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MASTER AGREEMENT

BETWEEN THE

OLD FORT LOCAL BOARD OF EDUCATION

AND THE

OLD FORT LOCAL EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027

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PREAMBLE

The Board of Education of the Old Fort Local School District together with The Old Fort Local Education Association recognize that the development and operation of educational programs of the highest quality for the benefit of the students and their communities is a responsibility which requires for its effective discharge cooperation between the Board, the Superintendent and administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunity for all students, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent and the administrative staff, and the teaching staff can best attain their common objectives and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in resolving matters of concern which affect the quality of the educational program. Every reasonable effort should be put forth by the Board, the Association, the Administration and the teachers to improve levels of efficiency and productivity of the overall education program.

The Board of Education shall continue to review, study and effectuate improved teaching methods, plans, programs, projects, curriculum, and other innovative means to improve the education of our students. The Board shall continue to participate, when and where feasible and practicable, with governmental units and agencies - local, state and federal – in such programs as it deems necessary to accomplish the improved qualities of education.

It is the purpose of this Agreement to establish the relationship between the Board of Education and The Old Fort Local Education Association, and to set forth an orderly procedure for the consideration and resolution of matters of concern. Thus, the parties do hereby enter into this Agreement by and between the Board of Education of the Old Fort Local School District and The Old Fort Local Education Association.

ARTICLE I – RECOGNITION AND NEGOTIATIONS

A. Recognition

1. Recognition of the Association

The Old Fort Local Board of Education, hereinafter referred to as the Board, recognizes the Old Fort Local Education Association (OFLEA)/Ohio Education Association (OEA)/Northwestern Ohio Education Association (NWOEA)/National Education Association (NEA) hereinafter referred to as the Association, as the exclusive and sole representative for all the certificated personnel, and tutors whether employed under limited, continuing or supplemental contracts whether on leave of absence or on a per diem basis. Excluded from the bargaining unit are all managerial employees, the Technology Director, all non-certificated employees and all substitute teachers.

2. Recognition and Management Rights of the Board

The Old Fort Local Education Association recognizes the Old Fort Local Board of Education as the locally elected body empowered with the management rights per Ohio Revised Code (ORC) 4117.08 and as granted under other statutory management rights. The Board's exercise of these rights requires neither negotiations with nor agreement of the Association except for the terms of the negotiated Master Agreement.

B. Negotiations

1. Definitions

"Master Agreement" is the document, ratified by the teachers' Association and approved by the Board, which has been evolved through the process of mutual discussions in good faith between designated representatives of the recognized teacher organization and the designated representatives of the Board of Education, concerning matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

"Good Faith" involves coming to the discussions with willingness to consider and respond to the items of mutual concern as defined in the Ohio Revised Code, 4117.01 Section G.

2. Directing Requests

Requests to initiate negotiations shall be submitted in writing by the Association to the Superintendent, or his/her designated representatives, or by the Superintendent to the President of the Association, or his/her designated

representatives, not less than ninety (90) nor more than one hundred twenty (120) days prior to the expiration of the Agreement. A mutually convenient meeting date shall be set for negotiations within a reasonable time period after the request to initiate negotiations has been submitted by either side. If neither party to the Agreement wishes to amend, modify, or alter the current Agreement negotiations may be waived and the current Agreement shall be extended one (1) year.

3. Meetings

The purpose of the first meeting shall be for the parties to exchange complete and specific proposals for negotiations. No other items shall be submitted for negotiations after this meeting unless the parties mutually agree to add said item(s). Meetings shall be scheduled with the least interruption of school schedules; however, if necessary, Association members of the team may be released from school duties without loss of pay to attend meetings. Meetings shall be in executive session unless mutually agreed by both parties.

4. Representation

Representative members of the Board shall meet with designated representative members of the Association for discussions in good faith. Representation shall be limited to three (3) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school District. While no final agreement shall be executed without ratification by the Association and approval by the Board, 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.

5. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.

6. Study Committees

The parties may appoint joint ad hoc study committees to research, study, and develop projects, reports and programs and to make recommendations on matters under consideration. The committees shall report all findings to both parties. The purpose of these committees is solely to serve as assisters to the designated negotiators and is not to substitute for negotiations between the Board and the Association.

7. Information

The Board and Superintendent agree to furnish the Association's negotiation committee, upon request and in reasonable time both prior to and during discussions, all legally available information concerning financial resources of the District and such other information as will assist the Association in developing intelligent, accurate and constructive programs on behalf of the teachers, the students, and the educational program.

The Association agrees to furnish all legally available information on its proposals to the Board's negotiation team to support its proposals.

8. While Negotiations Are In Progress

a. Schedule of Meetings

At the first discussion session the parties should agree upon a tentative target date for the anticipated conclusion of the discussion sessions. Meetings for such discussion will be held at mutually convenient times and locations. If discussion reaches a stalemate, either party may declare the necessity to adjourn. The discussion may then resume at a mutually agreed upon later date, upon request of either spokesman. At the conclusion of each meeting the spokesman for each party shall remain to compile an agenda, time and place for the next meeting.

b. Caucuses

The chairman of either group may call for independent caucus at any time. Caucuses shall be of reasonable length.

c. Item Agreement

At the conclusion of each meeting, the items upon which tentative agreement has been reached will be transcribed, initialed by the spokesman for each party and maintained as a summary record of proceedings for the discussion.

d. No action to coerce or censor or penalize any participant, any Association member, any administrator, or any Board member shall be made or implied by any other party of this Agreement as a result of this procedure for discussion of common concerns.

e. While negotiations are in progress, it is agreed that neither party to this Agreement will resort to the use of public media in any effort to affect the outcome of negotiations. Any release or communication to the public relative to the on-going negotiations must be mutually agreed upon in

terms of content prior to its release. While negotiations are in progress, it is recognized that both parties will be free to make periodic progress reports to the respective groups they represent. Once impasse is reached, public comments by the parties are permissible.

9. Final Agreement

When final agreement is reached through formal discussions, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification by the Association and approval by the Board, the Agreement shall then be signed by the parties and the resulting agreement shall be binding on both parties, and when necessary, the provisions shall be reflected in individual contractual terms. No provisions of the resulting agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

10. Disagreement

a. Responsibilities

The parties pledge themselves to discuss in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

b. Federal Mediation and Conciliation Service

If either party determines that differences of position are so serious that further negotiations seem impossible of producing a satisfactory agreement, the parties shall, in writing, request the Federal Mediation and Conciliation Service to appoint a mediator for the purpose of aiding the parties in reaching agreement.

Upon expiration of the Agreement, the Association shall retain all rights afforded it in 4117.14 D.2. ORC.

11. Duration

Final approval by the Board of items ratified by the Association shall close discussion upon these items for the duration of this Agreement, except during mutually agreed upon discussions as part of the formulation of a subsequent agreement or as outlined in I.B.12., concerning Amendments.

12. Amendments

If changes in this Agreement are desired, written notification shall be given by the party proposing the changes. Discussion shall then occur if both parties mutually

agree and then shall occur in accordance with the procedures in this Agreement. No changes shall be made unless the parties mutually agree to the changes.

13. Rights of Individuals

Nothing in this Agreement shall prohibit any certificated employee from presenting views or grievances which affect his status in the District to the Superintendent or to the Board in accordance with established procedure.

ARTICLE II – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee, consisting of the Superintendent/designee and the President of the OFLEA/designee and at least one (1) additional member each designated by the Board and designated by the Association shall agree to meet at the request of either party but no more than once per month to discuss concerns brought by either party to the meeting. This committee shall not be a substitute for negotiations pursuant to Article I of this Agreement.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall be defined as a violation, misinterpretation, or misapplication of any provision of the current negotiated agreement.

2. A "grievant" shall be defined as an employee who alleges a grievance has occurred.

B. Procedure

1. Step One: Any employee having a grievance shall first discuss such grievance with his/her immediate superior.

2. Step Two: If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with such employee's building principal. If such grievance is not lodged within fifteen (15) calendar days following the act or condition which is the basis of said grievance or within fifteen (15) calendar days following the date the grievant became aware, or reasonably should have known of the act or condition which is the basis of said grievance, said grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the current negotiated agreement allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed with the Superintendent. The grievant shall have a right to request a

hearing before the building principal. Such hearing shall be conducted within five (5) working days after the receipt of such request. The grievant shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by a representative of his/her employee organization.

The building principal shall take action on the written grievance within the five (5) working days after the receipt of said grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the grievant and the Superintendent.

3. Step Three: If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. The grievant shall have the right to be represented at such hearing by a representative of his/her employee organization. The Superintendent shall take action on the appeal of the grievance within five (5) working days after receipt of the appeal, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the building principal.

   The Association may file grievances on its behalf and on behalf of a group of teachers directly to the Superintendent at Step Three.

4. Step Four: If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board of Education. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education. The grievant shall have the right to be represented at such meeting by a representative of his/her employee organization.

   The Board of Education shall act upon such appeal no later than its next regular meeting. The Board of Education's action shall be final. Copies of the final action shall be sent to the employee, Superintendent, and building principal.

5. Step Five: If the action at Step Four does not resolve the grievance, the Association shall have the right to request that the issue be submitted to arbitration within ten (10) working days of the receipt of the Board's disposition in Step Four.

The arbitrator shall be selected from a list of seven (7) names, supplied to the parties by the American Arbitration Association (AAA). Selection of the arbitrator shall be determined by the alternate striking of names. A second list of names may be requested by either party before selecting the arbitrator. The party striking first shall be determined by the flip of a coin. The selection shall take place within ten (10) days after both parties receive the list.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall not have any authority to rule contrary to the law of the state of Ohio except in areas of contract which supersede state law. The arbitrator shall have no authority to decide any other issue(s) submitted to him/her, or to submit observations or declarations of opinion which are not directly essential to reaching his/her determination on the grievance.

The decision of the arbitrator shall be final and binding. The costs of the services of the arbitrator shall be fully borne by the losing party. The costs of any meeting room(s) and of any court reporter (if both parties request transcripts) shall be borne equally by the Association and the Board.

ARTICLE IV – RIGHTS OF TEACHERS

A. Teaching Assignment

Teachers shall be informed of their tentative teaching assignments for the next school year prior to the end of school.

B. Posting Vacancies

As vacancies in teaching, administrative, and/or extra-curricular positions are created or declared by the Board of Education, the vacancy notices shall be distributed to all teachers by their work email or a method of contact which is provided by the teacher three (3) days prior to it being distributed outside the District.

Members of the present staff interested in positions announced shall submit a written statement indicating the position desired to the Superintendent within three (3) working days after the vacancy is distributed. The vacancy will not be distributed outside the District until it is posted internally for three (3) working days. In regards to potential summer vacancies, a member wishing to be considered for a position shall submit a letter or email to the Superintendent and principal, by the last contract day of the school year, indicating the area of interest. (e.g., elementary, high school science). The member shall be considered for transfer before the job is posted. All such requests shall be given full consideration before an employment recommendation is made for any position posted as a vacancy. If it becomes necessary to fill a teaching position after July 10 of the upcoming school year, the OFLEA waives the five (5) day posting requirement.

All supplemental contracts shall be deemed "vacant" upon completion of the duties detailed in the job description for said position. As determined by Administration, a list of vacancies shall be developed and distributed to all teachers by their work email or a method of contact which is provided by the teacher. Such postings shall be conducted in a manner which allows timely solicitation of replacement personnel in order to maintain an efficient system of supplemental activity.

If the Board elects to fill a supplemental position with a person from outside the bargaining unit, it shall comply with Ohio Revised Code 3313.53.

Supplemental contract vacancies occurring after a position has once been filled shall be filled according to Article IV B.

C. Evaluation

1. Purpose. The purposes of the evaluation process are the following:

   a. To maintain and improve classroom instruction.

   b. To clarify the performance expectations of the individual as determined by the Administration and state standards.

   c. To establish work goals.

   d. To make evaluations adhere to state standards.

   f. To provide means for Administration to direct improvement.

   g. To provide the employee with the ultimate responsibility for performance.

2. Ohio Teacher/Counselor Evaluation System (OTES)

   The standards-based teacher and counselor evaluation policy outlined in this Section applies to all employees employed under a license issued under Section 3319 of the Ohio Revised Code or under a professional or permanent teacher's certificate issued under former Section 3319.222 of the Ohio Revised Code and who spend at least fifty percent (50%) of the time employed providing student instruction.

   a. Evaluators

      Evaluations shall be completed by an Old Fort Local building principal or Old Fort Local District administrator employed by the Board, or North Central Ohio Educational Service Center (NCOESC) employee who has attended the OTES state-sponsored training and has passed the online

assessment using the OTES Performance Rubric. An NCOESC employee would only be used in the case of an Old Fort building principal having an extended leave of absence that would not allow him/her to complete evaluations within mandated timelines.

Counselor evaluations shall be completed by a building or District administrator approved by the Board who has attended the Ohio School Counselor Evaluation System (OSCES) stated-sponsored training. A counselor's evaluation, including all observations and summative evaluation, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric in accordance with ORC 3319.113. All monitoring or observation of the work performance of a counselor shall be conducted openly and with the full knowledge of the counselor. Each evaluation shall result in an effectiveness rating of Accomplished, Skilled, Developing or Ineffective.

b. Teacher/Counselor Performance

Evidence observed, collected, or provided during the formal or informal observation process or otherwise will combine to produce a score on the OTES, Teacher Performance Evaluation Rubric. Fifty percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following Ohio Standards for the Teaching Profession:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;

2. Understanding the Content Area for which they have Instructional Responsibility;

3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;

4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;

5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;

6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and

7. Assuming Responsibility for Professional Growth, Performance and Involvement.

Evidence observed, collected, or provided during the formal or informal observation process or otherwise, for counselors will combine to produce a score based on the following standards:

1. Comprehensive School Counseling Program Plan;
2. Direct Services for Academic, Career and Social/Emotional Development;
3. Indirect Services;
4. Partnerships and Referrals;
5. Evaluation and Data;
6. Leadership Development and
7. Professional Responsibility, Knowledge and Growth.

c. Evaluation Procedures

1. Except as otherwise provided in this Article, teachers and counselors shall be evaluated at least once each school year. The evaluation shall consist of two (2) formal observations of at least thirty (30) minutes each and two (2) Informal observations through periodic classroom walkthroughs [five (5) minute minimum] with written feedback. Evidence observed, collected, or provided by the teachers during the formal or informal observation process or otherwise will be shared with teachers. Evaluations shall be complete by the first day of May and the teacher shall have access to the results of the evaluation by the tenth day of May.

2. Counselor's walkthroughs shall be during non-confidential activities. Evidence observed, collected, or provided by the teachers and counselors during the formal or informal observation process or otherwise will be shared with teachers. Evaluations shall be completed by the first day of May and the teacher shall have access to the results of the evaluation by the tenth day of May.

3. The Board may evaluate each teacher who received a rating of "Accomplished" on the teacher's most recent evaluation once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on the plan.

4. The Board may evaluate each teacher who received a rating of "Skilled" on the teacher's most recent evaluation once every two (2) 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.

5. Teachers and counselors who are under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under Section 3319.11 of the Ohio Revised Code shall have at least one (1) evaluation consisting of at least three (3) formal observations. The evaluator also reserves the right to conduct informal observations through periodic classroom walkthroughs [five (5) minute minimum] with written feedback provided two (2) times per observation. Evaluations shall be complete by the first day of May and the teacher shall have access to the results of the evaluation by the tenth day of May.

6. In any year that a teacher is not being evaluated as a result of having been most recently rated "Accomplished" or "Skilled," at least one (1) thirty (30) minute observation, one (1) post conference, and one (1) walkthrough will be held with the teacher, which shall include a discussion of progress on the teacher's professional growth plan.

7. The Board may choose not to evaluate a teacher participating in a teacher residency program under R.C. 3319.223 for 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.

d. Observations

The formal observation process shall include:

1. Pre-observation conference held between the teacher/counselor and evaluator prior to the formal observation.

2. Formal observations will be scheduled by the evaluator and communicated to the teacher/counselor, unless extraordinary circumstances occurring making this timeline improbable: building closing, crisis events, and others as mutually agreed upon.

3. Post-observation conference shall be held within fifteen (15) school days following the observation unless extraordinary circumstances occurring making this timeline improbable: building closing, crisis events, absence of teacher/counselor or evaluator

and others as mutually agreed upon. The formal observation process shall include two (2) classroom walkthroughs.

4. One (1) copy of the final summative rating of teacher effectiveness shall be sent to the Superintendent for placement in the employee's personnel file. The employee's signature shall not be interpreted to indicate agreement. The employee shall have the right and opportunity to submit, within ten (10) school days of the post conference, a written rebuttal for attachment to the evaluator's report and such shall be placed in his or her personnel file.

e. Student Performance.

When using measures of student performance as evidence in a teacher's evaluation, those measures shall be "high quality student data" as defined by the State Board of Education and approved by the Joint Evaluation Committee. At least two (2) measures of high-quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level or subject area taught by the teacher, high-quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high-quality student data to demonstrate student learning.

In accordance with guidance issued by the Department of Education and Workforce, high-quality student data may be used as evidence in any component of the evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;

2. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;

3. Assessment of student learning;

4. The teacher's use of assessment data;

5. Professional responsibility and growth.

Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited. The use of student learning objectives is prohibited.

f. Professional Growth and Improvement Plans

1. Professional growth and improvement plans shall be developed as follows:

(a) Teachers whose evaluation rating is Accomplished shall develop a self-directed professional growth plan for continuing professional growth and may choose the credentialed evaluator for their evaluation cycle as set forth in this agreement.

(b) Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

(c) Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

(d) Teachers whose evaluation rating is Ineffective shall have a professional improvement plan developed by their assigned evaluator, pursuant to the terms of this agreement.

(e) Based on the Final Summative Rating, an improvement plan could be developed for teachers rated Developing or Ineffective with their assigned evaluator.

2. The improvement plan shall include:

(a) Specific, measurable instructional practices to be observed.

(b) Specific, evidence based resources, and assistance to be provided.

3. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

3. Evaluation System. (OTES Inapplicable)

This Evaluation System applies to employees who do not spend at least fifty percent (50%) of the time employed providing student instruction.

a. As part of the evaluation process, there will be both observations and evaluations as defined below:

1. Observation

   A work setting observation of the staff member at work in order to critique one's performance shall be conducted. Also included are day-to-day observations of staff members, in the education setting.

2. Evaluation

   It shall be summation of observations and walkthroughs.

b. Evaluations shall be completed by an Old Fort Local building principal or Old Fort Local administrator employed by the Board, or North Central Ohio Educational Service Center (NCOESC) employee who has attended the OTES state-sponsored training and has passed the online assessment using the OTES Performance Rubric. An NCOESC employee would only be used in the case of an Old Fort building principal having an extended leave of absence that would not allow him/her to complete evaluations within mandated timelines.

   In all cases, the period of time between the completed evaluation and the evaluation conference shall not exceed fifteen (15) work days. Any unsatisfactory rating shall be accompanied by a written explanation which shall include written suggestions by the administration for correcting any deficiencies which have been cited. The ultimate responsibility for correcting any noted deficiencies shall rest with the employee.

c. Employees shall be evaluated once per school year. The evaluation shall consist of two (2) formal observations, one (1) per semester, and may consist of periodic walkthroughs by the evaluator. Employees who are under consideration for nonrenewal may have three (3) formal observations and may consist of periodic walkthroughs by the evaluator. Evaluations shall be complete by the first day of May and the employee shall receive the results of the evaluation by the tenth day of May.

d. One (1) copy of the final summative rating of teacher effectiveness shall be sent to the Superintendent for placement in the employee's personnel file. The employee's signature shall not be interpreted to indicate agreement. The employee shall have the right and opportunity to submit, within ten (10) school days of the post conference, a written rebuttal for attachment to the evaluator's report and such shall be placed in his or her personnel file.

e. All of the above are minimum requirements. Additional evaluations may be done as needed.

4. Any teacher 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.

5. Any teacher 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 change in the Ohio law will take effect in the school year following the effective date of the law, unless otherwise prohibited.

Joint Evaluation Committee

The Board and the Association agree to form a Joint Evaluation Committee to 1) evaluate the effectiveness of the evaluation process, 2) make recommendations about whether changes to the evaluation process are needed to make the process more effective, and 3) determine HQSD for all grade level and subjects. The makeup of the Committee and its function shall be jointly determined by the Superintendent and the Association President.

The Evaluation instrument will conform with State standards.

D. Reduction in Force

A reasonable reduction of instructional staff members may be made in the event that reduction becomes necessary as a result of a decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the District, for financial reasons, or any other reason permitted under Ohio law. When such a reduction is deemed necessary, the following procedures shall apply:

1. No later than May 1, the Association President shall be notified of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and the Board to review appropriate data indicating a need for a reduction in staff. The Association shall be informed as to why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and will be provided with a seniority list of all employees.

2. The seniority list shall be prepared by listing all teachers according to continuous service in the District within all areas of certification. Those on continuing contracts shall be listed first according to continuous service in the District; then those on limited contracts shall be listed by continuous service in the District. The list shall include the date of initial employment (continuous) for each employee.

Teachers using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave, (i.e., a leave of absence shall not break an employee's continuous employment).

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

a. Date of employment as determined by Board of Education minutes.

b. Date and hour of acceptance of offer of employment prior to Board approval. Verification of acceptance will be determined by the applicant submitting a signed statement, in the presence of the Treasurer or his/her designee, indicating acceptance of a position in the Old Fort Local School District. The signed statement will include the following:

   1) The individual's signature.

   2) The date and time of initial acceptance of an offer of employment.

   3) The position the District is seeking to fill.

   Under no circumstances will the above requested information be waived, amended, or be provided other than in person by the person seeking to procure gainful employment with the Old Fort Local School District.

c. If any ties remain after a. and b., they will be broken by lot.

3. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for those employees who retire, resign, or whose limited contracts are non-renewed due to unsatisfactory performance. It is recognized, however, that attrition alone may not be sufficient to accomplish necessary reductions.

4. Reductions needed beyond those covered by attrition, as mentioned above, will be made by suspending contracts. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. No preference for seniority shall be given, except when making a decision between teachers who have comparable evaluations over a three (3) year period.

5. A teacher whose contract is suspended as a result of a staff reduction shall be given written notification no later than July 10 of the year the reduction is to be implemented. The notification shall state the reason(s) for the reduction and reason(s) for the selection of said teacher.

6. The names of teachers whose contracts were suspended in a reduction-in-force shall be placed on a recall list. Restoration rights for teachers whose contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next two (2) full school years. A teacher's name shall be removed from the recall list if:

   a. He/she waives his/her right to recall or resigns;

   b. He/she fails to respond in writing to an offered position for which he/she is certified within ten (10) days of receipt of official notification of recall sent by registered mail; or

   c. He/she fails to report to work within ten (10) work days of acknowledgment of the notification unless sick or injured.

   Teachers on a recall list will have the following rights:

   a. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated for the vacancy and in the case of teachers who were serving under limited contracts have either 1) taught for at least one hundred twenty (120) days in the area of certification in which the vacancy exists during the five (5) years preceding the reduction, or 2) taken an academic course in the area of certification during the preceding five (5) years.

   b. Teachers on the recall list will be recalled for vacancies in areas for which they are certificated, provided that if the teachers so involved were serving under a limited contract prior to the reduction they have either 1) taught in that area of certification for at least one hundred twenty (120) days during the five (5) years preceding the reduction, or 2) taken an academic course in the area of certification during the preceding five (5) years. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations over a three (3) year period.

   c. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address and current certification status. All teachers are required to respond in writing to the District office within ten (10) calendar days after the mailing of the certified notice. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within ten (10) calendar days, or who declines to accept the position, will forfeit all recall rights.

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

7. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 (or for financial reasons). This Article shall not require the Board of Education to fill any vacancy nor shall it interfere with any other lawful personnel procedures in the District.

8. The personnel records and all references of those teachers laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits. Participation in group insurance policies shall be for that period of time as provided by law.

E. Seniority

1. 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. Part-time work will be prorated for seniority purposes. (1/2 day every day equals 1/2 year seniority).

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

3. Seniority lists shall be made available in the building annually, by March 15 of each work year. The Board shall prepare and make available in each building seniority lists indicating, by area of certification, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each employee. Said lists shall be provided to the Association President on or before the date the lists are made available in the building.

a. The names of employees on the seniority lists shall appear in seniority rank order within areas of certification with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

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

Each employee shall have a period of ten (10) calendar days after the seniority lists are made available within the buildings in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and make updated lists available immediately. No protest shall be considered after ten (10) calendar days of the providing of the seniority lists and the lists shall be considered as final until the lists are next made available.

4. Any changes in areas of certification that occur after March 15th of each year shall be reported in writing to the Board of Education by the affected teacher. It shall be the exclusive and sole responsibility of the individual teacher to notify the Board of any changes that could impact a bargaining unit member's seniority status. The Board will not be held responsible for inaccuracies in said seniority lists due to a teacher's failure to provide current, accurate, and valid information relative to his/her respective areas of current certification, or additional certification in new areas.

F. Personnel Files

Any staff member shall have the right to review with the Superintendent or his/her designee the contents of his/her sole official personnel file and shall have the right to attach comments to any contents in the file. All materials placed in the personnel file shall be dated with the date of placement in the file and shall be initialed by the person placing the item in the file.

Viewing of personnel files shall be subject to applicable law and court decisions. An employee will be notified if an individual other than an administrator or Board member requests to view his/her file. The Board shall take reasonable actions to protect the confidentiality of an employee's personnel files to the fullest extent permitted by applicable law.

A professional staff member shall be entitled to a copy of any material in his/her file except employment recommendations. Such copies shall be marked as issued to the staff member and the staff member shall be solely liable for dissemination of such marked copy. The costs associated with reproducing material in the personnel file shall be borne by the professional staff member; however, the Board shall provide at no cost the first copy of any item(s) requested.

An administrator's personal notes or records about a staff member are not a part of the central office or building personnel file and are not subject to the requirements of this provision.

G. Board Meeting Summary

A copy of the Board meeting minutes will be made available to faculty on the District's website following a Board meeting.

H. Policy Handbook

The policy handbook will be made available to all faculty members. The policy handbook will be updated as necessary.

I. Contracts/Continuing Contract Status/Non-Renewal

The Board and the Association agree that ORC 3319.11 governs the process of issuing limited or continuing contract and/or the non-renewal of contracts. Any violation is subject to the appeal process set forth in ORC 3319.11.

1. Limited Contracts

a. Upon being initially hired by the Board, a bargaining unit member shall be given a one-year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day without any prior written notice of nonrenewal, unless the Board acts to renew the contract on or before June 1. Teachers may be renewed for second and third one-year limited contracts which shall automatically expire at the conclusion of the last contracted teacher day without any prior written notice of non-renewal, unless the Board acts to renew the contract on or before June 1. Each one-year limited teacher contract issued as stated above will state that the contract expires in accordance with this Article of the Master Agreement between the Board and the Association. Said expired contract will not be considered a nonrenewal by either party. This procedure shall specifically take precedence over and supersede Chapter 3319.11 of the Ohio Revised Code.

b. After the first three (3) one-year contracts, all subsequent limited contracts shall be renewed or nonrenewed by June 1.

2. Continuing Contracts

A teacher becomes eligible for continuing contract status provided he/she possesses a valid professional, permanent or life certificate or a professional educator's license who has completed the applicable one (1) of the following:

a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate, under formal law or an educator license, thirty (30) 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 which the state board of education shall adopt;

b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate of license, as specified in rules which the state board of education shall adopt.

In addition, a teacher must obtain a written letter of recommendation for a continuing contract from his/her head building principal and must have taught at least three (3) years in the District. Teachers who have had a continuing contract in Ohio become eligible for a continuing contract after serving a two-year period in the District as a licensed administrator or teacher.

J. Complaints About School Personnel

A "complaint" is defined as a criticism of a particular school employee(s) by a citizen of the school District which includes or implies a demand for action by school authorities. Other comments and suggestions will be referred informally to affected personnel.

1. If a complaint comes first to the person against whom it is directed, he/she will listen and may try to resolve the difficulty by explaining the background and educational purpose involved. If the complaint remains unsatisfied, the employee will refer the complainant to his/her supervisor to have his/her views considered further. Whether the complaint terminates with the individual staff member involved or seems likely to go further, the staff member will immediately inform his/her supervisor of the complaint.

2. If a complaint comes first to the building principal or supervisor of the person criticized, the principal or supervisor should make no commitments, admissions of guilt, or threats. If the complaint involves a particular employee, the building principal or supervisor will schedule a conference between the complainant and the person criticized and will inform that person immediately of the complaint.

3. If a complaint comes first to any other school employee, that employee will refer the complainant to the person criticized or his/her immediate supervisor and immediately inform both.

4. If the complainant remains unsatisfied, the building principal or supervisor will schedule a conference with him/herself, the complainant, the person criticized, and, if advisable, other personnel that either the supervisor or the person criticized feels could contribute to resolution of the problem(s).

5. If the complainant is not satisfied with the results of the conference above, he/she should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as he/she may see fit.

6. Should dissatisfaction remain after the above steps have been taken, the matter will be placed on the agenda for the next regularly scheduled Board meeting. The decision of the Board will be communicated in writing to all interested persons.

In all steps of this procedure, the employee shall be notified of conferences. Any person involved in the conferences shall have the right to representation of his/her own choosing, excluding the first step of the complaint (1-3).

Written 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 the findings from any and all conferences.

K. Student Discipline

The Administration recognizes its responsibility to give full support and assistance to teachers who follow Board policy with respect to the maintenance of control and discipline in the classroom. The teacher shall exercise reasonable judgement in the use of disciplinary procedures in accordance with Board policy and student code of conduct, and in so doing shall be supported by the Administration and the Board.

If necessary, a teacher may temporarily remove a disruptive student from his/her classroom in accordance with Ohio law. Following such removal, the teacher will document in writing the reason(s) for such removal.

To the extent such information is available and is legal, according to IEP/Privacy Rights, the Administration shall inform each teacher being assigned a student who has a history of violent behavior.

Except as otherwise provided by the Individuals With Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans With Disabilities Act, or other applicable state and federal laws and regulations or as otherwise ordered by a court, a student who physically attacks or makes violent threats to a teacher shall not be returned to that teacher's classroom until consequences have been served and a behavior plan is written and implemented by the Administration, the teacher, the student and the parent/guardian.

L. Progressive Discipline

1. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employees classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.

2. The steps of progressive discipline are:

   a. Verbal Warning – Verbal Warnings shall be discussed in private between the parties involved. Verbal warnings will be documented and signed by each party. Signature of the employee shall only signify receipt of the document and not necessarily agreement.

   b. Written Reprimand – Within ten (10) days of when the administrator becomes aware of an offense warranting a written reprimand, the administrator shall meet with the employee to discuss the offense. At the meeting, the teacher may be represented by a representative of the Association of his/her choice. Written Reprimands shall be removed from the employee's file four (4) years from its placement, if there have been no other reprimands of a similar nature during the four (4) year period, by request of the teacher.

   c. Suspension – The Superintendent may suspend an employee without pay for up to five (5) work days. All suspensions shall be removed from the employee's file four (4) years from its placement, if there have been no other reprimands of a similar nature during the four (4) year period, by request of the teacher.

   d. Termination – The Board may terminate an employee in accordance with ORC §3319.16.

3. In the case of suspension without pay for five (5) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of five (5) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.

4. Discipline will be progressive and will be commensurate with the offense. Notwithstanding the foregoing, if the offense is deemed by the building administrator, the Superintendent, or the Board to be of a serious nature, the Administration may skip the progressive discipline steps and immediately impose a severe disciplinary measure (i.e. unpaid suspension or termination).

5. Nothing herein shall preclude the Superintendent from suspending an employee with pay.

6. At all steps of the disciplinary procedure a bargaining unit member shall have the right to have an Association representative present.

7. Fringe benefits shall remain in effect during the time of any suspension under this Article.

8. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Step Three, Article III – Grievance Procedure.

9. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or suspected abuse as defined by ORC 2151.421, and to deal with such suspected activity once proven, according to state and/or federal law.

ARTICLE V – WORK YEAR AND WORK DAY

A. Work Year

The work year for teachers shall consist of one hundred eighty-three (183) days or more as may be required by changes in Ohio.

1. Three (3) days shall be scheduled as teacher work days.

   a. one (1) day shall be the day prior to the first day scheduled for students.

   b. one (1) day shall be the day following the last day scheduled for students.

   c. one (1) day shall fall on the first day after winter break. Elementary teachers will work a half day due to spring conferences.

2. Three (3) professional days will be scheduled.

3. Seven (7) hours will be scheduled for mandatory conference sessions for the elementary and high school buildings during the first semester of the school year. Building schedule times will be determined by the Board, based upon the recommendation of the Superintendent. The Superintendent's recommendation will be based upon input from the staff and the building principals.

   Nothing in this section shall prohibit the principal from scheduling a short faculty meeting and/or short in-service on the conference/special reports day. Building principals may schedule staff meetings once a month. Meetings may be before or after school and not last longer than forty-five (45) minutes.

4. Students will be in attendance for no less than the minimum number of hours required by ORC 3313.48.

5. The teacher work day shall be a total of seven (7) hours and thirty (30) minutes, to start no earlier than 7:30 a.m. and ending no later than 3:30 p.m.

6. Prior to September 1 of each school year, the Board shall adopt a contingency plan under which the District's students will make-up five (5) days beyond the eight (8) calamity days.

   Makeup days will be scheduled to utilize President's Day, the last day of Easter break, and three (3) days at the end of the school year. The maximum exposure to make up days is five (5) before President's Day, four (4) after President's Day and three (3) after Easter break. No more than five (5) days will be made up, unless we fall below the state's minimum hourly requirement. Any calamity days occurring after Easter break will not be made up at the end of the school year. This will be effective whether the school year is based on hours or days as prescribed by the Department of Education and Workforce. Any compensation which has previously been paid to teachers for days when school was not in session due to calamity shall be considered to be compensation for any scheduled make-up days. In no event shall the amount of days in session or compensation for days in session exceed one hundred eighty-three (183) days.

B. Yearly Calendar Input

Alternate calendars for the school year shall be provided to and voted on by the Association so that they may have input prior to the Board of Education's selection.

C. Planning/Preparation Periods/Lesson Plans

All teachers shall have a minimum of two hundred (200) minutes of planning/preparation time per week, or a prorated amount, based upon the number of workdays in such week if less than five (5). Full-time elementary teachers shall have five (5) preparation periods a week [one (1) each day of at least thirty (30) minutes or, if this is not possible, no less than the minimum] during which time they will not be assigned to other duties except in extreme emergencies. Secondary school teachers will be given one (1) full planning period each day during which time they will not be assigned to any other duties, except in extreme emergencies. Full time preschool teachers will be assigned two hundred (200) minutes of planning/preparation time per week and such time may be condensed to one (1) day due to the nature of their student schedules. Employees shall be expected to fill all required job-related duties, including attendance at IAT, IEP, 504, and ETR conferences. Special area teachers (music, art, physical education) shall have two hundred (200) minutes per week for planning/preparation time with at least fifteen (15) minutes scheduled for travel and set up and breakdown of classes.

Teachers may elect to 1) provide written lesson plans in a formal plan book style or to 2) provide written lesson plans electronically. Each teacher shall inform his/her evaluator which method they prefer to utilize.

D. Detention System – High School

School detentions may be scheduled by the teacher or principal at his/her discretion.

E. Teachers Acting As Substitutes

Teachers who, following an administrative request, substitute for another teacher during their conference period, shall be paid an additional twenty-five dollars ($25). No teacher will be required to give up his/her conference time to serve as a substitute for another teacher. An elementary conference period is defined as a time period of a minimum of thirty (30) minutes.

F. Class Size

1. The Board agrees to endeavor to try to keep class size as small as possible.

   a. Any teacher having a concern about their class size or class makeup shall discuss first with their building administrator. The building administrator shall respond in writing within five (5) workdays.

   b. If the discussion does not resolve the class size or class makeup situation to the satisfaction of the teacher, the teacher shall have the right to contact the District Superintendent, in writing, their concern and request a discussion with the Superintendent. The Superintendent shall schedule a meeting with the affected teacher(s) within five (5) workdays. The Superintendent shall respond in writing with a decision regarding the issue within five (5) workdays.

   c. If the discussion/decision of the Superintendent does not resolve the class size or class makeup situation, the teacher shall have the right to meet with the Board of Education, in executive session, at their next regular monthly meeting. The teacher should request such a meeting with the Board of Education in writing and shall be placed on the agenda of the next monthly meeting.

      The Board shall act upon such an appeal during that monthly Board meeting. The decision of the Board of Education shall be final.

2. Every effort will be made to equalize the class numbers in grades K-12.

G. Inclusion

1. Teachers whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting shall be scheduled at a time and place that is most accommodating for IEP team members to participate.

2. Any employee whose duties would be impacted by an IEP may request a meeting at any time to review the IEP and/or the placement of the student. The meeting

shall take place within ten (10) working days from the date of request, unless otherwise agreed.

3. When inclusion is being recommended for a special education student, selection of the regular classroom teacher will be on a fair, equitable basis.

4. No teacher shall be required to perform nursing duties or medical procedures, excluding basic first aid.

5. Teachers whose duties are impacted by students with the IAT plans or 504 plans, shall be provided the opportunity to review said plans within a reasonable time of student placement.

ARTICLE VI – SALARIES AND FRINGE BENEFITS

A. Salary Schedule

The salary schedule index shall be as indicated on the schedule attached as Appendix C-1, C-2, and C-3.

Effective July 1, 2024, the base salary (BA with no experience) shall be increased four percent (4%). (See Appendix C-1).

Effective July 1, 2025, the base salary (BA with no experience) shall be increased four percent (4%). (See Appendix C-2).

Effective July 1, 2026, the base salary (BA with no experience) shall be increased four percent (4%). (See Appendix C-3).

B. Column Advancement

1. The bargaining unit member may have two (2) opportunities during the school year to receive credit for any change in training level. These times are 1) at the beginning of the school year, and 2) at the beginning of the second semester. Notification shall be given to the Treasurer's office before June 1 for a fall increase, and before September 15 for a January increase. This form (Appendix E) must be completed and submitted by the previously mentioned dates. Failure to submit forms will result in forfeiting movement on the salary scale until the next semester break.

2. The receipt of an Official Transcript from the appropriate college/university must be submitted to the Old Fort Local Schools Treasurer's office on or before September 30 for an increase effective first semester and on or before February 14 for an increase effective for the second semester. Salary adjustment will be made retroactive to the first pay of contract and the first pay after the semester break.

3. Credits earned by the beginning of a semester would qualify the bargaining unit member for that semester if 1. and 2. have been completed.

4. Teachers who are not required to work through the LPDC who plan to take coursework over the internet for column advancement must have prior approval by the Administration before taking the course.

C. Supplemental Salary Schedule

1. Individuals who perform supplemental duties shall be paid for each position held in accordance with the Supplemental Salary Schedule attached as Appendix D if they fulfill all responsibilities for each of the positions. If some responsibilities of two (2) positions are combined, the individual shall be compensated at 75% of the combined total of the two (2) positions.

   Individuals who perform the same supplemental position for five (5) or more years, will receive an additional 2% increase to the based percentage beginning in year number five (5).

2. OFLEA is not responsible for any title IX discrepancies in the schedule.

3. Supplemental contracts shall automatically expire without the Board having to provide notice of nonrenewal to or to comply with ORC 3319.11 or 3319.111. Supplemental contracts will be in effect for the period of time it takes to complete the duties detailed in the job description for the position. Liability insurance will cover employees under a supplemental contract for the period of July 1 – June 30.

   In the event that additional supplemental positions, as listed in Appendix D, are needed due to an increase in student involvement, the parties agree that the Board may increase supplemental positions. This increase of positions shall be filled on an as needed basis and will expire upon completion of the duties detailed in the job description. The Board shall make every attempt to fill these positions according to Article IV. B., but may deviate from this procedure when an immediate need arises.

4. A committee shall be maintained, on an annual basis, composed of two (2) administrators appointed by the Board, the athletic director, and two (2) bargaining unit members appointed by the OFLEA, which shall review supplemental job descriptions on an “as needed” basis.

   Said committee shall serve any new or modified supplemental job descriptions on the Board and the Association with recommendations as needed.

5. Any Supplemental Position which is not listed in Appendix D may be considered by the Board and the Association. If an additional supplemental position is proposed, the following procedure will be utilized.

   Step 1. Prepare a written proposal.

   Step 2. Have the appropriate principal affix his/her signature to support the proposal.

   Step 3. Present the written proposal to the Superintendent and the Association. Superintendent and the Association President shall discuss the pros and cons of the proposal.

   If the supplemental position is approved by the Board, the Association President and the Superintendent shall meet and agree upon the amount to be paid for the position. It is understood and agreed to by both parties that this position will be in effect for the duration of the Agreement, but subject to possible changes when the parties meet to negotiate a successor Agreement.

D. STRS Pick-Up

The Old Fort Local Board of Education agrees to pick-up and tax shelter contributions to the State Teachers Retirement System on behalf of all certificated employees.

E. Severance Pay

1. In the event that a teacher retires from service in Old Fort Local School District, and if said teacher has taught at least five consecutive years in the Old Fort Local School District system, the Board of Education shall convert one-quarter (1/4) of the accumulated unused sick leave to a maximum of sixty-two (62) days, at the teacher's final daily rate of pay, into a lump sum payment, for severance pay. The teacher shall submit written request for severance pay within thirty (30) days of the effective date of retirement. Upon receipt of verification from the State Teachers Retirement System of Ohio that the teacher has drawn the first retirement payment, the Treasurer shall mail said teacher a check for the severance pay. Such payment of retirement pay will be paid to an individual only once and the remaining accumulated sick leave shall be liquidated. The lump sum payment shall be subject to the normal payroll deductions. For the purpose of this policy the final daily rate of pay will be established by dividing the teacher's most recent salary (excluding supplemental salaries and bonuses) by one hundred eighty-four (184) days. Bonus severance pay as provided in Article VII – Section A. shall be in addition to the sixty-two (62) days provided in this section.

2. Persons who use one (1) sick day per year shall earn one (1) day of bonus severance pay per school year, which shall be in addition to the sixty-two (62) days provided in Article VI – Section E. The maximum amount of severance pay

accumulated under this Article VI – Section E, Paragraph 2 shall be thirty (30) days. Employees hired after July 1, 1996 are not eligible for bonus severance pay.

F. Early Notification of Retirement Incentive

A one thousand dollar ($1,000) stipend will be paid to employees who are eligible for STRS retirement, but not eligible for the Retirement Assistance Program set forth in Article VI, Section F, and who provide irrevocable written notification to the Board on or before December 1 of any year that they intend to retire by June 1 of the same school year. In certain circumstances, in which the employee may be retiring prior to the start of the following school year, the employee should discuss possible eligibility for this incentive with the Superintendent prior to retiring. The stipend will be paid by the second payroll following the Board's acceptance of the employee's resignation.

G. Insurances

1. The Board of Education shall provide the following health-care benefits:

a. Hospitalization and Major Medical

The Board of Education shall pay, for each full-time employee, 80% of either single or family coverage, at the employee's option, for hospitalization and major medical with the following components and may do so by participating in the Health Benefits Program of the carrier. The Health Benefits Program offered by the Board shall include a Health Savings Account ("HSA") consistent with the minimum requirements of the Internal Revenue Service. If the Board considers changing carriers, the Association shall be afforded an opportunity to meet to discuss and provide suggestions.

Employees hired on or after February 2024 shall only be offered the HSA plan. Existing employees may switch to the HSA effective January 1 of the year following open enrollment.

The Board shall make a one-time contribution of One Thousand Five Hundred Dollars ($1,500) to the HSA of any new employee and of any existing employee switching to the HSA.

The Board shall match up to Two Hundred Fifty Dollars ($250) contributed by an employee to his/her HSA during the second year and in all subsequent years of employment.

An existing employee who switches to an HSA shall remain on the HSA for the duration of his/her employment with the Board.

Any existing employee who does not currently receive insurance through the Board may select the HSA option if he/she subsequently chooses to receive insurance through the Board.

1) Comprehensive health insurance plan. A summary of the plan can be found on the District website.

2) A Health Insurance Committee shall be established and maintained with three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the Association. The Committee shall meet twice each year to review the Health Insurance Plans.

   The purpose of this committee shall be to make recommendations designed to optimize the quality of health care available to District employees and improve cost effectiveness of the health insurance plan(s). Committee members shall review data, work with the District insurance consultant and other consultants as agreed upon by the committee members, and collaborate on making recommendations for any changes in medical, dental or vision insurances to their respective constituencies. This committee shall also place an emphasis upon cost savings in the medical insurance.

   The committee is not empowered to unilaterally make changes in health care benefits without ratification by the Board and the Association. The health insurance committee does not diminish or in any way reduce the rights or responsibilities of either party.

3) Spousal Eligibility

   If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse MUST enroll in a single coverage plan in such employer, business, organization or retirement plan sponsored group insurance coverage during the next open enrollment period.

   Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage; that coverage will become the primary payor of benefits and the coverage sponsored by the District will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the District.

It is the employee's responsibility to advise the District Health Benefit Plan (the "Plan") immediately (and not later than thirty (30) days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after September 1, 2012. Upon becoming eligible, the employee's spouse must enroll in a single coverage group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in the District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverages sponsored by the District. Additional documentation may be required.

The spouse is exempt from this Section if he/she would be required to contribute more than two hundred dollars ($200) per month for his/her plan.

b. Dental Insurance

The Board shall purchase dental insurance coverage which meets the specifications for basic preventive and diagnostic dentistry in the current plan (80% Board paid).

c. Optical Insurance

The Board shall assume and pay 80% vision insurance coverage specified in the current plan.

d. Life Insurance

The Board shall pay 100% of a $40,000 term life insurance policy. The employees shall have the option to buy permanent insurance equal to twice their annual income. Purchase of this permanent insurance will be paid in full by the employee. A special rate based on age and rate classification will determine the cost.

2. Any benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, or other Council of Governments or any participating member thereof, and/or participating in the Health Care Benefits program of the consortium, shall not be reduced or eliminated during the term of the collective bargaining agreement without the written approval of the Association.

3. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.

4. The cost of COBRA coverage shall not exceed 102% of the current funding level of the consortium on behalf of the employee.

5. Payment in Lieu of Medical Insurance – Any certificated employee who is eligible to receive Board medical insurance and elects to decline coverage shall be eligible for the following:

a. An employee eligible for family coverage may decline Board medical insurance and receive $2,000 divided into two equal semi-annual payments.

b. An employee eligible for single coverage may decline Board medical insurance coverage and receive $1,000 divided into two equal semi-annual payments.

c. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee's control which causes loss of insurance, shall be provided Board insurance coverage upon notification of the district Treasurer.

d. For purposes of this provision a year shall run from January 1 to December 31.

e. During the 2023-2024 school year, any employee declining Board medical insurance coverage shall receive half of the payment-in-lieu amount within 30 days of the Board's final authorization of this Agreement, and shall receive the second half of the payment-in-lieu amount prior to June 30. During subsequent school years, any employee declining Board medical insurance coverage shall receive half of the payment-in-lieu amount prior to December 1, and shall receive the second half of the payment-in-lieu amount prior to June 30.

f. The payment shall be made automatically to the employee without the requirement of notification to the Board of any employee's desire to participate in these options; however, should the employee re-enroll in the insurance program subsequent to the provisions in item "C" above or during the annual open enrollment period, the payment-in-lieu of shall be forfeited for the current six-month period.

g. The above payments in lieu of medical insurance shall not be subject to STRS contributions but shall be subject to all other applicable taxes.

H. Tuition Reimbursement

The Board of Education shall provide yearly $10,000 in total to reimburse bargaining unit members for coursework completed by bargaining unit members to maintain their provisional or professional certificate. The following conditions shall apply:

1. Coursework shall be related to the field of education, to the bargaining unit member's area(s) of certification, or shall be taken in furtherance of an education degree or to add another area of certification.

2. To become eligible for reimbursement, bargaining unit members must be active employees of or employees on leave from Old Fort Local School District at the start of the subsequent school year and must have applied for reimbursement by filing Appendix E with the Superintendent by September 15 proving successful completion of the course(s) completed during the preceding twelve months. Successful completion shall be receiving a "B" or better or receiving a "pass" in a pass/fail course.

3. Each eligible employee shall be paid by October 15 an amount equal to the total amount of funds set aside divided among the number of eligible employees on a percentage basis. The percentage or reimbursement shall be equal to the total amount of funds set aside divided by the total number of eligible dollars of reimbursement requested. Full time employees shall receive 100% of the percentage of reimbursement. Less than full time employees shall receive a fractional portion of the percentage of reimbursement based on the number of days worked per year. The total number of days in any one year is one hundred eighty-four (184) and any portion of a day constitutes a full day. Any extra

monies created as a result of applying the part-time formula will be equally distributed among full time employees. In no case shall an employee be reimbursed for more than his/her actual expenditures for tuition, fees and books for the course(s).

4. This provision (with the exception of the requirement to "successfully complete" a course by receiving a "B" or better or by receiving a "pass" in a pass/fail course) shall apply to reimbursement for workshops as well and shall apply to reimbursement for registration fees.

5. If a teacher takes additional coursework, at the request of the Administration, to bring the school District into line with state mandates, the coursework reimbursement shall be paid in full by the Board. This reimbursement shall be excluded from the amount provided in Article VI, I, 1-3.

I. Pay Schedule (24 pays)

Members of the certificated staff are paid in twenty-four (24) equal installments. All certificated staff will be paid through electronic deposit to a bank of their choice on the fifth and twentieth day of each month. When the day for receiving a check falls on a weekend or holiday, checks will be deposited the preceding work day.

J. Payroll Deductions

1. Tax Sheltered Annuities

   a. Employees may enroll in tax-sheltered annuities with deductions to be made by the Treasurer.

   b. The Board shall not be responsible or liable for determining eligibility for deductions under applicable IRS codes.

2. Association Dues – Payroll deductions for OFLEA, NWOEA, OEA, and NEA dues will be deducted from the pay of those teachers who authorize same. The deductions will be made from the first and the second check of each month during the nine-month period from October through June.

K. Section 125 Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, vision, employee life, non-reimbursed medical, and dependent care. The maximum annual contribution per plan year is the lesser of 1) that amount which is left after subtracting the total of the Participant's annual elections for premium benefits and dependent care assistance

benefits from the maximum contribution amount specified above, or 2) Such elections shall not exceed the amount as set under Section 125 of the Internal Revenue code. This plan shall be administered by a mutually agreed upon company as the enroller and record keeper of the plan. The company selected shall provide the school District a hold harmless and a record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

Employees will be charged the district's cost of debit cards. The employer nor the employee shall incur any other fees for the setup, enrollment and administrative services provided.

L. Employees Who Work Less Than Full Time

The Board and the Association agree to the following benefits for employees who work less than full time.

Salary: The salary will be determined by pro-rating the amount of time hired on the full time teacher salary schedule plus years of experience. For example – a teacher with five (5) years of experience hired 3/4 of the day would be paid 3/4 of the teacher's salary with five (5) years of teaching experience at the appropriate educational level.

Hospitalization and Major Medical: Benefits will be paid at a pro-rated basis which is determined by the amount of time the employee is hired. For example – the Board will pay 3/4 of the Board's share of a full time employee if an employee is hired in a 3/4 teaching position.

Dental, Vision and Life Insurance: These benefits will be paid the same as Hospitalization and Major Medical.

Sick Leave: Sick Leave will be accrued the same as a full time employee and will be deducted as a full day when utilized.

Personal Leave: This benefit will be paid the same as Sick Leave.

Any bargaining unit member hired less than full time will also be privy to all contractual benefits and provisions within the Master Agreement between the two (2) parties, unless the Master Agreement states otherwise.

ARTICLE VII – LEAVES

A. Sick Leave

Sick leave for all employees on active status can accumulate to two hundred sixty (260) days and is accumulated at the rate of 1-1/4 days for each month under contract. Employees shall have the right to use sick leave for absence due to personal illness,

injury, exposure to contagious diseases which could be communicated to other employees or children and for illness, injury or death in the employee's immediate family. The administrator shall require an employee to furnish a satisfactory affidavit (i.e. a doctor's excuse) to justify the use of sick leave after three (3) or more consecutive days of sick leave are used. Given a pattern of absences, the Administrator may require an employee to furnish a satisfactory affidavit (i.e., a doctor's excuse) to justify the use of sick leave at any time. Falsification of an affidavit shall be grounds for disciplinary action. In this section, "immediate family" shall be defined as spouse, domestic partner, children, parents, mother-in-law and father-in-law. Sick leave shall be granted for the personal illness of brothers, sisters, grandchildren and grandparents with the Superintendent approval. The exact number of days granted under this section shall be determined by circumstances.

Bargaining unit members may be allowed to use five (5) days of sick leave and additional days, if approved by the Superintendent, in the event of a death of a parent, child, spouse, domestic partner, sister and brother, and grandchildren.

For purposes of this Section, "domestic partner" is defined to mean: the employee and the domestic partner must have a committed relationship of mutual caring which has existed with cohabitation for at least twenty-four (24) months and who can demonstrate financial interdependence; neither the employee nor the domestic partner are married to someone else; and the relationship is mutually exclusive.

A bargaining unit member shall be allowed to use two (2) days of sick leave to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or the spouse of his child.

Additional days may be requested, in writing, for special circumstances, subject to the approval of the Superintendent.

B. Personal Leave

Three (3) personal leave days shall be granted per year. Members of the teaching staff will observe the following stipulations pertaining to use of personal leave days:

1. Personal leave shall not be granted during critical school times such as the last two (2) days of each semester, during statewide testing, parent-teacher conferences, during the last two weeks of the school year, etc. unless approved in advance by the Superintendent.

2. No more than three (3) teachers per building will be permitted to use the same day as a personal leave day. Personal leave shall be considered on a first come, first served basis.

3. Notice for the use of personal leave will be presented to the Superintendent at least three (3) work days in advance and will indicate "Personal Business" as the

reason for the use of the day. The Superintendent may waive the three (3) work day application if the request is of an emergency nature.

4. Personal leave shall be taken in full-day or half-day increments.

C. Professional Leave

Absences due to professional leave requested or required by the Board and/or the Administration shall not diminish an employee's right to be granted professional leave of his/her own request.

1. No more than four (4) teachers District-wide will be permitted to use the same day as a professional leave day, unless approved by the Superintendent.

2. Written requests for the use of professional leave will be presented to the Superintendent at least three (3) work days in advance. Professional leave must be approved by the Superintendent. Professional leave shall be considered on a first come, first served basis.

3. The varsity head coaches of the District's athletic program shall be permitted to use not more than two (2) days of professional leave per school year for purposes of attending coaching clinics and/or Ohio High School Athletic Association state tournaments for the sport for which the employee is coach.

4. The assistant coaches, junior varsity coaches, and junior high coaches of the District's athletic programs shall be permitted to use not more than one (1) day of professional leave per school year for purposes of attending a coaching clinic or an Ohio High School Athletic Association state tournament for the sport for which the employee is a coach.

D. Maternity/Paternity/Adoption Leave

An employee may use up to eight (8) weeks of sick leave for the birth of a child or adoption of an infant/dependent child. In the event additional time is needed for recovery, the employee is required to submit a statement from a physician.

A teacher has the right to request two (2) weeks of unpaid paternity leave or may use up to two (2) weeks of his accumulated sick leave for paternity leave.

An employee may request an extended unpaid leave of absence for the birth of a child or adoption of an infant/dependent child. The request shall be submitted in writing to the Superintendent at least thirty (30) days prior to the next Board meeting. The Superintendent will notify the employee of the Board's decision.

During such leave, the employee shall have the option to continue any/all benefits at group rate, provided the appropriate payment is made to the Board Treasurer in a timely manner.

Upon return from leave, the employee will resume the contract status which he or she held prior to such leave and will return to the same or similar assignment held prior to such leave.

E. Assault Leave

1. A teacher who is physically injured as the result of a physical attack on him/her while the teacher is performing duties required by his/her contract and occurring on school premises or during a school-sponsored function and not caused by another employee of the District shall be entitled to assault leave.

2. When said attack results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of fifteen (15) days per teacher per year. The Board in its sole discretion may grant additional days on an individual case by case basis.

3. The employee must provide a signed written statement justifying the granting and use of assault leave. Said statement shall be upon Board approved forms, which will include the circumstance and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses if known.

4. The Superintendent and the principal may grant up to three (3) assault leave days without the need for medical verification.

   Medical verification shall be furnished to the Superintendent for all such absences requiring more than three (3) days leave. The employee will provide a certificate from a licensed physician stating the nature and duration of the physical disability and the necessity of absence from regular employment for leave beyond three (3) days. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per occurrence. In such event, the Board shall pay the full costs of the examination.

5. The member attacked agrees to cooperate fully with the Administration and police in any investigation of an alleged attack.

6. This assault leave shall be granted to an employee unless the employee is found guilty in a court of competent jurisdiction of assault or other criminal related charge in connection with the claimed incident.

F. Sick Leave Bank

A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by OFLEA. Each member in the bargaining unit shall be given the opportunity to donate up to five (5) days of his/her individual sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October. Employees with less than fifty (50) days accumulated sick leave shall not be eligible to contribute.

A Sick Leave Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the OFLEA President. The duties of the Oversight Committee shall include the following:

1. Distribution and collection of the Sick Leave Donation Forms each time a solicitation for additional days to the Sick Leave Bank is made;

2. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;

3. Processing of all requests for use of the days in the Sick Leave Bank (receipt of requests, notification of the Board Treasurer's office, etc.)

4. Monitoring of all usage of days from the Sick Leave Bank;

5. Solicitation of additional days when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and receipts from the Sick Leave Bank.

A member must meet all of the following requirements to be eligible to apply and receive days from the Sick Leave Bank:

1. A member's personal sick leave accumulations must be exhausted;

2. The need for additional sick leave days from the Sick Leave Bank must be based on catastrophic illness, injury, or surgery to a bargaining unit member or member of the immediate family (Article VII, A.), but shall not include use for normal pregnancy;

3. A physician must verify, in writing, the member's need to be off work.

4. A member using the sick leave bank must apply for disability retirement through the State Teacher's Retirement System (STRS) when asked by the Superintendent.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. If committee members are tied in voting, the request is denied, the issue shall die in committee and cannot be appealed through any means or methods provided in this Agreement or otherwise. All voting in the committee shall be confidential and by secret ballot. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has been granted disability leave and/or disability retirement by STRS may not apply for additional days from the Sick Leave Bank or use days previously granted by the Oversight Committee from the Sick Leave Bank beyond the starting date of approval coverage for disability leave or disability retirement granted by STRS. However, if a member's disability leave status is rejected, revoked or terminated by STRS, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals thirty (30) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. All solicitations by the Oversight Committee for donations to the Sick Leave Bank taking place after the initial donation period the first year the Sick Bank is established, shall be limited to three (3) days per member and only take place when the days available in the Sick Leave Bank totals thirty (30) days or less.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over the next school year.

G. Attendance Incentives

1. If an employee does not use any personal leave days during a school year, that employee shall receive one (1) day's pay, at the employee's per diem rate, at the end of the school year.

2. Employees who have less than three (3) days of unused personal days after the last scheduled teacher work day of the school calendar year will be paid the current substitute teachers daily rate for each unused personal day.

3. If an employee has one (1) absence during a school year, due to sick leave usage, that employee shall receive one (1) day's pay, at the employee's per diem rate, at the end of the school year.

ARTICLE VIII – WORKING CONDITIONS

A. Input Into Hiring Administrators

The Association will select three (3) Association Representatives to serve on a building level administrator interview committee with representatives of the District Administration. This committee will have a first round of interviews for building level administrative positions, and will provide their input to the Superintendent in writing immediately.

A separate committee for initial interviews with Superintendent candidates composed of the three Association Representatives and representatives of the District Administration, will convene to meet with candidates selected for first round interviews. This committee will provide the Treasurer/designee with their input in writing immediately.

The position of Treasurer shall not be subject to this Article VIII.A.

B. Safety and Health

The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor any employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under Section 4167.10 of the Revised Code until the following procedure has been exhausted:

1. An employee and/or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's principal, within two (2) work days of the occurrence of the alleged violation.

2. If the principal does not resolve the alleged violation to the employee's or the Association's satisfaction, the employee and/or Association representative may file a formal complaint with the Superintendent within two (2) work days after the conference with the principal. The Superintendent will prescribe a form for the written complaint, which will include space for the description of the alleged violation, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent (or his designee) will meet with the employee and/or Association representative in an attempt to resolve the alleged violation. The Superintendent will respond in writing within two (2) work days to the complaint after this meeting. If the matter is not resolved to the employee's and/or the Association's satisfaction, he or/she may file a formal complaint with the Ohio Department of Industrial Relations at his/or her discretion.

3. A bargaining unit member who wishes to assert a claim of discrimination as defined in Ohio Revised Code Section 4167.13 shall utilize the grievance procedure contained within this Agreement (including contract non-renewal), unless the member's contract is being terminated, in which the procedures of Ohio Revised Code Section 3319.16 shall apply.

C. Local Professional Development Committee

1. Purpose

The Board and the Association agree to create, pursuant to S.B. 230, a Local Professional Development Committee (hereinafter, LPDC). A LPDC shall be established with District-level scope to 1) oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities, and 2) determine whether the course work that certificated/licensed personnel proposes to complete meets the requirements of the educator licensing rules.

2. Term of Office

The term of office for members serving on the committee shall be from May 1 through April 30th. The terms of office shall be staggered as follows:

one (1) teacher and one (1) administrator = four (4) years
two (2) teachers and one (1) administrator = three (3) years

3. Committee Composition and Selection

a. The committee shall be comprised of five (5) members as follows:

Three (3) teachers employed by the District,

Two (2) principals employed by the District.

b. The three (3) teacher members shall be selected by the OFLEA.

c. Vacancies: A teacher committee member vacancy shall be filled by the process defined in section 3.b. An administrator committee member vacancy shall be filled by an administrator appointed by the Superintendent, and may be filled by the Superintendent him/herself. Any member selected or appointed to fill such a vacancy prior to the end of the expiration of a term for which the predecessor was elected shall hold office as a member for the remainder of that term.

d. When an administrator's plan comes before the committee, then an additional administrator would be added and a teacher committee member would not take part in the consideration of the plan. The Treasurer is defined as an administrator.

4. Chairperson/Recordkeeper

The Chairperson and the Recordkeeper shall be elected by a majority vote of the LPDC Members. Other officers shall be elected by majority vote of the LPDC Members.

5. Decision Making

Decisions shall be made by a majority vote of the committee members.

6. Training

a. The LPDC will study all the issues involved in licensure. Relevant training is encouraged. In the event relevant training is offered by the State Department of Education or other organizations, the committee members shall be given paid release time to attend such training if the training occurs during the regular school day. Attendance for training and release time must be pre-approved by the Superintendent.

b. In the event specific funds for LPDCs are made available from the state, the committee shall provide to the Superintendent a written proposal for the suggested use of these funds.

c. LPDC members shall be reimbursed for all actual and necessary expenses to attend relevant training offered by the State Department of Education or other organizations. Reimbursement must be pre-approved by the Superintendent.

7. Meetings and Compensation

a. The initial meeting shall be called by the Superintendent or his/her designee by May 1 of each school year. Said initial meeting shall be held during the month of May. At the initial meeting, the committee shall establish its meeting schedule for the year and distribute the schedule to all certified/licensed staff members. Additional meetings may be scheduled as necessary. The Superintendent will be informed of any additional meetings scheduled and the reason(s) for the additional meetings.

b. At the initial meeting, the LPDC shall review this Article and prepare rules for conducting its meetings and develop operating procedures, forms, etc.

c. All meetings shall be held outside the regular workday.

d. Committee members shall receive two percent (2%) of the BA, Step 0 on the current teachers salary schedule.

8. Appeals Process

a. Level One

1) Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the LPDC in writing for review within five (5) workdays of the LPDC's decision. The staff member may re-submit an individual development professional plan in writing which will be considered by the LPDC.

2) The LPDC shall render its decision within ten (10) workdays of receipt of the appeal.

b. Level Two

1) Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the Chairperson of the North Central Ohio Educational Service Center LPDC Executive Council Ad Hoc Appeals Committee within five (5) workdays of the LPDC's decision.

2) This committee shall schedule a meeting within thirty (30) calendar days of the appeal. The staff member must be present at this appeal.

3) The Appeals Committee shall render its final binding decision in writing within ten (10) workdays. The decision of the committee is not grievable.

9. The staff member shall have the right to a representative of his/her choice at any level of the appeals process.

10. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.

11. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of this Master Agreement, except as is provided for by 4117.10(C) or as provided by a term(s) of this Agreement.

12. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic matter, the parties to the Master Agreement agree to reconvene bargaining to make the appropriate adjustments.

D. Subcontracting

The Old Fort Local Board of Education agrees that there shall be no subcontracting of certificated bargaining unit work, with the exception of bargaining unit work already subcontracted prior to the term of this Master Agreement.

E. Resident Educator Program

All criteria for Resident Educator Program eligibility and responsibilities will adhere to R.C. 3319.223, O.A.C. 3301-24-04 (Teacher residency), and the guidelines and requirements of the State Board of Education. There shall be a Resident Educator Program for newly-hired teachers ("residents") implemented in accordance with State Board of Education guidelines. For a resident whose employment at Old Fort Local is the teacher's first regular teaching job, the teacher shall be required to participate. For a resident who has held a regular teaching job within the last three (3) years, the resident may choose to participate. The principal and the mentor must agree on mentor assignment.

The Resident Educator Program shall include both a formal program of support, including mentoring to foster professional growth of the individual teacher, and in accordance with the State Board of Education the assessment of skills and abilities of the teacher for purposes of attaining professional licensure. The length of the program shall be in accordance with State Board of Education guidelines.

The Resident Educator Program shall include the following elements:

1. Mentors

a. Posting of Vacancies

The procedure for posting of mentor positions shall be in accordance with the collective bargaining agreement. The number of mentor positions shall equal the number of new-hired teachers who will be residents in the program.

b. Qualifications

Teachers must have been employed on a regular teaching contract in the District and must attend all required training and become a certified mentor, in accordance with the guidelines and requirements of the State Board of Education. Teachers with poor track record as mentors will not be reassigned.

c. Compensation and Workload

A stipend of four hundred fifty dollars ($450) per year will be paid. Said stipend shall be paid on the first pay period in May. The mentor shall be assured of adequate time as determined by the committee during the work day to meet with the assigned resident. No mentor shall be assigned more than one (1) resident at a time during a school year. If a mentor is assigned for less than one (1) academic year, compensation shall be pro-rated.

d. Confidentiality

All interaction, written or verbal, between the mentor teacher and the resident shall be regarded with the same confidentiality as that represented by the attorney/client relationship 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.

2. Residents

a. Compensation and Workload

The resident shall receive one hundred percent (100%) of the salary to which the resident is entitled under the collective bargaining agreement. In addition, the resident shall be assured of adequate time as determined by the committee during the work day to meet with the assigned mentor. The building principal shall be responsible for providing coverage of classes when the resident meets with a State Board of Education assessor.

b. Training

Training on the methods of assessment to be used by the State Board of Education shall be provided to residents by the Board. Such training time shall be in addition to any other professional leave to which the resident may be entitled.

c. Confidentiality

No resident may be compelled to release information to the school district regarding the resident's assessment by the State Board of Education, nor may such information be used in the evaluation of the resident by school district administrators. Any documents pertaining to the Resident

Educator Program and the State Board of Education assessment shall be confidential to the extent permitted by law.

d. Protection

No later than six (6) weeks after the initiation of the Resident Educator Program, the resident 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 and ORC 3319.16. The new mentor shall receive a pro-rated share of the former mentor's supplemental salary.

No adverse employment action may be taken against a resident who fails in the first year to successfully complete the Resident Educator Program but who retains the appropriate teaching credential, unless all applicable provisions in the collective bargaining agreement relating to teacher evaluation and non-renewal of contracts have been followed. Notwithstanding ORC 3319.11 and all other applicable provisions of this contract relating to teacher evaluation and non-renewal of contracts, a resident who fails twice (or more often if the law changes) to successfully complete the Resident Educator Program requirements may be non-renewed.

F. Every Student Succeeds Act (ESSA)

In the event any issues arise with regard to ESSA mandates which may affect wages, hours or other terms and conditions of employment, the parties will meet to bargain said issues. In the case of disagreement, the parties will submit the issue(s) to FMCS for mediation.

G. Association Rights and Responsibilities

Inasmuch as the Association is recognized as bargaining agent, the OFLEA/OEA/NWOEA/NEA shall be entitled to certain exclusive rights while the bargaining agent. These rights shall include:

1. To use the facilities of any building for Association meetings, without fee, upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

2. To use Board-owned equipment including computers, calculators, duplicating equipment, public address equipment and audio-visual equipment at times which do not interfere with the operation of the school system. Any expendable supplies, such as paper, will be supplied by the Association.

3. To have use of the mail boxes in the elementary and high schools' office to distribute Association bulletins, newsletters or other circulars.

4. The building representatives of the Association in each building shall have the use of a bulletin board, designated for Association business and located in the lounge.

5. To use telephones in any building to carry out Association business. Any fees or toll call charges shall be charged to the Association or member's phone number, personal credit card or made collect. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

6. The Association shall receive notice of any regular or special Board meetings at the same time as the news media is notified.

   The Association shall receive complimentary copies of an agenda, non-confidential Board agenda appendices, minutes and financial reports prior to the beginning of the Board meeting.

7. The Association and the Board agree that there will be no reprisals of any kind taken against any professional staff member by reason of his or her membership or non-membership in the Association or participation or non-participation in any of its activities which do not violate Board Policy, directives from supervisors, or law.

8. Nothing contained herein shall prevent the duly authorized representative of the Association from the Ohio Education Association from seeing the Principal or the Superintendent during school hours.

9. The OFLEA President shall receive any new or revised copies of Board Policy to keep the manual updated.

10. The Board agrees to include at least two (2) teachers appointed by the OFLEA as members of the school calendar committee in an advisory capacity.

H. National Board Certification

Teachers taking the test for National Board Certification shall provide notice to the Treasurer that they are taking the test. Upon proof of passage, the teachers who have received National Board Certification will receive an additional stipend of $1,000 per year. The stipend shall be construed as salary for STRS purposes and shall only be paid in school years in which the Department of Education and Workforce does not provide such a stipend.

This Master Agreement shall remain in full force and effect from July 1, 2024 through June 30, 2027.

Jacqueline Ramsey
President – Old Fort Local Education Association

VAlstyer
President – Board of Education

Debora J Fogel
Old Fort Local Education Association Negotiator

Cindy Endsley
Superintendent

Tonya Sapp, OEA LRC
Old Fort Local Education Association Negotiator

Tracy Bayes
Treasurer

9/10/2024
Date Signed

APPENDIX A

OLD FORT LOCAL SCHOOLS
WRITTEN GRIEVANCE FORM

This form is in accordance with Step Two of the procedure established between the Old Fort Board of Education and the Old Fort Local Education Association for review of a grievance existing between the grievant(s) and an administrator or the Board of Education.

_____ Grievant

_____ Date

_____ Date of grievable act or condition (15 calendar day limit).

Detailed statement of the facts upon which this grievance is based (reference to the specific provision of the Master Agreement allegedly violated, misinterpreted or misapplied):

_____
_____
_____

REMEDY REQUESTED:_____
_____
_____

HEARING IS _____ IS NOT _____ REQUESTED.
Outcome of Step Two (Principal): _____
_____
_____

GRIEVANT CHOOSES TO APPEAL _____. HEARING IS _____ IS NOT _____ REQUESTED.
Outcome of Step Three (Superintendent): _____
_____
_____

GRIEVANT CHOOSES TO APPEAL _____. HEARING IS _____ IS NOT _____ REQUESTED.
Outcome of Step Four (Board): _____
_____
_____

APPENDIX B

TEACHER EVALUATION

NEW EVALUATION FORMS WILL BE DEVELOPED AND ATTACHED UPON COMPLETION

APPENDIX C-1

OLD FORT LOCAL SCHOOLS – TEACHER SALARY SCHEDULE
EFFECTIVE JULY 1, 2024

STEP	BA	150 HRS	MASTERS	MA + 15	MA + 30
0	$38,006.80	$39,527.07	$41,807.48	$42,567.62	$43,327.75
	1.00000	1.04000	1.10000	1.12000	1.14000
1	$39,527.07	$41,427.41	$43,707.82	$44,467.96	$45,228.09
	1.04000	1.09000	1.15000	1.17000	1.19000
2	$41,047.34	$43,327.75	$45,608.16	$46,368.30	$47,128.43
	1.08000	1.14000	1.20000	1.22000	1.24000
3	$42,567.62	$45,228.09	$47,508.50	$48,268.64	$49,028.77
	1.12000	1.19000	1.25000	1.27000	1.29000
4	$44,087.89	47,128.43	$49,408.84	$50,168.98	$50,929.11
	1.16000	1.24000	1.30000	1.32000	1.34000
5	$45,608.16	$49,028.77	$51,309.18	$52,069.32	$52,829.45
	1.20000	1.29000	1.35000	1.37000	1.39000
6	$47,128.43	$50,929.11	$53,209.52	$53,969.66	$54,729.79
	1.24000	1.34000	1.40000	1.42000	1.44000
7	$48,648.70	$52,829.45	$55,109.86	$55,870.00	$56,630.13
	1.28000	1.39000	1.45000	1.47000	1.49000
8	$50,168.98	$54,729.79	$57,010.20	$57,770.34	$58,530.47
	1.32000	1.44000	1.50000	1.52000	1.54000
9	$51,689.25	$56,630.13	$58,910.54	$59,670.68	$60,430.81
	1.36000	1.49000	1.55000	1.57000	1.59000
10	$53,209.52	$58,530.47	$60,810.88	$61,571.02	$62,331.15
	1.40000	1.54000	1.60000	1.62000	1.64000
11	$54,729.79	$60,430.81	$62,711.22	$63,471.36	$64,231.49
	1.44000	1.59000	1.65000	1.67000	1.69000
12	$57,390.27	$63,471.36	$65,751.76	$66,511.90	$67,272.04
	1.51000	1.67000	1.73000	1.75000	1.77000
14	$59,290.61	$65,751.76	$68,032.17	$68,792.31	$69,552.44
	1.56000	1.73000	1.79000	1.81000	1.83000
18	$61,190.95	$68,032.17	$70,312.58	$71,072.72	$71,832.85
	1.61000	1.79000	1.85000	1.87000	1.89000
22	$63,091.29	$70,312.58	$72,592.99	$73,353.12	$74,113.26
	1.66000	1.85000	1.91000	1.93000	1.95000
27	$64,991.63	$72,592.99	$74,873.40	$75,633.53	$76,393.67
	1.71000	1.91000	1.97000	1.99000	2.01000
30	$66,511.90	$74,113.26	$76,393.67	$77,153.80	$77,913.94
	1.75000	1.95000	2.01000	2.03000	2.05000
32	$68,032.17	$75,633.53	$77,913.94	$78,674.08	$79,434.21
	1.7900	1.9900	2.0500	2.0700	2.0900

APPENDIX C-2

OLD FORT LOCAL SCHOOLS – TEACHER SALARY SCHEDULE
EFFECTIVE JULY 1, 2025

STEP	BA	150 HRS	MASTERS	MA + 15	MA + 30
0	$39,527.07	$41,108.15	$43,479.78	$44,270.32	$45,060.86
	1.00000	1.04000	1.10000	1.12000	1.14000
1	$41,108.15	$43,084.51	$45,456.13	$46,246.67	$47,037.22
	1.04000	1.09000	1.15000	1.17000	1.19000
2	$42,689.24	$45,060.86	$47,432.49	$48,223.03	$49,013.57
	1.08000	1.14000	1.20000	1.22000	1.24000
3	$44,270.32	$47,037.22	$49,408.84	$50,199.38	$50,989.92
	1.12000	1.19000	1.25000	1.27000	1.29000
4	$45,851.40	$49,013.57	$51,385.19	$52,175.74	$52,966.28
	1.16000	1.24000	1.30000	1.32000	1.34000
5	$47,432.49	$50,989.92	$53,361.55	$54,152.09	$54,942.63
	1.20000	1.29000	1.35000	1.37000	1.39000
6	$49,013.57	$52,966.28	$55,337.90	$56,128.44	$56,918.98
	1.24000	1.34000	1.40000	1.42000	1.44000
7	$50,594.65	$54,942.63	$57,314.25	$58,104.80	$58,895.34
	1.28000	1.39000	1.45000	1.47000	1.49000
8	$52,175.74	$56,918.98	$59,290.61	$60,081.15	$60,871.69
	1.32000	1.44000	1.50000	1.52000	1.54000
9	$53,756.82	$58,895.34	$61,266.96	$62,057.50	$62,848.04
	1.36000	1.49000	1.55000	1.57000	1.59000
10	$55,337.90	$60,871.69	$63,243.32	$64,033.86	$64,824.40
	1.40000	1.54000	1.60000	1.62000	1.64000
11	$56,918.98	$62,848.04	$65,219.67	$66,010.21	$66,800.75
	1.44000	1.59000	1.65000	1.67000	1.69000
12	$59,685.88	$66,010.21	$68,381.83	$69,172.38	$69,962.92
	1.51000	1.67000	1.73000	1.75000	1.77000
14	$61,662.23	$68,381.83	$70,753.46	$71,544.00	$72,334.54
	1.56000	1.73000	1.79000	1.81000	1.83000
18	$63,638.59	$70,753.46	$73,125.08	$73,915.62	$74,706.17
	1.61000	1.79000	1.85000	1.87000	1.89000
22	$65,614.94	$73,125.08	$75,496.71	$76,287.25	$77,077.79
	1.66000	1.85000	1.91000	1.93000	1.95000
27	$67,591.29	$75,496.71	$77,868.33	$78,658.87	$79,449.41
	1.71000	1.91000	1.97000	1.99000	2.01000
30	$69,172.38	$77,077.79	$79,449.41	$80,239.96	$81,030.50
	1.75000	1.95000	2.01000	2.03000	2.05000
32	$70,753.46	$78,658.87	$81,030.50	$81,821.04	$82,611.58
	1.7900	1.9900	2.0500	2.0700	2.0900

APPENDIX C-3

OLD FORT LOCAL SCHOOLS – TEACHER SALARY SCHEDULE
EFFECTIVE JULY 1, 2026

STEP	BA	150 HRS	MASTERS	MA + 15	MA + 30
0	$41,108.15	$42,752.48	$45,218.97	$46,041.13	$46,863.30
	1.00000	1.04000	1.10000	1.12000	1.14000
1	$42,752.48	$44,807.89	$47,274.38	$48,096.54	$48,918.70
	1.04000	1.09000	1.15000	1.17000	1.19000
2	$44,396.81	$46,863.30	$49,329.79	$50,151.95	$50,974.11
	1.08000	1.14000	1.20000	1.22000	1.24000
3	$46,041.13	$48,918.70	$51,385.19	$52,207.36	$53,029.52
	1.12000	1.19000	1.25000	1.27000	1.29000
4	$47,685.46	$50,974.11	$53,440.60	$54,262.76	$55,084.93
	1.16000	1.24000	1.30000	1.32000	1.34000
5	$49,329.79	$53,029.52	$55,496.01	$56,318.17	$57,140.34
	1.20000	1.29000	1.35000	1.37000	1.39000
6	$50,974.11	$55,084.93	$57,551.42	$58,373.58	$59,195.74
	1.24000	1.34000	1.40000	1.42000	1.44000
7	$52,618.44	$57,140.34	$59,606.82	$60,428.99	$61,251.15
	1.28000	1.39000	1.45000	1.47000	1.49000
8	$54,262.76	$59,195.74	$61,662.23	$62,484.40	$63,306.56
	1.32000	1.44000	1.50000	1.52000	1.54000
9	$55,907.09	$61,251.15	$63,717.64	$64,539.80	$65,361.97
	1.36000	1.49000	1.55000	1.57000	1.59000
10	$57,551.42	$63,306.56	$65,773.05	$66,595.21	$67,417.37
	1.40000	1.54000	1.60000	1.62000	1.64000
11	$59,195.74	$65,361.97	$67,828.46	$68,650.62	$69,472.78
	1.44000	1.59000	1.65000	1.67000	1.69000
12	$62,073.31	$68,650.62	$71,117.11	$71,939.27	$72,761.43
	1.51000	1.67000	1.73000	1.75000	1.77000
14	$64,128.72	$71,117.11	$73,583.60	$74,405.76	$75,227.92
	1.56000	1.73000	1.79000	1.81000	1.83000
18	$66,184.13	$73,583.60	$76,050.09	$76,872.25	$77,694.41
	1.61000	1.79000	1.85000	1.87000	1.89000
22	$68,239.54	$76,050.09	$78,516.58	$79,338.74	$80,160.90
	1.66000	1.85000	1.91000	1.93000	1.95000
27	$70,294.94	$78,516.58	$80,983.07	$81,805.23	$82,627.39
	1.71000	1.91000	1.97000	1.99000	2.01000
30	$71,939.27	$80,160.90	$82,627.39	$83,449.55	$84,271.72
	1.75000	1.95000	2.01000	2.03000	2.05000
32	$73,583.60	$81,805.23	$84,271.72	$85,093.88	$85,916.04
	1.7900	1.9900	2.0500	2.0700	2.0900

APPENDIX D

OLD FORT LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE

SUPPLEMENTAL POSITION	**PERCENTAGE OF BASE SALARY***	
	1Yr.	5Yr.**
Athletic Director *	21%	23%
FFA Advisor	21%	23%
Class 1	16%	18%
Head Basketball		
Class 2	10%	12%
Head Volleyball Head Track Head Baseball Head Softball Weight Room Coordinator Head Soccer JV Basketball		
Class 3	8%	10%
Head Cross Country Head Golf Band/Choral (7-12) Bowling		
Class 4	7%	9%
Head Cheerleader Coach (if participating in summer camp)		
Class 5	6%	8%
Freshman Basketball/Assistant Basketball Freshman Volleyball/Assistant Volleyball		

SUPPLEMENTAL POSITION	PERCENTAGE OF BASE SALARY*	
	1Yr.	5Yr.**
JV Volleyball JV Track JV Soccer JV Baseball JV Softball HS Musical Director Senior Class Advisor		
Class 6	5%	7%

* If this position is filled by an individual who is not a member of the bargaining unit, the Board will pay an additional amount of three (3) periods/day at the beginning base of the current teacher's salary schedule.

Assistant/Junior High Athletic Director Junior High Basketball Junior High Track Junior High Volleyball Junior High Soccer Junior High Cross Country School Play Director Yearbook Head Cheerleader Coach (if not participating in summer camp) Fall Esports Spring Esports		
Class 7	4%	6%
High School Student Council Assistant Musical Director Assistant Baseball Coach Assistant Golf Coach Assistant Soccer Coach Assistant Softball Coach Assistant Track Coach (if more than 40 students combined) Junior Class Advisor Sophomore Class Advisor Freshman Class Advisor		

SUPPLEMENTAL POSITION	**PERCENTAGE OF BASE SALARY***	
	1Yr.	5Yr.**
Class 8	3%	5%
Junior High Student Council High School Quiz Bowl School Play Assistant Director Elementary Student Council Junior High Cheerleading Coach Kampus Keyhole Conservation Adventure Collaborative Advisor		
Class 9	2%	4%
Jr. High Quiz Bowl After School/Saturday Woods Project National Honor Society Science Club Advisor LPDC		
Class 10	1%	3%
Art Shows Young Authors Cabaret Director		
Class 11	.5%	2.5%
Science Fair Course of Study Development Pep Club Advisor Elementary Spring Music Program Director Elementary Fall/Winter Music Program Director		
Mentor Teacher	$450.00/year	
Concession Stand Manager	$2,000.00/year	
<u>Hourly Wage</u>		
Summer Intervention		$25.00/hour
Proficiency Intervention Tutor, Reading Intervention Tutor		$25.00/hour
Pre/Post School Tutoring, Detention Room and or Work Study Table		$25.00/hour

SUPPLEMENTAL POSITION	PERCENTAGE OF BASE SALARY*	
	1Yr.	5Yr.**
Saturday School		$25.00/hour

Stipend
Elementary teachers who assist the Elementary Choral Director in the performance of the program will be compensated at $25.00/night for each teacher.

Academic Work Rate:

Teachers who work outside the school day on IEP, IAT, and ETRs, will be eligible for an AWR if he/she is requested to attend more than two (2) meetings a month. Teachers who are requested to work outside the school day on BLT, DLT, Curriculum work, PBIS, CCP, OTES, detention, and Grade Level Meetings and other meetings at the request of the administrator, shall be compensated at the Academic Work Rate (AWR) of twenty-five dollars ($25.00) per hour. A meeting/work that is anticipated to last longer than three (3) hours will require prior written approval.

*Base salary for supplemental salaries shall be Step 4 of the teachers salary schedule for that year.

**To be eligible for the 5Yr. column, an employee must perform in the same supplemental sport or activity for five (5) or more years and will be placed on the 5Yr. column beginning in year number five (5).

APPENDIX E

TUITION REIMBURSEMENT AND/OR COLUMN ADVANCEMENT

Dear Colleague:

Please complete this form and return it to the office of the Superintendent when you complete your coursework.

In order to insure your timely receipt of additional monies or column advancement, it will be necessary to have the information prior to September 15 in the year which salary adjustment occurs.

NAME_____ **DATE**_____

Course/s Completed

Hours Completed

Name of Institution/s

Transcript or letter from college indicating course/s completed

Y_____ N_____

Are you eligible for column advancement?

Y_____ N_____

APPENDIX F

DONATION OF SICK LEAVE

UNDER THE PROVISIONS OF THE MASTER AGREEMENT BETWEEN THE BOARD AND THE ASSOCIATION, THE OLD FORT LOCAL BOARD OF EDUCATION AND THE OLD FORT LOCAL EDUCATION ASSOCIATION HAVE AGREED TO ESTABLISH A SICK LEAVE BANK.

THE PURPOSE OF THIS PROGRAM IS TO ALLOW INDIVIDUAL EMPLOYEES TO DONATE UP TO A MAXIMUM OF FIVE (5) DAYS OF THEIR ACCUMULATED SICK LEAVE TO AN INDIVIDUAL WHO HAS EXPERIENCED A PERSONAL CATASTROPHIC ILLNESS OR INJURY OR TO AN INDIVIDUAL WHOSE FAMILY MEMBER HAS EXPERIENCED A CATASTROPHIC ILLNESS OR INJURY AND BEEN APPROVED BY THE SICK LEAVE BANK COMMITTEE.

GUIDELINES FOR DONATION OF SICK LEAVE

1. ANYONE MAKING A DONATION MUST HAVE ACCUMULATED AT LEAST FIFTY (50) DAYS OF SICK LEAVE.

2. SICK LEAVE WILL BE DEDUCTED FROM THE TOTAL ACCUMULATION OF THE DONOR.

3. DONORS MAY DONATE ANY NUMBER OF DAYS UP TO A TOTAL OF FIVE (5) DAYS TO THE SICK LEAVE BANK.

4. NAMES OF DONORS TO THE SICK LEAVE BANK WILL BE KEPT CONFIDENTIAL.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE _____ DAYS.

I CURRENTLY HAVE A TOTAL OF _____ DAYS OF ACCUMULATED SICK LEAVE.

_____ _____

DATE NAME OF EMPLOYEE MAKING DONATION

_____

SIGNATURE

THIS FORM SHOULD BE RETURNED TO THE OVERSIGHT COMMITTEE.

APPENDIX G

SICK LEAVE BANK REQUEST FORM

EMPLOYEE'S NAME _____

I AM REQUESTING _____ NUMBER OF DAYS FROM THE SICK LEAVE BANK.

THE REASON I AM REQUESTING SICK LEAVE IS:

_____

_____

_____

_____

1. I UNDERSTAND THAT MY REQUEST WILL BE CONSIDERED AND GRANTED ONLY IF THERE ARE DAYS DONATED BY FELLOW EMPLOYEES TO THE SICK LEAVE BANK.

2. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EXCEED THE NUMBER OF DAYS THAT HAVE BEEN DONATED.

3. I HAVE READ THE GUIDELINES FOR USE OF SICK LEAVE BANK IN THE MASTER AGREEMENT.

4. I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE THE SICK LEAVE BANK DURING MY CURRENT CONTRACT OR CURRENT SCHOOL YEAR.

I HAVE READ ALL OF THE ABOVE STATEMENTS AND AGREE TO ABIDE BY THE CONDITIONS.

_____ _____

DATE NAME OF PERSON MAKING REQUEST (NAME MAY BE WITHHELD ON DONATION REQUEST FORM UPON REQUEST OF PERSON MAKING REQUEST FOR SICK LEAVE BANK. I ____ DO ____ DO NOT REQUEST THAT MY NAME BE WITHHELD).

_____ _____

DATE APPROVED BY COMMITTEE

ONE COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND ONE COPY SHOULD BE SENT TO THE ASSOCIATION PRESIDENT.