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Professional Negotiations Agreement

between the

Firelands Local Board of Education

and the

Firelands Education Association

August 1, 2026 through July 31, 2029

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ARTICLE I

RECOGNITION

1.01 FEA

A. The Firelands Local Board of Education (hereinafter referred to as the "Board") recognizes the Firelands Education Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regular certified/licensed classroom teachers, tutors, school counselors, and speech pathologists in the District.

   The following staff is specifically excluded from the bargaining unit: substitutes, aides, head teachers, non-regular teachers, ELL teachers, non-certified employees, school psychologists, behavior therapists, social workers, principals, assistant principals, administrative assistants, assistant superintendents, superintendents, and supervisory staff.

   Supervisory staff is defined as those employees who have the right to hire, fire, discipline, evaluate, discharge, or recommend and/or participate in such actions.

   Regular certified/licensed classroom teacher is defined as a teacher who works fifteen (15) hours or more per week for thirty-six (36) weeks or more per year.

B. Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion.

1.02 RIGHT TO FAIR SHARE FEE

In recognition that the U.S. Supreme Court prohibited Fair Share Fees in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, No. 16-1466, 585 U.S. ___ (2018), the Parties have deleted Article 1 Section 1.02 – Right to Fair Share Fee and move to the appendix. The Parties, however, agree that if the *Janus*, decision is overturned prior to August 1, 2029, the Parties agree they will reinstate Article 1, Section 1.02 – Right to Fair Share Fee as it existed in the 2017-2020 Contract.

ARTICLE II

NEGOTIATIONS

2.01 PRINCIPLES OF NEGOTIATIONS

A. "Good faith" negotiations, as provided for in this document, includes reasonable positions on bargainable issues, and indicates willingness to reach an agreement thereon: reasonable considerations in setting forth, evaluating, or declining to agree to proposals; a search for counterproposals to proposals not accepted; abstention from the breach of existing agreements and from encouraging, engaging in, or condoning unlawful or improper conduct, sanctions, threats, or other means of coercion; refraining from unexplained change in position but does not compel either party to agree to a proposal or require the making of a concession.

B. Representatives of the Board and the FEA shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat or implication thereof, shall attach to negotiations, provided, however, this Section (2.01, 2) shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

2.02 SUBJECTS OF NEGOTIATIONS

Representatives of the Board and the FEA will negotiate in good faith on all matters concerning salaries, including fringe benefits related to salaries, and such other terms and conditions of employment as are within the authority of the Board to resolve.

2.03 REQUESTS FOR NEGOTIATIONS

A. If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than the first day of January and not later than the fifteenth day of March in any year in which negotiations are to take place. Notification in writing from the FEA shall be served on the Superintendent and from the Board shall be addressed to the President of the FEA.

B. Within twenty (20) days after receipt of such notice, but no later than April 1st, an initial meeting will be held for the purpose of permitting the parties to submit in writing all of their proposals for negotiations. Therein after neither party may submit additional items for negotiations except with consent of the other party.

C. Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation, the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto.

2.04 NEGOTIATIONS MEETINGS

A. Negotiations meetings shall be scheduled at the request of the parties, and until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.

B. Meetings shall be scheduled at reasonable intervals, places and times and to avoid, as nearly as practical, conflict and interference with school and employment schedules.

Any one negotiations meeting shall not exceed two (2) hours in length unless mutually agreed upon.

C. Negotiations meetings shall be closed to the press and to the public. "Reasonable intervals" shall mean that meetings will be held on a weekly basis unless the parties mutually agree to arrange meetings on a different schedule.

D. Either party may recess for caucuses of reasonable length at any time.

E. Either party may keep written minutes of the meetings which can be taken by a recorder that is separate from the bargaining team. Each recorder shall be either a member of the FEA or an administrative team member.

2.05 REPRESENTATION

Representation at all negotiations meetings shall be limited to a team of six (6) designated representatives of the Board and the FEA respectively. At the initial negotiations session, each team shall designate one (1) of its members to serve as its spokesperson for the duration of negotiations. The spokesperson shall be in attendance at each negotiating session unless otherwise agreed to by the parties.

2.06 ASSISTANCE AND STUDY COMMITTEES

A. Either party may call upon professional and laypersons to consider and make suggestions concerning matters under discussion. However, such persons shall attend negotiations meetings only as observers and may speak to either party only with the mutual consent of both parties.

B. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

2.07 INFORMATION

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute, or otherwise develop data or information in other than its existing form.

2.08 AGREEMENT

A. As tentative agreement is reached on items, which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the designated representatives of each party. Each item, once initialed, shall be removed from further bargaining, including mediation. However, such initialing shall not be construed as final agreement between the representatives until ratified by the teachers and approved by the Board.

B. Final agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the FEA for approval, and all of the FEA's designated representatives shall recommend and urge approval. Upon approval by the bargaining unit represented by the FEA, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and

urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form by the Board.

2.09 DISAGREEMENT

A. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiation. If a party calls for mediation involvement, the other party shall not refuse to participate in mediation.

B. The Board of Education and Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14. Nothing herein shall be construed to preclude the Association's right or strike under O.R.C. 4117.14 (D)(2).

C. Nothing herein shall be construed to limit the use of consultants if deemed advisable by either party.

D. While negotiations are in progress, but prior to mediation, any release prepared for news media shall be approved by both parties.

E. If at any time mediation services are no longer available through FMCS, both parties shall meet within thirty (30) days to develop an alternative dispute settlement plan (i.e. arbitration) via Memorandum of Understanding.

2.10 CLERICAL REVISION, PRINTING AND DISTRIBUTION

A. Clerical revision of the format, and organization of the Negotiated Agreement may be made by mutual agreement of the Board and Association at least thirty days (30) after final agreement on all negotiated items. The Association shall type the revised copy of the Negotiated Agreement and will provide both negotiating teams hardcopies for a joint final review by the Board and Association representatives. Up to two representatives from each bargaining team will meet for a final draft review upon which time the Association shall provide the electronic final copy and one (1) final printed copy to both the Association president and the Superintendent.

B. As soon as possible, after clerical revision of the Negotiated Agreement has been officially completed, as revised, it shall be printed and bound by clerical employees of the Board. The Board and the Association shall share equally all costs of the final document, which would include typing, printing, assembling and the cost of materials.

ARTICLE III

TEACHER RIGHTS AND RESPONSIBILITIES

3.01 PERSONNEL FILES

A. In accordance with Chapter 1347 of the Ohio Revised Code, each teacher will have the opportunity to review the contents of his/her personnel file upon arranging a suitable appointment with the administrator in charge of personnel files. The teacher has the right to review and copy, at his/her expense, all items in his/her own file. Teachers have the right to add statements of rebuttal. The teacher may only review the file with an administrator present.

B. If a member of the public requests to inspect the personnel file of any teacher, the following procedure will be followed:

1. The employee shall be notified of the time and date of the examination and the identity, if given, of the person requesting to inspect his/her file.

2. The employee shall be given the opportunity to review his/her file prior to inspection, when possible. The employee shall be provided release time to review his/her file prior to inspection.

3. If the request to inspect the file is made during a break or a period when the employee is not normally expected to be at work, a reasonable attempt will be made to notify the employee of the request.

C. Items protected from release by State or Federal law shall be removed or blocked out, then recopied, prior to inspection.

D. The inspection shall be done at the Board Office, in the presence of the Superintendent or designee, with the inspection recorded and copies made logged in the files.

E. The Superintendent or designee and at least one (1) other member of the Association leadership at the request of the member, if available, prior to release, shall review items copied for release. The member shall have two (2) business days to secure someone to review the copied items for release.

F. Copies of the released documents shall be sent to the employee at the time of the release, along with the logging of the inspection.

G. In no case may the procedures be interpreted as preventing prompt and reasonable access to personnel files and copies thereto.

3.02 COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

A. If a parent or other member of the community makes an oral or written complaint about a teacher, no record of such complaint may be placed in the teacher's file unless the Superintendent or building principal has first notified the teacher of the complaint. The teacher may request a meeting with the Superintendent or principal to discuss the complaint. The teacher may place a written response in his/her file if any community member's complaint is recorded in his/her file. Any complaint(s) made via social media found to be credible by the Board/designee may be investigated. Anonymous complaints will be disregarded.

B. If a teacher feels an oral or written complaint about the teacher may lead to disciplinary or legal action, the teacher may have a representative of his/her choice at the meeting with the administrator to discuss the oral or written complaint.

C. Complaints against teachers are best handled and resolved as close to their origin as possible. Such complaints shall be fully, fairly, and timely investigated. If any action is taken against the teacher or a reprimand is placed in a teacher's file, the teacher shall have the right to request to meet with all involved parties.

D. When an administrator determines there has been a formal, false accusation/complaint made by a student about a bargaining unit member with the intent to cause malice, the administrator will write a disposition to the bargaining unit member regarding the outcome of the investigation.

E. No teacher shall be verbally reprimanded for past conduct in front of fellow teachers or students.

3.03 OPEN ENROLLMENT FOR STAFF CHILDREN

A. The bargaining unit member shall complete the online request form by July 1 if he/she intends to enroll a child(ren) under this provision. If a child is adopted or a custody agreement is changed after July 1, this date requirement shall be waived; however, yearly class size will be the final determining factor during the application year and this shall not be grievable.

B. Should a bargaining unit member's child be closed out due to class size restrictions, the child will be first on the list for acceptance the following year.

C. Once a child is accepted into the District, the bargaining unit member is responsible for filling out the online request form annually.

D. New hires after July 1 have ten (10) days to notify the Superintendent that he/she intends to use this provision.

3.04 TUITION REIMBURSEMENT

A. The FEA, the Board, and the Administration of the Firelands Local School District recognize the value of continued education by members of the teaching staff. The parties mutually agree that the learning process and the quality of education will be substantially enhanced when members of the staff acquire additional expertise in their teaching fields and when they have familiarized themselves with the most up-to-date teaching techniques.

B. All certificated employees of the School District shall be eligible for tuition reimbursement subject to the following conditions:

1. The teacher shall have at least one (1) year of service in the Firelands Local School District. The teacher must serve in the District for a total of five (5) years after reimbursement or he/she will have to pay back any tuition reimbursement received from the District prorated for each year less than five (5) that he/she worked through payroll deduction.

2. The course work shall have the prior approval of the Superintendent. (Application on Staff Intranet)

3. Reimbursement may be for graduate courses. Undergraduate or non-credit courses will only be reimbursed if they directly serve a specific District need and are approved by the Superintendent.

4. The teacher must receive a grade of "B-" or better, and/or if a pass/fail course, receive a passing grade to be eligible for reimbursement.

5. To be eligible to receive payment for courses taken in the spring or during the summer, the teacher must teach in Firelands Local Schools the following school year or must have been granted a leave of absence or have been RIF'd.

6. The maximum number of semester hours per teacher to be included under this policy shall be twelve (12) semester hours or equivalent quarter hours from September 1 to September 1 of any school year. Certification of grades and tuition costs must be received in the Treasurer's Office by September 30.

7. The Board of Education will reimburse a certified/licensed employee for tuition costs for graduate or under-graduate courses at the rate of one hundred fifty dollars ($150) per semester hour and one hundred twenty dollars ($120) per quarter hour, less if actual cost, upon proof of successful completion of each course and submission of a transcript or record of same.

8. The amount of money available for this provision shall be fifteen thousand dollars ($15,000) per year. Any unused amount from each year shall be added to the following year with the total in any one given year not to exceed twenty thousand dollars ($20,000).

C. If requests for reimbursement exceed the aggregate amount of dollars available for that school year, available funds shall be pro-rated among all seeking reimbursement. No employee shall be reimbursed more than the actual cost of the tuition. Tuition reimbursement shall be made to qualified employees no later than November 15 each year. Reimbursement will be made based on IRS regulations in effect at the time of payment. Any teacher receiving reimbursement for course work will be notified at the time of payment as to the current IRS regulations.

D. All checks for tuition reimbursement will be issued separately.

3.05 Use of Personal Cell Phones and Devices

A. No Requirement to Use Personal Devices

Bargaining unit members shall not be required to use their personal cell phones, tablets, or other personal electronic devices for school-related business, except for the use of Multi-Factored Authentication (MFA). This includes, but is not limited to, making or receiving work-related phone calls, sending or responding to emails, text messages, or other communications, and installing or using any school-required or school-recommended applications (apps).

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

4.01 MEETINGS

A. The FEA shall have the right to hold general membership meetings and building membership meetings on school property at reasonable times, upon submission of a written request and receipt of approval from the responsible administrator. Such meetings held on school property shall be open to all teachers. Use of the building shall be free of charge, except when custodial services beyond custodians regularly scheduled hours are required. In that event, a standard charge will be made.

B. Upon notification to the building principal, all elected or appointed members of the executive Board of the Firelands Education Association shall be released from their respective buildings immediately following dismissal of all students. The released time shall be for attendance at regularly scheduled or emergency meetings of the executive board of the Firelands Education Association. In case of previously scheduled building activities that would require attendance of these teachers, the building principal has discretionary approval to grant release time.

4.02 EQUIPMENT

The FEA may be granted the privilege of using school office equipment (defined as duplicating and copying machines) upon request to the building principal. Permission shall not be unreasonably withheld. Supplies used in such equipment will be paid for by the Association.

4.03 MAIL SERVICE

The FEA may be authorized to use teachers' mailboxes and the Board's inter-school mail system to distribute Association materials. No detrimental materials, relating to individuals in the Firelands Schools, shall be distributed.

4.04 BULLETIN BOARD SPACE

The FEA will be provided bulletin board space in an area frequented by teachers, in each building, for use in posting organizational materials. Before any materials are posted, the FEA President must present a copy of any documents to the Superintendent or his/her designee for his/her examination and review. No detrimental materials, relating to individuals in the Firelands Schools, or to national, state, or local partisan political activities shall be posted.

4.05 PHONES

The FEA may use District telephones provided that such use does not interfere with the teacher's assigned duties. Long distance calls must be collect, charged to a credit card, or charged to a third number if personal in nature or for Association business.

4.06 BOARD MEETINGS

The Association shall have the same rights to notice of and attendance at Board meetings as granted other organizations by the Board policy adopted to implement the provisions of

the Public Meeting Law. The link to the electronic agenda and applicable documents shall be made available to the President of the Association by school email at the same time it is sent to the Board.

An elected officer of the FEA shall have permission to address the Board at its regular monthly meeting provided that the officer has notified the Superintendent, in writing, at least twenty-four (24) hours in advance of the Board meeting for an agenda item and three (3) days in advance for a non-agenda item. Such written notice shall identify the subject to be addressed.

4.07 COMMUNICATION WITH BOARD MEMBERS REGARDING SCHOOL BUSINESS

It is important that the chain of command is utilized when issues arise within the buildings and that all business-related concerns/issues are to be taken to the immediate supervisor/association representative. Issues will be addressed at the lowest possible level (building principal/supervisor/association) before it comes to the Central Office. Communication of all school related issues to Board Members will come from the Superintendent and not a member of the association. Personal business issues (i.e. payroll, sick time, FMLA), school accounting, or department specific questions can be addressed directly with Central Office.

4.08 EMAIL COMMUNICATION WITH BARGAINING UNIT MEMBERS

The Association is permitted to use school email system to communicate school related business to the members.

The Association president/Designee should request permission to send any information to all staff prior to sending that information that is related to an event or business involving the Association.

ARTICLE V

EMPLOYMENT PRACTICES AND CONDITIONS

5.01 CONTRACT INFORMATION

A. One (1) year limited contracts will be provided by the Firelands Board of Education and will contain all information required by law.

B. Contracts or yearly salary notices will include the number of days in the contract, tentative assignment as to building and subject or grade level and the salary schedule level/step will be issued to bargaining unit members by June 30.

C. Tentative assignments may be changed if the needs of the school change after the issuance of contracts. In the event it is necessary to change a teacher's assignment, the teacher will be notified as soon as possible. (Ref. Article VI, Section 6.03 (E))

5.02 CONTRACT NON-RENEWALS

A. Non-renewals shall be done in accordance with Ohio law.

B. A teacher will be given at least ten (10) workdays notice prior to the Superintendent's recommendation of non-renewal to the Board.

5.03 CONTINUING CONTRACTS

Eligibility for continuing contract will be in accordance with the requirements of the Ohio Revised Code, provided the bargaining unit member provides notice of eligibility in accordance with this Section. When a bargaining unit member expects to be eligible for continuing contract status by April of a school year, such bargaining unit member shall provide written notice of such eligibility not later than September 30 of the same school year to the Superintendent/Designee. Failure to provide such notice shall defer eligibility until the following April. (Application Form available on Staff Intranet)

ARTICLE VI

TEACHER ASSIGNMENTS/VACANCIES/TRANSFERS

6.01 DEFINITION OF VACANCY

A. A vacancy shall be defined as follows:

1. When the Board determines to fill a position as a result of retirement, resignation, transfer, reassignment, non-renewal, leaves of absence (except paid leave or unpaid leave if granted by reason of illness or disability), death, or termination.

2. When a new position is created.

B. When a vacancy occurs during the school year, the Board may fill the vacancy on a temporary basis, and then post it as an open position for the following school year.

C. If the Board approves a second consecutive year of a leave of absence for unpaid leave by reason of illness or disability, the Board will fill that position with a teacher employed on a regular one (1) year limited teaching contract.

6.02 VOLUNTARY TRANSFER

A. Vacancies for bargaining unit positions will be posted on the Firelands Local Schools-intranet system for not less than five (5) work days before filling the vacancies. The President of the Association shall be sent a copy of all posted positions. Certified/licensed staff shall receive an email notice when vacancies are posted. Employees who wish to be considered must have their written requests received in the Superintendent's office by the deadline for application.

B. The posting shall include:

1. Name of position(s) available
2. Certification/licensure required.
3. Deadline for application.
4. Effective starting date.

C. An employee may make a prior request to be considered for vacancies occurring in the summer and/or holiday vacations by submitting a written request to the Superintendent's office, which includes: position(s) requested, address, and phone number. The Superintendent and his/her designee will contact by telephone or by mail any teacher who is certified/licensed for the position and who has indicated a desire to transfer to a vacant position and has submitted a prior request. Within seven (7) days after the mailing of any notice or telephone contact, a qualified teacher who wants to be given consideration may apply, in writing, for such vacancies at the Superintendent's office.

D. Internal applicants will be given equal consideration for any opening for which they may be qualified. They will be given the opportunity to interview prior to the Superintendent making his/her decision. Internal candidates will be interviewed prior to any external candidates and notification will be made prior to any external candidates being interviewed. Candidates seeking a position within a new content area may be asked to complete a "mock lesson" without peers present. The Superintendent shall make all assignments as he/she determines to be in the best interest of the Firelands Local School District.

6.03 INVOLUNTARY TRANSFER

A. An involuntary transfer shall be made only after first meeting with those who may be affected. Any change after the last teacher workday will result in communication to the affected member(s).

B. Employees shall not be involuntarily transferred without first having an opportunity for a conference with the Superintendent if requested, and being notified in writing at the earliest possible time before the effective date of the transfer.

C. All transfers shall be made by the Superintendent as he/she determines to be in the best interest of the Firelands Local School District. If requested by the employee, the Superintendent shall give a reason for an involuntary transfer. The reason given shall not be grievable.

D. Employees who have been involuntarily transferred or reassigned shall retain the right to request assignment to open positions as they are posted.

E. Within five (5) days of notification, any teacher involuntarily transferred after May 30, but prior to August 1, may be released from his/her contract upon application to the Superintendent.

6.04 CHANGE IN TEACHING ASSIGNMENT/BUILDING TRANSFER

Any classroom teacher desiring a change in teaching assignment or building transfer for the succeeding school year shall apply for any position when posted. The Superintendent shall acknowledge receipt of said forms upon submission from bargaining unit members.

6.05 APPLICATION TO SUPPLEMENTAL CONTRACTS

Article VI does not apply to supplemental contracts.

6.06 JOB SHARING

A. Two (2) teachers who are qualified and certified/licensed for the same position may be granted, upon recommendation of the Superintendent and with the approval of the School Board, the opportunity to share a job. These teachers shall each be credited with a full year of seniority and a full year of credit for placement on the salary schedule for each year they participate in job sharing. These teachers will waive their right to full-time employment until full-time positions become available. Job sharing will not be permitted unless requested by the employees and specifically recommended by the Superintendent for approval by the School Board.

B. At the end of each academic year, the teachers involved in job sharing and the building principal will review the program. At this time, the teachers should offer their input on improving the program for the next academic year along with their requests for time scheduling. The administration will attempt to comply with the wishes of the job-sharing teachers, but reserves the right to schedule working hours and classes as needed to administer the job-sharing program.

C. Teachers involved in the job-sharing program will be employed on a one-half time basis and therefore will receive a minimum of one-half the planning time found in Section 15.14 based on grade level and fifteen (15) minutes of lunch per day. The starting and ending times of job-sharing teachers will be established for the beginning of each

academic year. The starting and ending times will be established by June 30. Any change after June 30 must be acceptable to the job-sharing teacher. These hours may vary from the starting and ending times of non-job sharing teachers.

D. If one (1) of the job-sharing teachers becomes unable to continue the job-sharing program, the remaining job-sharing teacher shall fill the full-time position until the absent teacher returns to the system.

E. At the conclusion of each academic year, each job-sharing teacher may apply for any available full-time position. The remaining job-sharing teacher may accept the open full-time position, or they have the option of resigning from the system, unless a job-sharing teacher can be found outside the system that is acceptable to the administration.

ARTICLE VII

LICENSED STAFF MEMBER EVALUATIONS

7.01 EVALUATION

A. The licensed staff member Evaluation Procedures referenced in this Article shall be the only procedure used for the evaluation of licensed staff members. If the Association or Board wants to amend the licensed staff member Evaluation Procedure, either party may request in writing that a Committee be formed to conduct a review of the procedure in accordance with Section 7.01(B).

B. An OTES Committee will meet as needed to make recommendations to the Superintendent/Designee regarding the evaluation process based on information reported to the Committee by teachers and evaluators.

1. The OTES Committee will be comprised of four (4) members appointed by the Superintendent and six (6) appointed by the Association President.

2. Mandatory changes required by law and any recommended changes by the Committee to the evaluation procedure shall be by mutual agreement of the parties and then ratified by both the Association and the Board through a Memorandum of Understanding.

3. The Committee may be provided release time for all meetings or will be paid at the additional duty hourly rate.

C. The current procedures and forms, as well as any subsequent amendments that may result from Section 7.01, A & B, shall supersede ORC 3319.111.

7.02 NON-OTES 2.0/OSCES EVALUATION

A. A licensed staff member employed under limited or continuing contracts will be evaluated in accordance with the procedures outlined below, using the licensed non-OTES 2.0/OSCES staff member Evaluation Form located on the staff intranet.

B. The first observation shall occur by the end of the first semester and the second observation shall occur by May 1. The licensed staff member being evaluated shall receive a written report of the results of this evaluation not later than ten workdays after the evaluation.

7.03 OTES 2.0/OSCES EVALUATION

A. **Purpose**

1. To serve as a tool to advance the professional learning and practice of licensed staff members individually and collectively in the District.

2. To inform instruction.

3. To assist licensed staff members and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. **Application**

1. The Licensed staff member Evaluation Procedure contained in this agreement applies to the following employees of the District:

   a. A licensed staff member working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

   b. A licensed staff member working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2013 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

   c. A licensed staff member working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or

   d. A licensed staff member working under a permit issued under ORC 3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.

   e. A school counselor working under a license issued under 3310.22 or under a permanent certificate issued under ORC 3319.222.

   f. Speech pathologist working under a license issued under 3319.22 or under a permanent certificated issued under ORC 3319.222. (Licensed Non-OTES 2.0/OSCES Staff Evaluation Form available on Staff Intranet)

2. The District shall not conduct an evaluation for any licensed staff member who:

   a. Was on leave 75% or more during the school year. (Any member who finds themselves in a situation where they will be on leave between 50-75% of the school year must request a meeting with the Association President/Designee and District Evaluator. At this meeting the member's evaluation procedure will be determined.)

   b. Submitted notice of retirement by December 1st of the school year in which they plan to retire.

   c. Substitute teachers or instructors of adult education.

   d. Licensed staff members not subject to the Ohio Teacher Evaluation System as set forth above shall be evaluated under the evaluation procedure contained in Article VII, Section 7.02.

C. **Definitions**

1. Credentialed Evaluator

   Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education. Licensed staff member will be evaluated by their Building Administrator, immediate supervisor, or in-district evaluator assigned by the Superintendent.

2. Evaluation Rating

   Holistic Rating: level that is assigned to a licensed staff member based on the evaluation procedure established in this Article. Evaluation ratings assigned shall include one (1) of the following: Accomplished, Skilled, Developing, or Ineffective.

3. Evaluation Instruments

   OTES 2.0/OSCES approved evaluation forms (found on the Staff Intranet) will be used in the evaluation process. These forms will be the only forms used in the formal evaluation process.

4. High Quality Student Data (HQSD)
   Quantitative information, derived from instrument(s) rigorously reviewed and approved by the district's OTES committee, provides evidence of student learning that can be directly attributed to the licensed staff member being evaluated.

5. Professional Growth Plan: A written plan, self-directed (Rated Accomplished) or jointly (Rated Skilled) developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation.

6. Professional Improvement Plan: A detailed, written plan collaboratively developed(Rated Developing) or evaluator directed (Rated Ineffective) between the licensed staff member and evaluator.

D. **Orientation**

1. All newly employed teachers will receive a formal presentation given by a credentialed evaluator as part of his/her orientation to the District.

2. District staff will be notified/trained within one (1) month of any changes in law that affects the evaluation process.

E. **Evaluation Procedures**

1. Evaluation Schedule

   a. In addition to creating a Professional Growth Plan (PGP)/Improvement Plan, all Licensed staff members will be given one (1) holistic evaluation each school year including at least one (1) thirty (30) minute formal observation, at least one (1) thirty (30) minute focused observation and at least two (2) walkthroughs by his/her Building Administrator and/or assigned evaluator. (Accomplished/Skilled please see f and g for off-year cycles.)

   b. Licensed staff members in the final year of a limited contract who the employer intends to recommend for non-renewal, or those seeking a continuing contract, will receive at least two (2) formal observations, one (1) focused observation, and at least two (2) walkthroughs.

      Licensed staff members on a limited contract will receive at least two (2) formal observations and at least two (2) walkthroughs.

   c. Each licensed staff member will receive his/her assigned evaluator by the first Monday in October.

d. If the assigned building administrator/supervisor is not available as the evaluator, an alternate in-district administrator/supervisor will be assigned by the Superintendent to evaluate.

e. Evaluations shall be completed by May 1st and the final holistic rating will be delivered to the licensed staff member no later than May 10th. The final holistic rating will be based on the State of Ohio Framework.

f. A licensed staff member who receives a rating of "Accomplished" on his/her most recent formal holistic rating and who is a licensed staff member not on a one (1) year contract or not in the first year of a multi-year limited contract who the employer intends to non-renew, or those seeking a continuing contract shall be evaluated in accordance with the process set forth in this Article every three (3) school years. During the years such licensed staff members are on the informal cycle for evaluations, the following requirements shall apply:

    1. Develop an annual self-directed Professional Growth Plan (PGP) and submit to the licensed staff member's assigned evaluator focused on specific areas identified in the observations and evaluation.

    2. The licensed staff member must make progress on their PGP as determined by their evaluator in order to remain on the informal cycle.

    3. Have an evaluation that must include a minimum of two walkthroughs with no maximum limit, and two (2) conferences including, but not limited to, one (1) that includes a discussion of the licensed staff member's progress on the plan.

g. A licensed staff member who receives a rating of "Skilled" on his/her most recent holistic rating and who is not a licensed staff member on a one (1) year contract or not in the final year of a multi-year limited contract who the employer intends to non-renew, or those seeking a continuing contract shall be evaluated every other year. During the year such licensed staff member are on the informal cycle for evaluations, the following requirements shall apply:

    1. Develop an annual Professional Growth Plan (PGP) with their evaluator and submit to the licensed staff member's assigned evaluator focused on specific areas identified in the observations and evaluation.

    2. The licensed staff member must make progress on their PGP as determined by their evaluator in order to remain on the informal cycle.

    3. Have an evaluation that must include a minimum of two walkthroughs with no maximum limit, and two (2) conferences including, but not limited to, one (1) that includes a discussion of the licensed staff member's progress on the plan.

h. Any licensed staff member on a continuing contract who were previously rated "Accomplished" or "Skilled" on their most recent holistic rating will have the choice of the following for their second observation during his/her on-cycle evaluation year:

    1. An announced observation with a pre-conference and pre-conference questions and post-conference; or

2. An unannounced observation with no pre-conference or pre-conference questions, just a post-conference.

2. Observations

   a. Formal and focused observations shall be at least thirty (30) consecutive minutes in duration.

   b. Observations shall not be scheduled the first or last week of school, three (3) days prior to or three (3) days after three consecutive non-instructional days, the day after a teacher absence, and atypical instructional days. (Thanksgiving Break, Winter Break, Spring Break)

   c. The first observation shall occur by the end of the first semester and the second observation shall occur by May 1.

   d. Without extenuating circumstances, a pre-observation conference shall be held within five (5) workdays prior to each observation during which the scope of the observation shall be discussed. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the online pre-observation section.

   e. Absent extenuating circumstances, a post-observation conference shall be held within five (5) workdays after each observation during which areas of reinforcement and refinement shall be discussed.

   f. When a scheduled observation is cancelled due to extenuating circumstances by the evaluator or licensed staff member, it is the responsibility of the individual who cancelled the observation to initiate the rescheduling of the observation. If the observation does not occur within two (2) workdays of the originally scheduled observation the evaluator and licensed staff member must communicate adjustments to the lesson for the rescheduled observation.

3. Walkthroughs

   a. A walkthrough shall consist of at least five (5) consecutive minutes, but not more than thirty (30) minutes in duration by the assigned evaluator.

   b. The licensed staff member shall be provided notification that the walkthrough has been pinned by the evaluator no later than three (3) work days following the walkthrough.

   c. A licensed staff member shall be granted a formal debriefing after the walkthrough upon request to discuss the walkthrough.

   d. Walkthroughs may be completed by either the primary or secondary evaluators. At the teachers request any trained district evaluator may complete additional walkthroughs.

4. Performance Assessment

   a. A licensed staff member's performance shall be based on the Ohio Educator Standards(or aligned standards) and rubrics for teaching and the criteria set forth in the ODE Evaluation Instrument as posted on the staff intranet, with the

exemption of those non-OTES 2.0 bargaining members who use the district form.

b. Licensed staff member's performance shall be based on the evidence provided by the licensed staff member and on the formal observations, walkthroughs and administrative conferences held by the member and their assigned evaluator(s).

5. Roster Verification

a. The district will follow the Roster Verification State Guidelines per Ohio Department of Education. (This will be outlined in the Staff Evaluation Handbook.)

b. School counselors and speech pathologists will collaboratively develop metric(s) of student outcomes with their evaluator.

6. Finalization of Evaluation

a. No later than May 10th a copy of the formal written evaluation report shall be given to the licensed staff member and a conference shall be held between the licensed staff member and the evaluator. (This form will be found in the Staff Evaluation Handbook.)

b. After the holistic rating is digitally signed in OhioES, a hardcopy will be printed and signed by the licensed staff member and evaluator.

c. The evaluator shall ensure that three (3) original copies of the Licensed staff member Evaluation Form are to be signed by both parties. One (1) copy is for the principal, one (1) for the Superintendent (to be placed in the Licensed staff member's permanent file) and one (1) for the teacher.

d. The Licensed staff member may submit a statement of rebuttal. He/she must submit (3) copies of such rebuttal within ten (10) school days of the receipt of the formal written evaluation form. The rebuttal will become permanently attached to all three (3) copies of the Licensed staff member Evaluation Form.

e. The licensed staff member shall have the right to make a written response to the observations and final holistic rating which shall be attached to the observation and/or evaluation report and placed in the licensed staff member's personnel file. A copy, signed by both parties, shall be provided to the licensed staff member. The evaluator's signature shall be construed as evidence of the evaluator's receipt of such rebuttal.

F. **Professional Growth Plans**

1. Licensed staff members must develop Professional Growth Plan which includes two goals. These goals may focus on two components within the same domain. One of these goals may be aligned to District goals.

2. Professional Growth Plans must be submitted annually by dates outlined in the handbook located on the staff intranet.

G. **Improvement Plans**

1. A licensed staff member with a final holistic rating of “Developing” will develop an improvement plan with their credentialed evaluator.

    a. The Professional improvement plan shall include two (2) specific goals, resources and assistance to be provided and timelines for completion. Licensed staff member may be exempt from the district goal

    b. A follow-up observation will be held, as necessary, to assess the licensed staff member’s progress as contained in the Improvement plan.

    c. Absent from extenuating circumstances, an improvement plan conference will be held within ten (10) workdays after the follow-up observation to discuss progress. Due dates for desired level of performance shall be noted on the Improvement plan.

2. A licensed staff member with a final holistic rating of “Ineffective” will develop an improvement plan directed by their credentialed evaluator.

    a. The Professional improvement plan shall include two (2) specific goals, resources and assistance to be provided and timelines for completion.

    b. A follow-up observation will be held, as necessary, to assess the licensed staff member’s progress as contained in the Improvement plan.

    c. Absent from extenuating circumstances, an improvement plan conference will be held within ten (10) workdays after the follow-up observation to discuss progress. Due dates for desired level of performance shall be noted on the Improvement plan.

    d. Licensed staff members in the final year of a limited contract who the employer intends to recommend for non-renewal, or those seeking a continuing contract, will receive at least two (2) formal observations and one (1) focused observation and at least two (2) walkthroughs.

H. **Due Process**

1. A licensed staff member shall be entitled to Association representation at any conference held during this procedure.

2. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the holistic rating, void and shall automatically require re-employment of the licensed staff member .

3. If an employee believes the evaluator has violated the procedure established in this Article, the employee may file a grievance in accordance with the grievance procedure established within the Agreement.

I. **Change in Law**

During the term of this agreement, should a change in law occur regarding OTES 2.0 procedures, the parties agree to bargain such changes in accordance with the Negotiations Article of this agreement. If the change in the law(s) does not directly impact the contract the change(s) will be made in the district's OTES handbook.

ARTICLE VIII

REDUCTION IN FORCE

8.01 REASONS FOR REDUCTION IN FORCE (RIF)

A reasonable reduction of bargaining unit member(s) may occur for the following reasons:

A. Decrease in student enrollment.

B. Administrative assignment of job-sharing members to full-time positions, according to seniority.

C. Return of members from leaves of absence.

D. Suspension of schools or territorial changes affecting the District.

E. Financial reasons to continue all present programs. A RIF under this Section (8.01, 5) shall be limited to attrition plus five (5) full time positions.

8.02 FORMATION OF THE SENIORITY LIST

A. The Seniority List shall be made available in each principal's office by January 15 of each school year and an electronic copy will be sent to the Association President.

B. The Seniority List shall be divided into categories, with each category representing a different area of certification/licensure. Each category shall consist of:

1. Members holding continuing contracts shall be listed first and ranked according to continuous service in the District.

2. Members holding limited contracts shall be listed second and ranked according to continuous service in the District.

3. Members employed on a temporary certificate basis shall be listed third and ranked according to continuous service in the District.

4. Each category shall include the date of initial continuous employment for each member.

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

D. If a tie occurs in seniority regarding years of service, the teacher with the earliest date of Board action to employ will be considered most senior. If a tie still remains, the teacher with the earliest date of application will be considered most senior. If a tie still remains, the tie will be broken by flip of a coin.

8.03 NOTIFICATION

A. If one (1) or more of the reasons set forth in Section 8.01 occur, the Superintendent shall meet with and notify the President in writing no later than twenty-one (21) calendar days before the Board meeting at which the action is to be taken. The notification shall

include the reason(s) for the RIF, the position(s) to be eliminated or not filled, the date of the Board's action to implement the RIF, and the effective date of the RIF.

B. Within twenty-one (21) days of the authorization of a reduction in force by the Board, all affected individuals shall be notified in writing of the action taken. Notification shall occur at the end of the school day. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

The personnel records and all future references of those members laid off pursuant to this Article shall clearly indicate that such was due to RIF, and was not due to unsatisfactory performance of duty.

8.04 PROCEDURE FOR REDUCTION IN FORCE

If deemed necessary to reduce positions in accordance with any reason(s) set forth in Section 8.01 above and upon recommendation of the Superintendent, the following procedures shall apply:

A. Reductions shall first occur by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.

B. Member(s) holding temporary certificates in affected teaching fields shall be the first to have contract(s) suspended.

C. Should it still be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall then be reduced utilizing the following order:

1. Certification/Licensure within the affected teaching field.

2. Comparable evaluations as defined in this Agreement.

3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

D. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:

1. Certification/Licensure within the affected teaching field.

2. Comparable evaluations as defined in this Agreement.

3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

E. When reducing staff with comparable evaluations in accordance with the categories outlined above, a member affected by the RIF shall be transferred to a position held by another member who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certificate in that area and has the same or greater effectiveness rating as the teacher in which he/she is displacing.

8.05 COMPARABLE EVALUATIONS

For the purposes of Reduction in Force, comparable evaluations shall be defined as follows:

A. All Accomplished and Skilled rated teachers will be deemed comparable.

B. All Developing rated teachers will be deemed comparable.

C. All Ineffective rated teachers will be deemed comparable.

8.06 INSURANCE AND BENEFITS

A teacher who has been laid off may remain for a period, not to exceed eighteen (18) months, an active participant in insurance programs by contributing the amount of the premium necessary to maintain such fringe benefits (COBRA).

8.07 FORMATION OF THE RECALL LIST

A. A member whose contract is suspended in a RIF shall be placed on a Recall list.

B. The list shall include:

1. Member's years of continuous service in the District.

2. Subject(s) and/or grade level certified/licensed to teach.

3. Type of contract held at the time of suspension.

4. A member shall verify new area of eligibility by filing any new certification/licensure in the Superintendent's office.

8.08 PROCEDURE FOR RECALL

A. A member on the Recall List shall be offered a position for which he/she is certified/licensed as positions become available in the reverse order of the RIF. A member whose contract is suspended in a RIF shall be placed on a recall list. Teachers employed under limited contracts shall remain on the recall list thirteen (13) months from the effective date (August 5) of suspension of his/her contract. Teachers employed under continuing contract shall remain on the recall list for five (5) years from the effective date of his/her contract.

B. If a vacancy occurs, the Administration will send a certified letter to the last known address of all members on the recall list who are qualified according to those provisions. It is the member's responsibility to keep the Board informed of his/her current address. All members are required to respond in writing to the Superintendent within seven (7) calendar days of receipt. Any member who fails to respond within seven (7) calendar days of receipt or within fifteen (15) days of date of mailing, orwho declines to accept the position (except as provided in Section 8.08 (D)), will forfeit all recall rights.

C. The Board shall not hire new teachers while there are member(s) on the Recall List who are certificated for the vacancy, unless all eligible members on the Recall list decline a position or fails to respond.

D. A member who refuses to accept a position offered which is for a greater or lesser number of hours than the position held by the member at the time of RIF shall not be removed from the Recall List except as provided in Section 8.08 (B).

ARTICLE IX

PERSONAL AND ACADEMIC FREEDOM

9.01 CONSTITUTIONAL RIGHT OF PRIVACY/ACADEMIC FREEDOM

A. A bargaining unit member's constitutional right of privacy shall be fully respected. No bargaining unit member's personal information such as address or personal phone number should be given out to any persons without the express written permission of the bargaining unit member.

B. The Board will not discriminate against any bargaining unit member because of race, religion, creed, color, age, sex, handicap, or sexual orientation, or because of membership in the union or participation in union activities.

C. Teachers shall be directed by and held responsible for teaching the material in the Board adopted course of study/state standards. When teaching the material from the course of study/state standards in the classroom, the teacher shall be free from censorship and artificial restraints upon free inquiry and learning. Academic freedom of the teaching staff in selecting supplemental materials, methods and activities to be used in the classroom will be granted so long as the guidelines of the curriculum, research-based strategies and state standards are followed.

9.02 STUDENT GRADES

Each teacher has the final authority to grade students in his/her charge according to the system devised by the administration for uniform use throughout the District. Student grades shall be determined pursuant to this uniform grading system. Student grades shall be updated at least every two (2) weeks (grades 6-12) or at interim every quarter (grades K-5) through the District's chosen electronic gradebook. Student grades shall be a reflection of the level of difficulty for a given course, and achievement during the grading period. A change in a student's grade without the teacher's consent will occur only if it has been demonstrated that the grade was not given in accordance with the uniform grading system or in accordance with the teacher's grade book, or where it can be clearly demonstrated that the grade was not determined pursuant to the above state criteria. Notice of any such change will be given to the teacher, the student's parent(s), and the Superintendent.

9.03 STUDENT DISCIPLINE

A. The responsibility for the maintenance of proper student discipline and order within each school building is recognized as being the shared responsibility of the teachers and administration.

B. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of student discipline and order.

C. Provisions for student conduct shall be included in student handbooks for each building. Each teacher shall be given a copy of the handbook.

9.04 TEACHERS RIGHT TO FILE CRIMINAL CHARGES

The Board fully recognizes and will not abridge the right of a teacher to file criminal charges against a student or visitor/parent to the building or during any school event when an incident or threat occurs and the teacher takes such action in good faith.

9.05 TECHNOLOGY UTILIZATION

A. Teachers shall be permitted to use Board provided computers and electronic devices.

B. All bargaining unit members will adhere to the District's Computer Network and Internet Acceptable Use Policy for Staff. The Policy will be located on the Staff Intranet.

9.06 SUBSTITUTE TEACHERS

Any teacher may, on an individual basis, request in writing through his/her building principal that a particular substitute be returned or not returned to his/her classroom. Such request shall provide reasons to support the request.

When a bargaining unit member observes that a substitute teacher is not in the room or area in which he/she is assigned, the member shall immediately report to the building Principal/Designee that a room is without coverage and assist as he/she is able to cover or seek assistance until coverage can be obtained.

ARTICLE X

LEAVE OF ABSENCES

10.01 EXTENDED ABSENCES

A. DEFINITIONS

1. Leaves of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which written request has been made by the employee and formal approval has been granted by the Board of Education, or without the request of the employee, a period of extended absence from duty granted by the Board of Education to an employee as provided by O.R.C. 3319.13.

2. Leaves of absence shall be granted for the following reasons:

   a. Personal illness
   b. Disability
   c. Parental Leave
   d. Military service

3. Leaves of absence that may be granted for the following reasons:

   a. Election or appointment to public office
   b. Sabbatical and study leave
   c. Full-time participant in an overseas teaching program

4. All leaves of absence are unpaid unless such leave is an allowable use of accrued sick days as defined in Section 10.03.

5. Any member who is not able to communicate regarding a leave request will rely on the Association President/Designee to communicate with the member's family and then serve as the member's liaison with the District.

B. LENGTH OF LEAVE OF ABSENCE

1. Leaves of absence for any purpose shall not extend for a longer period than two (2) school years except in the case of disability retirement in which case the length of the leave shall be governed by the applicable federal and state law, and in the case of military leave which shall be governed by the applicable Ohio statute.

2. Except for personal illness, disability, parental leave or military service, no leave of absence shall begin between the opening date of school and the closing date of school, both dates included, in any school year.

3. Except for personal illness, disability, military service, parental leave, no leave of absence shall terminate between the opening date of school and the closing date of school, both dates included, in any school year.

C. REQUEST FOR LEAVE OF ABSENCE

1. Employees requesting a leave of absence by reason of personal illness, disability or military service shall file a written application for such leave with the Superintendent as far in advance of the starting date for the leave as possible. In no event may the application be filed less than fifteen (15) school days prior to the requested starting

date. (For personal illness, this time requirement shall be waived upon a doctor's verification of extenuating circumstances.)

2. Employees requesting a leave of absence by reason of overseas teaching, election or appointment to public office, or for educational or professional purposes shall submit a Leave of Absence Application Form for such leave with the Superintendent/Designee and Association President/Designee simultaneously not later than April 1st of the school year preceding the school year for which such leave is requested. This form can be found on the Staff Intranet.

3. Any member who finds themselves in a situation where they need to request a leave of absence may request a meeting with the Association President/Designee and the District Treasurer/Designee by completing the aforementioned required Leave of Absence Application Form. This meeting is intended to discuss topics such as the use of sick days, the use of catastrophic leave, the use of unpaid leave, insurance coverage, FMLA, and estimated salary during or after the leave. Failing to meet is non-grievable.

4. Upon the approval of the Board, such leave may be granted for one (1) school year. Such leave may be extended for (1) additional school year, with the approval of the Board, by the employee's submitting an Extension for Leave of Absence Application Form for such extension in writing on the appropriate form submitted to the Superintendent/Designee and the Association President/Designee simultaneously not later than April 1st of the school year preceding the school year for which such extended leave is requested. This form may be found on the Staff Intranet

5. Upon receipt of the application, the Board shall approve such leave. Such leave shall be extended upon receipt of a written request for such extension filed by the employee with the Superintendent at least thirty (30) days prior to the starting date of the requested extension. The Superintendent has the right to waive this time requirement due to extenuating circumstances.

D. RETURN FROM LEAVE OF ABSENCE

Employees seeking to return from a leave of absence for election or appointment to public office, or for educational or professional purposes, shall file a written request for return with the Superintendent no later than March 1. Employees may return from such leaves only at the start of a school year.

E. LEAVE OF ABSENCE AND SALARY INCREMENTS

1. Only leaves for military service shall be considered valid for increments on the salary schedule. The number of increments shall be the minimum required by law.

2. Additional compensation shall be granted for additional graduate credit gained while on sabbatical and study leave providing the graduate credit hours are sufficient to meet the requirements of the salary schedule in effect at the time of the employee's return from leave.

F. EMPLOYMENT UPON RETURN FROM LEAVE

1. Upon the return to service of an employee at the expiration of the leave of absence, the employee resumes the contract status, which he/she held prior to such leave.

2. Failure of an employee to return to service at the expiration of a leave of absence terminates the contract with the employee.

3. An employee must notify the Superintendent or designee of his/her intent to return from a leave of absence no later than March 1 of the year in which leave was granted.

4. Exceptions may be made to the above regulations upon the recommendation of the Superintendent and the approval of the Board of Education.

10.02 PARENTAL LEAVE

A. Parental leave is an unpaid leave taken for the birth of a child, to care for the newborn, and/or legal placement of a child with the employee and to care for the newly placed child.

B. Any request for unpaid parental leave by an employee shall be submitted in writing to the Superintendent, at least thirty (30) calendar days in advance of the approximate starting date. This time requirement shall be waived upon a doctor's verification or due to other extenuating circumstances by the Superintendent.

C. The Board shall approve such leave for the grading period, semester, or school year, whichever the employee requests. An extension of that leave shall submitted in writing to the Superintendent at least sixty (60) calendar days in advance and shall be approved one (1) time only for the increments listed above.

10.03 SICK LEAVE

A. All employees of the Board of Education shall accrue sick leave at the rate of one and one-quarter (1-1/4) days per month of service. No employee may accrue more than fifteen (15) days in any one (1) year.

   Unused sick leave may be accrued to four hundred (400) days. (Ref. Severance Article 14.05)

B. Each new employee who has no accumulated sick leave shall be advanced five (5) days of sick leave when his/her contract begins. These days shall be counted as one-third (1/3) of the fifteen (15) days to be earned during the year.

C. An employee must notify the Superintendent or designee of his/her intent to return from a leave of absence no later than March 1 of the year in which leave was granted.

D. Employees who work part-time shall be entitled to sick leave for the time actually worked, pro-rated at the same rate as full-time employees.

E. Sick leave may be used in one-quarter (1/4), one-half (1/2) and full day increments. One-quarter (1/4) of a day shall be two (2) instructional periods, one (1) block or two (2) hours.

F. The Board shall notify each teacher in writing of their sick leave accumulation on the first check in September, January, and May.

G. Sick leave may be used for the following reasons and conditions:

   a. Personal Illness

b. Illness in Employee's Immediate Family - Immediate family shall be interpreted as:

(Step)Brother	(Step)Grandchild	(Step)Mother-in-law
(Step)Child	(Step)Grandfather	(Step)Sister
(Step)Father	(Step)Grandmother	Spouse
(Step)Father-in-law	(Step)Mother	

Or any person who was directly and primarily responsible for raising the member or anyone considered an integral part of the family whose primary legal residence is the same as the employee who is requesting sick leave.

c. Death of a Relative - Employee shall be allowed to use up to five (5) days of sick leave for the death of a spouse, children, mother, or father. Up to three (3) days shall be allowed for the death of other relatives. Additional days may be granted for out of state travel at the discretion of the Superintendent. Up to one (1) day shall be granted for a non-relative at the discretion of the Superintendent.

d. Exposure to Contagious Disease - In the case of exposure to contagious disease, the approval of a physician must be presented for the entire period of absence.

e. Pregnancy - The use of sick leave for pregnancy is authorized during such time the condition prevents the employee from performing her job responsibilities. Any sick leave used related to the pregnancy will count toward family medical leave.

f. Teachers may use up to six (6) weeks of accumulated sick leave for the adoption of a non-school age child. Teachers may use up to ten (10) days of accumulated sick leave for the adoption of a school age child. Any sick leave used related to the adoption will count toward family medical leave.

H. Employees shall be required to submit sick leave requests through the District's chosen personnel system within two (2) school days of their return to work and shall submit a statement from a licensed physician for the use of sick leave in excess of three (3) days (doctor's note must be provided on fourth consecutive day of absence). A meeting may be requested at any point by the Superintendent regarding attendance. Employees who have more than fifteen (15) absences throughout the year not otherwise covered by a medical note, must submit a medical note from their physician beginning with the employee's sixteenth (16^{th}) absence unless waived by the Superintendent.

I. Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the Ohio Revised Code.

J. In order to return to work following an illness or other disability, an employee must be able to carry out his/her job responsibilities to the satisfaction of the Superintendent or his/her designee, and if requested, produce a medical statement verifying the employee's ability to come back to work.

10.04 CATASTROPHIC LEAVE

Catastrophic leave shall be defined as a long, major personal or family illness that exhausts the staff member's accumulated sick leave. Absences for normal pregnancies, colds or the flu shall not be considered for catastrophic leave.

A. When a catastrophic leave becomes imminent, the individual/Designee/Association President shall contact the Superintendent in writing and request the use of catastrophic

leave as soon as possible. The Superintendent may approve or deny the use of catastrophic leave based on documentation from a treating physician.

B. Once the employee has exhausted his/her accumulated sick leave and has been advanced five (5) days as required by law, then the District will advance up to an additional ten (10) days.

C. The days given under the catastrophic leave plan are an advance of the sick leave that the employee is expected to earn through continued employment with the Firelands Local School District. The employee's sick leave record will show a deficit balance until such time as he/she has earned the advanced sick leave. No other sick leave will be advanced until the employee's sick leave accumulation reaches a positive balance.

D. If the employee severs employment with the Firelands Local School District prior to the repayment of these advanced sick days, the District has the right to recoup the cost of these advanced days from any funds owed to the employee.

E. No employee shall use catastrophic leave to postpone applying for disability retirement.

10.05 PERSONAL LEAVE

A. Purpose and definition – personal leave is **restricted** leave designed to cover legitimate reasons for absence, which are not covered in the Sick Leave policy, for the purpose of attending to personal business that cannot be conducted outside the regular school day or for personal reasons over which the teacher has no control.

B. All bargaining unit members shall be granted three (3) days of personal leave each year (July 1-June 30).

1. Any bargaining unit member who has accumulated seventy-five (75) sick leave days while employed in the Firelands Local Schools shall be granted one (1) additional merit day . (75 sick days = 3 personal and 1 merit)

2. Any member who, on July 1 of each year, has accumulated one hundred fifty (150) sick leave days shall be permitted two (2) merit days and two (2) personal days. (150 sick days = 2 personal, 2 merit days)

3. Any member who, on July 1 of each year has accumulated two hundred twenty-five (225) sick leave days shall be permitted a third merit day (225 sick days = 1 personal, 3 merit days).

4. Any member who, on July 1 of each year has accumulated three hundred (300) sick leave days shall be permitted a fourth merit day (300 sick days = 4 merit days).

5. Any member who has worked within the District for ten (10) years and currently does not have a merit day due to extenuating circumstances may request a meeting with the Superintendent or Treasurer prior to September 30 to request conversion of a personal day into a merit day for that school year.

6. Merit days are days earned that can be taken for any reason. When requesting in the electronic reporting system, choose personal leave and then put "merit day" in the Leave Reason section.

   The following shall apply to merit days:

a. Merit days are exempt from restricted times outlined in 10.05 (E) with the exception of the first and last five (5) days with students in session, and Professional Development Days.

b. Reasons for use of merit days do not need to be disclosed.

c. If a merit day is denied, a written explanation of the denial must be given to the member within forty-eight (48) hours.

C. Requests for personal/merit leave must be submitted five (5) school days in advance to the Superintendent's office via the school secretary. In case of emergency, this provision may be waived. However, any waiver decision by the Superintendent shall not set precedent for future requests for waiver.

D. The Superintendent or his/her designee must approve all personal/merit leave days.

E. Personal leave days may not be taken the first five (5) days or the last ten (10) days with students in session, or three (3) days prior to or following a holiday or vacation. Personal leave days may not be taken on Parent-Teacher Conference Days, Professional Development Days, or Open House Day. Personal leave days may be taken directly before or after NEOEA Day.

F. In case of emergency or unusual circumstances, this provision may be waived. However, any waiver decision by the Superintendent shall not set precedent for future requests for waiver.

G. The provision in 10.05 (E) shall be waived for the graduation of a spouse, child, parent or grandchild from high school or college, to take a dependent child to college, special recognition/achievement of an immediate family member as outlined in Article 10.03 (G) (2), or a wedding of a child, parent, or grandchild. An exemption from the time limitations of Section 10.05 (E) shall be allowed for one (1) day of personal leave to be used for travel time (if more than one hundred fifty (150) miles) or for attendance (if the graduation day falls on a work day).

H. Personal/merit Leave Days may not be taken for any purpose covered by any other form of leave available from the Board, including sick leave.

I. Falsification of personal leave is grounds for termination of employment.

J. Personal leave may be used to prepare for the departure of a spouse or child who is called to active duty. The restrictions listed in Sections E and G above shall not apply to personal leave used for this purpose.

K. These days shall be non-accumulative as personal days. Unused personal leave as of June 30 will automatically convert to sick leave on July 1. The calculated conversion of unused personal days to sick days for employees choosing to retire prior to June 30 will be calculated as of the early retirement date.

L. No more than eight (8) teachers shall be permitted a Personal Leave Day on the same day District wide. During the months of April, May, and June, this limit shall be three (3) teachers per day.

M. Personal/merit leave may not be used to seek or earn outside gainful employment.

N. If responses for personal/merit leave have not been received within two (2) work days of request, contact immediate Supervisor/Designee.

	PERSONAL LEAVE	**MERIT DAYS**
CLARIFICATION OF USES FOR DAYS	*See 10.05 (E) *See 10.05 (H) *See 10.05 (G) for exceptions. *See 10.05 (M)	*See Section 10.05 (B)(4)(a) *See 10.05(M)

O. For unused personal leave at the end of the year, the bargaining unit members shall be eligible for one of the following:

1. Bargaining unit members can convert the unused personal/merit days into a stipend paid out in the following amounts:

Days Remaining	Stipend
1 day remaining	$100
2 days remaining	$200
3 days remaining	$300
4 days remaining	$400

The stipend shall be paid by the August 25th paycheck; or

Bargaining unit members can convert all unused personal/merit days to sick days.

2. The bargaining unit member must complete the electronic form sent from the Treasurer's Office of his/her preference by May 1 of each school year. Should the form not be completed or submitted, the Treasurer's Office will convert unused personal/merit days to sick days.

10.06 PROFESSIONAL LEAVE

A. A professional meeting is defined as one that offers opportunity for the professional growth of the employee and/or is in the best interest of the School District as determined by the Superintendent.

B. The attendance at professional meetings is subject to the approval of the Superintendent or his/her designee. If approval for attendance professional meetings has not been received within five (5) work days of submission of request in the electronic leave system, contact immediate Supervisor/Designee.

C. Employees shall be required to submit professional leave requests including anticipated expenses through the District's chosen personnel system ten (10) days prior to the meeting date.

D. Reasonable expenses, including mileage, will be approved or rejected at the discretion of the Superintendent or his/her designee.

E. Submission of a requisition for expenses for professional leave requests must be submitted to the Treasurer for official approval.

F. Upon completion of the professional meeting and submission of the required documentation to the Treasurer, approved expenses will be paid. No advance expenses shall be paid.

G. The number of meetings approved will be limited by the amount designated for professional meetings in the annual appropriations. The Board, at its discretion, will attempt to appropriate at least two thousand dollars ($2,000) per year for professional meetings providing financial conditions deem this allowance to be prudent.

H. At the request and approval of a building administrator, employees will be granted Professional Leave to attend Firelands Local School class or grade level trips as a working chaperone.

I. Employees, who are ordered to appear at court for a school related incident, or student related case, will be granted "Professional Leave" to attend such events.

10.07 LEAVE FOR ATTENDANCE AT ASSOCIATION MEETINGS

A. Elected officers or delegates to the Northeast Ohio Education Association, the Ohio Education Association, and the National Education Association shall not suffer loss of pay for attendance at meetings to which they are elected, up to a maximum of three (3) days per year.

B. The Firelands Board of Education shall pay no expenses for attendance at such meetings.

C. When it is necessary for an official representative of the FEA to engage in FEA activities directly relating to the FEA's duties as representative of the bargaining unit members during the school day, they may be given such free time, without loss of pay as is necessary to perform any such activities. The FEA and its officers recognize and agree that this privilege should not be abused.

D. Association members should submit a request for professional leave on the school intranet system when requesting Association Leave under this provision.

10.08 ASSAULT LEAVE

A. "Assault" means the causing of physical harm to a teacher by any person when such teacher charges such person with an offense prohibited by Title Twenty-nine (29) of the Ohio Revised Code.

B. The procedure to be followed in cases of alleged assault on a bargaining unit member is:

1. The student in question will be immediately removed from the teacher's class until a conversation with administration takes place prior to him/her returning to class.

2. The bargaining unit member will:

a. Prepare an electronic written report on the Employee Physical Harm Form and send it simultaneously to the building Principal and the Central Administration Office before the end of the day or as soon as the employee is physically able. Such report shall contain all relevant facts and include the names of teachers, students and/or other persons who were witnesses or may have participated in

the attack. The Employee Physical Harm Form shall be available on the Staff Intranet;

b. Within 2 workdays of receipt of the Employee Physical Harm Form, the administration will contact the bargaining unit member in question to schedule a meeting at a mutually agreeable time. At said meeting, the administration and bargaining unit member will work together to determine a course of action that will result in the maximum educational benefit to the student while simultaneously ensuring the physical safety of the teacher in question;

C. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, Assault Leave shall be granted to a teacher who:

1. Is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault which is unprovoked, and

2. May file criminal charges against his/her assailant as soon as he/she is physically able after meeting with the Superintendent.

D. Assault Leave shall be granted for the period of the employee's physical disability or thirty (30) work days, whichever is less. Assault leave shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code. If the duration of the physical disability exceeds thirty (30) workdays, the employee may apply for an extension of Assault Leave, which will then be considered and acted upon by the Superintendent.

E. A teacher shall be granted Assault Leave according to the following rules:

1. The incident, resulting in the absence of the teacher, must have occurred during the course of employment with the Board, while on the Board premises, or at a Board approved or sponsored activity/event, or in the course of transporting pupils or material to or from said premises, activity, or event.

2. The Employee Physical Harm Form shall be available on the Staff Intranet.

3. To qualify for Assault Leave the teacher shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave.

4. A teacher shall not qualify for payment of Assault Leave until the Employee Physical Harm Leave Form and any requested physician's statement have been submitted to the Superintendent.

5. Teachers shall not be permitted to accrue Assault Leave.

6. Payment for Assault Leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault, and supplemental contracts will be prorated to amount of work completed.

7. Payment under this Section shall constitute the teacher's entire compensation from the Board during the period of physical disability minus Worker's Compensation or other disability-related compensation, during the allowable period of absence.

8. If legal action results from the situation in question, said employee will be granted leave of his/her professional duties with no loss of pay, personal leave, or sick leave for necessary time in court.

10.09 JURY DUTY

The Board of Education shall pay an employee his/her per diem rate while serving on jury duty. All compensation received for jury duty shall be signed over to the Board of Education. Jury Duty shall not be deducted from sick or personal leave. If an employee is summoned and reports for jury duty but does not serve that day, he/she is required to contact his/her immediate school supervisor. The building administrator will determine if the employee should report to work.

10.10 SABBATICAL AND STUDY LEAVE

A. Certificated teaching personnel with at least five (5) years of teaching service in the Firelands Schools may be granted a leave of absence for one (1) year of advanced professional study at a recognized college or university or other approved program of study upon meeting the following criteria:

   1. Application for the study leave shall be made no later than April 1 of the school year preceding the year for which the leave is sought. The request must include the following:

      a. A proposed program of unified college (graduate level) studies or independent study in an area related to professional education which is mutually agreed upon by the applicant and the Superintendent;

      b. A rationale indicating how the proposed program of study will benefit the individual in his/her area of teaching, and how the proposed program of study will benefit the Firelands School District.

      c. Any other materials the applicant wishes to submit.

   2. Certified/licensed personnel seeking such sabbatical or study leave are eligible to have same granted by the Board upon the recommendation of the Superintendent if the above criteria are met, and if no more than five percent (5%) of the certificated staff is on such leave at any one time. The Superintendent will advise the applicant of his/her recommendation regarding the leave prior to Board action. The applicant may confer with the Superintendent to discuss the basis for his/her recommendation and shall have the right to be accompanied by a representative of his/her choice at such meeting.

B. Tenure rights shall be preserved for personnel on sabbatical or study leave. The teacher may participate in the group insurance program, subject to the rules of the carrier, by requesting such in writing to the Treasurer and by submitting to the Treasurer a check by the first of each month to cover the full cost of the premium(s).

C. Obligations – Upon completion of leave, each grantee shall submit to the Superintendent, evidence of having completed the proposed plan of study. A written agreement signed by both parties shall stipulate the obligations and the privileges as set forth in this Section.

D. The Superintendent and Board agree to view each application on its own merits and to base their decision upon whether or not the proposed leave will benefit Firelands Schools.

E. Employees on professional study leave shall notify the superintendent in writing by April 1 preceding the year of their intended return.

10.11 FAMILY AND MEDICAL LEAVE (FMLA LEAVE)

A. A member of the bargaining unit who has been employed in the Firelands Local School District for at least twelve (12) months, and who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) months, is eligible for FMLA leave.

B. Leave under the FMLA guarantees the continuation of paid medical insurance during the period of the leave. (Employee must continue to pay their share of monthly premium.) A member of the bargaining unit who applies and is qualified may take up to twelve (12) weeks of FMLA leave in any twelve (12) month period. That twelve (12) month period begins the first day of the leave approved under the FMLA.

C. Leave under FMLA may be taken for the following reasons:

1. The birth of a child, and to care for the newborn child.

2. The placement with the employee of a child for adoption or foster care, and to care for the newly placed child.

3. To care for an immediate family member (spouse, child or parent) with a serious health condition.

4. When the employee is unable to work because of a serious health condition.

5. A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty, or has been notified of an impending call or order to active duty.

6. To care for a covered service member or veteran with a serious injury or illness incurred through the line of duty, if the employee is the spouse, child, parent, or next of kin of the service member.

D. Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement. Spouses employed by the same employer may be limited to a combined total of twelve (12) weeks for the birth or placement of a child.

E. If a bargaining unit member has accrued sick leave and the reason for the FMLA leave is a serious health condition or leave due to pregnancy as certified by their physician, they must use their accrued sick leave during their approved FMLA leave.

F. Application for leave under FMLA must be made thirty (30) days in advance when the need is foreseeable and as soon as practical when the need is not foreseeable.

G. Failure by the employee to apply for leave under FMLA does not prohibit the employer from placing the employee on FMLA leave when the employee is absent due to a covered reason.

H. Rules governing the eligibility and application of this Section will be those in the current FMLA, and the implementing policies adopted by the Board of Education.

10.12 UNPAID LEAVE

A. Teachers may be granted unpaid leave days upon request to the Superintendent and/or Designee.

B. Absence from school under circumstances other than those listed elsewhere in this Agreement, or as outlined in previously adopted Board of Education regulations, must be recommended by the Superintendent and approved by the Board of Education or designee. Upon approval, deductions in salary of the absent teacher will be calculated in the following manner:

1. The multiplier for determining per diem deductions for unpaid absences shall be the number of contract days. Contract days shall be defined as duty days as set forth in the adopted school calendar.

2. Salary deductions for any unpaid absence less than a full day shall be pro-rated as a fraction of a full day.

10.13 LEAVE FOR ELECTION TO POLITICAL OFFICE

A. Any bargaining unit member that is elected to political office that requires a leave of absence must submit a request for leave to the Board of Education by September 1 prior to the year of inauguration.

B. The leave of absence without pay shall be granted beginning either January 1 or at the semester break in January through the following January 1 or semester break in January.

C. Should the political office term be an office term that is more than one (1) year in length, the bargaining unit member must request the second year of mid-year leave by April 1 as outlined in Article 10, Section 10.01 (C) (4).

D. This leave will not be extended beyond two (2) years of leave per bargaining unit member. After the second year of leave, the bargaining unit member must determine whether he/she will remain in politics or return to teaching for the Board.

10.14 ABSENCE DAY RESERVE PLAN

A. If a bargaining unit member exhausts his/her sick leave accumulation and has requested and used catastrophic leave, another bargaining unit member may donate up to five (5) days of his/her accumulated sick leave to the absent teacher. The Superintendent may approve or deny the request pending receipt of a statement from a treating physician.

B. No bargaining unit member may receive more than an aggregate of thirty (30) donated or advanced sick leave days in any one (1) school year between the Association and the Board (i.e. the Board will advance the bargaining unit member 15 days and the Association members could donate the bargaining unit member 15 days).

C. In the following school year, a member shall be eligible to receive an additional fifteen (15) donated sick leave days should there be a need which is documented by a

statement from the treating physician that the member is unable to perform their job duties.

D. A bargaining unit member may not receive any additional donated sick leave beyond year two (2) until their sick leave accumulation has reached a positive balance and they qualify for and use Catastrophic Leave as outlined in Section 10.04 of the agreement.

E. A bargaining unit member shall initiate donation of sick days by completing a Donation of Sick Leave Form furnished by the Treasurer. Donated sick leave shall be posted as used.

F. To qualify for the Absence Day Reserve Plan, the bargaining unit member must submit a doctor's statement to the Treasurer certifying that the member is unable to work.

G. Donated sick leave days must be submitted to the Treasurer three (3) workdays prior to the need of the absent member. This requirement may be waived at the discretion of the Superintendent. However, any waiver decision by the Superintendent shall not set a precedent for future requests for waiver.

H. After three (3) unpaid days per contract year under this Article, the bargaining unit member may use donated sick leave.

I. Donated sick leave may not be used for severance pay or for repayment of advanced sick days due to catastrophic leave.

10.15 ABSENCE DAY RESERVE PROCEDURE

A. Any teacher in need of implementing the Absence Day Reserve Plan (Article X, Section 10.15) shall notify the FEA President.

B. The FEA President shall notify the FEA building representatives. The "Donation of Sick Leave Days" form can be located on the staff intranet.

C. The building representatives shall make the need known in their respective buildings.

D. Any teacher wishing to donate sick leave days shall complete the "Donation of Sick Leave Days" form, sign and date, and forward it to the Central Office.

E. Donated sick leave days shall be used in the order they are date stamped by the Central Office.

F. Any donated sick leave, that remains unused at the end of a school year, shall be returned to the donating teacher(s).

G. The Central Office shall inform the donating teacher of unused or returned donated sick leave by June 30th.

ARTICLE XI

COMMITTEES AND MEETINGS

11.01 ADVISORY COMMITTEES

A. Advisory committees, for the purpose of improving communications between the teaching staff and the administration, may be formed in each building when the need arises.

B. The respective building staffs should elect committee members.

11.02 DEPARTMENTAL AND GRADE/SUBJECT LEVEL MEETINGS

Meetings may be held as deemed necessary by the administration for the purpose of coordinating activities relevant to the effective and efficient operation of the department, subject, or grade level.

11.03 IAT, 504, MFE, OR SPECIAL EDUCATION MEETINGS

A. A minimum of three (3) work days notice (except in unforeseen emergency circumstances) must be given to members who are expected to attend IAT, MFE, IEP, 504, or Special Education related meetings.

B. Any bargaining unit member that attends an IEP or 504 meeting outside of the contractual work day will be compensated at the rate of eight dollars and seventy-five cents ($8.75) per quarter hour increment.

11.04 HEALTH CARE COMMITTEE

A. A committee of up to four (4) representatives from FEA, up to four (4) representatives from OAPSE, and up to four (4) representatives of the Board of Education shall be created.

B. The Health Care Committee shall annually elect a chairperson and recording secretary.

C. Regular minutes shall be kept and shared with all employees.

D. The Health Care Committee shall meet at least two (2) times per year. Additional meetings may be scheduled as needed.

E. The Health Care Committee shall regularly be provided with health insurance data members of the committee believe are needed for informed decision making. All information shared shall be in compliance with HIPPA regulations.

F. The Health Care Committee's responsibilities include the following:

1. Consider employee wellness and fitness options
2. Utilize consultants provided by LERC
3. Communicate general health care policies to all employees

G. On or before April 1st of each year, the Health Care Committee shall consider changes that will act to keep the rate of premium increase as low as possible.

H. All decisions shall be made by consensus and a report of these changes shall be submitted to the FEA President, the OAPSE President, and Board upon satisfaction for ratification. Changes shall be effective at the beginning of the program year.

I. If consensus cannot be reached, the Health Care Committee shall prepare a majority report and submit it to the FEA President, the OAPSE President, and the Superintendent for review. Majority report recommendations shall only be implemented through the collective bargaining process.

J. This committee does not have the authority to change, modify, or amend the negotiated agreements between parties, and is not responsible for determining methods of disbursement of benefits for association membership. Such matters are the responsibility of the individual associations via negotiations with the Board of Education.

11.05 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, professional development units, and/or other equivalent activities that are based on improving student achievement, pursuant to ORC 3319.22.

B. Composition

1. Three (3) teacher representatives shall be appointed by the FEA President's recommendation (one per building preferred).

2. Two (2) administrative representatives will be appointed by the Superintendent.

3. The appointed LPDC representatives shall elect a chair and one secretary from the FEA appointed membership.

C. Guidelines

1. The LPDC shall set and post their meeting dates and list of members in each building by September 15th.

2. The handbook developed by the LPDC, and amended as necessary, will serve as the governing document for the LPDC.

3. All decisions of the LPDC will be made by majority vote.

4. The handbook with any amendments is available on District electronic management system.

D. Compensation

1. Bargaining Unit Members will be paid per meeting attended, based on eleven (11) meetings per year.
2. Payments will be made bi-yearly; January and June.

11.06 STUDENT SERVICES COMMITTEE

A. A Student Services Committee divided by grade levels (K-5 and 6-12) shall be established. The Board of Education representatives shall include the Special Education Director, at least one (1) building administrator from the K-5 or 6-12 building

and one (1) other designee. FEA members shall include one (1) regular education teacher and one (1) intervention specialist from each of the following grade bands: K-3, 4-5, 6-8, 9-12 appointed by the FEA President. One additional FEA member may be selected for each committee. There will be a chairperson from the FEA members elected by the committee per building (K-5 and 6-12). A recorder for each meeting will be specified alternating between the Board and the FEA. All agendas will be sent out by the FEA Chairperson after collaboration with the committee.

B. The purpose of the Committee shall be to resolve current issues related to Student Services (Special/General Education) within the District, discuss current issues and trends in Education, track problems with behavior issues within the District, and ways to properly utilize support staff to the best advantage of the students.

C. The Committee shall meet no more than twelve (12) times per year at mutually agreeable times after the contractual work day.

D. Bargaining unit members on the committee shall be paid a stipend of the hourly rate as outlined in the Supplemental Salary schedule except the chairperson who shall be paid the aforementioned hourly rate and an additional stipend of $250.00. The hourly rate time sheets shall be paid when time sheets are turned in; the additional $250.00 stipend for the committee chairperson shall be paid upon completion of the duty at the end of the year.

E. Prior to May 1, the Superintendent may request a meeting with the Committee Chairperson to discuss an end of year report regarding recommended changes to the District's Education practices. Such recommendations may include, but are not limited to, changes in current practices, staff training related to Special Education and other Educational models, communication among the administration and staff, use of support staff, and consideration of Education models used in other Districts.

11.07 JOB AND SUPPLEMENTAL JOB DESCRIPTION COMMITTEE

A committee composed of Association designees appointed by the FEA President and Board designees appointed by the Superintendent shall be established to revise, evaluate, review, and create job descriptions and qualifications for existing and new job positions and supplemental positions. The committee shall submit its recommendations for these job descriptions as needed for Board approval.

11.08 GENERAL GUIDELINES FOR COMMITTEES

A. Any meetings for additional duty committees that take place in the month of August before the first contracted workday will be scheduled and the dates will be communicated to committee members prior to the end of the previous school year unless extenuating circumstances prohibit such.

B. Chairs for all committees contained in this agreement are responsible for the following tasks:

1. Create and share the agenda with committee members 24 hours prior to the meeting.

2. Create and share a summary of the meeting/meeting minutes with committee members within one week of the meeting.

3. Communicate committee business with all building/district staff.

4. Schedule meetings by September 15 for the school year.

5. Send an end of the year summary to Superintendent by the last teacher workday of the year or meet with the Superintendent.

6. Collaboratively establish goals for the committee and keep the committee focused on said goals.

ARTICLE XII

BOARD'S RIGHTS AND RESPONSIBILITIES

12.01 MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

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

12.02 EMPLOYMENT PRACTICES AND CONDITIONS

The Board agrees that it will not discriminate against any member of the bargaining unit because of membership or non-membership in the FEA or as a result of negotiations, complaint, or other proceedings under this document. Membership in the FEA will not be a condition of employment or continued employment and an employee's membership or non-membership in the FEA shall in no way affect the employee's status as an employee of the Board.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.01 DEFINITIONS

A. "Immediate Supervisor" shall mean the employee having immediate supervisory responsibility over the grievant.

B. "Grievance" shall mean a claim by a teacher that there has been a violation, misinterpretation or misapplication of the Professional Negotiations Agreement between the Association and the Board, unless otherwise set forth in the Agreement.

C. "Grievant" is defined as a teacher, group of teachers, or the Association initiating a grievance. When more than one (1) teacher is part of a grievance, the grievance shall be signed by a teacher or teachers representing the affected group. All teachers allegedly involved or the class shall be identified by name on the written grievance and shall be given written notice by the Administration of the filing of the grievance.

D. "Days" shall mean Monday through Friday, excluding holidays.

13.02 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

A. The grievant has the right to Association representation at all levels of the grievance procedure.

B. The purpose of these procedures is to secure equitable solutions to grievances at the lowest level by the administrator having authority to resolve the grievance. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

C. The Association has the right to be present for the adjustment of any and all grievances.

D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the grievance procedure.

13.03 TIME LIMITS

A. The number of days indicated at each step in the procedure shall be the maximum.

B. If grievant does not file a grievance in writing within twenty (20) days after occurrence of the act of conditions on which the grievance is based, then the grievance shall be considered waived.

C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.

D. Failure at any step of these procedures to communicate in writing the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand delivered, receipt shall be

acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver.

F. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year. During the summer months, either party may extend the time limits by no more than ten (10) days. These time limits may be extended further by agreement of both parties.

G. Hearings, up to and including Step 3, shall be scheduled by mutual agreement. Step 4 meetings shall be set by the arbitrator after consultation with the parties.

13.04 GRIEVANCE PROCEDURE STEPS

A. Informal Procedure:

A grievance, except as indicated, shall first be discussed with the principal or immediate supervisor in an attempt to resolve the problem.

B. Formal Procedure:

1. Step (1):

If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further, by submitting a completed Grievance Report Form, Step 1, in duplicate. Copies of this form shall be submitted by the grievant to the principal. Within five (5) days of receipt of the Grievance Report Form, the principal shall meet with the grievant. The principal shall write a disposition of the grievance within three (3) days after such meetings by completing Step 1 of the Grievance Report Form and returning a copy to the grievant and the Superintendent.

2. Step (2):

If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall within five (5) days complete Grievance Report Form, Step 2 and submit it to the Superintendent or his/her designee. Within five (5) school days of receipt of the Grievance Form, the Superintendent or his/her designee shall meet with the grievant. Within three (3) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Step 2, forwarding a copy to the grievant and the principal.

3. Step (3):

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant; or if no disposition has been made within the above stated time limitations, the grievant shall notify the Superintendent that the grievance is being appealed to Step 3. Such written notice must be filed with the Superintendent within five (5) days from the date the written disposition was given or should have been given in Step 2. If such written notice of appeal is not given within the foregoing time limit, the grievance shall be considered waived and further action barred. The Superintendent has five (5) days to notify the grievant whether or not he/she wishes to proceed with mediation under Step 3 of the grievance procedure. If both parties agree to move forward with Step 3 of the grievance procedure, FMCS shall be contacted and a mediation session will be scheduled at the earliest available date with the affected parties of the Association along with representation, the affected parties of the Board along with the Superintendent and/or designee,

and a mediator from FMCS to try to work out an amenable resolution to the grievance. If both parties do not agree to mediation with FMCS over the grievance issue, Step 3 will be waived and the parties will immediately proceed to Step 4 of the grievance procedure. If no amenable resolution is reached in mediation, the grievance will proceed to step 4 of the grievance procedure.

4. Step (4):

Arbitration: If the grievant is not satisfied with the resolution made by the Board of Education in Step 3, the employee(s) may, within five (5) working days of receipt of such written response, provide written notice to the Treasurer of the Board of Education that the grievance shall be submitted to arbitration.

The arbitrator shall be selected from a list of nine (9) names submitted by the American Arbitration Association. Either party may request a second list of nine (9) names. The employee(s) and/or his/her representative, with the Superintendent and/or his/her designee, shall strike names alternately until one remains who shall be the arbitrator.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself or herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

The ruling of the arbitrator shall be made in writing to the grievant(s) and the Superintendent, and shall be binding on the grievant, the Association, and the Board to the limit of the grievance as stated.

Expenses of the arbitration, including the fee of the arbitrator and the American Arbitration Association, shall be borne by the losing party. The arbitrator will be requested to specify who is the loser.

In the event of the decision of the arbitrator amounts to a compromise between the positions of the parties, then the parties shall share the above-enumerated expenses equally.

13.05 MISCELLANEOUS

A. Nothing contained in this procedure shall be construed as limiting the individual right of a certificated employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

B. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment, or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedures by reason of such participation.

C. A grievance may be withdrawn at any step without prejudice. If a grievance is withdrawn without prejudice, it will not be refiled again regardless if it is within the timelines outlined in the Grievance Procedure in Article XIII.

ARTICLE XIV

PROFESSIONAL COMPENSATION

14.01 CONDITIONS AND INTERPRETATION OF TEACHERS' SALARY SCHEDULE

A. Teachers employed in the Firelands Local Schools must comply with teacher certification/licensure laws and regulations of the Office of Certification/Licensure of the Department of Education of the State of Ohio and the policies and procedures of the Firelands Professional Development Committee.

B. Reclassification because of additional professional training will be made effective with the start of the contract year with submission of proper supporting evidence by August 31 and effective at the beginning of the second semester upon submission of supporting evidence by January 15th. All graduate classes must align to the member's IPDP or District goals and be pre-approved by the LPDC Committee, Superintendent or Designee. No more than nine (9) graduate hours will be approved per semester for reclassification. In addition, and in accordance with the Ohio State Board of Education, the District will not accept any credits from the Albion Center affiliated with Idaho State University or any others that apply. Supporting evidence of this additional training shall be an official college transcript or grade record. If supporting evidence is submitted to the Superintendent's office two (2) weeks before the first pay of the school year, the additional compensation will begin with the first full pay of the school year.

C. For new employees to the District, records of all previous teaching experience and transcripts of all educational training must be on file with the Superintendent before salary payment is made to the new employee.

D. Full credit up to five (5) years shall be given for military service in the armed forces or auxiliaries thereof of the United States, as defined in Section 3317.13 of the Revised Code. One (1) year of military service shall be twelve (12) months of continuous active military service except that a partial year of continuous active military service of eight (8) months or more shall be counted as a full year.

E. College teaching experience will not be allowed for placement on the salary schedule. Persons receiving credit for college teaching experience at the time of adoption of this salary schedule shall continue to receive allowance for the experience as already granted for placement on the schedule.

F. One (1) year of teaching experience shall be a minimum of one hundred twenty (120) days of classroom teaching under contract in one (1) school year. Day to day substitute teaching shall not count towards the one hundred twenty (120) days.

G. The Association agrees it is acceptable to place people beyond step ten (10) on the salary schedule under the following circumstances:

   1. Multiple attempts are made to find teachers for difficult to fill positions;

   2. No candidates are able to be found other than those with higher level experience

H. All certified staff are required to attend up to three hundred sixty (360) minutes of staff meetings throughout the year. Teachers that are absent during a staff meeting must coordinate with their administrator to receive missed content and schedule make up time. Teachers shall be given written notice of at least fourteen (14) calendar days prior to the day of the building staff meeting, except in the case of an emergency.

14.02 PAY PROCEDURES

A. Teachers' salaries are paid over a twenty-four (24) pay, biweekly plan. All salaries and wages will be paid by direct deposit to the participating Federal Reserve financial institution of his/her choice twice a month on or before the 10th and the 25th of each month.

B. Direct deposit notices with an itemized statement of wages, salary and deductions, will be distributed electronically a minimum of one (1) day prior to payday.

C. Teachers' retirement, federal income tax, and other deductions are made according to legal status.

D. The multiplier for determining per diem deductions for absence shall be the number of contract days. Contract days shall be defined as duty days as set forth in the adopted school calendar.

E. Compensation for fall or full year supplementals shall be spread over the length of the teaching contract or received upon completion of the duty. Arrangements for payment shall be made with the Treasurer. All winter or spring supplementals will be paid at the completion of duty.

F. Questions regarding pay should be directed to the Treasurer/Designee.

G. In the event of an overpayment error, the Treasurer, the employee, and the FEA President or his/her designee (bargaining unit member) will work together to develop a repayment plan. Where feasible, repayment will be completed prior to the end of payment of the employee's current teaching contract. The repayment plan may be extended to twelve (12) months from the date of discovery if the amount of the repayment is greater than five percent (5%) of the employee's base salary.

   In the event an underpayment of fifty dollars ($50.00) or more has been discovered and verified, a separate check (with appropriate deductions) will be issued within two (2) weeks. Errors of less than fifty dollars ($50.00) will be processed with the next regularly scheduled pay not yet processed.

14.03 PAYROLL DEDUCTIONS

A. Authorized deductions include:

1. Federal, State, City and School District income taxes
2. Medicare deductions as required by law
3. State retirement
4. Board provided insurances as authorized by the employee
5. Professional dues as authorized by the employee
6. United Way contributions as authorized by the employee
7. Credit Union deductions as authorized by the employee
8. The Ohio Fund
9. Tax-sheltered annuity payments as authorized by the employee
10. U.S. Savings Bonds deducted from twenty-four (24) pays purchased monthly. Monthly deductions must equal the purchase price of a bond
11. Ohio Deferred Compensation Plan deductions (457 Plan)
12. Firelands Schools Endowment Fund deductions
13. Roth 403(b) payments as authorized by the employee

B. Employees desiring to place a portion of their earnings into a tax-sheltered annuity or the Ohio Deferred Compensation Plan shall advise the Treasurer of the Board of Education in writing.

The signed Salary Reduction Form must be submitted to the Treasurer's office. Annuity deductions will begin with the first pay of the following month and the deductions for the Ohio Deferred Compensation Plan will begin with the first pay after the required 31-day waiting period.

All contracts will remain in effect until canceled in writing. Teachers must request the proper deduction forms from their annuity company. Forms for the Ohio Deferred Compensation Plan are available in the Treasurer's office.

C. The Firelands Board of Education will make the necessary provisions so that employees may exercise their option of purchasing tax-sheltered annuities with one (1) of the companies presently holding a contract with the Firelands Board of Education. Any company with no participants will be removed from the list. Additional companies will be accepted if three (3) or more employees sign contracts for said annuity companies and the annuity company agrees to abide by the Firelands 403(b) agreement.

D. The Treasurer shall send notice to a teacher specifying any changes to be made in deductions from that teacher's salary. Usual adjustments in deductions made at the start of a contract year in order to comply with negotiated contract agreements shall be excluded from this requirement.

E. An itemized statement of wages or salary and deductions shall accompany each paycheck.

F. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.

G. A list of current Tax-sheltered Annuity Companies will be maintained by the Treasurer's Office.

Bimonthly payments will be made to annuity companies billing bimonthly.

14.04 INCLUSIVE PAY FOR BASE SALARY

The base schedule includes payment for the following:

One hundred seventy eight (178) days including:

A. Eleven and one half (11.5) flexible work hours (a total of one and one half (1.5) days) before students begin the school year, for teacher preparation beginning the second Wednesday in August;

B. Two (2) work days for in-service days;

C. One quarter (1/4) teacher work day (2 hours) for attending Commencement (mandatory for all certified staff), provided that the graduation ceremony does not take place the

Friday, Saturday, or Sunday of Memorial Day Weekend. In case of a rainout, teachers are not required to attend;

D. One quarter (1/4) teacher work day (2 hours) for attending Open House;

E. The equivalent of one (1) day for Fall conferences;

F. One-half (1/2) teacher work day after students complete the school year;

G. One-half (1/2) teacher work day for Spring conferences;

H. In the event of an unforeseen circumstance, the calendar may be adjusted with agreement of the Association and the Board via Letter of Agreement or Memorandum of Understanding.

I. If more than six (6) teacher work days are lost due to inclement weather or other calamity, all additional days/hours will be required to be made up to fulfill staff contracts. Bargaining unit members may be required to work on days where school is cancelled due to extreme cold or heat. The Superintendent will seek input from the Association President regarding the scheduling of make-up days/hours.

14.05 SEVERANCE PAY

A. Upon retirement or death during service, persons who have been in the employ of the Firelands Board of Education for a minimum of five (5) years will be paid for one-fourth (1/4) of their unused accumulated sick leave for a maximum of eighty (80) days paid.

1. Additional severance days will be earned as follows:
    a) With 321-330 sick days, one (1) extra severance days earned;
    b) With 331-340 sick days, two (2) extra severance days earned;
    c) With 341-350 sick days, three (3) extra severance days earned;
    d) With 351-360 sick days, four (4) extra severance days earned;
    e) With 360+ sick days, five (5) extra severance days earned.

2. Employees that have been employed by the Firelands Local Schools for 25+ years will receive an additional five (5) days of severance pay.

3. Retirement Incentive

    a) If a bargaining unit member retires the first year eligible with STRS full benefits and the bargaining unit member has been employed by the District for a minimum of fifteen (15) years, the member will be paid a total of one-third (1/3) of his/her unused accumulated sick leave for a maximum of one hundred six (106) days;

    b) The District Treasurer must be provided the documentation of the number of years of service credit from STRS in which they plan to retire by February 1;

    c) This incentive applies only one (1) time for the first year eligible for full credit service retirement; and

d) The retiree will still be eligible for those severance items outlined in 14.05 (A) sections (1) and (2).

B. Days allowable for payment will be figured by dividing the employee's unused accumulated sick leave, as recorded by the Treasurer, by four (4). (Example, 85 unused, accumulated sick days at retirement divided by 4 = 21.25 days of severance pay OR A 27-year veteran teacher with 351 unused, accumulated sick days at retirement divided by 4 = 87.75 so they earn 80 days of severance plus 4 additional days for having 351 sick days accrued plus 5 additional days for being a 27 year employee which equals 89 total severance days paid.)

In accordance with Section 10.03, unused sick leave may be accrued up to four hundred (400) days for purposes of severance pay.

C. Payment will be based on the employee's average daily rate of pay for the last full year of regular employment.

D. In order to be eligible for severance pay, a person must be an employee of the Firelands Board of Education at the time of retirement or death during service.

E. The Treasurer will make severance payment within one (1) year of employee's retirement, but not prior to January 1 following employee's retirement, unless the retiree is entitled to five thousand dollars ($5000) or less in severance, at which time a check will be issued at the time of retirement to that retiree upon request. The employee must furnish documentation that he/she has been accepted for retirement by either STRS or SERS before the payment is issued.

F. A severance payment shall be made only once to a teacher upon retirement and will eliminate all sick leave accrued by the teacher.

14.06 SEVERANCE PAY DEFERRAL PLAN

A. The Board shall adopt a Severance Pay Deferral Plan that will provide for the deferral of an eligible employee's "Net Severance Pay" (as defined below) by having it mandatorily paid by the Board directly into an annuity contract or custodial account agreement that is designed to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"). For purposes of this Agreement, a retiring teacher's "Net Severance Pay" is equal to (i) the teacher's severance pay under Section 14.05 of this Agreement. Notwithstanding anything in this Agreement or Board policy to the contrary, the terms of the Severance Pay Deferral Plan (the "403(b) Plan") shall comply with the requirements of this Section 14.06.

B. Although any retiree may participate in the Severance Pay Deferral Plan, participation in the 403(b) Plan shall be mandatory for any teacher who meets all of the following requirements:

1. The teacher is hired after August 1, 2005.

2. The teacher retires and is thereby entitled to Net Severance Pay pursuant to the provisions of Sections 14.05 of this Agreement.

C. The terms of the 403(b) Plan shall include the following:

1. If a retiring teacher is a participant in the 403(b) Plan, in lieu of the teacher receiving a cash payment on his or her Net Severance Pay, an employer contribution shall be made on his or her behalf under the 403(b) Plan, in an amount equal to his or her Net Severance Pay.

2. Payments shall be made to the 403(b) Plan within the time frames described in Section 14.05 of this Agreement regarding the payment of severance pay; provided, however, if the payment amount for any calendar year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over to the subsequent year and then paid into the 403(b) Plan. If there is still any excess severance remaining after the contribution in the next calendar year, it will be paid in cash to the retired employee.

3. The Treasurer shall be the administrator of the 403(b) Plan, unless the Board delegates administration to a third party administrator. The 403(b) Plan administrator shall be permitted to administer, interpret and operate the plan as the Plan administrator shall deem necessary for compliance with IRC Section 403(b) and applicable regulations (including proposed regulations) and rulings there under.

D. A teacher who is a participant in the 403(b) Plan shall designate as the recipient of the employer contribution of Net Severance Pay, an annuity company or custodial account that is designed to comply with the requirements of IRC Section (403(b) (a "403(b) Contract"). The teacher may select the 403(b) Contract from any provider whose 403(b) Contracts are made available to employees of the School District, pursuant to applicable Board policies and procedures that are in effect at the time of the employee's retirement. No contributions shall be paid by the Board to a 403(b) Contract provider unless, and until, the retiring teacher has completed any 403(b) Contract provider enrollment forms or other legal documents that will establish the 403(b) Contract with the provider. 403(b) Contracts shall be individual contracts owned by the 403(b) plan participants. However, the Board, in its sole discretion, may offer one or more group 403(b) Contracts to participants.

E. If a teacher retires, who is entitled to have a contribution of his/her Net Severance Pay made directly to a 403(b) Contract, but dies prior to such contribution being paid to the 403(b) Contract, the contribution shall nevertheless be paid to the 403(b) Contract, and then be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Contract.

F. If a teacher is entitled to Net Severance Pay and is not a participant in the 403(b) Plan, that teacher will be eligible to receive in cash, any and all Net Severance Pay that the retiree is entitled to in accordance with Section 14.05 of this Agreement. The teacher may elect to defer any such payments to a 403(b) Contract, if it is permissible to do so under applicable law and Board policy.

G. All contributions to 403(b) Contracts shall be subject to reduction for any required tax withholding or any other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board, nor the FEA, guarantee any investment or tax results associated with the 403(b) Plan or elective deferrals that are made by a retiring teacher to a 403(b) Contract.

14.07 EARLY RETIREMENT NOTICE STIPEND

A. Bargaining unit members who are eligible for severance pay under this Article may earn a one-time one thousand ($1,000) incentive by providing an irrevocable written

notification to the Superintendent by February 1 of his/her intent to retire at the end of the school year.

B. Payment of this stipend shall be by the first pay transmittal in April.

C. Members who are under retire/rehire are not eligible for this incentive.

D. This provision shall expire and be removed from the Negotiated Agreement at midnight on July 31, 2029 unless renegotiated for a successor agreement.

ARTICLE XV

TEACHER SALARY SCHEDULE, INSURANCE PROGRAM, DIFFERENTIALS, SUPPLEMENTALS

15.01 SALARY SCHEDULES

The salary schedules (Appendix C) effective August 1, 2026, 2027, 2028 shall be attached to the end of this Agreement and shall include the following salary increases:

2026-2027	3.0%
2027-2028	2.5%
2028-2029	2.0%

Bargaining unit members shall receive experience step increases in accordance with the negotiated agreement.

15.02 Column Stipend

A. Beginning August 1, 2020, every bargaining unit member that has earned MA+30 or higher will earn an additional seven hundred fifty dollars ($750) per year payable one time per year on the first pay date in December.

B. For every additional six (6) semester hours earned after August 1, 2020 (up to twelve [12] semester hours) accrued beyond MA+24, a bargaining unit member will receive an additional seven hundred fifty dollars ($750) per year on the first pay date in December.

C. Hours must be submitted by September 30 of each school year for reimbursement beginning the following school year.

D. This payment will be for a maximum of one thousand five hundred dollars ($1,500) per year per member for a total of twelve (12) hours over MA+24 (MA+36 or higher).

E. For new semester hours accrued after August 1, 2020, members shall receive tuition reimbursement in that school year and shall begin receiving the Column Stipend of seven hundred fifty dollars ($750) the following school year on the first pay date in December.

15.03 HOSPITALIZATION AND PRESCRIPTION

A. Hospitalization is viewed as a protective device, which will prevent an employee from encountering undue financial hardships.

B. The hospitalization plan carried by the Board of Education shall be the Lake Erie Regional Council Employee Protection Plan (“LERCEPP”), Integrated with Wellness. The plan shall include three (3) choices: PPO2, CDHP, and Minimum Value for the Affordable Care Act. Plan benefits are described in the Firelands Health Plan Document on file with LERCEPP.

The basic HSA Plan account payment shall be paid annually.

C. For the purposes of the hospitalization plan, the following definitions will be observed:

1. A regular full-time employee is an employee who works thirty (30) hours or more per week for thirty-six (36) weeks or more per year.

2. A regular part-time employee is an employee who works at least fifteen (15) hours per week for thirty-six (36) weeks or more per year.

D. Only regular full-time and regular part-time employees as defined in Section 15.03, 3, above will be eligible for hospitalization according to the rules and regulations for eligibility as detailed elsewhere in these policies, rules and regulations. All other employees, including employees working less than fifteen (15) hours per week and substitute employees, are not eligible for participation in the local plan.

E. All eligible new hires choosing hospitalization and prescription insurance become covered under the plan on the 1st day of the month following thirty (30) calendar days or two (2) pays, whichever one happens first.

F. The licensed staff member will pay a portion of the monthly premium for an employee choosing single or family coverage. In choosing either single or family coverage, the employee hereby authorizes the Treasurer to deduct through payroll deduction his/her appropriate share of the monthly premium. Premium deduction for single or family coverage shall be 20% (minus 5% for Wellness Incentive Plan = 15% for the duration of the contract).

The Wellness Incentive Plan of five percent (5%) will be given to all employees who meet the requirements of the plan. Anyone not meeting the wellness requirements by April 30 will have the five percent (5%) withheld from their pay the following school year, beginning on the September 10th pay. If you retire or resign from the district, the five percent (5%) will be deducted from your final paycheck.

Staff members who are hired or go onto the insurance after November 1 will not be required to meet the wellness plan requirements until the following year.

G. The eligible part-time regular employee must pay by payroll deduction fifty percent (50%) of the cost of the Family Plan or Single Plan.

H. Married employees within the District or LERC will not be permitted to enroll in multiple plans.

I. Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan that costs no more than 50% of the premium cost for the lowest cost plan, must enroll in that coverage and the District Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to notify the Treasurer's Office through the District's online portal immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business or organization if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business or organization unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 50% of the premium cost. If your spouse is self-employed or an

independent contractor that offers health insurance to their employees, they must take that coverage.

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

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

In addition to the above, in the event that two married individuals BOTH work for school districts that are members of LERC, such individuals shall be subject to a special working spouse rule. Only one member of the marriage may elect family coverage under a district health plan and, in such event, that individual's spouse shall not be eligible to elect any coverage under his/her district's health plan (and shall be a dependent under the elected family coverage). The married couple shall have the right to determine under which district's health plan it will have family coverage. If single coverage is elected by one of the married individuals, the spouse may NOT elect family coverage but may elect single coverage at his/her district (or waive such coverage).

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business or organization) sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group medical/ prescription drug insurance coverage under the Plan. If you submit false information you may be subject to disciplinary action up to and including termination of employment.

Anyone who is enrolled in the plan on June 30, 2026 whose spouse is removed from the plan due to the adoption of this language will receive a monthly insurance stipend of $125.00 through the end of this contract.

This language to take effect January 1, 2027.

J. Each employee shall be required to complete an Insurance Update Form annually or semi-annually, or at other times as necessary to protect the interests of the Board and employees to determine eligibility for hospitalization through the chosen online platform of LERC.

K. Upon a qualifying event (change in spousal insurance coverage, birth of a child, marriage), it is the responsibility of the employee to update their change in status through the online platform of LERC.

L. Coverage for employees, who either resign, are terminated, or retire, will terminate at the end of the month of the effective date of such resignation, termination, or retirement.

M. The Firelands Local Board of Education, at its discretion, may seek specifications and quotations from other companies and change companies if the new coverage is equal to or superior to the existing coverage.

N. The enrollment period(s) established by the current carrier shall be complied with.

O. All Board of Education provisions of Employee Hospitalization Plan, rules, and regulations in effect on the date of this Agreement, and not changed by the foregoing provisions, remain in effect. Any policies, rules, and regulations of the Board of Education in conflict with the foregoing policies, rules, and regulations are hereby repealed.

15.04 HEALTH INSURANCE OPT-OUT COMPENSATION PLAN

A. Current full-time employees who carry Health/Prescription coverage provided by the Firelands Board of Education and who have carried coverage for a minimum of the past ten (10 months) may elect to opt-out of the District Health/Prescription Plan effective September 1st and shall then be eligible for a cash payment in lieu of coverage.

B. Annual payments shall be as follows:

For one (1) through nine (9) members who take the plan (as of August 1 of each year):

$2,000 for any employee currently carrying family coverage
$1,000 for any employee currently carrying single coverage
$1,000 for any employee currently carrying family coverage who opts to only carry single coverage

For ten (10) or more members who take the plan (as of August 1 of each year):

$4000 for any employee currently carrying family coverage
$2000 for any employee currently carrying single coverage
$2000 for any employee currently carrying family coverage who opts to only carry single coverage

C. Such payments, in lieu of participation, shall be calculated and paid out twice monthly in the regular pay check distributions in twenty four equal installments for the year the bargaining unit member is opting out, and shall not be subject to STRS contributions but shall be subject to all other applicable taxes. Said opt out payments shall be listed as a separate line item on the pay statements.

D. Election to the Opt-Out Plan shall be made in writing to the Treasurer no later than July 31st each year. If an employee who was previously on the Opt-Out Plan does not enroll in the District Health/Prescription, Dental and Vision Plan during the open enrollment period, they will be automatically included in the Opt-Out Plan the following year.

E. Any employee, who has elected to participate in the Opt-Out Plan and then loses coverage due to divorce, death, job loss, layoff, or any event outside the employee's control, shall be provided insurance coverage per Section 15.03 upon written notification to the Treasurer. The opt-out compensation shall be pro-rated for those employees who need to elect coverage mid-year due to the above conditions.

F. When both spouses are employed by Firelands Schools, switching family coverage from one spouse to the other does not constitute opting out of coverage and therefore no payment shall be made in lieu of coverage.

G. All employees who opt-out of insurance must provide proof to the District indicating they have healthcare coverage.

H. If there is a break in service, unless the person is paying COBRA, he/she is not eligible for the Health Insurance Opt-out Plan.

I. Retire/rehire employees are not eligible for the Health Insurance Opt-out Plan.

15.05 SECTION 125 FLEX SPENDING (FSA) PLAN

A. The Board shall establish a "Section 125 Plan" (Available Jan 1-Dec 31) that is designed to provide that employees who must make employee contributions for health care coverage will do so, on a pre-tax basis. Flexible spending accounts allow employees to pay for certain eligible health care and dependent care expenses with pre-tax dollars. Flexible spending accounts will be available to all employees.

B. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, the "Plan Year" of the Section 125 Plan shall coincide with the annual open enrollment period that applies under the health care plan of the School District; and on an annual basis, employees who elect to be covered under the health care plan of the School District shall be automatically deemed to be enrolled in the Section 125 Plan and to have elected to have their required employee contributions for health care coverage deducted from their compensation on a pre-tax basis. An employee's deemed election to participate in the Section 125 Plan may not be revoked during a Plan Year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, or other enrollment rights consistent with federal law). To the extent required for compliance with IRC Section 125, the Board will provide for restrictions on the timing of the benefit elections of employees and dependents under the health care plans of the School District. Details of the Section 125 Plan will be provided at the time of an employee's initial enrollment in the plan and on an annual basis. Plan details will also be available through the Treasurer's office.

15.06 DENTAL INSURANCE

A. The Board shall provide dental insurance coverage for its full-time employees as outlined in the District health plan booklet.

B. The definitions of full-time employees are found in Section 15.03, 3, of the current Professional Negotiations Agreement.

C. All eligible new hires become covered under the dental plan on the 1st day of the month following thirty (30) calendar days.

D. Part-time employees as defined in Article 15.03 (C) (2) may purchase dental insurance at 100% of the cost.

15.07 LIFE INSURANCE

The Board shall provide each teacher with a seventy-five thousand dollar ($75,000) term life insurance policy. The Firelands Local Board of Education will select the insurance company to provide this coverage.

15.08 VISION CARE

A. The Board shall provide for all regular full-time certified/licensed employees a vision care plan as outlined in the District health plan booklet.

B. All eligible new hires become covered under the vision plan on the 1st day of the month following thirty (30) calendar days.

C. Part-time employees as defined in Article 15.03 (C)(2) may purchase vision insurance at 100% of the cost.

15.09 LIABILITY INSURANCE

The Board, at its discretion, may purchase liability insurance for its employees.

15.10 ADDITIONAL DUTY

A. Additional duties are not duties such as lesson planning, class organization, record keeping, examining papers connected with classroom instruction, or planning and organization of extra classroom activities.

B. Additional duties must require time outside regular school hours to receive additional pay.

C. The assignment of additional duties is at the discretion of the Board of Education.

D. Additional duty assignments shall be compensated at thirty-five dollars ($35) per hour.

E. Additional duty assignments may be made at any time during the year as the need arises.

F. Acceptance of additional duty assignments by teachers shall be voluntary.

G. Instructional duties assigned outside of the contractual work day (Wilson/ELL only) will be paid at their hourly rate.

15.11 SUPPLEMENTALS (SEE APPENDIX B)

A. **Supplemental Positions and Salary**

1. Employees in the bargaining unit assigned supplemental duties shall be issued written supplemental contracts in addition to his/her regular contracts. Compensation for supplemental contracts shall be in accordance with the Supplemental Pay Scale attached hereto as Appendix B.

2. Compensation for fall or full year supplementals shall be spread over the length of the teaching contract, may request to be paid half at the end of each semester (for full year supplementals), or received upon completion of the duty. Arrangements for

payment shall be made with the Treasurer. All winter or spring supplementals will be paid at the completion of duty.

3. Experience outside the Firelands Schools may be counted for placement on the schedule.

4. All supplemental postings shall be included in the supplemental salary schedule and shall be listed as percentages on the base salary with increments for experience. Levels 12 through 16 of the supplemental salary schedule shall be an exception to this rule and shall be set dollar amounts.

5. Adjustments to the supplemental salary schedule must be submitted to negotiations by either the Board or the Association.

6. All work related to supplementals are to be done outside of student instructional time/periods.

B. **Posting of Supplemental Positions**

1. Postings for all supplemental positions shall list:

   a. The duration of the contract
   b. The title of the position
   c. The amount of compensation per Appendix I of the Negotiated Agreement
   d. All qualifications as approved on Board adopted job descriptions required for the position.

2. Positions will be posted internally for not less than five (5) work days.

3. Bargaining unit members who apply for open supplemental positions will be granted an interview. The position shall be awarded to the most qualified applicant as determined by the interview.

4. All applicants will be notified, in writing, of acceptance or non-acceptance for the position. Bargaining unit members will be given first consideration.

C. **Evaluation and Re-Employment**

1. Employees shall be evaluated for their supplemental positions within ten (10) days of completion of duty in accordance with Appendix L. Evaluations of all coaches will occur ten (10) days following the varsity season banquet or the completion of the season, whichever is later.

2. Based upon a satisfactory evaluation, the Board shall re-employ a teacher in a supplemental position if that position is re-established for the following year without following the posting requirements in Section 15.11, B. Teachers will be notified of re-employment within ten (10) workdays of the evaluation.

3. In considering re-employment of a supplemental contract, an effort shall be made by the immediate supervisor to advise the teacher of his/her shortcomings so that he/she will have an opportunity to correct them.

4. An employee's performance in a supplemental contract position shall not be included in or impact the evaluation of a regular teaching contract.

5. Any bargaining unit member who will not be re-hired shall receive written notification within ten (10) workdays of the supplemental evaluation.

D. **New Supplemental Position Requests**

1. Consideration for new supplemental positions will be considered by the Superintendent at the request of the Association. If the position is an athletic position, the request shall start with the Athletic Director and proceed to the Superintendent, and then the Board of Education. All other positions shall start with the building principal, then to the Superintendent, and then the Board of Education.

2. Requests for consideration of new supplemental positions shall be submitted in writing on the appropriate form submitted to the Association President and shall include suggested salary placement. This does not apply to after school clubs. (Form can be found on Staff Intranet)

3. When the head coach, Athletic Director, and administration agree that additional staff is needed for safety and supervision of the athletes, the recommendation for additional personnel will go to the Superintendent.

E. **Longevity**

1. A bargaining unit member who holds a supplemental contract, and which only includes years served in Firelands Local Schools, shall receive a longevity stipend as follows:

- years 7-8-9 10% of supplemental salary
- years 10-11-12 15% of supplemental salary
- years 13-14-15 17% of supplemental salary
- years 16-19 20% of supplemental salary
- 20+ 23% of supplemental salary

2. Determination of the number of years shall include non-consecutive years in the same sports program or supplemental position.

F. **Supplemental Hours**

Bargaining unit members who hold a supplemental contract within Firelands Local School District requiring the supervision of students after school shall be permitted to leave at the end of the student school day for the purpose of commencing supplemental duties with the exception of those days when scheduled staff meetings occur.

15.12 EXTENDED SERVICE

A. Extended service, unless otherwise indicated, is defined as time before the opening date of school and for time after the closing date of school. The Superintendent sets the time when the extended time is served.

B. The amount of time or the type of duty that may require extended service is under the discretion of the Superintendent and the Board of Education.

C. Extended service is granted because there are duties that cannot be completed during the regular school year, therefore no personal leave or sick leave shall be used on extended service days. Extended service days must be worked in order to be paid.

All Extended Time (Guidance, Vocational Agriculture, Vocational Home Economics), when approved by the Board of Education, will be paid 2.5% of the base salary for each week of full-time extended duty authorized by the Board of Education.

15.13 PERIOD SUBSTITUTIONS AND STUDENT COVERAGE BEYOND WORKDAY

A. **Substitution Duty**

1. Every reasonable effort will be made to secure a regular substitute before a regular teacher is requested to serve as a substitute.

2. A teacher will not be reassigned to substitute when such action would result in the assigned teacher's class being vacant or being filled by a substitute.

3. Volunteers shall be requested first before teachers may be assigned to substitute duty. If no volunteers, teachers will be assigned substitution duty on a rotating basis.

4. Teachers shall be compensated at the rate of eight dollars and seventy-five cents ($8.75) per fifteen (15) minute increments for substitution duty. Teachers may be used to cover classes in whole or in part.

B. **Reassignment of Students**

Reassignment of students may only occur when no substitute is available and when the Administration's only option is to utilize staff for substitution.

C. **Bus Duty**

Teachers who are assigned outside of the building bus duty to ensure student safety on/off buses shall be compensated at the rate of eight dollars and seventy-five cents ($8.75) per fifteen (15) minute increments rounded to the nearest fifteen minute (15) increment for covering this duty. Compensation shall be made for time on duty outside of the contractual work day that is submitted to the treasurer on a timesheet that shall be paid twice yearly, once in January and once in June. Time sheets must be submitted in the school year in which they were worked and be signed by the building administrator within twenty-four (24) hours of time worked.

15.14 WORK DAY

A. The normal workday for teachers shall not exceed 7.75 hours. This 7.75 hour limit shall not include time spent for after school functions (open house, field trips, meetings, etc.).

B. Teachers in grades 6-12 shall receive a minimum planning time per week equal to one (1) class period each day during student contact time.

C. Teachers in grade K-5 shall receive a minimum of two hundred forty (240) minutes per week for planning during the student contact time. Forty of these minutes shall be in two (2) twenty (20) minute uninterrupted blocks per week.

D. Teachers in the areas of special instruction of music, art, computer and physical education shall be used to provide planning time for the regular classroom teacher. Elementary classroom teachers may leave the classroom during scheduled visits by

specialist teachers after the two (2) teachers have communicated with each other to ensure teaching continuity in the classroom.

E. Teachers assigned to teach in FES and FMS/FHS will be given ten (10) minutes of travel time between buildings. Staff assigned to teach classes across grades 6-12 will not receive travel time. If not having travel time is problematic, the building principal will work with the member to make accommodations.

F. Teachers may close grades forty-eight (48) hours before the end of a grading period to prepare grades. Teachers shall have a minimum of forty-eight (48) hours (two (2) school days) after the close of a grading period to turn in their grades. IEP progress reports are to be shared with families within seven (7) calendar days after grades are due. The deadline shall be at the end of the school day. The only exception shall be that the due date for the final grades of the school year shall be assigned by the building principal.

G. Gifted Intervention Specialists may receive two (2) days of professional leave for the purpose of writing WEPs. Intervention Specialists may receive the following:

TOTAL STUDENTS SERVED	**TOTAL DAYS**
1-8 Students	2 SpEd Documentation days
9-16 Students	3 SpEd Documentation days
17+ Students	4 SpEd Documentation days

These teachers may request up to two (2) more days per year, as needed based on case load or special circumstances. Administration will determine whether to approve the additional day. The reason is not grievable if denied.

H. Teachers required to complete Reading Improvement Plans may receive one (1) day of professional leave for the purpose of completing Reading Improvement Plans if they exceed five (5) RIMPs. These teachers may request up to one (1) more day per year, as needed, based on case load or special circumstances.

I. Intervention Specialists and Grade Level teachers in K-5 who co-teach that have seven (7) or more students with academic/behavioral IEPs will receive an additional eighty (80) minutes of planning time a month in one [1] twenty [20] minute block per week.

J. Intervention Specialists in grades 6-12 shall be excused from parent teacher conferences in the Spring if they choose.

K. All IEP writing days under this section must be pre-approved by an administrator five (5) days prior to the requested day.

15.15 HOURLY WORK TIME SHEET SUBMISSION

A. Payment for any hourly rate work pre-approved by administration shall be paid by submitting a time sheet.

B. Timesheets shall be filled out and submitted to the building principal twice monthly in accordance with the Pay Date Schedule on the Staff Intranet so they can be verified and submitted to the District Treasurer’s office for payment.

C. Any discrepancies will be noted and discussed with the bargaining unit member prior to being sent to the District Treasurer’s office for payment.

15.16 Speech Language Pathologist Certificate of Clinical Competence

All Speech Language Pathologists shall be reimbursed for the cost of his/her Certificate of Clinical Competence through the American Speech and Hearing Association on an annual basis.

ARTICLE XVI

GENERAL PROVISIONS

16.01 ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the FEA, and constitutes the entire agreement between the parties. Neither party shall be obligated to negotiate further on any matter during the duration of this Agreement. Any amendment to this Agreement shall not be binding upon either party unless executed in writing by the parties.

16.02 CONTRARY TO LAW

A. If any provision in this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action of competent jurisdiction or by reason of subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

B. The parties will meet to negotiate any necessary change in the contract relative to the effected provision within sixty (60) days by demand of either party.

C. Either party shall not be precluded from seeking through courts or other appropriate forum a determination of whether or not the provision is contrary to law.

16.03 TERM

Unless terminated or changed by mutual consent of the parties, the procedures set forth in this document and the terms thereof governing its application and interpretation shall remain in force so long as the Board recognizes the FEA as exclusive representative of the bargaining unit. In the event of a strike, the contract no longer prevails.

ARTICLE XVII

CLASS SIZE

17.01 CLASS SIZE

The Board and Association agree that class size is a factor in the quality of educational services. The Board and the Association therefore agree that:

A. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the District, including facility limitations, financial considerations, transportation requirements, and educational or curriculum consideration.

B. In establishing class size, the Board shall:

1. If the maximum level of thirty-one (31) students is exceeded in a math, science, social studies, or language arts class with the exception of honors level, CCP level or AP level classes, the Superintendent will either compensate the affected staff member via an established stipend level, add additional personnel to the class such as a paraprofessional, or reassign student(s) to obtain a class size balance.

2. If the maximum levels are exceeded and a stipend is decided upon, the affected bargaining unit member will receive $300 per student per semester to be paid in one lump sum at the end of each semester. The first semester should be paid by the second pay in February. The second semester should be paid by the second pay in June. The request for pay will be made by the classroom teacher. The stipend shall be prorated if the student is not in the class for the full semester.

3. Administration, teachers, and school counselor(s) will meet to discuss the development of classes to ensure that specific learning and teaching needs are being met to ensure the best learning experience for the impact on student success.

4. If the special education (IEP/spec. ed related 504) student population in any curricular class exceeds forty (40%) percent of the total student make-up, a meeting of the general education teacher, the intervention specialist, the building Principal, the Director of Educational Services, and the Director of Special Education to discuss how to best serve the students in this educational environment.

C. Except in unusual situations, the number of pupils in a class shall be kept within the capacity of the available classroom.

D. Teachers are encouraged to report special problems, considerations, situations, or ideas to the administration as early as possible. Consideration of such reports shall be given priority treatment by the administration.

ARTICLE XVIII

RESIDENT EDUCATOR PROGRAM

18.01 RESIDENT EDUCATOR PROGRAM

A. Resident Educator Program Overview

1. The Resident Educator Program shall be administered in accordance with the Teacher Education and Licensure Standards and guidelines and standards established by the Ohio Department of Education Workforce.

2. Resident educators will be assigned a mentor teacher.

3. A lead mentor will head the Resident Educator Program.

B. Lead Mentor

1. The lead mentor will be appointed by the Superintendent.
2. The lead mentor will work with the administration to secure mentor teachers for the program.
3. The lead mentor will attend and inform mentors and resident educators of workshops and meetings.
4. The lead mentor will maintain a separate file for each resident educator, including completed checklists as well as other pertinent information.
5. In the event that there are no resident educators in the District, the lead mentor will be paid thirty-five dollars an hour ($35/hr) for District required professional development outside of the school day.
6. The lead mentor will be given release time as needed and approved by the building principal or Superintendent.
7. The lead mentor will be compensated in accordance with Appendix B of the Agreement and will submit an end of the year report prior to receiving payment for the supplemental.
8. The lead mentor will not have a formative evaluative role and shall not participate in the evaluation of any resident educator.
9. The lead mentor shall not be requested to make any recommendation regarding the continued employment of the resident educator.

C. Mentor

1. A mentor will have successfully taught in the Firelands Local School District a minimum of three (3) years.
2. Mentor teachers must be trained to act as a mentor through the Ohio Department of Educator Instructional Mentoring Program. The District will pay all training fees required for mentors to receive ODE state required mentor training.
3. Mentors will be provided an orientation to mentoring responsibilities.
4. All attempts will be made to match mentors with resident educators in the same grade/subject areas.
5. A mentor will carry out the Resident Educator Program in accordance with guidelines as developed by ODE and complete all duties as decided upon by the administration with input from the lead mentor.
6. The mentor shall be granted release time as needed for mentoring activities.
7. The mentor shall be compensated in accordance with Appendix B of the Agreement.
8. The mentor will not have a formative evaluative role and shall not participate in the evaluation of any resident educator.

9. The mentor shall not be requested to make any recommendation regarding the continued employment of the resident educator.

D. Resident Educators

a. Any teacher employed under a resident educator license is required to participate in the Resident Educator program.
b. A teacher who participates in the program must complete all required activities in order for the Superintendent to approve completion of the program.
c. A resident educator may be given an initial orientation on the Resident Educator Program and shall attend this orientation with the mentor.
d. A resident educator may be provided release time equivalent to at least two (2) days per year for the purpose of observing classes, meeting with his/her mentor, attending recommended workshops, etc. These days may be used in quarter (1/4) day increments and shall be coordinated with the building Principal. Additional release time may be granted at the discretion of the building Principal.

E. Protections

1. In the event there are any issues of non-compliance with the Resident Educator Program, all bargaining unit members participating in the program shall be held harmless and shall not be disciplined and/or adversely affected due to non-compliance.

2. All bargaining unit members participating in the Resident Educator Program shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

3. At any time, either the mentor teacher or the resident educator may exercise the option to have a new mentor assigned. Such concerns shall be submitted to the lead mentor. In such an event, the mentor shall be compensated for the portion of the school year he/she has served.

ARTICLE XIX

PROGESSIVE DISCIPLINE/EMPLOYEE DISCIPLINARY PROCEDURE

19.01 PROGESSIVE DISCIPLINE/EMPLOYEE DISCIPLINARY PROCEDURE

A. No employee shall be disciplined except for just cause.

B. 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 and to administer employee discipline in an appropriate manner.

C. Normally, discipline shall be imposed in the following progression. However, depending on the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be imposed at any step:

1. **Verbal Warning** – A verbal warning is that statement by an administrator that the bargaining unit member's conduct is unacceptable. Unless an emergency, a verbal warning shall be discussed with the employee in private. A verbal warning shall not become a part of the bargaining unit member's personnel file unless and until the progressive discipline moves to a reprimand.

2. **Written Reprimand(s**) – Within seven (7) workdays of the event giving rise to a written reprimand, the administrator shall meet with the teacher to discuss the reprimand and provide the teacher with a copy of the reprimand.

3. **Suspension With Pay**

4. **Suspension Without Pay** – An employee may be suspended for up to three (3) workdays without pay.

5. **Termination** – Only the Superintendent shall recommend termination to the Board. Upon recommendation of termination, the teacher shall have the right to meet with the Board of Education in executive session at its next regularly scheduled meeting or at a special meeting called for such purpose. The employee shall be give**n** notice of the date, time, and place of such Board meeting. The Board may reverse, modify, or affirm the termination. The decision of the Board shall be delivered in writing and delivered to the employee with a copy to the Association President within five (5) days of the meeting.

D. In addition to the action taken in Steps a-e above, discipline may include mediation, counseling, or specific training to address the behavior. Cost shall be assumed by the bargaining unit member.

E. At the end of three (3) years, at the request of the teacher to the Superintendent, the disciplinary record shall be reviewed and if improvement has been made it will be noted in writing and attached to such discipline record.

F. Teachers shall have a right to be represented by a representative of the Association of his/her choice at all levels of the disciplinary process.

G. Any disciplinary action shall be subject to the grievance procedure in accordance with Article XIII.

H. Teachers shall be disciplined only after due process in accordance with the following:

1. **Notice of Allegation and Conference**

   A written notice setting forth the allegation, which if substantiated, could result in disciplinary action shall be provided to the teacher by personal delivery or by mail.

   The notice shall include the time and place of a conference to discuss the allegations; a copy shall be provided to the Association President.

2. **Conference**

   A conference to discuss the allegations shall be offered to the teacher.

3. **Notice of Disposition**

   The teacher and Association President shall be notified in writing by hand delivery or certified mail of the disposition within five (5) workdays following the conference. If it is determined to take disciplinary action, the disposition notice shall include a statement of the administrator's conclusion and the disciplinary action taken.

I. A bargaining unit member may give a written rebuttal within five (5) workdays of receipt of the notice of disposition.

ARTICLE XX

RETIRE/REHIRE

20.01 For purposes of this Article, a previously retired employee or "PRE" is an individual who has attained service retirement status with the State Teachers Retirement System, is otherwise qualified by certification/licensure for public school teaching in Ohio, and who has retired from the Firelands School District.

20.02 Only those individuals formerly employed by the Firelands School District shall be considered for PRE positions.

20.03 A PRE must submit the letter to request to be rehired by February 1 of the school year of retirement. If the request to be rehired by a PRE is denied, this letter shall serve as notification of retirement and the PRE shall be eligible for the Early Retirement Notice Stipend should the PRE decide to retire.

20.04 A PRE formerly employed as a teacher by the District shall be paid at a rate of pay based on his/her academic training level at Step 10 of the salary schedule. The PRE shall remain at Step 10 for the remainder of his or her employment in the District, excluding additional hours beyond said training. A PRE formerly employed as a teacher by the District and rehired as a Tutor shall be paid at a rate of pay based on his/her academic training level at Step 5 of the Tutor salary schedule and will move up on the salary schedule each year worked.

20.05 A PRE shall be awarded a one-year limited contract of employment which shall automatically expire at the end of each school year without requirement for any performance evaluation and without any requirement of notice (written or otherwise) of non-renewal.

20.06 Continuation of the employment of a PRE through offering a new one (1) year limited contract which automatically expires shall be at the election of the Board and upon recommendation of the Superintendent.

20.07 A retiree who retired from employment with the Board and is then hired for the succeeding school year may be considered for assignment in the building where a position was last held by the retiree before retirement but Article 6 of the Negotiated Agreement must be followed.

20.08 A PRE shall not accumulate seniority in the bargaining unit for any purpose and has no right of recall in the event of a Reduction in Force under Article VIII of the Negotiated Agreement.

20.09 A PRE shall accumulate and may use sick leave in accordance with Article X of the Negotiated Agreement. A PRE shall not carry over any accumulated and unused sick leave from any prior employment.

20.10 Current bargaining unit members who qualify for a retirement incentive payment under Article XIV of the Negotiated Agreement prior to their re-employment as a PRE shall receive such payment in accordance with that provision and shall not forfeit such incentive payment by reason of their subsequent employment as a PRE. Once employed as a PRE, a member shall have no further eligibility for any retirement incentive, severance pay, or sick leave buyout pay upon their final separation from employment as a PRE.

20.11 The PRE shall not be entitled to participate in the insurance benefits provided to bargaining unit members if they can obtain insurance through a spouse. In accordance with Article XV of the Negotiated Agreement, any eligible PRE choosing hospitalization and prescription insurance shall become covered under the plan the 1st day of the month following thirty (30) calendar days (i.e. June 1 retirement allows for hospitalization and prescription insurance coverage October 1).

20.12 The Board shall provide each PRE with a seventy-five thousand dollar ($75,000) term life insurance policy. Upon retirement, the policy will lapse for the two-month reemployment period July through August. Reinstatement of the term life insurance policy will begin September 1.

20.13 A PRE shall be eligible for supplemental contracts at the step in which he/she had while working as a regular employee.

20.14 Except for Section 20.05 of this Article, prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired. Re-employment of previously retired employees is solely at the discretion of the Board and shall be done on a case-by-case basis. The decision of the Board to hire or not hire any particular employee as a PRE shall not be subject to the grievance or arbitration provisions of this Agreement.

20.15 Except as otherwise modified or limited by the provisions of this Article, a PRE is a bargaining unit member and all terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to each PRE.

20.16 The Board and the Association expressly intend this Article to supersede the provisions of the Ohio Revised Code Sections 3319.083, 3319.11, 3319.111, 3319.112 and 3319.17.

20.17 Retire/rehire members are not eligible for the Health Insurance Opt-Out Plan.

ARTICLE XXI

DURATION CLAUSE

21.01 DURATION CLAUSE

This Agreement between the Board and the Association shall become effective with the August 1, 2026 school year and shall expire on July 31, 2029.

Executed as of the _____day of _____, 2029.

FIRELANDS BOARD OF EDUCATION	FIRELANDS EDUCATION ASSOCIATION
_____	_____
President	FEA President
_____	_____
Superintendent	FEA Vice-President
_____	_____
Treasurer	FEA Negotiator
	_____
	FEA Negotiator

APPENDIX A

RIGHT TO FAIR SHARE FEE

1. Payroll Deduction of Fair Share Fee The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Firelands Education Association a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

    a. All Fair Share Fee Payers Payroll deduction of such fair share fees shall begin at the first payroll period in January after January 15, except that no fair share fee deductions shall be made for bargaining unit members employed after January 15 until the second paycheck; this period shall be the required probationary period of newly-employed bargaining unit members.

    b. Upon Termination of Membership During the Membership Year The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining until who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employee The Association, on behalf of itself and both the OEA and NEA agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed:

b. The Association shall reserve the right to designate counsel to represent and defend the employer.

c. The Board agrees to:

(1) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding.

(2) Permit the Association or its affiliates to intervene as a party if it so desires, and/or not oppose the Association or its affiliates' application to file briefs Amicus Curiae in the action.

d. The Board shall act in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

2026-2027 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 1								
Head Band Director (HS) -1	14	6,244	15	6,690	16	7,136	18	8,029
Head Basketball (HS) - 2	14	6,244	15	6,690	16	7,136	18	8,029
Head Football (HS) - 1	14	6,244	15	6,690	16	7,136	18	8,029
Head Volleyball (HS) - 1	14	6,244	15	6,690	16	7,136	18	8,029
LEVEL 2								
Athletic Site Manager (HS/MS) - 2	12	5,352	13	5,798	14	6,244	16	7,136
Head Wrestling (HS) - 1	12	5,352	13	5,798	14	6,244	16	7,136
Head Track Coach (HS) - 1	12	5,352	13	5,798	14	6,244	16	7,136
LEVEL 3								
Head Baseball (HS) - 1	10	4,460	11	4,906	12	5,352	14	6,244
Head Soccer (HS) - 2	10	4,460	11	4,906	12	5,352	14	6,244
Head Softball (HS) - 1	10	4,460	11	4,906	12	5,352	14	6,244
LEVEL 4								
Asst. Basketball (HS)	9	4,014	10	4,460	11	4,906	12	5,352
Asst. Football (HS)	9	4,014	10	4,460	11	4,906	12	5,352
Asst. Volleyball (HS) - 3	9	4,014	10	4,460	11	4,906	12	5,352
Head Cheerleading (HS FB&BB) – 1 *	9	4,014	10	4,460	11	4,906	12	5,352
LEVEL 5								
Asst. Wrestling (HS) - 3	7	3,122	8	3,568	9	4,014	11	4,906
Head Bowling (HS) - 1	7	3,122	8	3,568	9	4,014	11	4,906
Head Cross Country (HS) - 1	7	3,122	8	3,568	9	4,014	11	4,906
Head Golf (HS) - 1	7	3,122	8	3,568	9	4,014	11	4,906
LEVEL 6								
Asst. Baseball (HS)	7	3,122	8	3,568	9	4,014	10	4,460
Asst. Cheerleading (HS FB&BB) – 1 *	7	3,122	8	3,568	9	4,014	10	4,460
Asst. Softball (HS)	7	3,122	8	3,568	9	4,014	10	4,460
Asst. Soccer (HS)	7	3,122	8	3,568	9	4,014	10	4,460
Asst. Track (HS)	7	3,122	8	3,568	9	4,014	10	4,460
Head Track (MS) - 1	7	3,122	8	3,568	9	4,014	10	4,460
LEVEL 7								
Head Basketball (MS) - 2	6	2,676	7	3,122	8	3,568	9	4,014
Head Football (MS) - 2	6	2,676	7	3,122	8	3,568	9	4,014
Head Volleyball (MS) - 2	6	2,676	7	3,122	8	3,568	9	4,014
Head Wrestling (MS) - 1	6	2,676	7	3,122	8	3,568	9	4,014
Vocal Music Director (HS)	6	2,676	7	3,122	8	3,568	9	4,014
Head Cheerleading (MS FB & BB) – 1*	6	2,676	7	3,122	8	3,568	9	4,014

2026-2027 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 8								
Asst. Bowling (HS)	5	2,230	6	2,676	7	3,122	8	3,568
Asst. Cross Country (HS)	5	2,230	6	2,676	7	3,122	8	3,568
Asst. Golf (HS)	5	2,230	6	2,676	7	3,122	8	3,568
Asst. Football (MS)	5	2,230	6	2,676	7	3,122	8	3,568
Asst. Track (MS)	5	2,230	6	2,676	7	3,122	8	3,568
Asst. Wrestling (MS)	5	2,230	6	2,676	7	3,122	8	3,568
Robotics (HS/MS)	5	2,230	6	2,676	7	3,122	8	3,568
Head Competition Cheerleading	5	2,230	6	2,676	7	3,122	8	3,568
LEVEL 9								
Advisor - Senior Class	4	1,784	4.5	2,007	5	2,230	5.5	2,453
Asst. Band (HS) -4	4	1,784	4.5	2,007	5	2,230	5.5	2,453
District Lead Mentor	4	1,784	4.5	2,007	5	2,230	5.5	2,453
Play/Musical Director (HS/MS)++	4	1,784	4.5	2,007	5	2,230	5.5	2,453
LPDC Chair ***	4	1,784	4.5	2,007	5	2,230	5.5	2,453
Yearbook (HS)	4	1,784	4.5	2,007	5	2,230	5.5	2,453
Student Council (HS)	4	1,784	4.5	2,007	5	2,230	5.5	2,453
Advisor – Junior Class	4	1,784	4.5	2,007	5	2,230	5.5	2,453
Weight Room Coach (s/f/w/s)–4 ~~	4	1,784	4.5	2,007	5	2,230	5.5	2,453
LEVEL 10								
Asst. Play/Musical (HS/MS)++	3	1,338	3.5	1,561	4	1,784	4.5	2,007
Head Band Director (MS)	3	1,338	3.5	1,561	4	1,784	4.5	2,007
Vocal Music Director (MS)	3	1,338	3.5	1,561	4	1,784	4.5	2,007
Student Council (MS)	3	1,338	3.5	1,561	4	1,784	4.5	2,007
Scholastic Challenge (HS)	3	1,338	3.5	1,561	4	1,784	4.5	2,007
Advisor—Freshman Class	3	1,338	3.5	1,561	4	1,784	4.5	2,007
Advisor—Sophomore Class	3	1,338	3.5	1,561	4	1,784	4.5	2,007
Asst Competition Cheerleading Coach	3	1,338	3.5	1,561	4	1,784	4.5	2,007
LEVEL 11								
	2	892	2.5	1,115	3	1,338	3.5	1,561
LEVEL 12								
College Credit Class Instruction^^^+		1,000		1,000		1,000		1,000
LEVEL 13								
Vocal Music Director (ES)– 2 $$		750		750		750		750
LPDC Secretary/Liaison(s) ***		750		750		750		750
Teacher Mentor (Year 1-2)		750		750		750		750
Bldg. Tech/Expert Support (9-12)		750		750		750		750
LEVEL 14								
Assistant Band (MS)		500		500		500		500
Building Tech Expert/Support (K-8)		500		500		500		500
Fine Arts Festival Coor		500		500		500		500
Overnight Grade Level Trip Coor		500		500		500		500
Yearbook (MS)		500		500		500		500
College Credit Class Instruction^^^		500		500		500		500

2026-2027 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 15								
Student Services Comm Chair !!		250		250		250		250
OTES Committee Chair !!		250		250		250		250
NHS (HS) !!		250		250		250		250
College Board AP Instructors ^^^		250		250		250		250
		250		250		250		250
LEVEL 16 (Additional Duty Rate)								
Building Leadership Team (BLT)		35/hr		35/hr		35/hr		35/hr
Educational Fair (ES/MS/HS)		35/hr		35/hr		35/hr		35/hr
IAT Core Member (HS/MS/ES)		35/hr		35/hr		35/hr		35/hr
Power of the Pen		35/hr		35/hr		35/hr		35/hr
Spelling Bee (3/4, 5/6, 7/8)		35/hr		35/hr		35/hr		35/hr
Soap Box Derby (2 positions)		35/hr		35/hr		35/hr		35/hr
Asst Coord Fine Arts Festival		35/hr		35/hr		35/hr		35/hr
Elementary Band Concerts – 2		35/hr		35/hr		35/hr		35/hr
Tri-M (HS/MS)		35/hr		35/hr		35/hr		35/hr
Academic Challenge (MS)		35/hr		35/hr		35/hr		35/hr
PBIS		35/hr		35/hr		35/hr		35/hr
NAHS (HS/MS)		35/hr		35/hr		35/hr		35/hr
NJHS (MS)		35/hr		35/hr		35/hr		35/hr
Teen Leadership Core		35/hr		35/hr		35/hr		35/hr
Student Services Committee		35/hr		35/hr		35/hr		35/hr
OTES Committee		35/hr		35/hr		35/hr		35/hr
Tutoring		40/hr		40/hr		40/hr		40/hr
Disciplinary Assignment		35/hr		35/hr		35/hr		35/hr
Kindergarten Screening		35/hr		35/hr		35/hr		35/hr
Zones of Regulation		35/hr		35/hr		35/hr		35/hr
Gifted Coordinator		35/hr		35/hr		35/hr		35/hr
Book Club (Winter/Summer)		40/hr		40/hr		40/hr		40/hr
After school clubs as approved by Superintendent		35/hr		35/hr		35/hr		35/hr
Wilson Teacher	$500.00 one time stipend upon completion of program.							
All Freshman/JV Coaches will be paid at the HS Assistant Coach Level.								
++ Per production/course								
^^^+Per course prep per year initial year								
^^^Per course prep per year subsequent years								
*** Paid on % of attendance								
*if 2 People, paid at 1/2 salary each; if 1 person, can be paid after each season								
!! Stipend plus hourly rate of $35.00/hour								
~~Credentials needed for this position (noted in job description)								
$$ Each supplemental is for 3 grade level concerts								
NOTE: NO ADDITIONAL COMPENSATION FOR AN APPROVED SUPPLEMENTAL SHALL BE REQUESTED OR PAID FOR WORK THAT IS INCLUDED AS PART OF THE SUPPLEMENTAL CONTRACT.								

2027-2028 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 1								
Head Band Director (HS) -1	14	6,401	15	6,858	16	7,305	18	8,229
Head Basketball (HS) - 2	14	6,401	15	6,858	16	7,305	18	8,229
Head Football (HS) - 1	14	6,401	15	6,858	16	7,305	18	8,229
Head Volleyball (HS) - 1	14	6,401	15	6,858	16	7,305	18	8,229
LEVEL 2								
Athletic Site Manager (HS/MS) - 2	12	5,486	13	5,943	14	6,401	16	7,305
Head Wrestling (HS) - 1	12	5,486	13	5,943	14	6,401	16	7,305
Head Track Coach (HS) - 1	12	5,486	13	5,943	14	6,401	16	7,305
LEVEL 3								
Head Baseball (HS) - 1	10	4,572	11	5,029	12	5,486	14	6,401
Head Soccer (HS) - 2	10	4,572	11	5,029	12	5,486	14	6,401
Head Softball (HS) - 1	10	4,572	11	5,029	12	5,486	14	6,401
LEVEL 4								
Asst. Basketball (HS)	9	4,115	10	4,572	11	5,029	12	5,486
Asst. Football (HS)	9	4,115	10	4,572	11	5,029	12	5,486
Asst. Volleyball (HS) - 3	9	4,115	10	4,572	11	5,029	12	5,486
Head Cheerleading (HS FB&BB) – 1 *	9	4,115	10	4,572	11	5,029	12	5,486
LEVEL 5								
Asst. Wrestling (HS) - 3	7	3,200	8	3,657	9	4,115	11	5,029
Head Bowling (HS) - 1	7	3,200	8	3,657	9	4,115	11	5,029
Head Cross Country (HS) - 1	7	3,200	8	3,657	9	4,115	11	5,029
Head Golf (HS) - 1	7	3,200	8	3,657	9	4,115	11	5,029
LEVEL 6								
Asst. Baseball (HS)	7	3,200	8	3,657	9	4,115	10	4,572
Asst. Cheerleading (HS FB&BB) – 1 *	7	3,200	8	3,657	9	4,115	10	4,572
Asst. Softball (HS)	7	3,200	8	3,657	9	4,115	10	4,572
Asst. Soccer (HS)	7	3,200	8	3,657	9	4,115	10	4,572
Asst. Track (HS)	7	3,200	8	3,657	9	4,115	10	4,572
Head Track (MS) - 1	7	3,200	8	3,657	9	4,115	10	4,572
LEVEL 7								
Head Basketball (MS) - 2	6	2,743	7	3,200	8	3,657	9	4,115
Head Football (MS) - 2	6	2,743	7	3,200	8	3,657	9	4,115
Head Volleyball (MS) - 2	6	2,743	7	3,200	8	3,657	9	4,115
Head Wrestling (MS) - 1	6	2,743	7	3,200	8	3,657	9	4,115
Vocal Music Director (HS)	6	2,743	7	3,200	8	3,657	9	4,115
Head Cheerleading (MS FB & BB) – 1 *	6	2,743	7	3,200	8	3,657	9	4,115

2027-2028 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 8								
Asst. Bowling (HS)	5	2,286	6	2,743	7	3,200	8	3,657
Asst. Cross Country (HS)	5	2,286	6	2,743	7	3,200	8	3,657
Asst. Golf (HS)	5	2,286	6	2,743	7	3,200	8	3,657
Asst. Football (MS)	5	2,286	6	2,743	7	3,200	8	3,657
Asst. Track (MS)	5	2,286	6	2,743	7	3,200	8	3,657
Asst. Wrestling (MS)	5	2,286	6	2,743	7	3,200	8	3,657
Robotics (HS/MS)	5	2,286	6	2,743	7	3,200	8	3,657
Head Competition Cheerleading	5	2,286	6	2,743	7	3,200	8	3,657
LEVEL 9								
Advisor - Senior Class	4	1,829	4.5	2,057	5	2,286	5.5	2,514
Asst. Band (HS) -4	4	1,829	4.5	2,057	5	2,286	5.5	2,514
District Lead Mentor	4	1,829	4.5	2,057	5	2,286	5.5	2,514
Play/Musical Director (HS/MS)++	4	1,829	4.5	2,057	5	2,286	5.5	2,514
LPDC Chair ***	4	1,829	4.5	2,057	5	2,286	5.5	2,514
Yearbook (HS)	4	1,829	4.5	2,057	5	2,286	5.5	2,514
Student Council (HS)	4	1,829	4.5	2,057	5	2,286	5.5	2,514
Advisor – Junior Class	4	1,829	4.5	2,057	5	2,286	5.5	2,514
Weight Room Coach (s/f/w/s)–4 ~~	4	1,829	4.5	2,057	5	2,286	5.5	2,514
LEVEL 10								
Asst. Play/Musical (HS/MS)++	3	1,372	3.5	1,600	4	1,829	4.5	2,057
Head Band Director (MS)	3	1,372	3.5	1,600	4	1,829	4.5	2,057
Vocal Music Director (MS)	3	1,372	3.5	1,600	4	1,829	4.5	2,057
Student Council (MS)	3	1,372	3.5	1,600	4	1,829	4.5	2,057
Scholastic Challenge (HS)	3	1,372	3.5	1,600	4	1,829	4.5	2,057
Advisor—Freshman Class	3	1,372	3.5	1,600	4	1,829	4.5	2,057
Advisor—Sophomore Class	3	1,372	3.5	1,600	4	1,829	4.5	2,057
Asst Competition Cheerleading Coach	3	1,372	3.5	1,600	4	1,829	4.5	2,057
LEVEL 11								
	2	914	2.5	1,143	3	1,372	3.5	1,600
LEVEL 12								
College Credit Class Instruction^^^+		1,000		1,000		1,000		1,000
LEVEL 13								
Vocal Music Director (ES)– 2 $$		750		750		750		750
LPDC Secretary/Liaison(s) ***		750		750		750		750
Teacher Mentor (Years 1 & 3)(Pre-2023)		750		750		750		750
Bldg. Tech/Expert Support (9-12)		750		750		750		750
Teacher Mentor (Year 1-2)(Post 2023)		750		750		750		750
LEVEL 14								
Assistant Band (MS)		500		500		500		500
Building Tech Expert/Support (K-8)		500		500		500		500
Fine Arts Festival Coor		500		500		500		500
Overnight Grade Level Trip Coor		500		500		500		500
Yearbook (MS)		500		500		500		500
College Credit Class Instruction^^^		500		500		500		500
Teacher Mentor (Year 2)(Pre-2023)		500		500		500		500

2027-2028 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 15								
Student Services Comm Chair !!		250		250		250		250
OTES Committee Chair !!		250		250		250		250
NHS (HS) !!		250		250		250		250
Teacher Mentor (Year 4)(Pre-2023)		250		250		250		250
College Board AP Instructors ^^^		250		250		250		250
LEVEL 16 (Additional Duty Rate)								
Building Leadership Team (BLT)		35/hr		35/hr		35/hr		35/hr
Educational Fair (ES/MS/HS)		35/hr		35/hr		35/hr		35/hr
IAT Core Member (HS/MS/ES)		35/hr		35/hr		35/hr		35/hr
Power of the Pen		35/hr		35/hr		35/hr		35/hr
Spelling Bee (3/4, 5/6, 7/8)		35/hr		35/hr		35/hr		35/hr
Soap Box Derby (2 positions)		35/hr		35/hr		35/hr		35/hr
Asst Coord Fine Arts Festival		35/hr		35/hr		35/hr		35/hr
Elementary Band Concerts – 2		35/hr		35/hr		35/hr		35/hr
Tri-M (HS/MS)		35/hr		35/hr		35/hr		35/hr
Academic Challenge (MS)		35/hr		35/hr		35/hr		35/hr
PBIS		35/hr		35/hr		35/hr		35/hr
NAHS (HS/MS)		35/hr		35/hr		35/hr		35/hr
NJHS (MS)		35/hr		35/hr		35/hr		35/hr
Teen Leadership Core		35/hr		35/hr		35/hr		35/hr
Student Services Committee		35/hr		35/hr		35/hr		35/hr
OTES Committee		35/hr		35/hr		35/hr		35/hr
Tutoring		40/hr		40/hr		40/hr		40/hr
Disciplinary Assignment		35/hr		35/hr		35/hr		35/hr
Kindergarten Screening		35/hr		35/hr		35/hr		35/hr
Zones of Regulation		35/hr		35/hr		35/hr		35/hr
Gifted Coordinator		35/hr		35/hr		35/hr		35/hr
Book Club (Winter/Summer)		40/hr		40/hr		40/hr		40/hr
After school clubs as approved by Superintendent		35/hr		35/hr		35/hr		35/hr
Wilson Teacher	$500.00 one time stipend upon completion of program.							
All Freshman/JV Coaches will be paid at HS Assistant Coach Level.								
++ Per production/course								
^^^+Per course prep initial year								
^^^Per course prep per year subsequent years								
*** Paid on % of attendance								
*if 2 People, paid at 1/2 salary each; if 1 person, can be paid after each season								
!! Stipend plus hourly rate of $35.00/hour								
~~Credentials needed for this position (noted in job description)								
$$ Each supplemental is for 3 grade level concerts								
NOTE: NO ADDITIONAL COMPENSATION FOR AN APPROVED SUPPLEMENTAL SHALL BE REQUESTED OR PAID FOR WORK THAT IS INCLUDED AS PART OF THE SUPPLEMENTAL CONTRACT.								

2028-2029 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 1								
Head Band Director (HS) -1	14	6,528	15	6,995	16	7,461	18	8,394
Head Basketball (HS) - 2	14	6,528	15	6,995	16	7,461	18	8,394
Head Football (HS) - 1	14	6,528	15	6,995	16	7,461	18	8,394
Head Volleyball (HS) - 1	14	6,528	15	6,995	16	7,461	18	8,394
LEVEL 2								
Athletic Site Manager (HS/MS) - 2	12	5,596	13	6,062	14	6,528	16	7,461
Head Wrestling (HS) - 1	12	5,596	13	6,062	14	6,528	16	7,461
Head Track Coach (HS) - 1	12	5,596	13	6,062	14	6,528	16	7,461
LEVEL 3								
Head Baseball (HS) - 1	10	4,663	11	5,130	12	5,596	14	6,528
Head Soccer (HS) - 2	10	4,663	11	5,130	12	5,596	14	6,528
Head Softball (HS) - 1	10	4,663	11	5,130	12	5,596	14	6,528
LEVEL 4								
Asst. Basketball (HS)	9	4,197	10	4,663	11	5,130	12	5,596
Asst. Football (HS)	9	4,197	10	4,663	11	5,130	12	5,596
Asst. Volleyball (HS) - 3	9	4,197	10	4,663	11	5,130	12	5,596
Head Cheerleading (HS FB&BB) – 1 *	9	4,197	10	4,663	11	5,130	12	5,596
LEVEL 5								
Asst. Wrestling (HS) - 3	7	3,264	8	3,731	9	4,197	11	5,130
Head Bowling (HS) - 1	7	3,264	8	3,731	9	4,197	11	5,130
Head Cross Country (HS) - 1	7	3,264	8	3,731	9	4,197	11	5,130
Head Golf (HS) - 1	7	3,264	8	3,731	9	4,197	11	5,130
LEVEL 6								
Asst. Baseball (HS)	7	3,264	8	3,731	9	4,197	10	4,663
Asst. Cheerleading (HS FB&BB) – 1 *	7	3,264	8	3,731	9	4,197	10	4,663
Asst. Softball (HS)	7	3,264	8	3,731	9	4,197	10	4,663
Asst. Soccer (HS)	7	3,264	8	3,731	9	4,197	10	4,663
Asst. Track (HS)	7	3,264	8	3,731	9	4,197	10	4,663
Head Track (MS) - 1	7	3,264	8	3,731	9	4,197	10	4,663
LEVEL 7								
Head Basketball (MS) - 2	6	2,798	7	3,264	8	3,731	9	4,197
Head Football (MS) - 2	6	2,798	7	3,264	8	3,731	9	4,197
Head Volleyball (MS) - 2	6	2,798	7	3,264	8	3,731	9	4,197
Head Wrestling (MS) - 1	6	2,798	7	3,264	8	3,731	9	4,197
Vocal Music Director (HS)	6	2,798	7	3,264	8	3,731	9	4,197
Head Cheerleading (MS FB & BB) – 1*	6	2,798	7	3,264	8	3,731	9	4,197

2028-2029 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 8								
Asst. Bowling (HS)	5	2,332	6	2,798	7	3,264	8	3,731
Asst. Cross Country (HS)	5	2,332	6	2,798	7	3,264	8	3,731
Asst. Golf (HS)	5	2,332	6	2,798	7	3,264	8	3,731
Asst. Football (MS)	5	2,332	6	2,798	7	3,264	8	3,731
Asst. Track (MS)	5	2,332	6	2,798	7	3,264	8	3,731
Asst. Wrestling (MS)	5	2,332	6	2,798	7	3,264	8	3,731
Robotics (HS/MS)	5	2,332	6	2,798	7	3,264	8	3,731
Head Competition Cheerleading	5	2,332	6	2,798	7	3,264	8	3,731
LEVEL 9								
Advisor - Senior Class	4	1,865	4.5	2,098	5	2,332	5.5	2,565
Asst. Band (HS) -4	4	1,865	4.5	2,098	5	2,332	5.5	2,565
District Lead Mentor	4	1,865	4.5	2,098	5	2,332	5.5	2,565
Play/Musical Director (HS/MS)++	4	1,865	4.5	2,098	5	2,332	5.5	2,565
LPDC Chair ***	4	1,865	4.5	2,098	5	2,332	5.5	2,565
Yearbook (HS)	4	1,865	4.5	2,098	5	2,332	5.5	2,565
Student Council (HS)	4	1,865	4.5	2,098	5	2,332	5.5	2,565
Advisor – Junior Class	4	1,865	4.5	2,098	5	2,332	5.5	2,565
Weight Room Coach (s/f/w/s)–4 ~~	4	1,865	4.5	2,098	5	2,332	5.5	2,565
LEVEL 10								
Asst. Play/Musical (HS/MS)++	3	1,399	3.5	1,632	4	1,865	4.5	2,098
Head Band Director (MS)	3	1,399	3.5	1,632	4	1,865	4.5	2,098
Vocal Music Director (MS)	3	1,399	3.5	1,632	4	1,865	4.5	2,098
Student Council (MS)	3	1,399	3.5	1,632	4	1,865	4.5	2,098
Scholastic Challenge (HS)	3	1,399	3.5	1,632	4	1,865	4.5	2,098
Advisor—Freshman Class	3	1,399	3.5	1,632	4	1,865	4.5	2,098
Advisor—Sophomore Class	3	1,399	3.5	1,632	4	1,865	4.5	2,098
Asst Competition Cheerleading Coach	3	1,399	3.5	1,632	4	1,865	4.5	2,098
LEVEL 11								
	2	933	2.5	1,166	3	1,399	3.5	1,632
LEVEL 12								
College Credit Class Instruction^^^+		1,000		1,000		1,000		1,000
LEVEL 13								
Vocal Music Director (ES)– 2 $$		750		750		750		750
LPDC Secretary/Liaison(s) ***		750		750		750		750
Teacher Mentor (Years 1 & 3)(Pre-2023)		750		750		750		750
Bldg. Tech/Expert Support (9-12)		750		750		750		750
Teacher Mentor (Year 1-2)(Post 2023)		750		750		750		750
LEVEL 14								
Assistant Band (MS)		500		500		500		500
Building Tech Expert/Support (K-8)		500		500		500		500
Fine Arts Festival Coor		500		500		500		500
Overnight Grade Level Trip Coor		500		500		500		500
Yearbook (MS)		500		500		500		500
College Credit Class Instruction^^^		500		500		500		500
Teacher Mentor (Year 2)(Pre-2023)		500		500		500		500

2028-2029 SUPPLEMENTALS								
	STEP 1		STEP 2		STEP 3		STEP 4	
Position/Level	%	Cost	%	Cost	%	Cost	%	Cost
LEVEL 15								
Student Services Comm Chair !!		250		250		250		250
OTES Committee Chair !!		250		250		250		250
NHS (HS) !!		250		250		250		250
Teacher Mentor (Year 4)(Pre-2023)		250		250		250		250
College Board AP Instructors ^^^		250		250		250		250
LEVEL 16 (Additional Duty Rate)								
Building Leadership Team (BLT)		35/hr		35/hr		35/hr		35/hr
Educational Fair (ES/MS/HS)		35/hr		35/hr		35/hr		35/hr
IAT Core Member (HS/MS/ES)		35/hr		35/hr		35/hr		35/hr
Power of the Pen		35/hr		35/hr		35/hr		35/hr
Spelling Bee (3/4, 5/6, 7/8)		35/hr		35/hr		35/hr		35/hr
Soap Box Derby (2 positions)		35/hr		35/hr		35/hr		35/hr
Asst Coord Fine Arts Festival		35/hr		35/hr		35/hr		35/hr
Elementary Band Concerts – 2		35/hr		35/hr		35/hr		35/hr
Tri-M (HS/MS)		35/hr		35/hr		35/hr		35/hr
Academic Challenge (MS)		35/hr		35/hr		35/hr		35/hr
PBIS		35/hr		35/hr		35/hr		35/hr
NAHS (HS/MS)		35/hr		35/hr		35/hr		35/hr
NJHS (MS)		35/hr		35/hr		35/hr		35/hr
Teen Leadership Core		35/hr		35/hr		35/hr		35/hr
Student Services Committee		35/hr		35/hr		35/hr		35/hr
OTES Committee		35/hr		35/hr		35/hr		35/hr
Tutoring		40/hr		40/hr		40/hr		40/hr
Disciplinary Assignment		35/hr		35/hr		35/hr		35/hr
Kindergarten Screening		35/hr		35/hr		35/hr		35/hr
Gifted Coordinator		35/hr		35/hr		35/hr		35/hr
Zones of Regulation		35/hr		35/hr		35/hr		35/hr
After school clubs as approved by Superintendent		35/hr		35/hr		35/hr		35/hr
Wilson Teacher	$500.00 one time stipend upon completion of program.							
All Freshman/JV Coaches will be paid at HS Assistant Coach Level.								
++ Per production/course								
^^^+ Per course prep initial year								
^^^Per course prep per year subsequent years								
*** Paid on % of attendance								
*if 2 People, paid at 1/2 salary each; if 1 person, can be paid after each season								
!! Stipend plus hourly rate of $35.00/hour								
~~Credentials needed for this position (noted in job description)								
$$ Each supplemental is for 3 grade level concerts								
NOTE: NO ADDITIONAL COMPENSATION FOR AN APPROVED SUPPLEMENTAL SHALL BE REQUESTED OR PAID FOR WORK THAT IS INCLUDED AS PART OF THE SUPPLEMENTAL CONTRACT.								

2026-2027 3.0%

APPENDIX C-1

Step	BA	BA +12	BA +24	MA	MA +12	MA +24
0	44,603	46,231	47,301	49,086	50,201	51,204
	1.00000	1.03650	1.06050	1.10050	1.12550	1.14800
1	46,454	48,305	49,331	51,293	52,453	53,501
	1.04150	1.08300	1.10600	1.15000	1.17600	1.19950
2	48,305	50,379	51,360	53,501	54,706	55,798
	1.08300	1.12950	1.15150	1.19950	1.22650	1.25100
3	50,156	52,453	53,390	55,709	56,958	58,095
	1.12450	1.17600	1.19700	1.24900	1.27700	1.30250
4	52,252	54,772	55,665	58,162	59,456	60,642
	1.17150	1.22800	1.24800	1.30400	1.33300	1.35960
5	54,103	56,891	57,783	60,370	61,708	62,939
	1.21300	1.27550	1.29550	1.35350	1.38350	1.41110
6	55,999	59,010	59,902	62,756	64,184	65,464
	1.25550	1.32300	1.34300	1.40700	1.43900	1.46770
7	57,895	61,128	62,020	65,143	66,659	67,988
	1.29800	1.37050	1.39050	1.46050	1.49450	1.52430
8	59,790	63,247	64,139	67,529	69,135	70,513
	1.34050	1.41800	1.43800	1.51400	1.55000	1.58090
9	61,686	65,366	66,258	69,915	71,610	73,037
	1.38300	1.46550	1.48550	1.56750	1.60550	1.63750
10	63,582	67,618	68,510	72,391	74,086	75,562
	1.42550	1.51600	1.53600	1.62300	1.66100	1.69410
11	65,611	69,871	70,763	74,866	76,695	78,225
	1.47100	1.56650	1.58650	1.67850	1.71950	1.75380
12	68,225	72,703	73,586	77,913	79,866	81,463
	1.52960	1.63000	1.64980	1.74680	1.79060	1.82640
13	70,517	75,223	76,115	80,665	82,761	84,407
	1.58100	1.68650	1.70650	1.80850	1.85550	1.89240
15	72,547	77,475	78,367	83,140	85,370	87,070
	1.62650	1.73700	1.75700	1.86400	1.91400	1.95210
17	73,376	78,379	79,271	84,117	86,392	88,109
	1.64508	1.75725	1.77725	1.88590	1.93690	1.97540
19	74,204	79,282	80,174	85,094	87,413	89,148
	1.66366	1.77750	1.79750	1.90780	1.95980	1.99870
21	75,033	80,185	81,077	86,070	88,434	90,187
	1.68224	1.79775	1.81775	1.92970	1.98270	2.02200
23	75,862	81,088	81,980	87,047	89,456	91,227
	1.70082	1.81800	1.83800	1.95160	2.00560	2.04530
25	76,690	81,991	82,884	88,024	90,477	92,266
	1.71940	1.83825	1.85825	1.97350	2.02850	2.06860
27	77,520	82,895	83,787	90,990	93,666	95,896
	1.73800	1.85850	1.87850	2.04000	2.10000	2.15000
29	78,350	83,798	84,690	91,882	94,558	96,789
	1.75660	1.87875	1.89875	2.06000	2.12000	2.17000
31	79,179	84,701	85,598	92,774	95,450	97,681
	1.77520	1.89900	1.91910	2.08000	2.14000	2.19000
33	80,009	85,604	86,496	93,666	96,342	99,465
	1.79380	1.91925	1.93925	2.10000	2.16000	2.23000

Step	BA	BA +12	BA +24	MA	MA +12	MA +24
0	45,718	47,387	48,484	50,313	51,456	52,484
	1.00000	1.03650	1.06050	1.10050	1.12550	1.14800
1	47,615	49,513	50,564	52,576	53,764	54,839
	1.04150	1.08300	1.10600	1.15000	1.17600	1.19950
2	49,513	51,638	52,644	54,839	56,073	57,193
	1.08300	1.12950	1.15150	1.19950	1.22650	1.25100
3	51,410	53,764	54,724	57,102	58,382	59,548
	1.12450	1.17600	1.19700	1.24900	1.27700	1.30250
4	53,559	56,142	57,056	59,616	60,942	62,158
	1.17150	1.22800	1.24800	1.30400	1.33300	1.35960
5	55,456	58,313	59,228	61,879	63,251	64,513
	1.21300	1.27550	1.29550	1.35350	1.38350	1.41110
6	57,399	60,485	61,399	64,325	65,788	67,100
	1.25550	1.32300	1.34300	1.40700	1.43900	1.46770
7	59,342	62,657	63,571	66,771	68,326	69,688
	1.29800	1.37050	1.39050	1.46050	1.49450	1.52430
8	61,285	64,828	65,742	69,217	70,863	72,276
	1.34050	1.41800	1.43800	1.51400	1.55000	1.58090
9	63,228	67,000	67,914	71,663	73,400	74,863
	1.38300	1.46550	1.48550	1.56750	1.60550	1.63750
10	65,171	69,308	70,223	74,200	75,938	77,451
	1.42550	1.51600	1.53600	1.62300	1.66100	1.69410
11	67,251	71,617	72,532	76,738	78,612	80,180
	1.47100	1.56650	1.58650	1.67850	1.71950	1.75380
12	69,930	74,520	75,426	79,860	81,863	83,499
	1.52960	1.63000	1.64980	1.74680	1.79060	1.82640
13	72,280	77,103	78,018	82,681	84,830	86,517
	1.58100	1.68650	1.70650	1.80850	1.85550	1.89240
15	74,360	79,412	80,327	85,218	87,504	89,246
	1.62650	1.73700	1.75700	1.86400	1.91400	1.95210
17	75,210	80,338	81,252	86,220	88,551	90,311
	1.64508	1.75725	1.77725	1.88590	1.93690	1.97540
19	76,059	81,264	82,178	87,221	89,598	91,377
	1.66366	1.77750	1.79750	1.90780	1.95980	1.99870
21	76,909	82,190	83,104	88,222	90,645	92,442
	1.68224	1.79775	1.81775	1.92970	1.98270	2.02200
23	77,758	83,115	84,030	89,223	91,692	93,507
	1.70082	1.81800	1.83800	1.95160	2.00560	2.04530
25	78,608	84,041	84,955	90,224	92,739	94,572
	1.71940	1.83825	1.85825	1.97350	2.02850	2.06860
27	79,458	84,967	85,881	93,265	96,008	98,294
	1.73800	1.85850	1.87850	2.04000	2.10000	2.15000
29	80,308	85,893	86,807	94,179	96,922	99,208
	1.75660	1.87875	1.89875	2.06000	2.12000	2.17000
31	81,159	86,818	87,737	95,093	97,837	100,122
	1.77520	1.89900	1.91910	2.08000	2.14000	2.19000
33	82,009	87,744	88,659	96,008	98,751	101,951
	1.79380	1.91925	1.93925	2.10000	2.16000	2.23000

2028-2029 2.0%

Step	BA	BA +12	BA +24	MA	MA +12	MA +24
0	46,632	48,334	49,453	51,319	52,484	53,534
	1.00000	1.03650	1.06050	1.10050	1.12550	1.14800
1	48,567	50,502	51,575	53,627	54,839	55,935
	1.04150	1.08300	1.10600	1.15000	1.17600	1.19950
2	50,502	52,671	53,697	55,935	57,194	58,337
	1.08300	1.12950	1.15150	1.19950	1.22650	1.25100
3	52,438	54,839	55,819	58,243	59,549	60,738
	1.12450	1.17600	1.19700	1.24900	1.27700	1.30250
4	54,629	57,264	58,197	60,808	62,160	63,401
	1.17150	1.22800	1.24800	1.30400	1.33300	1.35960
5	56,565	59,479	60,412	63,116	64,515	65,802
	1.21300	1.27550	1.29550	1.35350	1.38350	1.41110
6	58,546	61,694	62,627	65,611	67,103	68,442
	1.25550	1.32300	1.34300	1.40700	1.43900	1.46770
7	60,528	63,909	64,842	68,106	69,692	71,081
	1.29800	1.37050	1.39050	1.46050	1.49450	1.52430
8	62,510	66,124	67,057	70,601	72,280	73,721
	1.34050	1.41800	1.43800	1.51400	1.55000	1.58090
9	64,492	68,339	69,272	73,096	74,868	76,360
	1.38300	1.46550	1.48550	1.56750	1.60550	1.63750
10	66,474	70,694	71,627	75,684	77,456	78,999
	1.42550	1.51600	1.53600	1.62300	1.66100	1.69410
11	68,596	73,049	73,982	78,272	80,184	81,783
	1.47100	1.56650	1.58650	1.67850	1.71950	1.75380
12	71,328	76,010	76,933	81,457	83,499	85,169
	1.52960	1.63000	1.64980	1.74680	1.79060	1.82640
13	73,725	78,645	79,578	84,334	86,526	88,246
	1.58100	1.68650	1.70650	1.80850	1.85550	1.89240
15	75,847	81,000	81,932	86,922	89,254	91,030
	1.62650	1.73700	1.75700	1.86400	1.91400	1.95210
17	76,713	81,944	82,877	87,943	90,322	92,117
	1.64508	1.75725	1.77725	1.88590	1.93690	1.97540
19	77,580	82,888	83,821	88,965	91,389	93,203
	1.66366	1.77750	1.79750	1.90780	1.95980	1.99870
21	78,446	83,833	84,765	89,986	92,457	94,290
	1.68224	1.79775	1.81775	1.92970	1.98270	2.02200
23	79,313	84,777	85,710	91,007	93,525	95,376
	1.70082	1.81800	1.83800	1.95160	2.00560	2.04530
25	80,179	85,721	86,654	92,028	94,593	96,463
	1.71940	1.83825	1.85825	1.97350	2.02850	2.06860
27	81,046	86,666	87,598	95,129	97,927	100,259
	1.73800	1.85850	1.87850	2.04000	2.10000	2.15000
29	81,914	87,610	88,543	96,062	98,860	101,191
	1.75660	1.87875	1.89875	2.06000	2.12000	2.17000
31	82,781	88,554	89,491	96,995	99,792	102,124
	1.77520	1.89900	1.91910	2.08000	2.14000	2.19000
33	83,648	89,498	90,431	97,927	100,725	103,989
	1.79380	1.91925	1.93925	2.10000	2.16000	2.23000

Tutor Salary Schedule 2026-2027—3.0%

STEP	BA	BA+12	BA+24	MA
0	**38,672**	**40,084**	**41,012**	**42,559**
	1	1.0365	1.0605	1.1005
1	**40,277**	**41,882**	**42,772**	**44,473**
	1.0415	1.0830	1.1060	1.1500
2	**41,882**	**43,680**	**44,531**	**46,388**
	1.0830	1.1295	1.1515	1.1995
3	**43,487**	**45,479**	**46,291**	**48,302**
	1.12450	1.17600	1.19700	1.24900
4	**45,305**	**47,490**	**48,263**	**50,429**
	1.17150	1.22800	1.24800	1.30400
5	**46,910**	**49,327**	**50,100**	**52,343**
	1.2130	1.2755	1.2955	1.3535
6	**48,553**	**51,164**	**51,937**	**54,412**
	1.25550	1.32300	1.34300	1.40700
7	**50,197**	**53,000**	**53,774**	**56,481**
	1.2980	1.3705	1.3905	1.4605
8	**51,840**	**54,837**	**55,611**	**58,550**
	1.34050	1.41800	1.43800	1.51400
9	**53,484**	**56,674**	**57,448**	**60,619**
	1.3830	1.4655	1.4855	1.5675
10	**55,127**	**58,627**	**59,401**	**62,765**
	1.42550	1.51600	1.53600	1.62300

Tutor Salary Schedule 2027-2028—2.5%

STEP	BA	BA+12	BA+24	MA
0	**39,639**	**41,086**	**42,037**	**43,623**
	1	1.0365	1.0605	1.1005
1	**41,284**	**42,929**	**43,841**	**45,585**
	1.0415	1.0830	1.1060	1.1500
2	**42,929**	**44,772**	**45,645**	**47,547**
	1.0830	1.1295	1.1515	1.1995
3	**44,574**	**46,616**	**47,448**	**49,509**
	1.12450	1.17600	1.19700	1.24900
4	**46,437**	**48,677**	**49,470**	**51,690**
	1.17150	1.22800	1.24800	1.30400
5	**48,082**	**50,560**	**51,353**	**53,652**
	1.2130	1.2755	1.2955	1.3535
6	**49,767**	**52,443**	**53,235**	**55,772**
	1.25550	1.32300	1.34300	1.40700
7	**51,452**	**54,326**	**55,118**	**57,893**
	1.2980	1.3705	1.3905	1.4605
8	**53,136**	**56,208**	**57,001**	**60,014**
	1.34050	1.41800	1.43800	1.51400
9	**54,821**	**58,091**	**58,884**	**62,134**
	1.3830	1.4655	1.4855	1.5675
10	**56,506**	**60,093**	**60,886**	**64,334**
	1.42550	1.51600	1.53600	1.62300

Tutor Salary Schedule 2028-2029—2.0%

STEP	BA	BA+12	BA+24	MA
0	**40,432**	**41,908**	**42,878**	**44,495**
	1	1.0365	1.0605	1.1005
1	**42,110**	**43,788**	**44,718**	**46,497**
	1.0415	1.0830	1.1060	1.1500
2	**43,788**	**45,668**	**46,557**	**48,498**
	1.0830	1.1295	1.1515	1.1995
3	**45,466**	**47,548**	**48,397**	**50,500**
	1.12450	1.17600	1.19700	1.24900
4	**47,366**	**49,650**	**50,459**	**52,723**
	1.17150	1.22800	1.24800	1.30400
5	**49,044**	**51,571**	**52,380**	**54,725**
	1.2130	1.2755	1.2955	1.3535
6	**50,762**	**53,492**	**54,300**	**56,888**
	1.25550	1.32300	1.34300	1.40700
7	**52,481**	**55,412**	**56,221**	**59,051**
	1.2980	1.3705	1.3905	1.4605
8	**54,199**	**57,333**	**58,141**	**61,214**
	1.34050	1.41800	1.43800	1.51400
9	**55,917**	**59,253**	**60,062**	**63,377**
	1.3830	1.4655	1.4855	1.5675
10	**57,636**	**61,295**	**62,104**	**65,621**
	1.42550	1.51600	1.53600	1.62300

Appendix E



Firelands Athletic Department
10521 Vermilion Rd.
Oberlin, OH 44074

Head Coach:_____
Sport:_____
Year:_____

Head Coaches Evaluation Forms

Pre-Season and In-Season Coaching Performance & Responsibilities

1= Not Effective 2= Needs Improvement 3= Average 4= Effective 5= Highly Effective

Has double checked with athletic director all player eligibility & physical examination status prior to the 1st day of practice	1	2	3	4	5	N/A
Double checks bus schedules to ensure proper departure times & follows proper transportation procedures at all times	1	2	3	4	5	N/A
Supervision of athletes in the weight room, training room, locker room & practice areas at all times	1	2	3	4	5	N/A
Knowledge of the assignment when it covers Firelands Local Schools policy & procedure	1	2	3	4	5	N/A
Knowledge of the assignment when it covers OHSAA rules & regulations	1	2	3	4	5	N/A
Knowledge of the assignment when in regards to knowing the rules and regulation of the game	1	2	3	4	5	N/A
Has pre-season meeting that spells out the rules and regulations for student participation in the individual sport with the students & parents	1	2	3	4	5	N/A
Attempts to use new ideas along with established ideas in teaching the game to the athletes in practice or in meetings	1	2	3	4	5	N/A
Does not let athletics interfere with the 1st priority, which is performance and growth of the student in a school setting	1	2	3	4	5	N/A
Shows good judgment in coaching responsibilities and decisions	1	2	3	4	5	N/A
Appropriate dress at all practices and games	1	2	3	4	5	N/A
Maintains good squad discipline	1	2	3	4	5	N/A
Models good leadership at all times to players, coaches and fans	1	2	3	4	5	N/A
Instills in the athletes a competitive spirit in individual and team growth through practice and games	1	2	3	4	5	N/A
Instills in the athletes a desire to improve each day physically and mentally through proper practice preparation and execution	1	2	3	4	5	N/A
Supervise & utilize all assistant coaches in their assignment for the Firelands Local Schools and Athletic Program	1	2	3	4	5	N/A
Works with the trainer on all issues regarding player injuries and player rehabilitation from injuries	1	2	3	4	5	N/A
Assists the athletic department in pre-game preparations from field preparation to media information	1	2	3	4	5	N/A
Evaluates & rates officials promptly in the myOHSAA system	1	2	3	4	5	N/A
Ensures that everyone has been board approved and has all of the proper coaching credentials required by the ODE to coach	1	2	3	4	5	N/A



Firelands Athletic Department
10521 Vermilion Rd.
Oberlin, OH 44074

Head Coach:_____
Sport:_____
Year:_____

Head Coaches Evaluation Forms

Professional & Personal Relationships & Responsibilities

1= Not Effective 2= Needs Improvement 3= Average 4= Effective 5= Highly Effective

Cooperation in submitting eligibility lists, equipment list, equipment needs, program information, and all other forms required by the start of the season practice	1	2	3	4	5	N/A
Cooperates with maintenance personnel in the care & maintenance of practice and competition areas	1	2	3	4	5	N/A
Rapport & cooperation in working with other head coaches in the Firelands Athletic Department	1	2	3	4	5	N/A
Rapport with assistant, before, after and during the season so that all are working on the improvement of the program	1	2	3	4	5	N/A
Public Relations- Cooperates and distributes items to promote the program & athletes in the program. Submits all final scores to media	1	2	3	4	5	N/A
Public Relations- Woks with the boosters to improve their program through activities and fundraisers	1	2	3	4	5	N/A
Accepts and carries out the policies of the Firelands Local Schools & the Firelands athletic Department	1	2	3	4	5	N/A
Maturely accepts praise and/or criticism	1	2	3	4	5	N/A
Sideline conduct at games toward players, officials opponents & fans	1	2	3	4	5	N/A
Conduct outside of the school setting where team members are involved	1	2	3	4	5	N/A
Conduct outside of the school setting; ie social media presence	1	2	3	4	5	N/A
Encourages all students to participate in as many extra-curricular Firelands activities as possible	1	2	3	4	5	N/A
Contacts colleges and service groups in regard to their players	1	2	3	4	5	N/A
Respects and supports other head coaches and athletes during their seasonal sport season	1	2	3	4	5	N/A
Keeps Athletic Director informed of any or all problems before, during and after all sporting events and practices	1	2	3	4	5	N/A
Cares for all equipment and has procedures in place to safely and neatly store all equipment on a daily basis	1	2	3	4	5	N/A
Cooperates and works with administration and teaching staff in working to ensure a students academic and social progress	1	2	3	4	5	N/A
Oversees and guarantees the safety of the students and staff during practice, meetings and competition	1	2	3	4	5	N/A
Promotes respect, class and sportsmanship by example through appearance manners, behavior, language and conduct at all times	1	2	3	4	5	N/A



Firelands Athletic Department
10521 Vermilion Rd.
Oberlin, OH 44074

Head Coach:_____
Sport:_____
Year:_____

Head Coaches Evaluation Forms

Post Season and General Off- Season Responsibilities

1= Not Effective 2= Needs Improvement 3= Average 4= Effective 5= Highly Effective

Turns in required information regarding player awards in a timely manner to the Athletic Department	1	2	3	4	5	N/A
Collect, inventories, and stores equipment in a neat and effective manner	1	2	3	4	5	N/A
Turns in all failure to return school equipment forms to Athletic Department in a timely manner	1	2	3	4	5	N/A
Attends year end conference and coaches association meetings	1	2	3	4	5	N/A
Has exit meetings or has communicated with returning athletes so they know when off-season and pre-season trainings start and what the expectations are of them	1	2	3	4	5	N/A
Turns in all summer and off-season calendar to the athletic department	1	2	3	4	5	N/A
Participates and assists in the season end awards celebration, and acts in a professional manner during the ceremony	1	2	3	4	5	N/A
Schedules weight room time for the off-season	1	2	3	4	5	N/A
Submit a detailed equipment list of equipment needs for the upcoming season at the year end evaluation	1	2	3	4	5	N/A
Schedules review with all assistant coaches down through the middle school if applicable	1	2	3	4	5	N/A
Loyalty to the Firelands Local Schools and the Athletic Program. Can work within the chain of command in the Firelands Athletic Program	1	2	3	4	5	N/A



Firelands Athletic Department
10521 Vermilion Rd.
Oberlin, OH 44074

Head Coach:_____
Sport:_____
Year:_____

Specific goals, objectives or expectations to reach in the next season:

General appraisal of Performance by the Head Coach:

☐ Recommended for Continued Assignment
☐ Recommended for continued assignment, provided the coach agrees to the attached improvement plan
☐ Not Recommended for continued assignment

_____ _____
Head Coaches Signature Date

_____ _____
Athletic Director Signature Date

_____ _____
Superintendent Signature Date

Firelands Local Schools
Non-Head Coach Evaluation

Sport:_____

Name:_____ Date of Evaluation:_____

	Outstanding	Satisfactory	Needs Improvement	Unsatisfactory	N/A
Promotes all sports and athletes through sportsmanship, ethics, and integrity	4	3	2	1	
Is cooperative in sharing and scheduling facilities	4	3	2	1	
Upholds Board policies, follows league and administrative procedures	4	3	2	1	
Communicates and works cooperatively with:					
Activities Director	4	3	2	1	
Administration	4	3	2	1	
Athletic Boosters	4	3	2	1	
Parents	4	3	2	1	
Athletes	4	3	2	1	
Trainer					
Attends and participates in all mandatory programs, meetings, and trainings	4	3	2	1	
Assists in helping parents understand program objectives and athlete's responsibilities	4	3	2	1	
Organizes/Assists with team tryouts and maintains integrity of the selection process	4	3	2	1	
Organizes/Assists to documents all the proper paperwork as directed by the Activities Director/Site Manager	4	3	2	1	
Is knowledgeable of sport and uses sound methods of coaching	4	3	2	1	
Motivates athletes in a positive manner, promotes team spirit and unity	4	3	2	1	
Maintains individual and team discipline and control	4	3	2	1	
Is fair, understanding, and follows due process with team members	4	3	2	1	
Assigns/Assists with the assignment of, collection, and inventory of all athletic equipment/uniforms issued to athletes	4	3	2	1	
Ensures that athletes keep locker room and practice areas orderly	4	3	2	1	
Takes precautions to ensure student safety. Does not leave students unsupervised	4	3	2	1	
Deals with injuries in a caring and professional manner	4	3	2	1	
Supports and participates in team/Athletic Booster fundraisers	4	3	2	1	
Utilizes team support staff (managers, film, scorebook, etc.)	4	3	2	1	
Develops rapport with coaching staff, teachers, administration, and the team	4	3	2	1	
Exhibits interest in coaching	4	3	2	1	
Promotes conditioning and physical fitness	4	3	2	1	
Promotes and encourages academic achievement	4	3	2	1	
Works with athletes of varied ability levels	4	3	2	1	
Conducts self to promote a favorable image of the School District	4	3	2	1	

Head Coach has had input on this evaluation. Yes _____ No _____

Commendations:

Recommendations:

- ☐ Recommended for continued assignment
- ☐ Recommended for continued assignment, provided the coach agrees to the attached improvement plan
- ☐ Not recommended for continued assignment

Signature of Coach:_____ Date:_____
*Your signature does not indicate that you agree with this evaluation, merely that you received a copy.

Signature of Athletic Director:_____ Date:_____

Firelands Local Schools
Non-Coaching Supplemental Evaluation



Activity:_____ Date of Evaluation:_____

Name:_____

	Outstanding	Satisfactory	Needs Improvement	Unsatisfactory	N/A
Is cooperative in sharing and scheduling facilities	4	3	2	1	
Upholds Board policies and administrative procedures	4	3	2	1	
Communicates and works cooperatively with:					
Administration	4	3	2	1	
Staff	4	3	2	1	
Parents	4	3	2	1	
Students	4	3	2	1	
Completes all paperwork in a timely manner	4	3	2	1	
Takes precautions to ensure student safety. Does not leave students unsupervised	4	3	2	1	
Maintains order, discipline and control of those involved in activity	4	3	2	1	
Keeps records of monetary transactions	4	3	2	1	
Promotes activity in a positive manner	4	3	2	1	
Accepts the responsibility of said activity	4	3	2	1	
Attends and participates in all mandatory programs, meetings, and trainings	4	3	2	1	
Is fair, understanding, and follows due process with activity members	4	3	2	1	
Promotes and encourages academic achievement	4	3	2	1	
Conducts self to promote a favorable image of the School District	4	3	2	1	

Commendations/Recommendations:

Signature of Activity Coordinator:_____ Date:_____
***Your signature does not indicate that you agree with this evaluation, merely that you received a copy.**

Signature of Asst. Principal/Principal:_____ Date:_____

PROFESSIONAL NEGOTIATED AGREEMENT INDEX

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ARTICLE XXI

DURATION CLAUSE

21.01 DURATION CLAUSE

This Agreement between the Board and the Association shall become effective with the August 1, 2026 school year and shall expire on July 31, 2029.

Executed as of the 9th day of February, 2026.

FIRELANDS BOARD OF EDUCATION

Tom Myers
President

Superintendent

Treasurer

FIRELANDS EDUCATION ASSOCIATION

Steve Lee / Mike Rhue
FEA President

FEA Vice-President

FEA Negotiator

FEA Negotiator

Mon, 10/19/2026 07:49:06 AM SERB