agrees with the content of the evaluation report.

14. The Member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the Member's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy, signed by both parties, shall be retained by the Member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal.

B. Copies of holistic final summative evaluations shall be placed in the personnel file.

C. Other classroom observations and evaluations may be conducted as needed at the discretion of the administrator. The Member shall be notified of concerns and of the intent to conduct additional observations and evaluations. The Member shall be notified of his/her right to have an FEA representative (Association President or Building Representative) notified and, at the Member's request, the FEA representative selected shall be notified of the intent to conduct the additional observations and evaluations by the administrator.

D. The Evaluation Forms (See OhioES and related resources established by the Ohio Department of Education) will be the only forms used in the formal evaluation.

E. The evaluation procedures set forth in this Agreement shall be the sole procedures utilized by the Employer in its evaluation of Unit Members.

F. Evaluation of auxiliary service personnel shall be conducted by the Employer who may solicit input from the on-site administrator.

G. Standing Joint Committee for Teacher Evaluation

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the procedures, processes, and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

1. Committee Composition

The committee shall be comprised of two (2) Association members appointed by the Association President two (2) from each of Elementary, Middle School and High School and two (2) members appointed by the Superintendent/designee.

2. Committee Operation

a. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

b. All decisions of the committee shall be achieved by consensus.

c. Members of the committee shall receive release time for committee work and training during the contractual work day when possible. Training and committee meetings held outside of the contractual work day, without release time, shall be compensated at $25.00 per hour.

3. Committee Authority

The committee shall be responsible for jointly developing, reviewing, and recommending the procedures and processes for teacher evaluation.

4. High Quality Student Data (HQSD)

a. Teachers will be notified as to what student assessments can be utilized to enhance instruction and improve student learning for the appropriate grade level, the data from which may be considered high-quality student data no later than September 1 for the upcoming school year. The high-quality student data shall include value-added progress dimensions, when applicable.

b. The teacher shall submit at least two measures of high-quality student data to provide evidence of student learning attributable to the teacher being evaluated for approval no later than the end of the third full week in September.

i. The evaluation committee shall review and approve all submitted HQSD instruments by the end of the second full week in October.

ii. Any HQSD instruments rejected by the evaluation committee shall be returned to the Teacher/group with specific designation of deficiencies by the end of the second full week in October with a timeline of ten (10) school days for the resubmittal of the corrected or a differently selected HQSD instrument.

c. Teachers shall submit all HQSD results to his/her evaluator by the second Friday in April.

d. Evaluators shall conduct a final meeting with individual teachers to discuss HQSD scores by May 10.

5.10 Personnel Records

Upon request, a Teacher shall be permitted to review his/her personnel file during the regular business hours of the administrative offices. At the direction of the Superintendent, information gathered prior to employment of the Teacher shall be removed from the file. The review of the file by the Teacher shall be in the presence of the Superintendent. No material shall be removed from said file by the Teacher without the written authorization of the Superintendent. Upon request, copies of any material contained in the file shall be provided said Teacher, upon payment of the reasonable cost of reproducing such copies.

Copies of derogatory information that are to be placed in a Member's personnel file will be provided to the Member. The Member may attach a rebuttal to documents placed in their file.

At the beginning of each school year the Treasurer shall submit to each contracted Member of the bargaining unit the following:

1. extra accumulated severance days
2. years credited in the District
3. training level

Accumulated sick leave shall be provided on each Member's pay stub.

5.11 New Teacher Rights

The Employer shall determine the needs of new Teachers for orientation. Included in this orientation shall be information about:

1. Compensation
2. Insurance Policies
3. District policies and guidelines are available on the District website, and Building rules and procedures will be reviewed by the Building principal

Such orientation shall not exceed two (2) days in addition to the school calendar. The FEA will be given time on the agenda. In addition, Teachers new to the District will attend three (3) two-hour meetings to address curriculum and technology issues as part of their new Teacher orientation. The meetings will be held one (1) time each month in September, October, and November.

5.12 Building Procedures

Each building principal will provide to the Members of his/her staff and the FEA the written procedures for that building at the beginning of the opening of school for students or as soon thereafter as practicable provided that such distribution shall not be later than the end of the first week of October. Changes shall be furnished as soon as practical. No building's written procedures shall be in conflict with adopted policies of the Employer. All the building policy handbooks shall be returned to the building administrator by the end of the school year.

5.13 Health

A. Except as required by federal, state or local health agencies, or by law, or by this Agreement, the Employer may not require a Member to have a physical examination. This paragraph does not abridge any rights of the Employer for an examination during the course of litigation.

B. No Teacher in the employ of the Employer shall be required to pay the cost of any medical examination or test required by law or by regulation of the Employer.

C. The Employer shall arrange for any medical examination or test for which the expense is an obligation of the Employer pursuant to this section. Except as otherwise provided in this section, a Teacher may have any examination or test made by the person of his or her choice authorized to conduct such examination or test, but the Employer shall not be required to pay any amount of such test or examination exceeding that which the Employer otherwise would have been obligated to pay.

D. The Employer shall make available the Hepatitis B vaccine and vaccine series to all Members who have, or have cause to believe, occupational exposure, and post-exposure evaluation and follow-up to all Members who have been exposed.

Medical evaluations and procedures will be provided at no cost to the Member, will be made available to the Member at reasonable time and place, and performed by or under the supervision of a licensed physician or licensed health care professional.

5.14 Health and Wellness Program

A. Purpose

The purpose of the Health and Wellness Program is to assist Members whose personal problems are affecting their job performance and to promote better employee health.

B. Eligibility

EAP eligibility in the program is inclusive of all full and part-time Members and their dependents as defined by the carrier. Eligibility in the Wellness Program is inclusive of all full and part-time Members.

C. Administration of the Health and Wellness Program

1. A committee shall annually be appointed by the Employer, OAPSE, and FEA to oversee operations of the established program.

2. The Health and Wellness Program Committee shall meet quarterly. (Specific individuals and/or cases shall not be discussed.) The topics and agenda for this meeting shall be limited to program issues such as: administration of the program, costs of the program, and periodic evaluation of the program.

Reporting information shall be limited to restrictions on confidentiality and EAP guidelines.

3. Membership on this committee shall include: three (3) Unit Members appointed by the President of the FEA, a Board member, two (2) administrative members appointed by the Superintendent and three (3) representatives from OAPSE. All committee recommendations must be reached by consensus.

D. Scope of Health and Wellness Program

The Health and Wellness Committee will meet to examine costs and savings, to investigate ways to save administrative costs (including the review of other insurance networks and third party administrators) and to educate staff about insurance usages.

The Employer shall provide an Employee Assistance Program that offers counseling in each of the following areas:

1. drug and alcohol problems
2. emotional problems
3. family problems
4. marital problems
5. legal/financial problems

The Employer shall provide, at no cost to the Member, initial consultation and/or assessment service as defined within the program.

The Employer accepts that in cases involving professional treatment, sick leave will be granted for treatment or rehabilitation on the same basis as is granted for other health purposes. Unpaid leave shall be recommended when treatment or rehabilitation is needed, and no paid leave is available. The directed Member will be required to be medically certified as capable of returning to work before being readmitted to his/her work site.

Implementation of this policy will not jeopardize a Member's job security.

This policy is voided by refusal of a Member to accept professional assessment and treatment, if needed, or failure to respond to diagnosis and treatment, if needed, when job performance is affected, and shall not be interpreted as a waiver of the Employer's responsibility to follow proper disciplinary procedure.

All information regarding a Member's participation in this program will be confidential.

5.15 Seniority

A. Seniority shall mean the length of continuous employment in a bargaining unit position, except that time spent on inactive pay status (unpaid leave or layoff) shall

not contribute to the accrual of seniority but shall also not constitute a break in seniority.

B. For layoff purposes only (reduction in force), Members employed under continuing contract shall have greater seniority than Members employed under limited contract.

C. Seniority lists shall be made available on the District's intranet annually, by October 15 of each work year. The Employer shall prepare and make available seniority lists indicating, by area of certification/licensure, the first day worked, the date of the Board meeting the employee was hired, and the contract status (limited or continuing) of each Member. Said lists shall be provided to the Association President on or before the date the lists are made available on the intranet.

1. The names of Members on the seniority lists shall appear in seniority rank order within areas of certification/licensure with the name of the most senior Member appearing at the top of the listing and the name of the least senior Member appearing at the bottom of the listing.

2. The names of Members who are certified/licensed in more than one (1) area shall be included on each list for all areas of certification.

3. Members with comprehensive certificates/licenses will not be listed in individual subject areas covered by that certificate/license, but will maintain their seniority in those areas.

Article 6 - Assignments, Vacancies, and Transfers

6.1 Assignments

A. All Teachers are subject to annual assignment by the Superintendent. Recommendations from the building principals after discussion with the affected Teacher(s) will be considered in making the assignments. Teachers will be notified of their assignments by the Superintendent on or before the last work day of the year. If no notice of reassignment is received by the last work day, the assignment is the same as the current school year, except that the Superintendent reserves the right to make reassignments at a later date, if in his/her judgment, it is to be in the best interest of the schools. The principal and the Teacher shall be notified in writing of the reassignment.

B. A Teacher reassigned after the last work day shall be granted, upon request, a conference with the Superintendent to discuss the reassignment. Following such conference, a Teacher unwilling to be reassigned may, at his/her option, resign. Such resignation shall be accepted by the Board.

C. If a reassignment after July 11 requires a Teacher to prepare an alternative preparation, the Teacher shall be granted, upon approval of the Superintendent, two

(2) days of extended service to prepare for classes provided the time is spent outside the adopted school calendar, and on campus.

D. Involuntarily transferred Teachers who require a move over the summer shall receive their per diem rate of pay for up to one (1) extended day of service to move classrooms within the same building and up to two (2) extended days of service to move classrooms to another building.

E. Reassignments shall not be made in an arbitrary or capricious manner.

6.2 Vacancies

A. A vacancy shall be defined as a bargaining unit position open due to retirement, resignation, voluntary transfer, non-renewal, termination or a newly created position which the Board intends to fill. Members are encouraged to apply for any vacancy for which they have credentials. Qualified Unit Members shall be given first consideration for the vacancy. Vacancies shall be publicized, as set forth in Subsection B herein, for no less than seven days. Vacancies occurring within the three weeks of the opening of school and up to September 15, need not meet this publicity requirement.

B. Whenever a vacancy occurs for which Members are qualified, the Employer shall publicize the vacancy via email to each employee. Such email announcements shall include information concerning general responsibilities, qualifications, and procedures for applying for the position. When a vacancy occurs during the summer vacation, the Employer shall provide written notification of the vacancy to each Member who has submitted a written request for a change of assignment and/or position, and an email notification to all bargaining unit members via their District email account. It is the Member's responsibility to provide the Employer with the appropriate address and telephone numbers at all times and to verify their request.

C. The Employer has the right to select any qualified candidate.

6.3 Summer and Evening Schools

A. New appointments to summer and evening schools and all other education programs sponsored by the Employer will be based upon proper certification/licensure and satisfactory experience in the subject to be taught. Members are encouraged to apply for any vacancy for which they qualify. Preference shall be given to qualified candidates from within the professional staff with first consideration to be given the Member with the greatest length of service to the District and with classroom teaching experience in the area of certification/licensure.

B. 1. A list of openings for summer and evening teaching positions shall be maintained by the administration in places accessible to all Teachers in the

system. Applications for summer school teaching positions may be made to the administration by the designated deadline on the posting.

2. Summer school Teacher applicants shall receive notification by May 25, that:

   a. They will or will not be recommended for employment.

   b. There is a possibility of appointment.

3. In the case of last minute changes of enrollment, later notification may be necessary.

6.4 Voluntary Transfer

The Employer shall publish, when the personnel office is notified that a vacancy is to occur, a list of professional openings available. The posting shall state the building and grade level where the vacancy exists.

During the summer vacation, the Employer shall provide written notification of the vacancy to each Member who has submitted a written and verified request for a transfer.

A. Interested Teachers shall submit in writing a transfer request to the Employer prior to the close of the posting period.

B. The procedure to be used in the transfer of Unit Members shall be in the following order:

   1. Transfer within a building - Teacher request for a transfer within a building will be governed by the following:

      a. availability of a position,

      b. individual Member's interest in moving,

      c. building seniority,

      d. longevity in the District,

      e. evaluation,

      f. licensure.

      No interviews will be required for a transfer within a building.

   2. Transfer between buildings - Teacher request for a transfer between buildings will be governed by the following:

      a. availability of a position,

      b. individual Member's interest in moving,

c. longevity in the District,

d. evaluation,

e. needs of the District.

All Members who have submitted a request for transfer shall be interviewed by the building principal(s).

3. When a transfer is denied, the Teacher concerned shall be notified in writing within five (5) work days of the reasons for the denial. Upon request such Teacher shall be granted an appeal with the Superintendent. The Superintendent shall schedule a hearing with the parties involved within seven (7) days after the appeal. Both parties shall be heard. The Superintendent may alter the decision of the building principal(s). The Superintendent will render a written decision within five (5) days of the hearing.

6.5 Employment of Retired Teachers

A. For purposes of salary schedule placement, a retired Teacher will be granted a maximum of ten (10) years' service credit and their educational attainment. A retired Teacher may not advance beyond Level 10 on the salary schedule.

B. A retired Teacher will be awarded a one-year contract of employment that will automatically expire at the end of the applicable school year without notice of non-renewal or compliance with any other legal requirements. A performance evaluation shall be submitted to the Superintendent by May 1.

C. A retired Teacher may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.

D. For purposes of Reduction in Force, a retired Teacher will be the first to be reduced in force.

E. A retired Teacher shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.

F. A retired Teacher shall not be eligible to participate in the District's hospitalization, dental, vision or other health insurance programs offered to employees, unless such retired teacher is ineligible for such insurances through STRS or his/her spouse.

G. Prior employment in the District is not a guarantee of post-retirement employment or a particular assignment, if hired. Sections 6.2 – 6.4 of the Master Agreement will be followed prior to the assignment of a retired Teacher.

H. A retired Teacher shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

I. The procedures in this Section supersede and take the place of any and all provisions in the ORC which may conflict with this Section, including but not limited to the nonrenewal and continuing contract provisions of 3319.11, the evaluation provisions of 3319.111, the layoff provisions of 3319.17, and the severance provisions of 124.39.

Article 7 - Working Conditions

7.1 School Year and Calendar

A. The Labor/Management Committee will begin the development of the school calendar in the month of October. The FEA will have an elementary, middle school and high school representative for this calendar development. Parameters for the calendar development will be shared at the October meeting. The Labor/Management Committee will develop two calendars. The FEA will submit the two calendars to its Members, and then indicate the Members' preference to the Employer. The Board will have the option of choosing either one of the two calendars. The Committee has the option of developing calendars two years in advance.

B.
180	Student Days with Parent-Teacher Days included
2	Days before the 1st student day, 1 of which will be a Teacher Work Day and 1 may be an orientation day.
1	Teacher Work Day at the end of the 1st semester.
1	Teacher In-Service Day.
1	Teacher Work Day at the end of the 2nd semester.

C. The Board will make reasonable efforts to ensure teachers will have current student rosters in progress book no later than the first contractual workday.

D. Members will not be required to report to work on the first five (5) school days in the school year when schools are closed for the entire day because of weather or other conditions. If schools are closed for a number of days such that the District's school year falls below the state-required minimum number of hours of student instruction (R.C. 3313.48), hours will be made up.

7.2 School Day

A. Notwithstanding Section 7.4, the length of the Teacher work day shall be seven hours and thirty minutes at the secondary level and seven hours at the elementary level. The length of the student day shall be seven hours at the secondary level and six and a half hours at the elementary level. However, all Teachers shall have the same starting and ending time at the assigned building.

B. The building principal shall assign one (1) or more Teachers to supervise children to be transported by bus. Such Teacher shall perform "bus" duties as are prescribed by the principal and shall receive no additional compensation beyond that paid for the performance of regular teaching duties. Bus duty shall not extend past the scheduled Teacher's work day.

C. The building principal may, at his/her discretion, schedule periodic in-service meetings and workshops for his/her staff. Such meetings and workshops may be scheduled after the regular school day as set forth herein. No Teacher shall receive any additional compensation for attendance at such meetings or workshops beyond that paid for the performance of regular teaching duties.

D. The number of minutes in the work day is negotiable, but the specific starting and ending times of the work day are set by the Employer. Should a problem arise, it will be resolved by the Labor/Management Committee.

E. One-half day shall be determined by finding the mid-point in a Teacher's work day according to time a Teacher is due in his/her assigned building.

7.3 Duties of Teachers

A. The certificated personnel are expected to function within the policies and guidelines as established by the Employer, Superintendent, and building principals.

Every Teacher will be furnished a schedule by the building principal stating his/her additional assignments of hall duty, bus duty, and lunch duty. These assignments will be divided equally/equitably among all Teachers in the building as part of his/her regular responsibilities.

B. Teachers shall conform to the school hours set by the Employer, including deviations from the regular school day as determined by the Superintendent.

C. Teachers shall attend all faculty meetings called by the Principal, Department Head, Coordinator, or Superintendent, before, during or after school unless excused by the person calling the meeting prior to the time of the meeting.

1. Teachers shall not be required to attend more than one (1) faculty meeting totaling no more than ninety (90) minutes per month except in cases of urgent necessity.

2. Secondary Teachers assigned to more than one building shall be responsible for assigned extra duties at the home base only, unless mutually agreed to. The amount of duties shall be the same amount as other Teachers at the home base building.

3. Special area elementary Teachers will have the same amount of duties as regular elementary Teachers.

D. The primary duty of a Teacher is to carry on the actual instructional program which includes not only the teaching of the subject matter but also assisting with duties and activities which further the growth of the whole child and assists in his/her overall development. Extra-curricular activities are considered an integral part of the overall school program. Consequently, Teachers are expected to share in supervising non-classroom or extra-curricular activities during the Teacher day. Teachers shall be expected to attend their school's open house. Teachers may volunteer but shall not be required to perform any additional curricular or extra-curricular duties beyond the Teacher's contract day (more than once per year). This provision shall not be construed in such a manner as to provide the Employer with the authority to assign Teachers in a "police" function.

E. The primary role of a building principal shall be to administer his/her building and to serve as an educational leader in the building. In any building in which an assistant principal has not been assigned, a central office administrator shall have responsibility for the building when the principal is absent from the District. No Teacher shall be responsible for the administration of any building; Teachers' responsibilities are set forth in this section.

F. Teachers shall keep an outline of classroom procedures and lesson plans available at all times.

G. Each elementary Teacher shall prepare and follow a daily schedule which has been approved by the principal and which shall include instructional time, conference/planning time, and a 30-minute uninterrupted duty free lunch time. A copy of this schedule shall be filed with the principal and Superintendent within three weeks after the beginning of the school term. Special program Teachers who work with elementary students shall prepare and follow a daily schedule which has been provided to the principals of the involved buildings. Special program Teachers' schedules shall be constructed in such a manner that each building's times are specified and are to be approved by the principal in each building they are assigned.

H. Teachers shall keep their classes in session each day during school hours and shall not dismiss them for any time without the consent of the principal.

1. Teachers shall not leave the school during the regular school hours except under arrangements approved by the building principal. This does not apply to the thirty minute lunch period.

2. Each principal shall provide each Member within his/her building a master schedule of all Members within the building.

I. Teachers shall be responsible for all school property and equipment entrusted to them.

J. Teachers shall be responsible for the orderly deportment of their pupils and will be assisted in all proper, reasonable and legal means to secure these ends.

K. Teachers shall give every reasonable assistance to pupils in their studies when missed work is due to excused absence.

L. Teachers shall give careful attention to the health and comfort of the pupils under their care. Teachers shall observe the physical condition of the room relative to heat, ventilation, lighting and cleanliness. They shall be on the alert for any symptoms of illness among the pupils and report any unsatisfactory condition to the principal. Renovations or work by outside contractors shall not be scheduled in such a way as to interrupt the regular school day, except in case of necessity.

M. Teachers shall, insofar as practical, become acquainted with parents of their pupils and are urged to call and/or visit with them in conferences and parent-teacher meetings.

N. Teachers are not to promote, advertise, or sell tickets for any organization during school time, nor permit any of their school time to be occupied by agents except as directed by the principal or Superintendent.

O. Teachers shall keep all records and make all reports as required in the building policy handbook. Teachers shall be granted reasonable time and opportunity to do any and all paperwork.

P. All school funds shall be turned in to the building principal daily for safekeeping. No Teacher shall keep school monies in his/her desk or on his/her person.

Q. Teachers are responsible for preparing lesson plans. Lesson plans may be checked at the time of official observation, at reasonable intervals, and to prepare a substitute for the day. Copies of lesson plans will be provided to the building principal as requested.

R. Each Teacher shall be familiar with the location of fire extinguishers and fire alarms within the building. Teachers shall post current and accurate emergency information in a visible location in their classroom at all times.

S. Teachers will administer pre-dispensed medicines on field trips and in a health related necessity if a nurse is unavailable. No Teacher, other than a school nurse, shall be required to perform other nursing duties or medical procedures unless the Teacher volunteers and is trained for such duties.

7.4 Instructional Load

A. Elementary

1. The administration shall be responsible for the actual equitable distribution of work among Members. Work shall be defined as class size, instructional/noninstructional duties, room assignments, and class roster.

2. Teachers at the elementary level shall be provided with the opportunity for input to the building principal in the scheduling of such work.

3. Elementary and special area Teachers shall have 200 minutes of scheduled conference/planning time during each teacher's work week. Special area Teachers (art, physical education and music) shall have at least two (2) thirty (30) minute conference/planning periods per week.

4. The District will provide Art, P.E., and music instruction for at least forty-five (45) minutes per class per week. In August of each year representatives of the Administration and the FEA will meet to review special Teacher schedules with a goal of maximizing regular teaching conference/planning time.

B. Secondary

1. The administration shall be responsible for the actual equitable distribution of work among Members. Work shall be defined as number of classes, number of preparations, class size, instructional/noninstructional duties, room assignments, and number of classes at a specific instructional level.

2. Teachers through the process established and agreed to at the building level shall be provided with the opportunity to recommend the process to be utilized for the creation of the master schedule.

3. Secondary Teachers will teach no more than six (6) sections per day unless they waive this right in writing and so agree to teach more than six.

4. Secondary Teachers will be guaranteed one (1) full conference/planning period of at least 40 minutes per day and a thirty (30) minute duty free lunch.

5. As the schedule permits, intervention or tutorial time shall be provided. Tutorial time will be designated as duty time.

6. Each secondary building principal will develop an alternate schedule to follow when assemblies and/or delays are scheduled. This schedule shall reflect that all class periods will meet during the day.

7.5 Class Size

Pupil-Teacher ratio being a vital aspect of an effective education program and directly related to the volume of teacher work, it is believed that an effort to reduce the pupil-Teacher ratio will (a) help pupils achieve academically, and (b) aid in the recruitment and retention of qualified Teachers. The utilization of facilities, personnel, and future planning should be such as to attain these goals:

1. An elementary class size of a maximum of 25:1 per student to general education classroom Teacher ratio should be maintained. No elementary or

secondary classroom should contain more students than reasonable educational standards would dictate. The Employer will maintain class size in accordance with accepted standards. If the number of students in a Teacher's classroom exceeds the class size maximum, the Teacher may request a meeting with the Administration to discuss options to address the situation.

The Board shall maintain an equitable balance for elementary class sizes in order to stay below the maximum number of students per classroom.

2. Enrollment in classes with a limited number of work stations will be limited to the number of available stations.

3. Special service classes for students identified as special education must be limited to the number allowed under State Standards.

4. The Administration will make every attempt to allocate aide time to the classes with the highest student-Teacher ratio.

7.6 Students with Disabilities in Regular Classrooms

A. Assistance for Teachers

The Employer will provide assistance for regular education Teachers in meeting the needs of children with disabilities in the form of the intervention specialist and/or the paraprofessional and/or the Student Assistance Team (SAT) process.

B. Student Assistance Team

In matters affecting the integration of special needs students, or in handling the needs of any student, the purpose of the SAT is to recommend interventions for review and possible action. Any Unit Member that is involved with the education of a student will be invited to SAT meetings involving that student.

Purpose To assist in scheduling/placement of special needs students in a fair and equitable manner; to provide assistance to teacher(s); to develop and recommend in-service programs (in-services) for staff; to provide specialized instructional assistance by special education staff to the student or Teacher as delineated in the IEP; to request the reconvening of the IEP Team to discuss appropriate placement of a particular student; to assist in providing counseling/social services to the student as delineated in the IEP; to arrange for consultative services for the Unit Member; to provide any other assistance or support services that are needed by the Teacher(s) in order to meet the requirements of the IEP. The assistance provided to Teacher(s) must be with the concurrence of the Teacher(s) affected and with the agreement of the Association and the Employer.

Function — To improve, maintain and support communication between and among staff and administration in relation to special needs students in regular classrooms (incl. records review); to provide a method of input and information for staff, students and parents; to improve the coordination of services provided; to make recommendations for the improvement of/in the District's policies regarding the placement of special needs students; to recommend special educational programs and training for teachers of special needs students.

7.7 Student Records

Teachers may review student files when necessary for the furtherance of instruction. Should a child be referred and accepted for psychological testing, the principal shall note acceptance for such testing in the child's permanent record as soon as possible after acceptance by student services staff. Testing timelines shall meet the requirements established by the Division of Special Education, State Department of Education. Testing shall be completed as expeditiously as possible. A notation of the completion of such testing shall be placed in the student's permanent record thirty (30) days after the completion of testing. A copy of the test results will be on file in the student's building. Any additional information required should be sought from the building principal and/or school psychologists or the Director of Student Services.

7.8 Textbooks and Supplies

A. General Policy - The Employer shall furnish such textbooks, supplemental texts, and instructional materials as are necessary to the best implementation of the curriculum in all grades.

B. Committees of Teachers and principals under the direction of the Superintendent will be designated to examine textbooks, supplementary texts, and workbooks. The committee/designee will present the written recommendations to the Employer.

7.9 Substitute Teachers

A. Teachers should enter their absence into the absence management system as soon as they are aware they are going to be absent. Teachers should also notify their immediate supervisor. This directive does not preclude the classroom teacher from suggesting a preferred substitute.

B. Teachers are responsible for providing lesson plans for substitutes including up to two (2) weeks' worth of plans for any preplanned extended absence (ex. maternity, surgery, etc.).

7.10 In-Service Program

A. The Employer and the Association shall establish a joint committee to plan for and implement a local in-service program.

B. Any in-service recommended by this committee beyond the contractual in-service time shall be held on a shared-time basis and approved by both parties.

C. All system-wide in-service programs before and/or after regular Teacher work day must be mutually agreed to by the FEA and the Employer.

D. System-wide in-service programs in which consultant fees are to be shared between the Employer and the FEA must be mutually agreed to by the FEA and the Employer.

7.11 Local Professional Development Committee

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Term of Office

Terms of office shall be for three years and members' terms can be renewed, if nobody applies.

C. Committee Composition and Selection

1. The committee shall be comprised of eight members as follows:

- five Teachers
- three administrators

2. The Teacher members shall be selected by the FEA. The administrator(s) shall be selected by the Superintendent. In the event of a vacancy, the committee member shall be replaced in the same manner.

3. When an administrator's license is being considered, at the administrator's request the number of teachers on the committee will be reduced such that a majority of administrators comprise the committee for consideration of that license.

D. Chairperson/Recorder

The committee Chairperson and Recorder shall be determined by majority vote of the committee members.

The responsibilities of the Chairperson are to conduct LPDC meetings, to communicate information to the members of the LPDC, to represent the LPDC at other meetings which may be called, and to initiate the process to fill vacancies on the LPDC in accordance with section C above.

The responsibilities of the Recorder are to maintain minutes of action taken during LPDC meetings, to notify applicants of approval, resubmission, denial status of individual professional development plans and/or proposals for credit, and to receive and send appeals information.

E. Decision Making

Every effort will be made to make decisions by consensus. If consensus cannot be reached, as a last resort a majority vote of a quorum will control. No decision of the committee is subject to the grievance procedure set forth in Article 2.

F. Training

1. With the approval of the Superintendent, members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.

2. If the available training is during work hours, with the approval of the Superintendent the committee members shall be given professional leave to attend.

3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training in accordance with Board policy.

4. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans if they so decide by majority vote.

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete their work. The schedule of meetings will be provided to each staff member at the beginning of the school year. Additional meetings may be scheduled as necessary.

2. Unit Members on the committee shall be paid at a rate of twenty dollars ($20) per hour for hours spent outside of the teacher work day. There shall be a cap of four hundred (400) hours per year outside of the Teacher work day for all Unit Members on the committee, for a total cap of $8,000 per year. Any additional hours beyond this cap must be specifically approved by the Superintendent.

H. Appeals Process

1. Level One. Any certificated/licensed staff member who wishes to appeal the decision of the LPDC may petition the LPDC Chairperson in writing within ten (10) work days or thirty (30) calendar days, whichever comes first. The staff member may resubmit a proposal in writing for the committee to consider. The appeal will be considered at the next regular

scheduled LPDC meeting. The staff member must be present at the meeting.

The LPDC shall render its decision in writing within ten (10) work days, or thirty (30) calendar days, whichever comes first, after the appeal.

2. Level Two. Any certificated/licensed staff member wishing to appeal the Level One decision of the LPDC may petition the Chairperson of the Committee within seven (7) calendar days of the LPDC's decision. An Appeals Committee will be developed consisting of one representative of the LPDC and one person selected by the staff member who is certified/licensed in the same subject area. The two representatives shall mutually agree upon a third person who shall also be certified/licensed in the same subject area. This committee shall schedule a meeting within thirty (30) calendar days of the appeal. The staff member must be present at this meeting.

The Appeals Committee shall render its binding decision in writing within ten (10) calendar days. The decision of this committee is not grievable.

I. The LPDC shall not have authority to revise, change, delete or modify any article/provision of the Master Agreement or written policies and procedures of the Board.

The LPDC does not have the authority to make any decision or promulgate any rule or procedure which impacts upon the wages, hours or terms and conditions of employment of Unit Members, or that requires the expenditure of Board funds, without the express prior approval of the Board and the FEA.

7.12 Resident Educator Program

A. Program Intent

1. It is the intent of the Resident Educator Program to provide participants with assistance and mentoring in those areas determined as necessary implemented in accordance with Ohio Department of Education (ODE) guidelines. Mentors should be considered as colleagues in whom participants may confide, seek knowledge or ask for assistance. Interaction should be conducted informally.

2. The Resident Educator Program shall not replace the Teacher employment evaluation program. Employment evaluation remains the responsibility of the building principal.

B. Mentors

1. Filling of Vacancies

The procedure for the filling of Mentor positions shall be in accordance with the Master Agreement procedure for hiring candidates less than three weeks prior to the beginning of school. The number of Mentor positions shall equal the number of Resident Educators.

2. Qualifications

Teachers must have been employed on a regular teaching contract in the District for at least three (3) consecutive years to be eligible to serve as a Mentor, and, in addition, all Mentors must have current Ohio Resident Educator Program training. The Board shall assume the cost of any training as well as provide release time to attend said training if required.

3. Compensation and Workload

A stipend of $950 per year will be paid to the Lead Mentor.

A stipend of $750 per year will be paid for Year 1 and a stipend of $625 for Year 2 and beyond if needed to all Resident Educator Mentors. A stipend of $500 per year will be paid for a Clinical Fellowship Year Mentor. Said stipend shall be paid on the second pay in June. The Mentor shall be assured of adequate time during the work day to meet with the assigned Resident Educator. If a Mentor is assigned for less than one (1) academic year, compensation shall be pro-rated.

4. Confidentiality

All interaction, written or verbal, between the Mentor Teacher and the Resident Educator shall be regarded with confidentiality, and shall not be used by either the Board or the Association in termination or non-renewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the Mentor shall constitute grounds for immediate removal from the role as Mentor without recourse to the grievance procedure or ORC 3319.16.

C. Resident Educators

1. Workload

The Resident Educator shall be given adequate time during the work day to meet with the assigned Mentor. The Resident Educator is required to attend Resident Educator Professional Development with the Lead Mentor.

2. Protection

The Resident Educator may exercise the option to request a new Mentor. If a new Mentor is assigned, the former Mentor shall have his/her supplemental contract terminated without recourse to the grievance procedure or ORC 3319.16 or any other legal challenge. Both Mentors shall receive a pro-rated share of the former Mentor's supplemental salary.

If the Resident Educator does not complete the required Ohio Resident Educator requirements, they may be non-renewed, without recourse to the grievance procedure or any other legal challenge.

7.13 Discipline

A. The Teacher-pupil relationship in the classroom and out should be one of mutual respect at all times.

B. The Teacher shall be recognized as the person in authority to maintain the decorum of the classroom and building. It shall be the responsibility of the principal and the assistant principal to support and assist the Teacher in maintaining discipline.

C. The Employer delegates to school officials and Teachers the authority to enforce regulations regarding conduct of pupils; however, the Employer reserves the right to determine the type of punishment and to apply same for misconduct, if, in its judgment, the nature of the violation is such as to warrant direct Employer participation.

D. A Teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, or the protection of persons or property.

E. Teachers may only remove a student from class for good cause or in an emergency situation. Good cause shall be defined as continued violation of the Student Code of Conduct, grossness of the offense, or the persistence of the misbehavior. Emergency situations shall be defined as life threatening or serious unprecedented disruption of class. The building principal shall have the responsibility for disposition of the case. The building principal may, in his/her opinion, return the child to class after the child experiences a "cooling off" period of not less than one period at the middle school and senior high school level or forty-five minutes at the elementary level. A consultation with the Teacher shall precede the child's readmittance to class.

F. Prior to Teacher removal of a student from class in a non-emergency situation, the Teacher will contact the principal and parent to discuss the nature of the student's discipline or behavior problem.

G. Should a continuing problem exist, a conference will be held with Teacher, parent, counselor or other appropriate personnel determined by the involved staff to establish a course of action (e.g. behavioral contract, etc.) for the student, which is to be signed by the parent, defining further action to be taken.

Examples of further action may include but not be limited to:

1. Guidance counselor review,
2. School psychologist interview,
3. Meeting with parent(s),
4. Disciplinary suspension,
5. Or other action as recommended by the principal.

H. If a pupil's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, a Teacher may remove the pupil from class by using the emergency removal procedures of ORC §3313.66. As soon as practicable after making such a removal, the Teacher shall submit in writing to the principal the reasons for such removal. The student will not return to that Teacher's class for the remainder of the school day.

7.14 School Insurance

The teaching staff shall not be responsible for and shall not participate in the enrollment, premium collection, or claims portion of any school program which involves pupils.

7.15 Care of Sick or Injured Pupils

The care and responsibility of a student too sick or too injured to attend class, once turned over to the school nurse or someone in the school office, shall be the responsibility of the administration until the student is returned to the class.

7.16 Teacher Consultation - New Buildings

In developing plans for any new instructional facility or major changes in present instructional facilities, the Employer will choose Teachers representative of those instructional areas found in the proposed building to consult with the Employer in developing educational specifications for such construction.

7.17 Period Substitution Rate

In the event a regular substitute is unavailable, the principal may request a Member to serve as a period substitute so as to provide coverage of all classes. That Member shall have the right to:

A. Refuse the substitution;

B. Take the substitution and be compensated at the hourly rate set forth in 9.3 (D), paid in quarter hour increments or fraction thereof and submitted on the appropriate form. No Teacher, including any state and federal entitlement program Teachers, may substitute unless they are using their conference/planning period or other non-student contact time.

C. If a special area class is cancelled, the regular classroom Teacher will receive the period sub rate due to the loss of the conference/planning period.

7.18 Credit Flexibility

Teachers of Record will be paid $20.00 per hour (up to $100 per student per course) for work that occurs outside of the school day for Educational Options.

Teachers will not be mandated to be Teachers of Record. The Board and the Association may discuss compensation and other concerns once the program has been utilized in the District during Labor Management Committee meetings.

Article 8 - Leaves

8.1 Sick Leave

A. Sick leave days are earned at the rate of 1-1/4 days per month - 15 days per year to a maximum of 250 days. Each full time Member shall be advanced five days sick leave annually prior to the accumulation for time lost due to illness. Such advancement is charged against the sick leave the Member subsequently accumulates. Sick leave may be used in one-quarter (¼) day increments only if a paid substitute (including one under 7.17) is not needed. Otherwise sick leave may only be used in one-half (½) day increments.

B. If there is cause to believe that sick leave is being used unethically, the administration reserves the right to require a medical statement as provided under State Law.

C. Any Member entering the District who has earned more than the maximum accumulated sick leave as established in subsection A above in a previous school district, will be credited with the established maximum accumulation upon entering into service in the District.

D. Illness in the immediate family of emergency nature shall be granted without loss of pay. Family illness leave shall be charged against cumulative personal illness leave.

The immediate family shall include grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child, grandchild, a legal guardian and other person who stands in place of a parent.

"Domestic Partner" is defined to mean: The Teacher and the domestic partner must have a committed relationship of mutual caring which has existed with cohabitation for at least six (6) months and who can demonstrate financial interdependence; neither the Teacher nor the domestic partner are married to someone else; and the relationship is mutually exclusive.

E. The Employer establishes as a guide that ten (10) days sick leave maximum are considered reasonable for absence due to death in the immediate family.

The immediate family shall include grandparents, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, domestic partner, child, grandchild, aunt, uncle, niece, nephew, a legal guardian and other person who stands in place of a parent.

Absence due to death in the immediate family shall be charged to the Member's accumulated sick leave.

Additional sick leave may be granted for bereavement.

One (1) day of sick leave per school year shall be granted to attend a funeral for someone other than the immediate family as defined in this subsection.

F. Unit Members who use four (4) days or less of sick leave per school year shall be credited with two (2) days of severance above the maximum allowable days (pursuant to Section 9.11(A)) to be used towards severance pay at retirement. These extra days of severance will be forfeited if the Teacher leaves the District

8.2 Catastrophic Leave Assistance Program

A. The Fremont City Schools Board of Education shall establish a Catastrophic Leave Assistance Program which will allow individual employees to donate up to five (5) days of sick leave to each eligible applicant. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.

B. To qualify for the Catastrophic Leave Assistance Program, an employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, domestic partner, or child) must have experienced a catastrophic illness or injury and the employee must have exhausted his/her sick leave, advanced sick leave and all forms of paid leave. The Catastrophic Leave Assistance Program cannot be used beyond the current contract under which the individual is employed or beyond the end of the school year in which the application is made. The definition of domestic partner is in Article 8.1E.

C. Requests for use of the Catastrophic Leave Assistance Program will be considered on a case-by-case basis. A committee, composed of two Board appointed members, two Association appointed members, and a mutually agreeable fifth member, who is a medical professional from a District partner agency, will make a determination

based on the following criteria. The Chair of the committee shall be designated by the Superintendent.

1. The employee must have experienced a personal catastrophic illness or injury or a member of the immediate family (spouse, domestic partner, child, or parent) must have experienced a catastrophic illness or injury which has exhausted or will exhaust the employee's sick leave, advanced sick leave, and all forms of paid leave.

2. The total use of the Catastrophic Leave Assistance Program shall not exceed the employee's current contract or current school year.

3. The maximum number of donated days an individual may receive is 45 days per school year.

4. All requests will be subject to the responses of the bargaining unit who wish to make donations to an individual approved by the committee.

5. All donations of sick leave by staff members will remain confidential to the extent permitted by law and should be submitted to the District Treasurer on the proper form.

6. Employees requesting consideration for the Catastrophic Leave Assistance Program must complete the request on the proper form and submit one copy to the Superintendent and one copy to the Association President. The form is available from the Superintendent's office and on the Intranet.

7. Activation of the program shall require a majority vote of the committee and the Chair shall vote only in the event of a tie vote of the committee.

8. Denial of a request for donations is not subject to the grievance procedure.

9. Donated leave may not be used for routine pregnancy, injuries related to drug or alcohol use, or a chronic injury/disease that is not life threatening or is easily manageable (e.g. high blood pressure, diabetes, etc.)

10. Donated leave may not be used to increase retirement compensation or severance, nor shall it prevent or prolong an application for/receipt of disability retirement.

11. No recipient of donated leave shall earn additional sick leave, personal days, or any other form of leave while using donated leave.

12. The applicant shall provide medical documentation of the need for donated leave.

13. Examples of a catastrophic illness or injury, include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral palsy,

muscular dystrophy, a condition causing paralysis, a rare disease, a severe burn involving over 20% of the body, a severe head injury requiring hospitalization, spinal cord injury, heart attack, stroke, etc.

8.3 Personal Business Leave

A. Each Unit Member shall be entitled to three (3) unrestricted personal business leave days per school year. All leave requests, except those of an emergency nature, must be submitted to the building administrator in the absence management system three (3) work days prior to the date of the requested leave. Up to two (2) days can be carried over to the following year. Unused days may accumulate to a maximum of five (5) personal days per school year.

B. Personal business leave may not be used on the day before or after winter or spring break, unless it is a non-student day, which would have no restrictions, or the day(s) you are assigned to proctor and/or be an administrator of any state mandated test. Personal business leave may also not be used before Labor Day or after May 15 unless special permission is granted by the Superintendent for an emergency or other circumstance beyond the Member's control. Such permission is at the sole discretion of the Superintendent and his/her decision is not grievable.

C. Only the number of Members listed in the chart below may be on personal leave from each building on any one day, unless it is a non-student day, which would have no restrictions. Requests will be approved on a first-come, first-served basis based on the day and time the leave request is received in the principal's office. Exceptions to the chart may be granted by the Superintendent on the same basis as discussed in Section B, above.

School	No. of Members Per day	School	No. of Members Per day
Atkinson	3	Otis	3
Croghan	3	Middle School	6
Lutz	3	Ross	6

D. Personal business leave may only be used in half (½) or whole day increments.

E. Members will be paid $150 for each full personal business leave day not used in a particular school year, $75 for each half (1/2) day not used in a particular school year, and $37.50 for each quarter (1/4) day not used in a particular school year, payable no later than the second pay period in July. The member must notify the Treasurer on or before June 1st if the member wants to carry over unused days. If a member fails to notify the Treasurer by June 1st, the member will be paid for the unused days via payroll and this action is not grievable.

F. Personal business leave without pay may also be approved by the Superintendent.

8.4 Leave of Absence - Child Care

A. If a Member becomes a parent or adopts a child and wishes to take a leave of absence for child care, he/she may make formal application (using Extended Leave of Absence form) to the Superintendent for leave of absence without pay. Upon application such leave shall be granted for a period of up to one (1) year and shall be extended for up to an additional year upon request. All returns from leaves of absence will be at the beginning of a grading period unless worked out with special permission of the Superintendent.

B. Said application shall be on a form supplied by the Employer and shall indicate the anticipated date of the beginning of such leave and the return from such leave. Nothing herein shall preclude a member from advancing the date of beginning of a leave of absence previously approved, provided notice is given to the Superintendent two weeks prior to the beginning date so advanced. These two weeks shall be waived in the event of proven emergency.

C. If at any time during the term of pregnancy the Superintendent is of the opinion that such Member is unable to satisfactorily perform her duties by reason of said pregnancy, the Superintendent may request such Member to furnish him/her a certificate in writing by her physician that such Member is physically and mentally able to continue her service.

D. No Member shall return to service from a maternity leave without written certification from her physician that such return to service would not be detrimental to the health of said Member. It is assumed that the Member will fully apprise her physician of the specifications of her position, or comparable position, so that the physician's certificate will reflect a complete knowledge of the physical demands of said position. The filing of this certificate may be waived by the Superintendent. A return to some form of part-time or limited service may be permitted, upon the recommendation of the Superintendent and approval of the Employer. Failure to return to service on the date so indicated in the application shall constitute a waiver of any rights of re-employment in the District and shall terminate her contract status.

E. Every effort should be made by the Superintendent to reinstate Members to the original or a comparable position. If the availability of substitutes precludes this possibility, reinstatement will be made in an assignment for which the Member is qualified. Teachers on leave will be subject to reduction in staff herein.

F. If a Member on a child care leave wishes to return prior to the commencement of a new school year, he/she may apply to the Superintendent. The Member will be assigned to a vacant position for its duration if one arises for which the Member holds a valid certificate.

8.5 Leave of Absence - Military

Any Member who may be a member of the defense forces of the U.S. shall be granted a military leave for service or training. He/she shall be reinstated into his/her position in the school system with full credit, including the annual increment under the salary schedule upon written request supported by competent proof that the teacher is fully qualified to perform the duties of the position. The application for reinstatement shall be made within a reasonable time and not later than ninety days from the date of said release or discharge from the military service.

8.6 Personal Leave - Personal Illness

A. A request (using the Extended Leave of Absence form) for leave of absence without pay for illness must be accompanied by a statement from the attending physician indicating that the member cannot perform the duties of his/her position. Before returning to teaching from such leave, the Teacher shall present a statement from the attending physician that he/she is able to fulfill his/her regular duties with the Employer. No experience credit shall be granted for a leave of absence for illness on the salary schedule.

B. A leave of absence for illness shall be limited to two years. A fractional part of a school year shall not be counted in the two (2) year period.

C. A Teacher unable to perform satisfactorily the duties of his/her position because of physical or other disability may be granted an unrequested leave of absence by the Employer, upon the recommendation of the Superintendent pursuant to ORC §3319.13.

8.7 Personal Leave - Illness in the Immediate Family

A. A leave of absence without pay may be granted for illness in the immediate family upon written request (using the Extended Leave of Absence form) to the Superintendent and approval of the Employer.

B. The immediate family shall include parents, grandparents, grandchildren, children, spouse, domestic partner, brothers, sisters, or corresponding relative of said spouse or domestic partner regardless of location, or of any person in the Teacher's household who is dependent on the Teacher for care. The definition of a domestic partner is in Article 8.1E.

C. Request for leave of absence for illness in the immediate family must be accompanied by a statement from the attending physician that a continuing illness in the family exists. No experience credit shall be granted on the salary schedule for a leave of absence for illness in the immediate family.

D. A leave of absence for illness in the immediate family shall be limited to one school year.

8.8 Assault Leave

All cases of physical violence upon the person of a Teacher shall be reported to the principal. All Teachers in the bargaining unit shall be granted not more than twenty (20) days of leave without loss of pay when such Teacher is unable to perform his/her duties by reason of being assaulted by another person while in the course of the assaulted Teacher's employment. Assault leave shall not be deducted from accumulated sick leave or personal leave. The Superintendent may request such teacher provide a doctor's statement certifying that such Teacher cannot perform his/her duties by reason of such injuries.

8.9 Professional Growth

A. All Members of the Employer are expected to participate in professional activities of educational organizations which operate for the benefit of the school. These include membership and holding offices in professional organizations, participation in curricular studies and educational leadership in experimental programs.

1. Teachers may be granted professional leave to attend educational conferences, meetings, workshops, committee hearings, curricular/extracurricular conferences or events for coaches/advisors directly involved in that curricular/extracurricular area, and assemblages and meetings of community groups wherein attendance is felt to be beneficial to the teacher and community. Any Teacher may be permitted to attend a local/state conference any year, a regional conference every two years, and a national conference every five years; not to exceed one conference per year. Permission to attend these meetings must be secured from the Superintendent in advance of the meeting. Time off shall be charged to professional leave. The Employer may approve additional professional leave for a Teacher during the school year.

2. The payment of Member's expenses incurred in attendance and the salaries of substitutes shall be carried by the Employer as an in-service training item. Eligibility to attend meetings of state and national professional organizations shall be based upon professional interest and leadership in positions of local affiliation.

B. Official delegates of the FEA may participate in local, district, state and National Education Association conventions, workshops, conferences and study sessions. There will be no pay deductions or charge-off against sick leave or personal business for attendance at these activities.

C. The Superintendent may excuse Teachers for the purpose of visiting other schools without loss of pay. The Employer shall pay the substitute for the day the Teacher is absent; however, the Teacher must provide his/her own transportation. All such visits may be made anytime during the year.

D. Applicants for professional activities/trips must turn in a Professional Activity/Trip Request form and record the day in the absence management system.

E. If a professional growth request is denied, the Teacher will receive written reason(s) for the denial on the request form. It is understood that the denial is not grievable.

8.10 Leave of Absence - Study/Other

A. A leave of absence, without pay, may be granted to a Teacher for professional study and advancement or for serving in an elected office in the State or National professional educational organization. Upon the Teacher's return to service he/she shall resume the same contract status held prior to such leave.

B. A Teacher may be granted a leave of absence for other reasons upon recommendation of the Superintendent and approval of the Employer.

C. If staff reductions are necessary a Teacher on study leave may be subject to the application of the reduction of staff section of the Agreement.

8.11 Sabbatical Leave

The Employer may upon the recommendation of the Superintendent, grant a Teacher who has completed five (5) years of service in the District a leave of absence with part pay, for one or two semesters subject to the following restrictions:

1. The Teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission;

2. At the conclusion of the leave, provide evidence that the plan was followed;

3. The Teacher shall be required to return to the District at the end of the leave for a period of at least one (1) year, unless the Teacher has completed twenty-five years of teaching in Ohio;

4. No such leave shall be granted unless there is a satisfactory substitute available;

5. Such leave shall not be granted to more than five (5) percent of the professional staff at any one time;

6. No salary shall be paid in excess of the difference between the substitute's pay and the Teacher's expected salary;

7. No leave shall be longer than one (1) school year;

8. No leave shall be granted to any Teacher more often than once for each five (5) years of service, nor a leave granted a second time to the same Teacher when other Teachers have filed a request for such a leave.

8.12 Foreign Teaching Leave

A. Teachers may be granted a leave of absence for one year, without pay for teaching overseas or in a foreign country. Experience credit shall be granted if the Teacher returns to the District.

B. Such leave may be extended for one additional year.

8.13 Travel Leave

A. A leave of absence without pay may be granted for travel. It is expected that this shall include a period for foreign travel. No experience credit will be allowed for a leave of absence for travel.

B. A leave of absence for travel shall be limited to one (1) year.

C. A Teacher shall be granted leave without pay for an award trip or to accompany a spouse on an awarded trip provided it cannot be taken outside of the school calendar year. For the purpose of this section, "award trip" shall be defined as one which has been granted to acknowledge business or professional accomplishments. The days are not to exceed five (5) school days and shall not be counted against an accumulated sick leave or personal leave days. No Teacher shall be granted such leave twice in a five (5) year period.

8.14 Jury Duty

Teachers selected for jury duty will be excused with pay for such service, provided a check received for jury duty services is endorsed and made payable to the Fremont Board of Education. Time taken off for jury duty shall not be charged to days off, accumulated sick leave or any other benefit due to the member regardless of the length of jury services.

8.15 Court Appearance

A. Time lost by Teachers who are required to give testimony as witnesses in a court shall not be charged against personal leave if such Teacher is called to give testimony relating to such teacher's duties or position as a Teacher in the District. The full rates of compensation shall be allowed for such service provided the check received as a witness fee is endorsed and made payable to the Fremont Board of Education.

B. When a Teacher is appearing in court on non-Board related business said Teacher may take personal business (8.3) or unpaid leave days.

8.16 Family and Medical Leave Act

A. The Employer and the Unit Members each retain all of their respective rights and responsibilities under the Family and Medical Leave Act of 1993.

B. Insurance Continuation

The Employer shall continue to pay the Employer contribution necessary to continue all medical insurance plans for the Unit Member while he/she is on Family and Medical Leave. The Member must pay his/her portion of the premium to the Employer by the first day of the month in which the Member desires to have the insurance coverage continued.

8.17 Return from Leave of Absence

A. The Employer shall allow a Teacher to return from a leave of absence prior to the expiration date of such leave when upon the recommendation of the Superintendent, the need for such leave no longer exists and a suitable vacancy exists, for the duration of the vacancy.

B. The replacing Teacher for the short term vacancy shall not forfeit any reinstatement right of their original expected date of return.

C. All returns from leaves of absence will be at the beginning of a grading period unless worked out with special permission of the Superintendent.

D. When possible, Teachers should discuss their tentative plans for return with the Superintendent prior to the commencement of the leave.

8.18 Insurance Continuation While on Unpaid Leave

A. A Unit Member may choose to continue his/her insurance benefits during a period of unpaid leave by paying the full premium amount. To do so, the Member must provide written notification to the Treasurer's office prior to the start of the leave. Each month's premium must be paid to the Treasurer's office by the first day of the month in which the Member desires to have the insurance coverage continued. Partial months shall be prorated based on the number of calendar days on unpaid leave during that month.

B. Notwithstanding this Section, the Board will continue to pay for its share of insurance during unpaid leave that has been designated by the Employer or the member as Family and Medical Leave.

Article 9 - Salary and Fringe Benefit Issues

9.1 Salary Schedule - Miscellaneous

A. Salaries shall be in accordance with the salary schedules contained in Appendix B.

B. Classifications

Members will be classified by the Employer at the beginning of each school year. At that time, they will be placed at the salary schedule levels warranted by their

experience, training, classification, etc. Changes in position during the school year shall be accomplished by corresponding salary adjustments to fit the classification.

C. Additional Assignments

Any extracurricular/extra duty/supplemental contract that is not fulfilled in the fiscal year in which it is issued will have the amount of that contract, plus any fringes, deducted from any future contracted salary with the Employer. Prior to said application of this provision the Superintendent will review and determine on a case-by-case basis action to be taken.

9.2 Salary Schedule - Rules and Regulations

A. An employee entering the District for the first time shall be granted all previous accredited teaching experience and military experience, as described in paragraph D below, not to exceed ten (10) years.

B. Advancement on the salary schedule due to additional training may be accomplished by filing evidence of satisfactory completion of course work. Advancement will occur effective October 15, February 15, and May 15 of each year. Advancement pay will begin the start of the first pay period following the Board Meeting in which it is approved. Masters Degrees must be indicated on the transcript. (Advancement for longevity step purposes will only be granted at the beginning of the school year.)

C. An employee who is offered a contract in the District that is for one-half time or less than the regular contract year, shall be paid one-half of the increment that he/she would have received had a full time contract been offered. (e.g., B.S. - 0 $11,000, B.S. - 1 $11,662, - $662.00 increment employee would receive $331.00.) Current policy will apply to full time employees (120 days) to receive annual increments.

D. One year experience on the salary schedule shall be granted for each year of active military service to a maximum of five years. A partial year of active military service of eight continuous months or more in the armed forces shall be counted as a full year. Active military service shall be defined in ORC §3307.75.

E. Definition of Salary Schedule Classifications:

1. Bachelor Degree - may be BA, BE, BS, B, Music, etc.

*2. Bachelor Degree + 15 semester hours --15 semester hours must be earned after receipt of the Bachelor Degree.

*3. Bachelor Degree + 30 semester hours - 30 semester hours earned after receipt of the Bachelor Degree.

*4. M.A. - Master of Arts, Master of Education, Master of Science, etc.

**5. Master's Degree + 15 semester hours --15 semester hours must be earned after receipt of the Master Degree.

**6. Master's Degree + 30 semester hours --30 semester hours must be earned after receipt of the Master Degree.

* Semester hours of credit over the Bachelor's Degree may be graduate or undergraduate hours from an accredited university, not to exceed ten (10) hours from an approved teacher training institution as coded by the State Department of Education.

** Semester hours of credit over the Master's Degree must be graduate level hours from an accredited university.

F. School Year

The salary schedule adopted for Unit Members is for a total of 185 days (180 days in session and 5 professional days). In the event an extended school year is adopted by the Employer the salary schedule will be increased on a prorated basis.

G. The base salary is for a total of 185 days (180 days in session and 5 professional days.)

9.3 Supplemental Duties Schedule - Rules and Regulations

A. Unless otherwise stated, the supplemental duties schedule shall become effective when duties are being performed for the new school year. Administration reserves the right to deny or end a supplemental contract if the teacher is unable to fully perform the duties of their regular teaching position (i.e. attendance). Supplemental contracts may be prorated if the assignment is not completed for any reason. The Association will be included in the process of how the supplemental compensation is determined.

B. Except as modified by the second paragraph in this Section, the Board will fill supplemental vacancies in accordance with ORC §3313.53. If necessary, the case law precedent from §3313.53 will be used to determine compliance with the statutory requirements.

For vacancies of head coach positions, qualified inside and outside candidates will be considered together. The Board may choose either an inside or an outside candidate, and its selection will not be subject to the grievance procedure.

C. New employees and current employees starting a supplemental position will be eligible for up to ten (10) years credit on the supplemental salary schedule.

D. The hourly rate shall be $25.00 per hour for the following:

1. Tutoring,

2. Summer School,

3. Curriculum Writers,

4. IEPs, 504 plans, and ETRs up to one (1) hour per meeting. If two (2) or more of these meetings are scheduled consecutively, each meeting counts separately for purposes of compensation.

E. Head Athletic Trainer, Assistant Athletic Trainer, Faculty Manager supplemental, and Academic Advisor (for athletic teams) contracts shall be paid at the end of each season. All other supplemental contracts shall be paid at the end of each semester. Individuals receiving athletic supplementals may elect to have their withholding for supplemental compensation capped at the rate established in compliance with IRS regulations.

F. All Members on extended time schedules employed on or prior to July 1, 1988 shall be placed on a per diem extended time rate equivalent to their respective per diem base pay rate.

For any new Members, extended time for any state/federal programs shall be paid at the daily rates established by the State Department of Education in its divisions.

9.4 Supplemental Salary Schedule

A. Supplemental Base shall be $500 less than the BA Base on the Teachers' Salary Schedule.

B. When moving from one position in a sport to another position within the same sport, years of experience will count one for two on supplemental schedule placement if you are coaching at the same level (varsity, junior varsity, freshman, etc.) or go down a level. This shall apply to Members of the District only. Years of experience do not count when moving up.

C. When an assistant position is left unfilled because of a lack of a qualified candidate or lack of an interested candidate, the person holding the head position will not perform any of the assistant's responsibilities unless he/she volunteers to.

9.5 Additional Responsibilities - Department Heads

A. Each Member not currently assigned to a department, shall be assigned by the principal to a department in the building.

B. Department Heads

Elementary School – Elementary Grade Level Curriculum Liaison

Middle School – Language Arts Department, Mathematics Department, Science Department, Special Education Department and Social Studies Department.

High School – English Department, Mathematics Department, Science Department, Special Education Department and Social Studies Department.

All Schools – Art Department, World Language Department, Health Wellness Education Department, Industrial Tech/Business Department and Music Department.

If any other Department Head positions are created, the FEA President will be notified prior to the posting of the position.

Salary Schedule

One-two-or three Teachers	$300.00
Four Teachers	$400.00
Five Teachers	$500.00
Six Teachers	$600.00
Seven Teachers	$700.00
Eight or more Teachers	$800.00

Department Heads may opt for an additional conference/planning period or the supplemental pay stipend listed above (not both).

Effective July 1, 2024, Department Heads will be paid a supplemental pay stipend as listed above. Department Heads who have opted for an additional conference/planning period, as of June 30, 2024, may continue to be granted this as long as they continuously hold the position of Department Head. Beginning July 1, 2024, all new Department Heads will only receive the stipend.

9.6 Payment of Salaries

A. Unit members shall be paid on the fifth (5^{th}) and the twentieth (20^{th}) of every month. In the event a pay date falls on a legal school holiday, pay shall be available on the day preceding the holiday, but not more than two days preceding the holiday. Changing from 26 pays per year to 24 pays per year is contingent on acceptance by all bargaining units.

Unit Members shall have paychecks electronically deposited to a bank of his/her choice.

B. The Employer herewith agrees with the FEA to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the Unit Members under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each Member shall be that amount of the Member's gross annual compensation established by the STRS as the member's contribution. The Member's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Employer for the purpose of State and Federal tax only.

2. The pick-up percentage shall apply uniformly to all Unit Members as a condition of employment.

3. The pick-up shall apply to all compensation including supplemental earnings.

4. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

5. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workman's compensation, shall be based on the Member's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a Teacher's contract).

C. When deductions are made for absences, they shall be on the basis of 1/185 of the annual salary for each day deducted.

D. Salaries for Teachers receiving supplemental salary for assignments shall not be deducted from the increment in computing deductions or salary adjustments due to incompletion of the teaching contract if said assignment has been completed.

E. Members receiving supplemental salary shall include the supplemental salary for computing deductions or salary adjustment due to incompletion of contracts.

F. Should it become necessary for a Teacher to discontinue his/her services before completing his/her teaching contract, an adjustment in salary will be made so that the Teacher will receive 1/185 of the annual salary times the number of days of actual service minus the previous payments.

9.7 Professional Activities and Trips

All Unit Members are expected and encouraged to participate in professional activities of education organizations which operate for the benefit of the District. The rules and procedures governing professional activities and trips are contained in Section 8.9.

9.8 Travel Pay - Teacher Stations

A. Mileage shall be reimbursed at the rate established by the IRS in January of each year for travel from one teaching station to another in a given day.

B. In all cases the first teaching station in a given day is defined as the home base. Mileage will be paid from the first teaching station to another when the Teacher travels to the second teaching station. Efforts will be made to minimize travel pay as much as possible by arranging schedules so that personnel would be assigned to a given building for a full day.

C. Special education Teachers shall be reimbursed for mileage for home visitations. To be eligible for reimbursement, a Teacher must have prior approval of the building principal to make a home visit.

9.9 Insurances

A. The Employer shall offer three (3) Major Medical Insurance Policies consistent with the following:

Option 1 – Low Deductible Plan

- $500 Individual/$1,000 Family Deductible
- Coinsurance is 80% Board paid in-network and 60% Board paid out-of-network

	Mail (90-Day)	Retail (30-day)
Generic	$25.00	$10.00
Formulary	$87.50	$35.00
Non-formulary/Brand	$150.00	$60.00

- Specialty Drugs 20% of cost to a maximum of $150.00
- Maximum annual prescription drug co-pays is $3,100 single and $6,200 family
- Compound prescriptions are subject to the same co-pay as noted above, however, the plan cost of the prescription is limited to a maximum of $500 per prescription. The employee will pay any cost over this maximum.
- More details can be found in the full plan.

Option 2 – Medium Deductible Plan

- $1,000 Individual/$2,000 Family Deductible
- Coinsurance is 80% Board paid in-network and 60% Board paid out-of-network
- The contribution rate for each individual participant will be determined based on the results of the screenings from the previous fall and other options. The Health and Wellness Committee will be responsible to determine how premium credits are earned.
- Covered prescription drugs will be subject to the following co-pays:

	Mail (90-Day)	Retail (30-day)
Generic	$25.00	$10.00
Formulary	$87.50	$35.00
Non-formulary/Brand	$150.00	$60.00

- Specialty Drugs 20% of cost to a maximum of $150.00
- Maximum annual prescription drug co-pays is $3,100 single and $6,200 family
- Compound prescriptions are subject to the same co-pay as noted above, however, the plan cost of the prescription is limited to a maximum of $500 per prescription. The employee will pay any cost over this maximum.
- More details can be found in the full plan.

Option 3 – High Deductible

When the district is notified of changes in law, coverage will be updated and membership will be notified.

- Coinsurance after deductible met is 100% Board paid in-network and 60% Board paid out-of-network
- After the deductible is met, maximum co-insurance out-of-pocket per year in-network is $0 single and $0 family
- Employee is responsible for opening their own Health Savings Account (HSA) and providing the direct deposit information to the Treasurer's Office prior to the first scheduled deposit.
- After deductible the following copays apply:

	Mail (90-Day)	Retail (30-day)
Generic	$0.00	$0.00
Formulary	$75.00	$25.00
Non-formulary/Brand	$150.00	$50.00

- Specialty Drugs 20% of cost to a maximum of $150.00
- Compound prescriptions are subject to the same co-pay as noted above, however, the plan cost of the prescription is limited to a maximum of $500 per prescription. The employee will pay any cost over this maximum.

B. Employee Premiums under any plan

- The contribution rate for each individual participant will be determined based on the results of the screenings from the previous fall. The Health and Wellness Committee will be responsible to determine how premium credits are earned.
- For employees whose spouse is not covered by the District's insurance plan, premiums will be reduced to a maximum reduction of 10% based upon the results obtained on the previous fall health screening and other options.

- If an employee and the employee's spouse are covered by the District's insurance plan, premiums will be reduced to a maximum reduction of 10% based upon the results obtained on the previous fall health screening and other options.

Board Contribution Rate

The Board will contribute 82% of the premium for the base plan, which is Option 2. The same dollar amount contributed to the base plan will also be contributed to the other plans.

For Option 3 (High Deductible Plan), if the Board's premium contribution for the base plan exceeds the monthly premium, the excess money will be contributed to the employee's pre-opened Health Savings Account (HSA).

C. Dental

For full-time Unit Members, the Employer shall provide dental insurance. The Member shall contribute 14% for dental insurance.

D. Vision

The Employer will provide for each Unit Member and his/her family (if applicable) a vision insurance plan which equals or exceeds the following specifications:

Deductibles - As established by the major medical policy carrier
Examinations - Once every twelve (12) months
Lenses - Once every twelve (12) months
Frames - Once every twenty-four (24) months

The cost of vision insurance is included in major medical premiums.

E. If an employee's spouse has access to other medical coverage, either through his/her employer or a retirement system, the spouse is not eligible for Fremont City Schools health plan.

F. General Provisions

In the event that the District employs spouses who are both eligible for insurance coverage, one spouse must make the employee contribution for family coverage or both employees may make the contribution for single coverage. Each employee is only eligible to be covered by a maximum of one medical insurance policy through the District.

Part-time regular Unit Members who work a half or more of a regular schedule, shall be entitled to a contribution by the Employer of one-half (1/2) of that for a full-time Unit Member for all Major Medical, Dental, Vision and prescription benefits.

Under the provisions of COBRA, Members laid off may continue to participate in the Group Programs, as long as the Member timely deposits the monthly premium with the Treasurer.

The Employer may exercise an option to request bids from different insurance carriers in order to reduce costs. Any coverage selected shall be equal to or greater than that currently in effect.

The Employer shall arrange for an individual or company to serve as a liaison between its Members and the insurance companies whose services it engages and the duties of this individual or company shall include helping any Member to file a claim, assist in handling any necessary communications which may arise, and assist in making sure reimbursements are made to the proper party in a reasonable amount of time.

G. Enrollment

Employees will be able to enroll in the District's insurance plans in November of each year for coverage beginning the following January 1.

9.10 Term Life Insurance

A. The Employer shall pay the premium toward a $30,000 term life insurance policy for the benefit of each full-time Unit Member.

B. Teachers who are laid off or are on an approved leave may continue the life insurance benefit by paying the entire premium of such coverage to the Treasurer, providing the carrier permits.

9.11 Retirement Benefits

A. Any Unit Member who has five (5) or more years of current, consecutive years of service in the District, whose effective date of retirement with the State Teachers' Retirement System is no later than ninety (90) days from the last paid day of service, will be paid by check for the value of one-half (1/2) their accrued but unused sick leave credit to a maximum of sixty (60) days, for those unit members hired prior to July 1, 2021. Unit members hired after June 30, 2021, who meet the foregoing criteria will be paid by check for the value of one-fourth (1/4) their accrued but unused sick leave credit to a maximum of sixty-five (65) days.

B. Such payment shall be calculated on the Member's daily rate of base pay at the time of retirement. Such payment shall eliminate all sick leave credit accrued by the Member at that time. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the State Teacher's Retirement System.

C. Unit Members who use four (4) days or less of sick leave per school year, shall be credited with two (2) days of severance above the maximum allowable days

(pursuant to Section A above) to be used towards severance pay at retirement. These extra days of severance will be forfeited if the Teacher leaves the District.

9.12 Workers' Compensation

Any Teacher who is injured in the line of duty shall receive such compensation and expenses as are prescribed by Ohio Workers' Compensation Laws.

9.13 IRS Section 125 Plan

A. The benefits provided to Unit Members by Section 125 of the Revenue Act of 1978 shall be made available to any Member so requesting that their benefit elections be nontaxable. All provisions included under Section 125 of the Internal Revenue Code will be made available to Members. The Superintendent and the Association shall mutually agree upon a company as the enroller and record keeper of the plan. The company selected shall be required to provide the District (i.e., the Employer and the Association) a hold harmless and a record keeping agreement that will further hold the Employer risk free under IRS provisions regulating non-reimbursed medical payments.

B. Neither the Employer nor the Member shall incur any fees for the setup, enrollment and administrative services provided.

9.14 Dues Deduction

A. The Board agrees to make automatic payroll deduction for the dues of the FEA/NWOEA/OEA/NEA from the pay of all bargaining unit members who submit a signed authorization for the deduction of dues.

B. Dues rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. The Board further agrees to accompany each such transmittal with a list of the names of bargaining members for whom all such deductions were made, the period covered, and the amounts deducted for each.

D. The Association (on behalf of itself and the OEA and NEA) agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision of the contract provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a Member for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the Employer;

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

4. The Board acted in good faith compliance with this provision of the Agreement.

9.15 College Credit Plus

A. The opportunity to teach College Credit Plus courses shall be offered to all teachers who are qualified to teach a course.

B. No teacher will be required to become credentialed to teach a CCP course.

C. A teacher qualifying to teach a course shall be permitted a professional development day to meet with the college instructor if required by the institution of higher learning. Mileage shall be reimbursed at the district rate.

D. A teacher of record who teaches a new CCP course will receive a stipend of five hundred dollars ($500.00) for each new course. Stipend payable at the end of the course/semester.

Article 10 - Terms of the Contract

10.1 Provisions Contrary to Law

If it is determined that all or a part of any provision of this contract is contrary to law, such part shall be deemed null and void to the extent so prohibited, but the remaining provisions shall remain in full force and effect.

10.2 Entire Agreement

This Agreement supersedes and cancels all previous oral and written agreements between the parties, and shall constitute the entire Agreement between the parties.

10.3 Duration

Except as indicated below, this contract shall be effective as of July 1, 2024, and shall continue in effect until June 30, 2027, except for the impasse procedures of Section 1.5(A), which shall remain in full force and effect until a new contract is ratified by all parties hereto.

10.4 Salary

A. 2% increase on the base salary will be paid in the 2024-25 school year.

B. 3% increase on the base salary will be paid in the 2025-26 school year.

C. 3% increase on the base salary will be paid in the 2026-27 school year.

D. Step 33/Years of Experience 32 will be added to the Salary Schedule beginning with the 2024-25 school year.

FREMONT EDUCATION ASSOCIATION

Scott A. Haire 6/24/2024
Team Member /Date

Brittany Packard Johnson 6-26-24
Team Member /Date

Heather Hetrick 6-26-24
Team Member /Date

Sonya Sapp 6/19/24
Chief Negotiator /Date

FREMONT CITY SCHOOLS BOARD OF EDUCATION

Thomas W Poe 6-24-24
Board President /Date

Megan Packard 6-24-24
Treasurer /Date

6/26/24
Superintendent /Date

Anne A Gaucher 8/7/24
Chief Negotiator Date

APPENDIX A

DUES DEDUCTION FORM

Name _____

Address _____

_____

I hereby authorize the Employer to deduct from my earnings and transmit to the dues deduction escrow account for the FEA and its affiliates, an amount sufficient for regular payment of membership dues for the FEA and its affiliates, in nine (9) equal payments continuing each school year. I understand that the Employer will discontinue such deductions for any school year only if I notify the Employer in writing to do so between September 1 and 30 of any school year. The withdrawal notice shall be directed to the Treasurer by certified mail return receipt. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Employer and all of its officers or representatives from any liability thereof.

_____ _____

Date Teacher's Signature

APPENDIX B

FREMONT CITY SCHOOL DISTRICT

Certified Index

Years Exp.	Step	Bach. Degree	Bach. +15	Bach. +30	M.A.	M.A.+15	M.A.+30
0	1	1.0000	1.0420	1.0858	1.1314	1.1789	1.2284
1	2	1.0420	1.0858	1.1314	1.1789	1.2284	1.2800
2	3	1.0858	1.1314	1.1789	1.2284	1.2800	1.3337
3	4	1.1314	1.1789	1.2284	1.2800	1.3337	1.3898
4	5	1.1789	1.2284	1.2800	1.3337	1.3898	1.4481
5	6	1.2284	1.2800	1.3337	1.3898	1.4481	1.5090
6	7	1.2800	1.3337	1.3898	1.4481	1.5090	1.5723
7	8	1.3337	1.3898	1.4481	1.5090	1.5723	1.6228
8	9	1.3898	1.4481	1.5090	1.5723	1.6228	1.6910
9	10	1.4481	1.5090	1.5723	1.6228	1.6910	1.7450
10	11	1.5090	1.5723	1.6228	1.6910	1.7450	1.8183
11	12	1.5723	1.6228	1.6910	1.7450	1.8183	1.8947
15	16	1.6228	1.6910	1.7450	1.8183	1.8947	1.9743
20	21	1.6910	1.7450	1.8183	1.8947	1.9743	2.0572
25	26	1.7450	1.8183	1.8947	1.9743	2.0572	2.1436
27	28	1.8183	1.8947	1.9743	2.0572	2.1436	2.2337
30	31	1.8947	1.9743	2.0572	2.1436	2.2337	2.3274
32	33	1.9743	2.0572	2.1436	2.2337	2.3274	2.4251

APPENDIX C

FREMONT CITY SCHOOL DISTRICT

2024-25 Certified Salary Schedule

Years Exp.	Step	Bach. Degree	Bach. +15	Bach. +30	M.A.	M.A. +15	M.A. +30
0	1	39,683	41,350	43,088	44,897	46,782	48,747
1	2	41,350	43,088	44,897	46,782	48,747	50,794
2	3	43,088	44,897	46,782	48,747	50,794	52,925
3	4	44,897	46,782	48,747	50,794	52,925	55,152
4	5	46,782	48,747	50,794	52,925	55,152	57,465
5	6	48,747	50,794	52,925	55,152	57,465	59,882
6	7	50,794	52,925	55,152	57,465	59,882	62,394
7	8	52,925	55,152	57,465	59,882	62,394	64,398
8	9	55,152	57,465	59,882	62,394	64,398	67,104
9	10	57,465	59,882	62,394	64,398	67,104	69,247
10	11	59,882	62,394	64,398	67,104	69,247	72,156
11	12	62,394	64,398	67,104	69,247	72,156	75,188
15	16	64,398	67,104	69,247	72,156	75,188	78,346
20	21	67,104	69,247	72,156	75,188	78,346	81,636
25	26	69,247	72,156	75,188	78,346	81,636	85,065
27	28	72,156	75,188	78,346	81,636	85,065	88,640
30	31	75,188	78,346	81,636	85,065	88,640	92,358
32	33	78,346	81,636	85,065	88,640	92,358	96,235

FREMONT CITY SCHOOL DISTRICT

2025-26 Certified Salary Schedule

Years Exp.	Step	Bach. Degree	Bach. +15	Bach. +30	M.A.	M.A. +15	M.A. +30
0	1	40,874	42,590	44,381	46,244	48,186	50,209
1	2	42,590	44,381	46,244	48,186	50,209	52,318
2	3	44,381	46,244	48,186	50,209	52,318	54,513
3	4	46,244	48,186	50,209	52,318	54,513	56,806
4	5	48,186	50,209	52,318	54,513	56,806	59,189
5	6	50,209	52,318	54,513	56,806	59,189	61,678
6	7	52,318	54,513	56,806	59,189	61,678	64,266
7	8	54,513	56,806	59,189	61,678	64,266	66,330
8	9	56,806	59,189	61,678	64,266	66,330	69,117
9	10	59,189	61,678	64,266	66,330	69,117	71,324
10	11	61,678	64,266	66,330	69,117	71,324	74,320
11	12	64,266	66,330	69,117	71,324	74,320	77,443
15	16	66,330	69,117	71,324	74,320	77,443	80,697
20	21	69,117	71,324	74,320	77,443	80,697	84,085
25	26	71,324	74,320	77,443	80,697	84,085	87,617
27	28	74,320	77,443	80,697	84,085	87,617	91,299
30	31	77,443	80,697	84,085	87,617	91,299	95,129
32	33	80,697	84,085	87,617	91,299	95,129	99,123

FREMONT CITY SCHOOL DISTRICT

2026-27 Certified Salary Schedule

Years Exp.	Step	Bach. Degree	Bach. +15	Bach. +30	M.A.	M.A. +15	M.A. +30
0	1	42,100	43,868	45,712	47,632	49,631	51,715
1	2	43,868	45,712	47,632	49,631	51,715	53,888
2	3	45,712	47,632	49,631	51,715	53,888	56,149
3	4	47,632	49,631	51,715	53,888	56,149	58,510
4	5	49,631	51,715	53,888	56,149	58,510	60,965
5	6	51,715	53,888	56,149	58,510	60,965	63,529
6	7	53,888	56,149	58,510	60,965	63,529	66,194
7	8	56,149	58,510	60,965	63,529	66,194	68,320
8	9	58,510	60,965	63,529	66,194	68,320	71,191
9	10	60,965	63,529	66,194	68,320	71,191	73,464
10	11	63,529	66,194	68,320	71,191	73,464	76,550
11	12	66,194	68,320	71,191	73,464	76,550	79,766
15	16	68,320	71,191	73,464	76,550	79,766	83,118
20	21	71,191	73,464	76,550	79,766	83,118	86,608
25	26	73,464	76,550	79,766	83,118	86,608	90,245
27	28	76,550	79,766	83,118	86,608	90,245	94,038
30	31	79,766	83,118	86,608	90,245	94,038	97,983
32	33	83,118	86,608	90,245	94,038	97,983	102,096

APPENDIX D

SUPPLEMENTAL DUTIES

A. Faculty Manager-M.S.
Head Football Coach
Head Basketball Coach - Boys
Head Basketball Coach - Girls
Head Swimming Coach

B. Head Wrestling Coach

C. Head Volleyball Coach
Head Soccer Coach - Boys
Head Soccer Coach - Girls
Head Band
Equipment Manager
Head Track Coach - Boys
Head Track Coach - Girls
Head Softball Coach
Head Baseball Coach

D. Head Tennis Coach
Head Cross Country Coach
Varsity Assistant Football
Varsity Assistant Basketball - Boys
Varsity Assistant Basketball - Girls
Head Orchestra
Head Vocal

E. Varsity Assistant Track
Varsity Assistant Soccer-Boys
Varsity Assistant Soccer-Girls
Varsity Assistant Baseball
Varsity Assistant Softball
Varsity Assistant Volleyball
Head Golf Coach
Varsity Assistant Swim
Varsity Assistant Wrestling
9th Grade Football
9th Grade Basketball - Boys
9th Grade Basketball - Girls
Assistant Athletic Trainer
High School Cheerleader Coach
Head Annual
Assistant High School Band
Diving Coach
Bowling Coach

F. Faculty Manager-H.S. (3 stipends – Fall, Winter, & Spring)
Head Athletic Trainer (3 stipends – Fall, Winter, & Spring)
9th Grade Baseball
9th Grade Softball
M.S. Football
M.S. Basketball - Boys
M.S. Basketball - Girls
Senior High Newspaper
M.S. Head Track
Lead Communication Liaison
Concession Stand Manager (3 stipends – Fall, Winter, & Spring)

G. High School Musical Theater Director
M.S. Wrestling
M.S. Swimming
M.S. Track

H. Varsity Assistant Golf
Varsity Assistant Cross Country
Assistant Cheerleading Coach - M.S.
M.S. Drama
M.S. Annual
Assistant Cheerleading Coach - H.S.
H.S. Technology Club Advisor
M.S. Technology Club Advisor

I. Varsity Assistant Tennis
M.S. Volleyball
Student Council Advisor - H.S.
High School Theater Director – Non musical
Debate Team
Quiz Bowl (MS)

J. M.S. Cross Country
M.S. Student Council
National Honor Society Advisor
Junior Class Advisor
Majorette Director
Flag Corp Director
M.S. Newspaper
Jazz Band Director
Pep Band Director
M.S. Assistant Vocal Music
M.S. Band
M.S. Orchestra

K. Academic Advisor (3 stipends – Fall, Winter, & Spring)
Club Advisors
Teen Leadership
Senior Class Advisor
H.S. Assistant Annual
M.S. Assistant Annual

L. Sophomore Class Advisor
Freshman Class Advisor

M. Set Construction - Fall & Spring
Costume/Make-up - Fall & Spring
Business Manager - Fall & Spring
Safety Patrol
Quiz Bowl (Elementary)
Show Choir Choreographer
Show Choir Director
Select Vocal Ensemble
Communication Liaison
Auditorium Manager

Elementary Music Teacher - $50/performance (max. 2/year/bldg.)
Elementary Art Teacher - $50/Art Show (max. 1/year/bldg.)
Elementary Teachers required to attend grade level Music
Performances - $50/performance (max. 1/year)
Instrumental Music Specialist - $700
Elementary Intramural Coach - $500

SUPPLEMENTAL SALARY SCHEDULE

YEARS EXPERIENCE

(% of Base)

Category	0-1 Year	2-3 Years	4-5 Years	6-9 Years	10 Years
A	22%	22.5%	23%	23.5%	24%
B	18%	18.5%	19%	19.5%	20%
C	14%	14.5%	15%	15.5%	16%
D	12%	12.5%	13%	13.5%	14%
E	10%	10.5%	11%	11.5%	12%
F	8%	8.5%	9%	9.5%	10%
G	7%	7.5%	8%	8.5%	9%
H	6%	6.5%	7%	7.5%	8%
I	5%	5.5%	6%	6.5%	7%
J	4%	4.5%	5%	5.5%	6%
K	3%	3.5%	4%	4.5%	5%
L	2.5%	3%	3.5%	4%	4.5%
M	2%	2.5%	3%	3.5%	4%

APPENDIX E

Grievance Form

Level I – Administrator

Grievant's Name (Please Print) Work Location (Please Print)

STATEMENT OF GRIEVANCE: _____

Specific Section(s) of Agreement claimed to have been violated: _____

Relief requested: _____

Date presented to principal/supervisor: _____

Grievant's Signature

Date of receipt by principal/supervisor: _____

Signature of principal/supervisor: _____

Disposition: _____

Response Date: _____

Signature of Principal/Supervisor

NOTE: Attach additional sheets as needed for complete explanation.

Level II – Superintendent/Designee

I hereby request that my grievance be forwarded to Level II.

_____ _____

Date Grievant's Signature

Date received by Superintendent/designee:_____

Signature of Superintendent/designee:_____

Disposition:_____

_____

_____

_____

Response Date:_____ _____

Signature of Superintendent/designee

****

Level III– FMCS Mediation

The Association hereby requests that the grievance be scheduled for FMCS Mediation.

_____ _____

Date Signature for Association

Date received in Board of Education office:_____

Received by: _____/_____

Employer Representative Date

Date FMCS Mediation conducted: _____

Level IV – Arbitration

The Association hereby requests that the grievance be scheduled for arbitration.

_____ _____

Date Signature for Association

Date received in Board of Education office: _____

Received by: _____/_____

Employer Representative Date