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AGREEMENT

between

Fostoria Education Association

and

Fostoria Board of Education
Fostoria, Ohio

Effective

July 1, 2024 through June 30, 2027

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AGREEMENT

This Agreement, made and entered into this 3rd day of June, 2024 by and between THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF FOSTORIA, OHIO, herein "BOARD," and the FOSTORIA EDUCATION ASSOCIATION (FEA), an affiliate of the OHIO EDUCATION ASSOCIATION (OEA), and the NATIONAL EDUCATION ASSOCIATION (NEA), herein "ASSOCIATION."

ARTICLE ONE - RECOGNITION

1.01 The Board recognizes the Association as the sole and exclusive bargaining representative of all full-time and part-time certificated personnel and the school psychologist(s) employed by the Board under regular contract (herein referred to as "employees"), exclusive of the Superintendent, Assistant Superintendent, principals, assistant principals, supervisors, employees serving under administrative contracts, substitutes, other certificated administrators and tutors not employed under regular contract.

1.02 This recognition constitutes an agreement between the Board and the Association to negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement.

1.03 The Board retains and reserves without limitation all powers, rights, authority, and responsibilities conferred upon and vested in it by law, except as limited by the terms of this Agreement.

1.04 The Board of Education and the Association agree not to discriminate on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), disability, age, religion, military status, ancestry, genetic information, or any other legally protected category, in their application of any provision of this Collective Bargaining Agreement.

ARTICLE TWO - NEGOTIATIONS

2.01 Either the Board or the Association may initiate negotiations in the year of contract expiration by a letter of submission forwarded to the other party during the month of March. The parties agree to bargain as defined in Chapter 4117 Ohio Revised Code (ORC). If the parties agree to use an alternative bargaining model, they may mutually agree to amend the terms of Article Two during the period of negotiations.

2.02 Within ten (10) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. At any negotiation session either party may be represented by no more than five (5) representatives. Either party may have no more than two (2) observers at any session.

2.03 If, after sixty (60) calendar days from the first negotiations session, agreement has not been reached on all items under negotiations, or at any time impasse is declared, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for mediation involvement, the other party shall join in a joint request.

2.04 The Board and Association agree that the aforementioned Federal Mediation shall supersede and replaces all other dispute settlement procedures contained in Chapter 4117.14 Ohio Revised Code.

2.05 The Board agrees that the employees have the right to strike under Chapter 4117.14 of the Ohio Revised Code provided the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to the State Employment Relations Board.

2.06 Upon ratification of the Agreement by the Board and the Association, the Agreement shall be readied for printing by the Association. The Agreement shall be printed after both parties have completed their review. The cost of the printing shall be evenly divided between the two parties.

ARTICLE THREE - GRIEVANCE PROCECDURE

3.01 Definitions

Grievance - a claim by an employee(s) or the Association that there has been an alleged violation, misinterpretation, or misapplication of the specific terms of this Agreement.

Days - school calendar year: all days except Saturday, Sunday, legal holidays, and school calendar days when school is not in session.
- Summer recess: All week days except legal holidays on which the School District office is closed to business.
- The number of days indicated at each level shall be considered as a maximum.

Grievant - the employee(s) or the Association initiating the grievance.

Appropriate Supervisor - for purposes of the grievance procedure, Appropriate Supervisor shall be the lowest level administrator having the authority to resolve the grievance.

Class Action Grievance - A grievance that affects more than one employee in the bargaining unit.

3.02 Procedure

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

A grievance may be withdrawn at any step without prejudice.

INFORMAL: Within fifteen (15) days from the date a grievant had knowledge of or should have had knowledge of the event upon which the grievance is based, the grievant shall discuss the grievance with the Appropriate Supervisor in an attempt to resolve the matter informally. The Appropriate Supervisor shall be informed that this discussion is the initial step of the grievance procedure. However, if such informal process fails to resolve the grievance, a grievance may be processed as follows:

STEP 1: Within fifteen (15) days of the informal meeting, the grievant shall present the grievance on the Grievance Form to the Appropriate Supervisor, who shall arrange for a formal meeting to take place within five (5) days after its receipt. The Appropriate Supervisor shall provide the grievant and the Association President with a written disposition on the grievance form or attached thereto within five (5) days after the meeting is concluded.

STEP 2: If the action taken at Step 1 does not resolve the grievance, the grievant or a representative of the Association may appeal the grievance to the Superintendent within five (5) days of the Appropriate Supervisor's written disposition. The Superintendent shall arrange and preside at a hearing to take place within seven (7) days after the grievance has been appealed. If the Superintendent is out of town when the notice of the appeal of the grievance is received in the Administration building, the hearing shall take place as soon as possible, but not later than five (5) days after the return to the city of the Superintendent. Representatives of the Association shall be present to represent the grievant and/or to present facts pertinent to the grievance. The Superintendent may also arrange for individuals to present information. Upon the conclusion of the hearing, the Superintendent has five (5) days to present a written disposition to the grievant, the Association representative and the Association President.

STEP 3: If the disposition of the Superintendent is not satisfactory or if no disposition has been made within five (5) days of the Step 2 hearing, the Association may notify the Superintendent of its decision to proceed to Arbitration. Such notice must be filed within ten (10) days after the Step 2 disposition or within fifteen (15) days of the Step 2 hearing, whichever is applicable. The parties shall, thereafter, request the American Arbitration Association (AAA) to submit a panel of arbitrators and thereafter the parties shall select a single arbitrator using the voluntary selection rules of AAA. If no arbitrator is mutually selected from the first list, a second list shall be sent. If no arbitrator is mutually selected from the second list a third list of three (3) shall be sent. The AAA shall have no right to designate an arbitrator who is not selected from a panel furnished by the AAA. The arbitration hearing will be scheduled at a mutually agreed upon time. The award shall be governed by the following:

1. The award of the arbitrator shall be final and binding on the parties on specific and express terms of this Negotiated Contract.

2. The arbitrator shall be restricted to the specific issue before him/her and shall have no authority to add, subtract, modify or amend any provision of this Contract. The arbitrator shall make no decision contrary to applicable statute unless the statute is herein modified.

3. The costs of the arbitration shall be borne by the losing party. Each party is responsible for its respective costs.

3.03 Miscellaneous

3.03.01 The parties, upon mutual agreement, may waive the steps and/or time limits set forth herein.

3.03.02 The Association has the right to be present at all meetings and hearings held pursuant to this grievance procedure.

3.03.03 The Association has the exclusive right to determine whether to proceed to the arbitration step of the procedure.

3.03.04 A grievance form shall be exhibited in the Appendix of this Contract and provided digitally on the website.

3.03.05 The fact that a grievance is alleged by an employee(s), regardless of its ultimate disposition, shall not be recorded in the employee(s)' s file nor shall the employee(s) be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

3.03.06 The grievant has the right to Association representation at all meetings and hearings involving the grievance.

3.04 Grievance Form

See Appendix A.

ARTICLE FOUR – ASSOCIATION BUSINESS AND RIGHTS

4.01 Release Time

The Association President and FEA Committee Members shall be released to fulfill responsibilities to the Association and to the District in the administration of this Agreement.

Any absences other than those mutually agreed upon under this Agreement would need to be approved by the principal, as well as the Superintendent or his designee.

4.02 Faculty Meetings

The Association's designated representative may make organizational announcements in faculty meetings.

4.03 Finances

The Employer agrees to furnish to the Association/Representative any documents requested, including but not all inclusive, personal files, investigation documents, Teaching and Experience (T&E) grids, copies of all information kept by the District related to its financial operations, etc. Such information shall be furnished within a reasonable period of time upon receipt of a request by the Association.

4.04 Bulletin Boards

The Association, as bargaining agent, shall be granted exclusive teacher organization rights to use bulletin board space in the teachers' lounge in each school building for the purpose of posting official notices. Authorized representatives of each building will be responsible for the posting of all such notices and the contents thereof.

4.05 Inter-School Mail

The Association shall have exclusive teacher organization rights to the use of teacher receptacles and inter-school delivery service. Authorized teacher representatives of each building will be responsible for the placing of such materials and the contents thereof.

4.06 Use of Facilities

The Association, as bargaining agent, shall have the right to use school buildings for meetings without charge so long as they do not obstruct regular school use, promote the obstruction of normal school activities, and so long as those facilities have not been scheduled for other use pursuant to Board of Education Policy.

4.07 Working Conditions

It is recognized that hours, wages, and terms of working conditions are bargaining issues.

4.08 Posting of Seniority List

Each year the Board shall develop a seniority list, which shall include all areas of licensure. In each area of licensure, all teachers licensed in that area will be listed by seniority (whether or not currently assigned in that area) and contract status will be listed limited vs. continuing.

The list will be developed by November 1 of each year and will be available in the office of the Superintendent and posted in each school building. A copy of the list shall be provided to the Association President on or before the date of posting.

The FEA shall have a period of thirty (30) days after the posting of the seniority list to advise the Superintendent or designee, in writing, of any inaccuracies in the list and the factual basis and supporting documentation to document that inaccuracy. The Superintendent or designee shall review the material and make such adjustments as may be necessary, and advise the Association and the employee of the results of its investigation. After the 30-day period, neither the Association nor any individual employee shall be permitted to protest the accuracy of the list, and the list shall be considered as final and binding until the next posting.

4.09 New Hire Information

The Board agrees to provide the Association with the names, addresses, and phone numbers of all newly hired full and part-time certificated personnel and school psychologists at time of hire.

ARTICLE FIVE – EMPLOYMENT

5.01 Non-Renewal

5.01.01 The Superintendent's decision to recommend non-renewal of a limited contract shall be based upon the employee's performance evaluations and/or good and just cause.

5.01.02 At least one (1) week before the Board meeting at which non-renewal is to be acted upon, the Superintendent shall meet with the employee and discuss the reason(s) for the recommendation for non-renewal. At this meeting the employee shall have the right to have an Association representative of his/her choice present.

5.01.03 An employee may request an executive session meeting with the Board prior to Board action on the question of the employee's non-renewal. At this meeting the employee and/or his/her Association representative(s) may address the Board.

5.02 Staff Vacancies

5.02.01 All vacancies (teaching and supplemental/extra-curricular) including newly created positions, during the school year shall be made known to employees by a posting in each building on a bulletin board readily visible to staff, at the Central Office, and a posting sent to school e-mail addresses. All certified vacancies will also be posted on fostoriaschools.org website. Vacancies, as above described, shall be posted for at least five (5) business days.

5.02.02 This policy is intended to communicate with the employees as fully as possible regarding vacancies, but does not restrict the administrative staff in emergency situations**.** In the case of an emergency, the Superintendent or his/her designee shall talk with the Association President or his/her designee of the existence of the emergency to discuss possible waiving of the five (5) business day posting.

5.02.03 Members of the existing staff who are interested in posted positions shall apply online utilizing the District's system within five (5) days after the position is posted, three (3) business days after July 10. If an employee is not selected for the voluntary transfer, the employee may request a meeting with the Superintendent or Director of HR-PR to discuss the reason(s) that he/she was not selected for the position.

5.02.04 Nothing herein shall be interpreted as compelling the Board to fill any vacancy. The Board has the sole decision-making authority to determine whether a vacancy exists and whether that vacancy will be filled.

5.03 Employee Assignment and Transfer

This policy sets up guidelines which will inform an employee of his/her position for the coming school year. The policy also outlines the steps which will be followed when a transfer of teaching assignment is being considered.

5.03.01 A letter of assignment for the next school year shall be issued to each employee as soon as possible. An effort will be made for the letter of assignment to be issued by July 10, but

summer resignations by staff may result in letters of assignment that are issued by July 17. This should include grade level, specific subject area, and building.

5.03.02 Involuntary Transfer

A. An involuntary transfer is a transfer which is initiated by the Superintendent for any reason which the Superintendent, in the exercise of his sole discretion, deems appropriate. All involuntary transfers will be made known to the Association President and President Elect.

B. If circumstances necessitate a change of assignment (transfer), the employee will be notified by July 17. It shall be the Superintendent's right to make such change of assignment. A conference will be held between the Superintendent and/or his designee(s) and the employee, who may be accompanied by an Association representative, to explain the transfer. If requested by the employee, the reason(s) for the transfer shall be given in writing, with a copy placed in the employee's personnel file. Employees involuntarily transferred will receive one (1) extended day of service at their per diem rate of pay.

5.03.03 Properly Certified and Licensed

When a teacher is hired into a position due to being properly certified and licensed for that position, they must maintain such certification/licensure while in that position. If the employee lets such certification expire, they have no guaranteed right to any open vacancies that occur within the District, nor does expiration of certification/licensure create any bumping rights.

5.04 Reduction-In-Force

5.04.01 Reductions-in-force may be made in the event that a reduction becomes necessary as a result of the following:

A. decreased enrollment of pupils;

B. return to duty of regular employees after leaves of absence;

C. suspension of schools;

D. territorial changes affecting the District; and/or

E. financial reasons.

5.04.02 When the need for a staff reduction is deemed necessary, the following procedures shall be followed:

A. Prior to proceeding with an anticipated staff reduction, the Association President shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary,

what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction.

B. Seniority will be defined as length of continuous service as a certificated employee under a regular full-time contract in the District.

C. Any reduction in employees will first be accomplished through attrition if possible to do so; i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign or by not replacing employees who are non-renewed in accordance with the provisions of 5.01 above.

D. If further reductions are necessary, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall recommend suspensions of contracts in a teaching field by giving preference to teachers on continuing contracts.

The personnel records and all future references of employees whose contracts are suspended pursuant to this provision shall clearly indicate that such was due to a reduction-in-force and not due to unsatisfactory performance.

E. The names of employees whose contracts were suspended by reduction-in-force shall be placed on a recall list. Restoration rights for those employees whose limited contracts were suspended shall continue through the next three (3) full school years. Restoration rights for those employees with continuing contracts shall continue until the employee is returned to a teaching position.

1. No new employees will be employed by the Board while there are employees on the recall list who are certified for the vacancy and in the case of employees who were serving under limited contracts have either: a) taught for at least sixty (60) days in the area of certification in which the vacancy exists during the six (6) years preceding the reduction; or b) taken an academic refresher course in the area of certification during the preceding six (6) calendar years.

2. Employees on the recall list will be recalled in the order of layoff for vacancies in the areas for which they are certified.

3. If a vacancy occurs, the Board will mail, Certified Mail, return receipt requested, or deliver a letter to the last known address of all employees on the recall list who are qualified according to the above provisions based on the information available to the Board and filed in the employee's personnel file. If the letter is delivered, a receipt for such delivery must be secured (a copy of such letter and receipt for delivery shall be placed in the employee's personnel file). It is the employee's responsibility to keep the Board informed of his/her current address. All employees are required to respond in writing to the District office within ten (10) calendar days after receipt of the letter. The most senior of those timely responding will be given the vacant position(s). Any employee who fails to respond within such ten (10) calendar days after delivery of a letter or who declines to accept a position which is offered, will forfeit all future recall rights. If the certified letter sent by the Board to an employee is returned undelivered by the U.S. Post

Office to the Board, the employee shall not lose future recall rights under this policy.

4. An employee on the recall list will, upon acceptance of 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.

F. During the restoration period, the employee shall be eligible to have his/her insurance coverage continued for up to eighteen (18) months, provided the employee pays the premium.

G. The parties agree that these procedures apply only to the suspension of contracts for reasons listed under Ohio Revised Code §3319.17 or for financial reasons as defined above. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

5.05 Rehiring of Retirees

5.05.01 Definitions

"Retired-in-fact" shall mean a teacher's current eligibility to receive or is receiving retirement benefits from STRS or another state's teacher retirement system.

"Seniority" shall mean a teacher retiree's length of continuous service as a retired teacher.

"Teacher" shall mean any "teacher retiree" employed by the District, whether the teacher's retirement was from the District, or another Ohio District or any other school district of another state. Any "teacher" employed pursuant to this Section shall, for purposes of the "Agreement" and the Ohio Revised Code, be deemed to be a "new teacher" unless otherwise set forth.

"Teacher retiree" or "retired teacher" shall mean a teacher who has been employed by the District after that teacher "retired-in-fact" through STRS or another state's teacher retirement system.

5.05.02 Salary Schedule/Placement

A. Retired teachers, at the time of employment by the District as a retired teacher, shall be placed at the Zero (0) Step of the Salary Schedule, under the column that is appropriate for the teacher's training.

B. The retired teacher shall progress through the experience steps of the Salary Schedule as any other newly employed teacher would progress. The retired teacher will not advance beyond Step 5.

5.05.03 Contract Status/Evaluations

A. Teacher retirees shall be eligible for one (1) year limited contracts only during their employment as a retired teacher with the District. Said contracts are not subject to the renewal or non-renewal process applicable to other teachers employed by the

District but, instead, shall automatically be deemed non-renewed at the end of each school year.

B. Teacher retirees shall be evaluated annually pursuant to the provisions of Article Eight of this Agreement.

5.05.04 Fringe Benefits

A. Employment of teacher retirees under STRS shall be in accordance with the Rules and Regulations promulgated by STRS.

B. Teacher Retirees shall begin their employment status with the District with zero (0) days of accumulated sick leave and shall, thereafter, accumulate sick leave days as would any newly employed teacher. All previously accumulated sick leave days earned during previous employment with the District or any other school district shall not be transferable to the District by a teacher retiree. Additionally, a teacher re-employed by the District as a teacher retiree shall have had his/her previously accumulated sick leave, if any converted to Severance Pay in accordance with Article Nine of this Agreement.

C. Teacher retirees shall be eligible for all other fringe benefits available to regularly employed teachers except teacher retirees shall only be eligible for single insurance coverage (medical, dental, vision).

5.05.05 New Employee Orientation

Teacher retirees, except rehired retired teachers of the District employed in the school year immediately succeeding his/her retirement-in-fact, shall be subject to the New Employee Orientation provisions of this Agreement.

5.05.06 Miscellaneous

Except as otherwise set forth in this Section, teacher retirees shall be subject to the terms of the applicable policies, rules and regulations of the Board of Education and the provisions of this Agreement.

ARTICLE SIX – PERSONNEL RECORDS

6.01 All official personnel records will be filed in the Superintendent's office or Treasurer's office on a current basis.

6.02 Each employee will have access to the contents of his/her own personnel file. This file may be opened only in the presence of the Superintendent or his/her designee. A representative of the Association may, at the employee's request, accompany the employee in such a review.

6.03 The Superintendent shall notify an employee if the personnel file of such employee is inspected by anyone other than a representative of the Superintendent or a Board member. Such notice shall be given within two (2) days of such inspection.

6.03.01 Upon the written request of the employee, reprimand letters will be removed after three (3) years if there has not been a reoccurrence of the same or related conduct.

6.04 An employee will be notified of the placement in his/her personnel file of any material and will be provided both the opportunity to read and to have a copy of any such material placed in his/her personnel file. An employee must acknowledge that he/she has read the material by affixing his/her signature to the material which is placed in the file. This signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the employee. An employee shall have the opportunity to reply to any material placed in his/her personnel file in a written statement to be attached to the copy in the personnel file. Such replies must be filed within three (3) days of the day the employee was afforded the opportunity to read the material placed in the employee's personnel file.

6.05 Each employee will be informed of any complaint(s) which is directed toward him/her which will become a "matter of record". A "matter of record" shall be defined as a signed written complaint, letter, or any document containing negative remarks concerning the employee, which the Administration desires to place in the employee's personnel file. No documents regarding any formal or informal complaint made against an employee shall be placed in the personnel file of such employee unless an administrator shall have first notified the employee of the complaint and of the identity of the individual(s) making the complaint, investigated the complaint, which investigation must include a conference with the employee, and determined that a record of such matter needs to be filed. The provisions of paragraph 6.04 above shall be applicable to the placing of such material in the personnel file of the employee.

6.06 An employee shall be entitled to a copy at his/her cost of any material in his/her file except the material originally supplied to the Administration as confidential prior to employment.

6.07 Anonymous materials will not be placed in an employee's personnel file. Any adverse materials placed in an employee's personnel file shall be signed and dated.

ARTICLE SEVEN - COMPLAINT PROCEDURE

7.01 The following procedure should be followed with respect to complaints against employees:

7.01.01 Informal Level

It is the desire of all concerned that complaints be resolved on an informal basis at the building level. With this objective, parents and other members of the public will be encouraged to bring their complaint either directly to the employee or to the appropriate Building Principal. Complaints brought to the attention of a Building Principal will be informally investigated and/or handled by the Building Principal utilizing whatever procedures the Building Principal deems appropriate considering all circumstances.

The employee shall first have the right to request a private conference with the Building Principal. The employee may choose to bring a Building Representative to the private conference with the Building Principal. If an informal conference is to be held between a principal, a parent(s) and the affected employee, a minimum of a twenty-four (24) hour notice of the meeting and the issue, will be given to the affected employee. The 24-hour time frame may be waived upon the agreement of the principal and the affected employee. At the meeting, the Building Principal shall make every effort to keep the meeting amiable and non-confrontational. Should any meeting evolve into a confrontational and/or abusive

meeting as determined by the affected employee, the employee shall have the right to announce their intent to leave and may do so without prejudice.

If any "record" of the matter is to become part of the personnel file of the employee the provisions of Article Six, Section 6.05, will be followed.

7.01.02 Formal Level

If the complaint cannot be resolved informally, the individual(s) making the complaint should reduce the complaint to writing and submit it to the Building Principal. The Building Principal will provide a copy of said complaint to the employee.

Thereafter a conference will be held between the Building Principal, or his/her designee, the employee, the employee's Association representative, and the complainant(s). If the complainant(s) are accompanied by counsel, the employee may also be accompanied by counsel at this meeting.

Thereafter, the Building Principal will issue a written response to the complainant. A copy of this response will be given to the employee, the Association representative and the Superintendent.

If the complainant desires to take the matter further, he/she should advise the Superintendent. Thereafter, the Superintendent will investigate the matter and will advise all concerned of his/her determination in the matter. This investigation may involve conferences with the employee, complainant and others, as the Superintendent deems appropriate, considering all the circumstances.

The determination of the Superintendent will normally be final. But, in exceptional cases, the complainant(s), if not satisfied with the action of the Superintendent, may take the matter to the Board for further consideration by the Board. Any proceeding by the Board shall be in a public session of the Board as required by Ohio law.

If any record of a formal complaint is to become part of the personnel file of the employee, the provisions of Article Six, Section 6.05 will be followed.

ARTICLE EIGHT - EVALUATION

8.01 Purpose

8.01.01 The purpose of teacher evaluation is to use fair, objective and reasonable practices to:

A. Advance the professional learning and practice of teachers individually and collective in the school District.

B. Inform instruction.

C. Assist teacher and administrators in identifying, implementing and supporting best educational practices that will provide the greatest opportunity for student learning and growth.

D. The Board and the Association shall bargain any change, deletion or addition to the evaluation procedure, process or instruments, it shall discuss the matter with the Association. If the discussion results in a change or revision of the evaluation procedure, process or instruments, then it is subject to the ratification by both parties.

8.02 Application

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

A. Teachers working under a license issued under ORC 3319.22, 3319.26, 3319.22 or 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

B. Teachers working under a professional or permanent certificate issued under Section ORC 3319.222 as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

8.02.02. The District shall not conduct an evaluation for any teacher who:

A. Was on leave for fifty percent (50%) or more of the school year;

B. Submitted notice of retirement and such notice has been acted upon by the Board of Education on or before December 1, of the school year in which they plan to retire.

8.03 Standing Joint Committee for Teacher Evaluation

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

8.03.02 Committee Composition

A. The committee shall be comprised of six (6) Association members appointed by the Association President(s) and four (4) members appointed by the Superintendent/designee.

B. Committee members shall be representative of elementary, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e., career tech) within the District.

8.03.03 Committee Operation

A. Members of the committee shall receive training in all aspects of OTES, the standards for teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

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

C. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

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

E. Training and committee meetings held outside the contractual work day shall be paid at each employee's tutor rate.

8.03.04 Committee Authority

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

8.04 Evaluators

8.04.01 Each evaluator must hold at least one (1) administrator certificate/license under Section 3319.22 of ORC and shall be credentialed at the time of any walkthrough, observation, or evaluation.

8.04.02 A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing no later than September 15.

8.05 Orientation and Professional Development

8.05.01 The Board shall meet the requirements of Ohio Revised Code 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this Agreement. All professional development will align with the Ohio Professional Development Standards.

8.05.02 No later than September 15 of each year, a training for teachers and administrators, jointly on the components of the teacher evaluation. Procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology and the use of the High Quality Student Data (HQSD)

8.06 Evaluation Structure and Procedures

8.06.01 No teacher shall be subject to more than one (1) evaluation cycle per school year.

8.06.02 The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, no later than May 10.

8.07 Criteria for Performance Assessment

8.07.01 A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument.

8.07.02 Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

8.07.03 A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

8.07.04 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

8.08 Observations

8.08.01 Schedule of Observations

A. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed no later than the end of the first semester with the exception of mutually agreed upon circumstances. The second formal observation shall be completed no later than May 1.

B. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under ORC 3319.11. The observation schedule shall comply with one (1) above. The third formal observation shall be completed no later than May 1.

C. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.

D. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, or a holiday. A teacher may request a formal observation at any time in addition to those required by this procedure.

E. All formal observations shall be announced.

8.08.02 Observation Conferences

A. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence, (i.e., lesson plans, and any supporting materials).

B. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than fifteen (15) working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan

C. The second pre-observation conference will focus on the teacher's Professional Growth Plan.

D. The second post-observation shall include the teacher's opportunity to provide or discuss evidence of the progress being made on the teacher's professional growth or improvement plan.

E. The evaluator shall provide the teacher with feedback on evidence collected during formal observations and walkthroughs.

8.09 Walkthroughs

8.09.01 A walkthrough is a formative assessment process that focuses on one (1), not more than two (2), of the following components of the Standards for Ohio Educators, which results in brief written note(s) or a summary:

A. Evidence of planning
B. Lesson delivery
C. Differentiation
D. Resources
E. Classroom environment
F. Student engagement
G. Assessment
H. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

8.09.02 The walkthrough shall be at least five (5) consecutive minutes.

8.09.03 The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) work days following the walkthrough.

8.09.04 No less than three (3) walkthroughs shall be conducted in each evaluation cycle.

8.09.05 Teachers may request a walkthrough at any time.

8.10 High Quality Student Data

8.10.01 Each evaluation shall contain two (2) measures of high quality student data (HQSD) when applicable to the grade level or subject area taught by the teacher being evaluated. HQSD shall include the value-added progress dimension as one (1) source of HQSD.

8.10.02 When utilizing vendor assessments to construct HQSD for the 2022-2023 school year, all related teaching, student and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

A. The evaluation committee shall provide a recommendation to the Superintendent and Association President(s) on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

8.10.03 HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

A. Knowledge of the students to whom the teacher provided instruction
B. The teacher's use of differentiated instruction practices
C. Assessment of student learning
D. The use of assessment data
E. Professional responsibility and growth

8.11 Professional Growth and Improvement Plans

8.11.01 Professional growth and improvement plans shall be developed as follows:

A. Teachers whose evaluation rating is Accomplished shall develop a self-directed 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. Teacher 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 develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this Agreement.

8.11.02 The Improvement Plan shall include:

A. Specific, measurable instructional practices to be observed

B. Specific, evidence-based resources and assistance to be provided

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

8.12 Mentor Teacher for Teachers on an Improvement Plan

8.12.01 The District shall provide teacher on an improvement plan with a mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

A. Release Time/Compensation

1. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

2. In addition to the mutually agreed upon release time, each mentor teacher shall receive two hundred and fifty (250) dollars.

B. Protections

1. Other than a notation that a teacher provided additional survives as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of his/her evaluation.

2. A. mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

3. If there are not volunteers for the bargaining unit who express interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

8.13 Finalization of Evaluation

8.13.01 Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

8.13.02 Completion of Evaluation Cycle

A. The summative evaluation rating shall be based upon a preponderance of the evidence, assed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used.

B. The evaluation shall acknowledge, through the gathered evidence (as noted), the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

C. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g., a "PIN") may be used.

D. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

E. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

F. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

8.13.03 Ohio Evaluation System (OhioES)

The use of OhioES, OTES forms by ODE will be used for all aspects of the evaluation process.

ARTICLE NINE – SEVERANCE PAY

9.01 An employee may elect to receive at the time of retirement a lump sum cash payment for severance pay equal to the value of twenty-five percent (25%) of accumulated, but unused, sick leave in accordance with the following schedule:

The maximum days of severance pay shall be sixty (60) days.

9.02 The employee must submit to the Treasurer proper notification from the State Teachers Retirement System that retirement has been processed. Application for retirement must be made within ninety (90) days of the last day of service.

9.03 The calculation of severance pay shall be made on the basis of each employee's daily rate of pay at the time of retirement, exclusive of all extra-curricular pay.

9.04 Upon payment of severance pay, the balance of sick leave on record shall be forever canceled.

9.05 If an employee dies prior to retirement, the amount of severance pay to which he/she would have been entitled, as calculated in accordance with the above-mentioned scale, shall be paid to the estate of said employee.

ARTICLE TEN – SALARY

10.01 Regular Salary Index

The employee salary index contains eight (8) classifications with the present index of 1.00 at the B.A. minimum increasing to a 2.421 at the Ph.D. -32nd step.

EXP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PHD
0	1.000	1.025	1.060	1.100	1.14	1.185	1.200	1.215
1	1.049	1.075	1.112	1.157	1.198	1.244	1.260	1.280
2	1.098	1.125	1.164	1.214	1.256	1.303	1.320	1.345
3	1.147	1.175	1.216	1.271	1.314	1.362	1.380	1.410
4	1.196	1.225	1.268	1.328	1.372	1.421	1.440	1.475
5	1.245	1.275	1.320	1.385	1.43	1.480	1.500	1.540
6	1.294	1.325	1.372	1.442	1.488	1.539	1.560	1.605
7	1.343	1.375	1.424	1.499	1.546	1.598	1.620	1.670
8	1.392	1.425	1.476	1.556	1.604	1.657	1.680	1.735
9	1.441	1.475	1.528	1.613	1.662	1.716	1.740	1.800
10	1.490	1.525	1.580	1.670	1.72	1.775	1.800	1.865
11	1.539	1.575	1.632	1.727	1.778	1.834	1.860	1.930
12	1.588	1.625	1.684	1.784	1.836	1.893	1.920	1.995
15	1.637	1.675	1.736	1.841	1.894	1.952	1.980	2.060
20	1.686	1.725	1.788	1.898	1.952	2.011	2.040	2.125
25	1.759	1.800	1.866	2.003	2.039	2.099	2.130	2.215
28	1.805	1.850	1.970	2.103	2.139	2.200	2.230	2.295
30	1.851	1.900	2.074	2.200	2.239	2.301	2.330	2.375
32	1.897	1.946	2.120	2.246	2.285	2.347	2.376	2.421

Classifications of Columns:

1. BA: This group shall include all employees with a B.A. or B.S. degree.

2. BA+15: This group shall include all employees with a B.A. or B.S. degree plus 15 semester hours of work taken after the granting of the Bachelor's Degree.

3. BA+30: This group shall include all employees with a B.A. or B.S. degree plus 30 semester hours of work taken after the granting of the Bachelor's Degree.

4. MA: This group shall include all employees with a Master's Degree.

5. MA+15: This group shall include all employees with a Master's Degree plus 15 semester hours of graduate work taken after the granting of the Master's Degree.

6. MA+30: This group shall include all employees with a Master's Degree plus 30 semester hours of graduate work taken after the granting of the Master's Degree.

7. MA+45: This group shall include all employees with a Master's Degree plus 45 semester hours of graduate work taken after the granting of the Master's Degree.

8. Ed/Ph.D.: This group shall include all employees with an Ed. D. or Ph.D. Degree

9. Step 15: Placement on Step 15 of the Employee Salary Schedule shall be based upon an employee's total years of teaching experience or upon total years of service credit as substantiated by STRS, whichever is greater and with a minimum of five (5) years with the District.

10. Step 20: Placement on Step 20 of the Employee Salary Schedule shall be based upon an employee's total years of teaching experience or upon total years of service credit as substantiated by STRS, whichever is greater and with a minimum of eight (8) years with the District.

11. Step 28: Placement on Step 28 of the Employee Salary Schedule shall be based upon an employee's total years of teaching experience or upon total years of service credit as substantiated by STRS, whichever is greater and with a minimum of ten (10) years with the District.

10.02 Employee Salary Schedule

10.02.01 The Employee Salary Schedule shall reflect a base salary of $38,950 for the 2024-2025 school year (4% increase), a base salary of $40,508 for the 2025-2026 school year (4% increase), and a base salary of $41,318 for the 2026-2027 school year (2% increase). (see Appendix B).

Certificated/Licensed staff will be granted longevity and column advancement.

10.02.02 New employees shall be placed on the salary schedule in the appropriate column and step based on the employee's teaching experience, not to exceed twenty-five (25) years.

10.02.03 After completion of Step 28 on the salary schedule, employees at Steps 29 and 30 will receive a five hundred dollar ($500) longevity bonus each year.

Employees at Step 31 or beyond will receive a seven hundred fifty dollar ($750) longevity bonus each year.

10.03 Advancement on Salary Schedule

An employee may advance to a higher classification or step on the salary schedule as a result of additional credits earned prior to the opening of a new school year in August. The employee must submit to the Treasurer an official transcript of the additional hours earned by October 1 or their STRS record of years of service as applicable, in order to obtain the increment on the schedule. The change in classification or step shall be retroactive to the beginning of the contract year, if earned credits or STRS record of years of services are submitted by October 1. If the employee submits to the Treasurer an official transcript of the additional hours earned between October 1 and December 20, the employee will obtain the increment on the schedule effective at the beginning of the second semester.

10.04 Additional Services Rate

The parties hereby agree that notwithstanding any provisions in the Ohio Revised Code which might indicate otherwise, tutors, summer school teachers, and teachers who are assigned to work at times beyond the regular work day or work year to perform services not covered by the Supplemental Salary Schedule shall be paid an hourly rate of $35.00. The Additional Services Rate increases by the same percentage given to the salary base.

10.05 STRS Pick-Up

The Board shall assume and pay to the State Teachers Retirement System the teachers' contributions required under Section 3307.26 of the Ohio Revised Code. These contributions which are "picked up" by the Board shall be paid by the Board in-lieu-of contributions by the teachers. No teacher shall have the right to receive the contributed amounts directly instead of having them paid by the Board to STRS. However, each teacher's compensation shall be restated and reduced in an amount equal to the contributed amounts.

This policy applies without exception to all employees. The amount to be tax sheltered on behalf of each employee shall be fourteen percent (14%) of the employee's total compensation, or such other rates as may be imposed by the STRS as required employee contributions.

10.06 Extra-Duty Salary Schedule/Supplementals

During the term of this Agreement, the Extra-Duty Salary Schedule set forth in Appendix C shall be in effect.

As dictated by the ORC § 3319.08 supplementals are to be filled by qualified certificated/licensed staff. If no certificated/licensed staff member is qualified to fill the supplemental position being offered, the Board must then follow ORC § 3313.53.

If additional coaches are needed the Superintendent, Treasurer, Athletic Director, and FEA Presidents will meet and this will be agreed upon, and then a final approval by a formal vote of the Board of Education.

For athletic and co-curricular supplemental contracts, the person in the role shall keep a log of activities completed during the school year. The log shall be provided to their supervisor upon request. If for some reason the contract is not fulfilled the salary will be prorated based on the log and recommendation to the Board to end the compensation.

All supplemental contracts will be evaluated annually, and potential renewal of the contract will be based on the most current evaluation.

New Student activity ideas must be presented to the building administrator with final approval from the Superintendent by September 30 of the current school year in order to be compensated that year.

10.07 National Certification

All teachers who attain the National Certification as a teacher shall receive, for a period of two (2) years, an additional one thousand dollars ($1,000)/annually, payable during the first pay period in December if the teacher is in the employ of the Board at the time the payment is made. Any employee qualifying for this stipend must notify the District Treasurer.

ARTICLE ELEVEN - PAYROLL

11.01 Paydays

11.01.01 All employees shall be paid in twenty-four (24) equal installments. Staff direct deposit notification will be done by email.

11.01.02 Specific payday dates shall be published at the beginning of each school year.

11.01.03 New hires shall have their paychecks automatically direct deposited. Direct deposit notification will be done by email.

11.01.04 All employees shall have a maximum choice of five (5) financial institutions in which to direct deposit monies.

11.01.05 Employees will need to make arrangements with the Treasurer regarding payroll deductions for such items as annuities, credit union, hospitalization, and optional insurance coverages.

11.02 Payroll Deductions

11.02.01 Employees, upon written authorization, may have the following deductions withheld from their pay:

A. Association dues
B. FCPE (Fund for Children and Public Education) formerly EPAC
C. Geary Family YMCA
D. United Way
E. Tax sheltered annuities in companies who enroll five (5) or more employees. When companies fail to have any participating employees, that company shall be dropped from the list of companies utilized by the Board until such time as that company can enroll five (5) or more employees. Employees newly hired with an existing plan may have their existing plan continued, subject to the applicable IRS regulations.

11.03 Dues Deduction

11.03.01 Payroll deductions for membership dues will be made for Association members who authorize same. The deductions shall be made in fourteen (14) equal deductions (November through May). The Treasurer shall pay such dues to the Association Treasurer at the end of each pay period.

11.03.02 For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the individual employee notifies the Treasurer otherwise in writing (with a copy to the Association President) during the first fifteen (15) days of the school year.

11.03.03 By October 15 of each year, the Association President (or designee) shall present the Treasurer with the following lists and all necessary payroll deduction authorization forms:

A. a list of all employees desiring annual payroll deduction;

B. a list of all employees desiring continuous payroll deductions for the first time; and

C. a list of those employees who have continuous payroll deductions from previous years.

Dues will not be deducted unless the lists mentioned above are provided to the Treasurer on time.

11.03.04 In the event an employee leaves the employment of the Board prior to the end of May, the balance of membership dues not yet deducted will be deducted from the employee's final paycheck and the Association Treasurer will be notified and issued the final dues amount for the employee leaving.

11.03.05 The Association agrees to hold the Treasurer harmless against all claims or problems arising out of the payroll dues deduction process providing the Treasurer's office has acted according to the terms of this Article. If for any reason the Treasurer's office fails to make a duly-authorized dues deduction for any employee as provided by the terms of this Agreement, the deduction shall be made from the employee's next pay after the error has been called to the Treasurer's attention by the Association.

ARTICLE TWELVE - INSURANCE PROGRAM

12.01 Comprehensive Medical Benefits

There shall be a plan of comprehensive medical benefits coverage available for each employee of Fostoria City Schools as set forth in 12.05. A summary of the plan can be found on the District website.

12.02 Dental Insurance

Employees hereunder shall be eligible to enroll in the Dental Insurance Plan that is in effect on the effective date of this Agreement. The Board will pay 100% of the premium for employees and their dependents.

12.03 Vision Insurance

At no cost to the Board, the District will sponsor a voluntary vision insurance program through VSP. A VSP – Exceptional Eye Care Benefit representative will present the different plan options and cost.

12.04 Health Care Premiums

Effective July 1, 2021, the Board monthly contributions for the cost of the comprehensive medical benefits coverage shall be as follows with the employees paying the difference between actual cost and the Board contribution:

AMOUNT PAID BY BOARD (Non-HDHP Plans)	HDHP Plan
75% Board/25% Staff	85% Board/15% Staff

12.04.01 Payment in Lieu of Medical Insurance – Any certificated employee who elects to decline coverage shall be eligible for payment in lieu of medical insurance in accordance with the following terms. Any newly hired certified employee who waives medical insurance coverage at the time of hire, shall also qualify for payment in lieu according to the following terms.

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

B. An employee eligible for single coverage may decline Board medical insurance coverage and receive $1,000 divided into two (2) 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. Any employee electing to take this insurance option shall receive half payment prior to June 30 and shall receive the second prior to December 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 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.

12.05 Medical Insurance coverage for part-time employees will be prorated as follows:

Hours/Week	Amount Paid by Employee	Amount Paid by Board
30 or more	See 12.04	See 12.04
Less than 30	100% 100%	

Such employees must also complete the required insurance forms and have the same filed with the office of the Treasurer of the Board. Upon completion and filing of the required forms, on or prior to the thirtieth (30^{th}) day of employment on the active working payroll or during the open enrollment period, whichever is applicable, coverage becomes effective on the date of hire or the first day of active working payroll, or the first day of the month after the annual open enrollment period, whichever is applicable.

The Treasurer shall notify all employees of the open enrollment dates. This shall occur fifteen (15) days prior to the first date of the open enrollment period.

12.06 The following Life Insurance Program shall be provided without cost to the employees covered by this Agreement:

12.06.01 Life Insurance in the amount of $40,000 for all regular full-time employees who have an annual contract with the Board.

12.06.02 Life Insurance in the amount of $20,000 for all regular part-time employees who have an annual contract with the Board and who work at least half-time but do not work on a full-time basis.

12.06.03 Accidental Death and Dismemberment Insurance in the amount of $40,000 for all regular full-time employees who have an annual contract with the Board.

12.06.04 Accidental Death and Dismemberment Insurance in the amount of $20,000 for all regular part-time employees who have an annual contract with the Board and who work at least half-time but do not work on a full-time basis.

12.07 The Life Insurance specified in Section 12.06 shall be provided without cost to all employees who are on the active working payroll on the effective date of this Agreement, and who are regular full-time employees employed by the Board, who have an annual contract with the Board, and for whom coverage is in effect immediately prior to the effective date of this Agreement. The Life Insurance Program specified in Section 12.06 shall also be provided without cost to all regular employees and/or new employees who are hired after the effective date of this Agreement, effective on the first day of the month following the date of this Agreement or the date they commence actual employment with the Board, whichever is the later date, for all regular employees of the Board who have an annual contract with the Board.

12.08 Life Insurance and Accidental Death Dismemberment Insurance in addition to the specific amount of such insurance indicated in Section 12.06, may be purchased by an employee through the Board from the insurance carrier subject to the rates/conditions set by the carrier for such additional insurance. Employees who have elected to purchase such additional coverage are responsible for all premium costs for such insurance, which premium cost may be withheld from earnings due the employee. In addition, the

employee is responsible for making arrangements with the Treasurer of the Board for payment of this insurance at all times when the employee is not on the active payroll of the Board.

12.09 General Provisions

12.09.01 The foregoing insurances described in Sections 12.01 and 12.02 shall be continued for any eligible employee who pays the portion as set forth in Section 12.04 during any period when such employee is on the active working payroll, sick leave with pay, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days, or for employees working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next school year. Employees on non-compensated approved leave of absence of over thirty (30) days duration and/or employees (or dependents of employees eligible for COBRA benefit continuation rights) who desire to continue insurance coverage described above in Sections 12.01 and 12.02 past the period for which the Board has agreed to continue coverage for the employee, may do so by paying one-hundred and two percent (102%) of the full single or family group premium for such insurance to the Treasurer of the Board on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued. In the event coverage is discontinued for any period, the employee shall have the right to acquire insurance through the insurance administrator in accordance with its policies, and coverage cannot be reacquired through the Board until the employee returns to active working status.

12.09.02 Unless a properly completed application form for any of the insurances described in this Article is filed with the Treasurer of the Board within thirty (30) days of the date the employee commences active working status, or returns to active working status from leave, whichever is applicable, coverage will not be available until the next open enrollment period.

12.09.03 In the event an employee desires to change from one type of coverage to a different type of coverage (e.g., single to dependent), the employee must file a new application with the Treasurer of the Board. Changes in coverage may be made at the open enrollment period or for a qualifying event. For the change coverage to be effective on the date of the qualifying event**,** the new application must be on file with the Treasurer of the Board thirty (30) days before the effective date of the qualifying event. The effective date of changed coverage for applications received after the date of the qualifying event will be the date such application is received at the office of the insurance administrator.

12.09.04 All Insurance provided pursuant to this Agreement shall be subject to the conditions set forth in any insurance contract secured by the Board, or any specifications for such insurance established by the insurance administrator provided, however, if the Board elects to change carriers or administrators, any new benefits shall be equal to or better than the coverage described in 12.01 and 12.02 absent agreement with the Association on an adjustment in such benefits.

12.09.05 Any employee who is not currently enrolled and loses coverage from another source by virtue of lay-off, death or divorce of a spouse shall in accordance with the insurance laws of Ohio be entitled to immediate enrollment under the insurance program and shall not have to wait for the next open enrollment period.

12.10 For purposes of the Article, the effective date of resignation of any employee shall be either: 1) the day prior to the commencement of the next school year; or 2) the effective date of resignation as submitted on the employees' resignation notification, whichever date shall occur first.

12.11 Insurance Committee

12.11.01 The insurance committee shall operate by including insurance related items during labor management committee meetings when the Association President and the Superintendent have included such items on the labor management meeting agenda.

12.11.02 The committee shall study possible plan proposals for coverages.

12.11.03 The committee will complete their report and reach consensus prior to the beginning of the open enrollment period.

12.11.04 Unless changes in insurance coverages are considered, all current insurance coverages shall remain at current levels and there shall be no changes until the committee's report has been finalized.

12.11.05 The insurance committee's report will be presented to the Board of Education and the Association for ratification when changes are to occur during the mid-term period of the Contract.

ARTICLE THIRTEEN - TUITION REIMBURSEMENT

13.01 The Board shall set aside an amount in its Appropriations to fund the Tuition Reimbursement as described herein. This program shall be administered in compliance with the following guidelines:

13.01.01 An employee's reimbursement shall not exceed actual paid tuition costs for classes taken and completed between July 1 and June 30. Reimbursement will be based upon the following formula:

$35,000	÷	Total participant's hours (not to exceed 6 hours per person per year)	=	Total reimbursement per person (not to exceed 6 hours per person)

13.01.02 The Board's maximum expenditure for each school year shall be limited to thirty-five thousand dollars ($35,000). Funds not expended during a school year shall not be carried over to the next school year. The Association President may receive a periodic eligibility and status report regarding the fund.

13.01.03 An employee will receive reimbursement for actual tuition, required books, and required materials for LPDC approved graduate or undergraduate courses, upon submission of proof of successful completion of the course(s). Completed coursework documentation (receipts, grades/transcripts, LPDC approval and any other documentation) shall be submitted to the Fiscal Department no later than October 1. Reimbursement to eligible participants will be made no later than October 31 contingent upon employment as of the date payment is made. Any course changes after approval must be approved at the time of the change. In the event timely approval has not been secured, the employee will not be reimbursed.

"Successful completion" shall be defined as receipt of the grade of "C" or better, or a passing grade in the case of a pass/fail course, and submission of a grade slip or a transcript. The LPDC will not approve repeated courses for reimbursement, approval or credit hours.

13.01.04 To qualify for approval for reimbursement a course must fit into one of the following classifications:

A. related to the employee's current assignment

B. related to any certification area listed on the individual employee's teaching certificate(s)

C. would lead to another area of certification

D. would lead to another education-related degree

E. courses in the field of education

F. courses which deal with an area of extra-curricular employment; or

G. other courses specifically approved by the LPDC and the Superintendent or his/her designee.

13.01.05 Teachers selected by the board to teach CCP courses who require additional coursework in order to be qualified to teach a CCP course, shall be reimbursed for such coursework by the Board. The reimbursement shall occur upon the teacher earning the credentials necessary to teach CCP courses and shall be capped at two (2) courses and $3,500 total per year. If the teacher elects to take additional coursework for purposes of obtaining qualification to teach CCP courses, the teacher may pursue reimbursement through the Article Thirteen tuition reimbursement benefit. If a teacher voluntarily leaves the employment of the Board, or is terminated for cause, within the first three (3) years of receiving this benefit, the teacher will allow the cost of the coursework benefit to be deducted from his/her pay according to the following schedule:

After 1 year = 75% payback
After 2 years = 50% payback
During year 3 = 25% payback

ARTICLE FOURTEEN - LEAVE PROVISIONS

14.01 Sick Leave

14.01.01 Employees shall be entitled to sick leave of one and one-fourth (1-1/4) school days with pay for each calendar month employed. Employees receive fifteen (15) days credit per year cumulative to two hundred eighty days (280). For severance purposes, sick leave days will be capped at two hundred forty-five (245) days.

14.01.02 Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which would be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.

14.01.03 The term "immediate family" shall mean: spouse, domestic partner, child, mother, father, brother, sister, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, legal guardian or other person who stands in place of a parent, or any other dependent or relative living in the same household as the employee. For the purposes of this policy, "domestic partners" are two individuals who share a regular and permanent residence, who have a committed personal relationship (for at least six months), who can demonstrate financial interdependence, and who are not related by blood, legally married, nor in a domestic partnership with anyone else.

14.01.04 The above in-law relationship will continue to be recognized after death of the spouse until the employee remarries. Divorce will terminate the in-law relationship.

14.01.05 The Superintendent shall have the discretion to grant sick leave on a case-by-case basis for situations not defined in 14.01.03.

14.01.06 If the District believes that an employee is using excessive amounts of sick leave, the Superintendent may require the employee to produce a doctor's excuse for the absences.

14.02 Leave Incentives

An employee will be eligible for an incentive for not using sick leave, personal days, or dock days. The following guideline/incentive will be available for perfect or near perfect attendance:

- Three hundred dollars ($300) cash to the individual net of Board share of payroll taxes if zero (0) or one (1) day is missed per semester.

Monies will be paid out in the months of February for the first semester and July for the second semester.

14.03 Personal Leave

14.03.01 An employee shall be entitled to three (3) unrestricted days of absence during each school year without loss of salary for "personal reasons". No reason need be given for the use of these days. Personal days can be used in increments of a half day or whole days.

14.03.02 Personal days cannot be used during the first two (2) weeks or last two (2) weeks of the school year. In special cases, the Superintendent may grant the use of these days.

14.03.03 The Building Principal or immediate supervisor shall be informed of the intention to use these days, at least five (5) days before taking such leave, except in emergencies. If the request is rejected, the employee may contact the Superintendent for reconsideration. Notification shall be through written application form which may be obtained from each Building Principal or immediate supervisor. All application forms will be aligned to meet current language.

14.03.04 Acceptance or rejection of each leave request shall be given to the employee within three (3) days after written application is received by the Building Principal or immediate supervisor.

14.03.05 Personal days may not be taken immediately before or after a holiday, except with the approval of the Superintendent.

14.03.06 The FEA shall have a total of ten (10) days per school year for Association business meetings.

14.03.07 Any unused personal leave days at the end of the school year will be converted into sick leave or paid one hundred forty dollars ($140) per day. Teachers who want such days paid must make a written request to the Treasurer by June 30.

14.04 Assault Leave

14.04.01 Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:

14.04.02 Any employee who must be absent from his/her duties due to physical and/or emotional disability resulting from an assault while teaching or supervising in school-related activities, on or off the school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of two (2) school weeks (10 school days) under the following conditions:

A. The employee shall furnish to the Superintendent a written statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses, if known.

B. The employee shall furnish a written, signed statement from a physician as to the nature of the disability, its possible duration, that the disability was a direct result of the assault, and need to be absent from school.

C. The employee shall cooperate with law enforcement officers and the Board.

D. Any further assault leaves beyond ten (10) days must have Board action.

E. Assault leave shall not be charged against sick leave earned or earnable by the employee.

F. The Superintendent shall review the statement and make any further investigation as he deems advisable.

14.05 Professional Leave

14.05.01 All employees may be entitled to professional leave each school year. Professional leave days may be used to attend professional meetings, conferences, conventions, or visits to other schools, which are related to the employee's current assignment. All professional leave days mentioned above are required to receive approval by the Superintendent/designee prior to the leave date(s) requested. Professional leave shall not apply to state tournament events unless you are a coach of a student athlete participating in the state tournament events.

14.05.02 Applications for professional leave must be submitted to the Superintendent in writing at least seven (7) days prior to the event. The application shall indicate the date(s) on which

professional leave is being requested, the professional nature of the activity to be attended, and an estimate of expenses.

14.05.03 The Board will, when approved by the Superintendent or his/her designee, pay expenses of the person using professional leave as follows:

A. registration fees (Up to $500)
B. the cost of lodging (Up to $200 per night)
C. a $65 per day meal allowance for each overnight stay
D. mileage at the current IRS rate
E. parking

14.05.04 In the event that there are no funds available to attend the leave date(s) requested, the employee shall retain the option to go on the leave without reimbursement if approved by the Superintendent.

14.05.05 Upon return from professional leave, the employee must submit within two (2) weeks a statement of all actual expenses which shall be accompanied by receipts.

14.06 Unpaid Leaves of Absence

14.06.01 An employee desiring an unpaid leave of absence shall present to the Superintendent a written request stating clearly the reason and/or purpose of the leave and the desired duration of the leave. The Superintendent shall report the request for such a leave to the Board at its next regularly scheduled meeting.

14.06.02 The Board shall grant a leave of absence without pay for illness/disability. The Board may grant a leave of absence for child care provided the following conditions are met:

A. In the case of illness/disability, a physician must certify to the nature of the mental or physical illness and to the employee's inability to perform his/her regular duties. In addition, the employee shall apply to the STRS to be placed upon disability retirement.

B. In the case of child care leave, the employee shall waive for the duration of the unpaid leave, all claims to use of sick leave. Child care leave is designed to cover those time periods when there is no medical reason for the employee to use sick leave or for circumstances when all sick leave accumulation has been exhausted.

C. In the situations outlined above, the leaves will be granted in increments of semesters.

14.06.03 The Board may approve an unpaid leave of absence for a sabbatical or continuing education. Such leaves shall be granted in increments of semesters.

The employee on sabbatical or continuing education leave of absence shall agree, as a condition of the leave, to return two (2) semesters of employment for each semester on leave.

In the case of sabbatical leave request, the employee shall submit a planned course of activity that will benefit the District.

14.06.04 Employees will be reinstated from a leave of absence at the time agreed upon when the leave was granted. Upon return from a leave of absence, an employee shall resume the contract status held prior to such leave and will be returned to a position as similar as possible to the one held prior to going on leave. Employees using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

14.06.05 Where the group insurance policy permits, an employee on leave of absence may continue to participate in those benefits which are provided to other employees by payment of the full monthly group rate for such benefits.

14.07 Family Leave

14.07.01 Notwithstanding other provisions of this Contract, the Board agrees to abide by the provisions of the Family Medical Leave Act of 1993 (FMLA). The Board and the Association agree that all benefits guaranteed by the FMLA will be provided to employees covered under this Contract. Any alleged violation of the FMLA may be processed as a grievance using the procedure therein. Pursuit of such grievance in no way abridges the rights of an employee to redress under the law.

14.07.02 The twelve (12) month period in which the employee's entitlement to leave may occur is a rolling twelve (12) month period measured backward from the first date the employee uses any leave under the FMLA.

14.07.03 An employee who may be considering FMLA leave shall contact the Treasurer's office for explanation of the guidelines for taking such leave.

14.07.04 The Board will grant up to two (2) weeks of paternity leave which will be paid through utilization of the employee's sick leave. The leave of absence will also be deemed FMLA absences.

14.08 Sick Leave Bank

14.08.01 The Sick Leave Bank Committee (SLBC) will be comprised of the Superintendent, an Administrative Designee, an Association President, and an Association Designee. These four (4) committee members will be charged with the administration of the Sick Leave Bank. If either party of this co-chaired committee believes guidelines and/or forms need to be reviewed for revision, they may propose revision to the other party. The Board and the Association must ratify any revisions.

14.08.02 If a vacancy occurs on the SLBC, the authority making the original appointment shall appoint a replacement for the vacant position.

14.08.03 In general, the Sick Leave Bank is to provide paid days for serious personal illness or family illness to employees who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness as determined by the SLBC.

14.08.04 An application will be considered only after a member has used all of his/her accumulated sick days and personal days. However, if an employee has previously been approved for sick leave bank days and needs additional days after returning to work briefly (e.g., additional days off for a cancer patient who needs chemotherapy), then a new application will not be required. If an employee is within fifteen (15) work days of exhausting all available sick leave and the employee knows more paid days are going to be needed, the committee will meet to begin review of the application so there will be no interruption of paid sick leave. It is understood that unpaid FMLA days will not have to be used before paid days from the Sick Leave Bank can be granted and used but it is understood that the FMLA days will run concurrently with the sick days that the employee is using during the illness or injury giving rise to the application for sick leave bank days. It is further understood that if an employee is incapacitated and cannot make application to the Sick Leave Bank, a family member or Association designee will be allowed to apply for the employee.

14.08.05 A signed doctor's statement detailing the reason(s) the employee cannot return to work; and an estimated number of additional days the employee may be off work, will need to be included with a member's application submitted to the SLBC.

14.08.06 The intent of Sick Leave Bank is to provide paid days for catastrophic illness. A "catastrophic illness" is defined as one that: 1) immediately threatens the life of the employee and/or his/her immediate family member, or 2) is an illness or injury that is certified by a doctor that is likely to require the employee to be absent from work for a period exceeding ninety (90) consecutive days and which will likely result in the employee qualifying for STRS disability. Days will not be received from the Bank for absences due to childbirth (natural or cesarean section) unless there has been a serious compelling illness or disability caused under such circumstances to mother or child that qualify under the definition set forth above.

14.08.07 Days may not be received from the Sick Leave Bank for absences due to disabilities, which qualify the member for Workers' Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

14.08.08 Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

14.09 Jury Duty

Permission to be absent from school for jury duty shall be granted by the Superintendent or his/her designee upon written notice of the bargaining unit member receiving a summons and/or being selected for jury duty. Notification should include the dates, time and court where duty is to be served.

The full pay of the bargaining unit member shall be allowed for such service if the bargaining unit member provides proof of attendance.

The bargaining unit member is required to call in his/her absence for a substitute when he/she is to serve on jury duty. Time taken off for jury duty shall not be charged against sick leave accumulation.

ARTICLE FIFTEEN - CLASS SIZE AND SCHEDULING

15.01 Class Size

15.01.01 It is recognized by the Association and the Board that the pupil-employee ratio is an important aspect of every educational program.

15.01.02 For classes in grades K-6 the class size limit shall be twenty-six (26) students per class. Employees whose classes exceed these limits will receive an additional stipend of five hundred dollars ($500).

15.01.03 Employees for grades 7-12 (excluding art, music and physical education) shall not have a daily class load that exceeds one hundred fifty-six (156) students.

15.01.04 When unanticipated enrollment causes the size of any class or class load to exceed the above cited maximums, the Administration shall remedy the situation within ten (10) instructional days.

15.01.05 An effort will be made, if possible, to equally divide all pupils in each building at each grade level to equalize teaching load.

15.02 Scheduling of Classes

It is agreed to consider suggestions made by employees and other staff members in scheduling of classes.

15.03 New Pupils

The principal may assign new students to a class which meets the students' educational needs.

15.04 Limitations

The above class size provisions do not apply to employees dealing with musical performance or other classes where enrollment in the class is subject to permission from the employee.

15.05 Specialized Health Care Procedures

15.05.01 Except for nurses, trained aides, trained employees and/or licensed medical technicians, no other employees shall be responsible for or be required to perform medical procedures on a student unless specifically authorized by the school nurse or except in life threatening situations.

15.05.02 Once IEP's are established for "included" students, all IEP provisions must be met.

15.05.03 The regular classroom employee shall not have primary responsibility to perform custodial care services on "included" students.

15.05.04 All non-special/regular education employees who have included students may be part of the development of the IEP. Whenever possible, IEP meetings shall be held during the normal school day.

ARTICLE SIXTEEN - WORKING CONDITIONS

16.01 Accountability

Employees as professionals are expected to project a positive image and be a role model for students.

Employees are not only responsible for the motivation and guidance of students through various learning activities in the classroom, but also for other activities (as outlined below in the first paragraph of Sections 16.01 and 16.02) that are necessary for the efficient operation of the school program.

Elementary employees are required to attend at least one (1) program at which their class is performing and one (1) open house per year unless excused by the Building Principal. It is recommended that employees attend other school activities.

Junior High School employees will be required to attend the Honors Program and one (1) open house. Teachers who teach both Junior High and High School must attend the Honors Program and one (1) open house. High School employees will be required to attend graduation and one (1) open house. It is recommended that Junior High School and High School employees attend other school activities.

Employees are expected at least once every three (3) years to continue professional development while employed by Fostoria City Schools. Professional development will be documented through the evaluation process as outlined in Article Eight. Professional development for this purpose is defined as educational conferences, workshops and/or coursework beyond the designated three (3) professional days outlined in this Agreement. This professional development will be tied to the District's and/or Building's Continuous Improvement Plan and/or directly related to the employee's assignment.

16.02 Progressive Discipline

16.02.01 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 employee's classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.

16.02.02 The steps of progressive discipline are:

A. Verbal Warning - Verbal Warnings shall be discussed in private between the parties involved.

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 three (3) years from its placement, by request of the teacher, if there has been no intervening discipline.

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 three (3) years from its placement, by request of the teacher, if there has been no intervening discipline.

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

16.02.03 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.

16.02.04 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., suspension or termination).

16.02.05 Nothing herein shall preclude the Superintendent from placing an employee on paid administrative leave.

16.02.06 At all steps of the disciplinary procedure other than a verbal warning a bargaining unit member shall have the right to have an Association representative present.

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

16.02.08 If any grievance is filed because of a suspension without pay, the grievance may be initiated at Step 3, Article Three - Grievance Procedure.

16.02.09 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.

16.03 Supervision of Students

Employees are responsible for the supervision of the pupils in the school and on the grounds during the regular school day at any school-related activity or during an emergency, should one arise. In emergency situations which require an employee's work day to be extended, an administrator shall also be responsible for the supervision of the pupils.

16.04 School Day

16.04.01 The work day shall consist of seven (7) hours and forty (40) minutes as well as the time periods specified in the following paragraphs.

All staff will assist in emergency situations as described in Section 16.06.

All staff will attend meetings, as scheduled. Such meetings may extend a period of time beyond the contractual day [not to exceed one hundred fifty (150) minutes per month]. Attendance at any meeting may be excused, in advance, by the Principal. Advance notice of at least one (1) week shall be given by the Administration.

Professional Development must coordinate with the District and building's goals/school improvement plans. Building improvement teams will be responsible for recommending, designing and coordinating building activities. The Building Teams and Administration shall have input when possible with District-wide activities. Advance notice of at least one (1) week shall be given by the Administration for required faculty, in-service, or committee meetings.

All employees shall be entitled to an uninterrupted duty-free lunch period of not less than thirty (30) minutes.

All Junior/Senior High School employees shall also be entitled, during the student day, to planning/conference periods. Block scheduling may preclude daily planning/conference periods but teachers will receive at least two hundred twelve (212) minutes per week. Teachers may not be assigned additional duties during planning/conference time.

16.04.02 All elementary employees shall also be entitled to at least two hundred (200) minutes per week of planning/conference time and may be assigned no additional duties during this time. At least one hundred fifty (150) minutes of this planning/conference time shall be scheduled during the student day. Every effort will be made to give every employee a daily planning-conference period, provided however, elementary regular employees in grades K-6 shall have a planning/conference period on at least three (3) days each full week, this planning/conference period shall be of at least thirty (30) minutes duration and shall be during the student day. Pre-K employees shall be scheduled four hundred (400) minutes every two weeks.

16.04.03 The work day as defined above is inclusive of at least twenty (20) minutes before the student day. Employees may be on duty during this time.

16.04.04 Any time a teacher volunteers to cover the assignment of another employee or loses his/her planning period, a payment at the tutor rate referenced in 10.04 will be paid per planning

period. (This language does not relate to state/standardized testing weeks). Administration will utilize a rotation when possible to select teachers for coverage.

Any time an elementary teacher has to combine students from another class into their class because of a lack of substitutes, a payment of fifty dollars ($50) for a half-day and one hundred dollars ($100) for a full-day. (This language does not relate to state/standardized testing weeks.) Administration will utilize a rotation when possible to select teachers for coverage.

16.04.05 Teachers required to write IEPs and RIMPs will be granted one (1) professional day provided the employee is not given extra planning time to complete these plans in a timely manner.

16.05 School Calendar

The annual school calendar shall consist of one hundred eighty-five (185) days. The 185-day duty year for employees will include the following:

Up to one hundred seventy-eight (178) days of instruction; and

Four (4) work days when students are not present

- 1 day immediately preceding the arrival of students in the fall
- ½ PD and ½ work day at the end of the 1st and 3rd quarters
- 1 day at the end of the 1st semester
- 1 day at the end of the second semester
- Additionally, 3 hours will be set aside on another professional development day at the start of the year for staff to work on mandated online trainings

Semester exams (if and when given) will be placed on the District Assessment Calendar that is shared with staff at the start of the year.

The School Calendar shall be discussed at a Labor Management Committee meeting by March 1.

16.06 Non-Teaching Duties

16.06.01 The primary responsibility of each employee is to teach.

16.06.02 It is understood and agreed that employees should not be required to perform non-teaching duties which interfere with the performance of teaching duties.

16.06.03 Notwithstanding the foregoing, it is also understood and agreed that employees may from time to time be required to perform reasonable non-teaching duties. An effort will be made to limit such non-teaching duties and to equitably distribute such duties among all employees assigned to a building.

16.06.04 Except in the case of an emergency when no other person is available, no employee will be required to substitute for an absent clerical employee. "Emergency" shall be defined as

a critical situation involving the physical endangerment of a person or persons or of the building.

16.07 Building and Equipment Access

16.07.01 Each employee who needs to have access to his/her school building outside the normal hours when such building is open may arrange to secure such access from his/her Building Principal. Each Building Principal will develop a procedure to permit such access.

16.07.02 Each employee who needs to have access to any equipment in his/her building which is necessary for the teaching preparation may arrange to secure such access from his/her Building Principal. Each Building Principal will develop a procedure to permit such access.

16.08 New Employee Orientation

16.08.01 There shall be a New Employee Orientation Program at the start of each school year for employees initially employed by the District and who begin employment at the beginning of the school year. Employees new to the District shall be employed for one hundred and eighty-nine (189) days for their first full year. Employees new to the District who participate in the New Employee Orientation Program shall be paid at their per diem rate for each of the four (4) days of participation. New employees shall be provided a ninety (90) minute luncheon timeslot with the Fostoria Education Association.

16.08.02 Employees employed during the term of a school year, if re-employed for the succeeding school year, shall be required to attend the New Teacher Orientation at the beginning of the succeeding school year.

16.08.03 Entry Year/Resident Educator Employees, whether employed at the beginning of a school year or during the term of a school year, shall be assigned a Mentor to work with the Entry Year/Resident Educator Employee for a minimum of twelve (12) calendar months. Experienced, new employees, whether employed at the beginning of a school year or during the term of a school year, may be assigned a Mentor to work with the experienced, new employee.

16.08.04 Administration of the Entry Year/Resident Educator Program shall be in accordance with the Guidelines established by the State Department of Education. Members assigned to work with them shall arrange and be given school time to work with the Entry Year/Resident Educator Employee. Mentor observation shall be treated confidentially between the Entry Year/Resident Educator Employee and the Mentor.

16.08.05 Mentors shall receive a stipend for duties performed.
Year 1 Resident Educator $500
Year 2 Resident Educator $400
Non-Resident Educator $250

16.09 Mentor Teachers/Student Teachers

The Board recognizes that the host colleges/universities utilize the Fostoria Board of Education treasury as a vehicle to compensate Mentor Teachers. Upon receipt of the compensation, the Board will forward a copy of the compensation letter and the designated teachers to the Association. The Board agrees to forward Mentor Teacher compensation received from the college/universities to each Mentor Teacher assigned a Student Teacher within the school year. The Board agrees to compensate each Mentor Teacher no later than thirty (30) days following the receipt of funds from the college/university designated for said purpose.

ARTICLE SEVENTEEN - EMPLOYEE ABSENCE.

17.01 Regardless of the teacher's assignments, every effort will be made to obtain a qualified and certified substitute teacher when a teacher is absent, beginning on the first day of absence. Teachers may voluntarily substitute during their planning time for another teacher upon notification to the principal.

Should there be no voluntary or voluntary compensated substitutes, then the principal may designate a teacher to cover the class. Such teacher who is neither a volunteer nor a compensated substitute shall be compensated according to 16.04.04. Every effort will be made to avoid assigning a teacher who is classified as a non-volunteer compensated substitute if a voluntary compensated substitute is present and are not assigned substitute duty.

ARTICLE EIGHTEEN - EDUCATIONAL SERVICE PERSONNEL

18.01 The Board shall employ a ratio of at least five (5) full-time equivalent Educational Service Personnel for each one thousand (1,000) students in average daily membership.

18.02 Persons considered to be Educational Service Personnel shall hold a properly validated teaching certificate with preference given to personnel certified in one of the following areas of specialization:

A. School Nurse
B. Educational Media Specialist/Librarian
C. School Counselor
D. Visiting Employee
E. Art
F. Music
G. Physical Education

18.03 In accordance with Section 3317.023 of the Ohio Revised Code, persons employed in either the elementary or secondary school as nurses, educational media specialists/librarians, school counselors, or visiting employees are considered to be educational service personnel.

18.04 The Board shall employ Educational Service Personnel in at least five (5) of the seven (7) areas.

ARTICLE NINETEEN - LABOR MANAGEMENT COMMITTEE

19.01 A Labor Management Committee (LMC) shall be established to maintain and improve communication between the employees and the Administration. This committee shall consist of ten (10) persons: the Association President, four (4) persons designated by the Association President, the Superintendent, and four (4) persons designated by the Superintendent.

19.02 The Labor Management Committee shall meet up to four (4) times during the school year, unless the parties agree to meet more often. The agenda for each meeting will consist of those items submitted by the Association President and the Superintendent.

ARTICLE TWENTY - LOCAL PROFESSIONAL DEVELOPMENT

20.01 The Association and Board have hereby agreed to the following terms outlined below relative to the establishment and implementation of the Local Professional Development Committee for the Fostoria City School District.

20.02 Purpose

A Local Professional Development Committee (hereafter referred to as LPDC) shall be established to oversee and review individual professional development plans for recertification and licensure renewal. The LPDC shall adopt by-laws governing its operations and reflecting the mission of the LPDC.

20.03 Composition

20.03.01 The LPDC shall be composed of seven (7) members who are regularly employed by the District. Four (4) members will be elected by the Association. The three (3) other members shall be selected by the District's Administration. Vacancies occurring during a term will be filled in the same manner as the initial selection.

20.03.02 Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of the LPDC's administrative members, cause a majority of the committee to consist of administrative members by reducing the number of employee members voting on the plan.

20.03.03 Each teacher shall be provided with the opportunity to acquire six (6) CEUs for OTES preparation provided such credit is approved by the LPDC (Local Professional Development Committee).

20.04 Compensation

20.04.01 FEA members that perform duties of the LPDC which may include but are not limited to attending LPDC meetings and training will be compensated in the following manner:

A. Outside of the School Day — Committee work performed outside of the school day or school year will be paid at the hourly tutor rate per Section 10.04 per time sheet submitted.

B. During the School Day — LPDC members who are a member of the Association will be released from their regular teaching duties to handle LPDC related responsibilities. This released time shall be separate from any other released time covered under the Collective Bargaining Agreement. In this case, the Board will provide a substitute for that period of time.

20.04.02 All LPDC members shall be reimbursed for necessary expenses incurred while performing any LPDC duties and responsibilities.

20.05 Training

20.05.01 To obtain the necessary knowledge and skills to be a member on the LPDC, committee members shall receive Board paid and approved training. All actual and necessary expenses incurred as part of the training including travel shall be reimbursed.

20.05.02 The LPDC shall identify and recommend any necessary training and meetings in which it deems necessary. Said training shall not adversely affect any representative's rights to professional development or training related to their regular teaching assignment.

20.06 Appeals

Any certificated/licensed staff member wishing to appeal the decision of the LPDC may petition the LPDC chairperson in accordance with the guidelines established by the LPDC's Bylaws.

20.07 Miscellaneous

20.07.01 The Fostoria LPDC and/or the North Central Ohio ESC shall keep and retain records of its meetings, decisions, and recommendations.

20.07.02 The Fostoria LPDC and the North Central Ohio ESC LPDC shall not have the authority to revise, change, delete, or modify any article/provision of this Collective Bargaining Agreement, except as is provided for by 4117.10(C) or as provided by an expressed term(s) of this Agreement.

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

ARTICLE TWENTY-ONE - IMPLEMENTATION

21.01 Duration of Agreement

This Agreement shall remain in effect for the period from July 1, 2024 through June 30, 2027.

21.02 Amendments

Recognizing that circumstances may dictate the advisability of amending negotiated agreements, it shall be possible to amend this Agreement by mutual consent of both parties. The party desiring to initiate discussion of an amendment may do so by written request to the other party. The request shall specify the specific subject(s) which the initiating party wishes to discuss. Within ten (10) work days of such request, a meeting shall be held between representatives of the parties to discuss a possible contract amendment if both parties have agreed to such discussions. Any agreement which results from such discussions shall require ratification by both parties. If ratified, the amendment shall be reduced to writing and signed on behalf of the parties.

In witness hereof, the parties have set their hands this ____ day of _____ 2024.

FOSTORIA EDUCATION ASSOCIATION
affiliated with OHIO EDUCATION ASSOCIATION

Tara Costello, Co-President

Brian Shaver, Co-President

Tonya Sapp, OEA Labor Relations Consultant

BOARD OF EDUCATION OF
FOSTORIA CITY SCHOOL DISTRICT

Betsy Bringman, President, BOE

Andrew Sprang, Superintendent

Dan Russomanno, Treasurer

James Stucko, Scott Scriven LLP

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FOSTORIA EDUCATION ASSOCIATION
affiliated with OHIO EDUCATION ASSOCIATION

_____
Tara Costello, Co-President

_____
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_____
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BOARD OF EDUCATION OF
FOSTORIA CITY SCHOOL DISTRICT

_____
Betsy Bringman, President, BOE

_____
Andrew Sprang, Superintendent

_____
Dan Russomanno, Treasurer

_____
James Stucko, Scott Scriven LLP

APPENDIX A - GRIEVANCE FORM

Grievance # _____

Distribution of Form
Step 1 - Principal
Step 2 - Superintendent
Step 3 - Arbitrator

NAME OF GRIEVANT DATE FILED

BUILDING ASSIGNMENT

A. Date cause of grievance occurred _____

B. Statement of Grievance _____

C. Relief Sought _____

SIGNATURE OF GRIEVANT DATE

STEP 1

RECEIVED BY DATE

DISPOSITION OF PRINCIPAL

SIGNATURE DATE

STEP 2

RECEIVED BY DATE

DISPOSITION OF SUPERINTENDENT

SIGNATURE DATE

STEP 3

This grievance is hereby submitted to arbitration.

GRIEVANT	DATE
ASSOCIATION PRESIDENT	DATE
RECEIVED BY	DATE

APPENDIX B – EMPLOYEE SALARY SCHEDULES
Effective July 1, 2024

Base for 2024-25 $38,950 **APPENDIX B**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PHD
0	$38,950	$39,924	$41,287	$42,845	$44,403	$46,156	$46,740	$47,324
	1.000	1.025	1.060	1.100	1.140	1.185	1.200	1.215
1	$40,859	$41,871	$43,312	$45,065	$46,662	$48,454	$49,077	$49,856
	1.049	1.075	1.112	1.157	1.198	1.244	1.260	1.280
2	$42,767	$43,819	$45,338	$47,285	$48,921	$50,752	$51,414	$52,388
	1.098	1.125	1.164	1.214	1.256	1.303	1.320	1.345
3	$44,676	$45,766	$47,363	$49,505	$51,180	$53,050	$53,751	$54,920
	1.147	1.175	1.216	1.271	1.314	1.362	1.380	1.410
4	$46,584	$47,714	$49,389	$51,726	$53,439	$55,348	$56,088	$57,451
	1.196	1.225	1.268	1.328	1.372	1.421	1.440	1.475
5	$48,493	$49,661	$51,414	$53,946	$55,699	$57,646	$58,425	$59,983
	1.245	1.275	1.320	1.385	1.430	1.480	1.500	1.540
6	$50,401	$51,609	$53,439	$56,166	$57,958	$59,944	$60,762	$62,515
	1.294	1.325	1.372	1.442	1.488	1.539	1.560	1.605
7	$52,310	$53,556	$55,465	$58,386	$60,217	$62,242	$63,099	$65,047
	1.343	1.375	1.424	1.499	1.546	1.598	1.620	1.670
8	$54,218	$55,504	$57,490	$60,606	$62,476	$64,540	$65,436	$67,578
	1.392	1.425	1.476	1.556	1.604	1.657	1.680	1.735
9	$56,127	$57,451	$59,516	$62,826	$64,735	$66,838	$67,773	$70,110
	1.441	1.475	1.528	1.613	1.662	1.716	1.740	1.800
10	$58,036	$59,399	$61,541	$65,047	$66,994	$69,136	$70,110	$72,642
	1.490	1.525	1.580	1.670	1.720	1.775	1.800	1.865
11	$59,944	$61,346	$63,566	$67,267	$69,253	$71,434	$72,447	$75,174
	1.539	1.575	1.632	1.727	1.778	1.834	1.860	1.930
12	$61,853	$63,294	$65,592	$69,487	$71,512	$73,732	$74,784	$77,705
	1.588	1.625	1.684	1.784	1.836	1.893	1.920	1.995
15	$63,761	$65,241	$67,617	$71,707	$73,771	$76,030	$77,121	$80,237
	1.637	1.675	1.736	1.841	1.894	1.952	1.980	2.060
20	$65,670	$67,189	$69,643	$73,927	$76,030	$78,328	$79,458	$82,769
	1.686	1.725	1.788	1.898	1.952	2.011	2.040	2.125
25	$68,513	$70,110	$72,681	$78,017	$79,419	$81,756	$82,964	$86,274
	1.759	1.800	1.866	2.003	2.039	2.099	2.130	2.215
28	$70,305	$72,058	$76,732	$81,912	$83,314	$85,690	$86,859	$89,390
	1.805	1.850	1.970	2.103	2.139	2.200	2.230	2.295
30	$72,096	$74,005	$80,782	$85,690	$87,209	$89,624	$90,754	$92,506
	1.851	1.900	2.074	2.200	2.239	2.301	2.330	2.375
32	$73,888	$75,797	$82,574	$87,482	$89,001	$91,416	$92,545	$94,298
	1.897	1.946	2.120	2.246	2.285	2.347	2.376	2.421

Effective July 1, 2025

Base for 2025-26 $40,508 **APPENDIX B**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PHD
0	$40,508	$41,521	$42,938	$44,559	$46,179	$48,002	$48,610	$49,217
	1.000	1.025	1.060	1.100	1.140	1.185	1.200	1.215
1	$42,493	$43,546	$45,045	$46,868	$48,529	$50,392	$51,040	$51,850
	1.049	1.075	1.112	1.157	1.198	1.244	1.260	1.280
2	$44,478	$45,572	$47,151	$49,177	$50,878	$52,782	$53,471	$54,483
	1.098	1.125	1.164	1.214	1.256	1.303	1.320	1.345
3	$46,463	$47,597	$49,258	$51,486	$53,228	$55,172	$55,901	$57,116
	1.147	1.175	1.216	1.271	1.314	1.362	1.380	1.410
4	$48,448	$49,622	$51,364	$53,795	$55,577	$57,562	$58,332	$59,749
	1.196	1.225	1.268	1.328	1.372	1.421	1.440	1.475
5	$50,432	$51,648	$53,471	$56,104	$57,926	$59,952	$60,762	$62,382
	1.245	1.275	1.320	1.385	1.430	1.480	1.500	1.540
6	$52,417	$53,673	$55,577	$58,413	$60,276	$62,342	$63,192	$65,015
	1.294	1.325	1.372	1.442	1.488	1.539	1.560	1.605
7	$54,402	$55,699	$57,683	$60,721	$62,625	$64,732	$65,623	$67,648
	1.343	1.375	1.424	1.499	1.546	1.598	1.620	1.670
8	$56,387	$57,724	$59,790	$63,030	$64,975	$67,122	$68,053	$70,281
	1.392	1.425	1.476	1.556	1.604	1.657	1.680	1.735
9	$58,372	$59,749	$61,896	$65,339	$67,324	$69,512	$70,484	$72,914
	1.441	1.475	1.528	1.613	1.662	1.716	1.740	1.800
10	$60,357	$61,775	$64,003	$67,648	$69,674	$71,902	$72,914	$75,547
	1.490	1.525	1.580	1.670	1.720	1.775	1.800	1.865
11	$62,342	$63,800	$66,109	$69,957	$72,023	$74,292	$75,345	$78,180
	1.539	1.575	1.632	1.727	1.778	1.834	1.860	1.930
12	$64,327	$65,826	$68,215	$72,266	$74,373	$76,682	$77,775	$80,813
	1.588	1.625	1.684	1.784	1.836	1.893	1.920	1.995
15	$66,312	$67,851	$70,322	$74,575	$76,722	$79,072	$80,206	$83,446
	1.637	1.675	1.736	1.841	1.894	1.952	1.980	2.060
20	$68,296	$69,876	$72,428	$76,884	$79,072	$81,462	$82,636	$86,080
	1.686	1.725	1.788	1.898	1.952	2.011	2.040	2.125
25	$71,254	$72,914	$75,588	$81,138	$82,596	$85,026	$86,282	$89,725
	1.759	1.800	1.866	2.003	2.039	2.099	2.130	2.215
28	$73,117	$74,940	$79,801	$85,188	$86,647	$89,118	$90,333	$92,966
	1.805	1.850	1.970	2.103	2.139	2.200	2.230	2.295
30	$74,980	$76,965	$84,014	$89,118	$90,697	$93,209	$94,384	$96,207
	1.851	1.900	2.074	2.200	2.239	2.301	2.330	2.375
32	$76,844	$78,829	$85,877	$90,981	$92,561	$95,072	$96,247	$98,070
	1.897	1.946	2.120	2.246	2.285	2.347	2.376	2.421

Effective July 1, 2026

Base for 2026-27 $41,318

APPENDIX B

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	PHD
0	$41,318	$42,351	$43,797	$45,450	$47,103	$48,962	$49,582	$50,201
	1.000	1.025	1.060	1.100	1.140	1.185	1.200	1.215
1	$43,343	$44,417	$45,946	$47,805	$49,499	$51,400	$52,061	$52,887
	1.049	1.075	1.112	1.157	1.198	1.244	1.260	1.280
2	$45,367	$46,483	$48,094	$50,160	$51,895	$53,837	$54,540	$55,573
	1.098	1.125	1.164	1.214	1.256	1.303	1.320	1.345
3	$47,392	$48,549	$50,243	$52,515	$54,292	$56,275	$57,019	$58,258
	1.147	1.175	1.216	1.271	1.314	1.362	1.380	1.410
4	$49,416	$50,615	$52,391	$54,870	$56,688	$58,713	$59,498	$60,944
	1.196	1.225	1.268	1.328	1.372	1.421	1.440	1.475
5	$51,441	$52,680	$54,540	$57,225	$59,085	$61,151	$61,977	$63,630
	1.245	1.275	1.320	1.385	1.430	1.480	1.500	1.540
6	$53,465	$54,746	$56,688	$59,581	$61,481	$63,588	$64,456	$66,315
	1.294	1.325	1.372	1.442	1.488	1.539	1.560	1.605
7	$55,490	$56,812	$58,837	$61,936	$63,878	$66,026	$66,935	$69,001
	1.343	1.375	1.424	1.499	1.546	1.598	1.620	1.670
8	$57,515	$58,878	$60,985	$64,291	$66,274	$68,464	$69,414	$71,687
	1.392	1.425	1.476	1.556	1.604	1.657	1.680	1.735
9	$59,539	$60,944	$63,134	$66,646	$68,671	$70,902	$71,893	$74,372
	1.441	1.475	1.528	1.613	1.662	1.716	1.740	1.800
10	$61,564	$63,010	$65,282	$69,001	$71,067	$73,339	$74,372	$77,058
	1.490	1.525	1.580	1.670	1.720	1.775	1.800	1.865
11	$63,588	$65,076	$67,431	$71,356	$73,463	$75,777	$76,851	$79,744
	1.539	1.575	1.632	1.727	1.778	1.834	1.860	1.930
12	$65,613	$67,142	$69,580	$73,711	$75,860	$78,215	$79,331	$82,429
	1.588	1.625	1.684	1.784	1.836	1.893	1.920	1.995
15	$67,638	$69,208	$71,728	$76,066	$78,256	$80,653	$81,810	$85,115
	1.637	1.675	1.736	1.841	1.894	1.952	1.980	2.060
20	$69,662	$71,274	$73,877	$78,422	$80,653	$83,090	$84,289	$87,801
	1.686	1.725	1.788	1.898	1.952	2.011	2.040	2.125
25	$72,678	$74,372	$77,099	$82,760	$84,247	$86,726	$88,007	$91,519
	1.759	1.800	1.866	2.003	2.039	2.099	2.130	2.215
28	$74,579	$76,438	$81,396	$86,892	$88,379	$90,900	$92,139	$94,825
	1.805	1.850	1.970	2.103	2.139	2.200	2.230	2.295
30	$76,480	$78,504	$85,694	$90,900	$92,511	$95,073	$96,271	$98,130
	1.851	1.900	2.074	2.200	2.239	2.301	2.330	2.375
32	$78,380	$80,405	$87,594	$92,800	$94,412	$96,973	$98,172	$100,031
	1.897	1.946	2.120	2.246	2.285	2.347	2.376	2.421

APPENDIX C - EXTRA-DUTY SALARY SCHEDULE

Athletic Supplemental Tiers

- Tier 1
  - HS Football
  - HS Boys Basketball
  - HS Girls Basketball
  - HS Volleyball
- Tier 2
  - HS Wrestling
  - HS Baseball
  - HS Softball
  - HS Track
  - HS Assistant/JV coaches for Tier 1 programs
- Tier 3
  - HS Cross Country
  - HS Golf
  - HS Tennis
  - HS Swim
  - HS Bowling
  - HS Assistant/JV coaches for Tier 2 programs /Freshman coaches
  - HS Equipment Manager
  - HS Assistant Athletic Director
  - JH Athletic Director
- Tier 4
  - HS Positional Coaches (Track events, base coaches)
  - HS Cheer
  - Tier 3 Assistant Coaches
- Tier 5
  - JH Coaches
  - JH Cheer
  - HS Strength and Conditioning

Tier/ YOS	0-3	4-6	7-9	10-12	13+
Tier 1	7011	7236	7461	7686	7911
Tier 2	5842	6067	6292	6517	6742
Tier 3	4674	4899	5124	5349	5574
Tier 4	3505	3730	3955	4180	4405
Tier 5	2337	2562	2787	3012	3237

Co-Curricular Supplementals

- Tier 1
  - TV Director
  - PAC
- Tier 2
  - Head Band Director
- Tier 3
  - Vocal Music
  - Musical Director
  - Annual Advisor (Moves to Tier 9 if the class is offered within the school day)
- Tier 4
  - Pep Band
  - Assistant Band Director
  - Building Tech Coordinator
- Tier 5
  - Play Director
  - Summer Band
- Tier 6
  - Junior Class Advisor
  - HS Newspaper (Moves to Tier 9 if the class is offered within the school day)
  - Senior Class Advisor
  - Assistant Vocal Music
  - HS Marching Auxiliaries
  - HS Student Council
  - Drumline Instructor
- Tier 7
  - LPDC
- Tier 8
  - Asst. Musical Director
  - Department Head
  - Elementary Pep Tribe/ Red and Black Rhythmics
- Tier 9
  - YLA Advisor
  - National Honor Society Advisor
  - JR HS Annual Advisor
  - Youth to Youth
  - Computer Coordinator
  - Assistant Marching Auxiliaries
  - Freshman Class Advisor
  - Sophomore Class Advisor
  - JR HS National Honor Society Advisor
  - JR HS Quiz Bowl Advisor
  - Foreign Language Club Advisor
  - Science Club Advisor
  - Elementary Student Council
  - Art Club
  - HS Quiz Bowl
  - Elementary Quiz Bowl
  - JH Student Council

- Tier 10
    - 6th Grade Camp
    - Overnight Student Experience
    - New Student Activity

Tier/ YOS	0-3	4-6	7-9	10-12	13+
Tier 1	6816	7041	7266	7491	7716
Tier 2	5453	5678	5903	6128	6353
Tier 3	4089	4314	4539	4764	4989
Tier 4	3505	3730	3955	4180	4405
Tier 5	2531	2756	2981	3206	3431
Tier 6	1947	2172	2397	2622	2847
Tier 7	1752	1977	2202	2427	2652
Tier 8	1558	1783	2008	2233	2458
Tier 9	1168	1393	1618	1843	2068
Tier 10	750				

C1.01 The Board is not required to fill any supplemental.

C1.02 Assigned work – Hourly rate if teachers meet outside the regular teacher day shall be paid at the tutor rate per Section 10.04, unless moving classroom, which will be paid at $12 per hour. Assignment must be made by and work approved by the Superintendent or designee before payment is made.

C1.03 Coaches/ Advisors will be credited with full years of service for the purposes of supplemental placement if in the same position.

C.104 The base salary to calculate the above salaries is $38,950. This will be the base for the duration of this Contract. Any future changes to the base will be handled through the negotiations process.

C1.05 IAT shall be compensated at the hourly tutor rate per Section 10.04 per time sheet submitted.

APPENDIX D – PROGRESSIVE DISCIPLINE RECORD

FOSTORIA CITY SCHOOL DISTRICT

PROGRESSIVE DISCIPLINE – VERBAL REPRIMAND RECORD

STEP I

On_____, I verbally reprimanded

_____ At_____
(teacher) (school)

regarding the following concern (problem):

Example: Arriving to school late

_____
Principal

_____
Teacher

_____
Association Representative (if applicable)

Teacher's signature is merely acknowledgement that a reprimand was given. It does not indicate agreement or disagreement. This form will not be placed in the teacher's personnel file.

Copies: Superintendent
Association President