Wed, 10/14/2026 01:27:56 PM SERB

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COLLECTIVE BARGAINING AGREEMENT



Between

THE FREDERICKTOWN EDUCATION ASSOCIATION

and

THE FREDERICKTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

July 1, 2026

To

June 30, 2028

TABLE OF CONTENTS

		Page
ARTICLE I RECOGNITION		1
1.01	RECOGNITION	1
1.02	LENGTH OF RECOGNITION	1
ARTICLE II PROCEDURES FOR CONDUCTING NEGOTIATIONS		1
2.01	COMMITMENT TO BARGAINING	1
2.02	REPRESENTATION	2
2.03	INITIAL BARGAINING SESSION	2
2.04	WHILE NEGOTIATIONS ARE IN PROGRESS	2
2.05	NEGOTIATION TIME LIMITS	3
2.06	AGREEMENT	3
2.07	IMPASSE PROCEDURES	3
2.08	MISCELLANEOUS	4
ARTICLE III PROFESSIONAL GRIEVANCE PROCEDURE		4
3.01	DEFINITIONS	4
3.02	GENERAL PROVISIONS	5
3.03	PROCEDURE	5
ARTICLE IV BOARD AND ASSOCIATION RIGHTS		7
4.01	Exclusive recognition shall entitle the FEA to the following organizational rights:	7
4.02	RIGHT TO ORGANIZE	8
4.03	ASSOCIATION LEAVE	8
4.04	BOARD RIGHTS	8
4.05	CONFERENCE COMMITTEE	9
ARTICLE V COMPENSATION AND BENEFITS		11
5.01	SALARY INDEX	11
5.02	SALARY SCHEDULE	12
5.03	EXTRACURRICULAR SALARY SCHEDULE	14
5.04	INSURANCE	16
5.05	SECTION 125 ACCOUNT	17
5.06	PAYROLL PRACTICES	17
5.07	SEVERANCE PAY	19
5.08	TUITION REIMBURSEMENT	20
5.09	MILEAGE	22
5.10	BENEFIT REFUND	22
5.11	STRS PICK-UP	23
5.12	PLACEMENT ON SALARY SCHEDULE	23
5.13	EMPLOYMENT OF STRS RETIREES	24
ARTICLE VI LEAVES OF ABSENCE (PAID AND UNPAID)		25
6.01	SICK LEAVE	25
6.02	ASSAULT LEAVE	26
6.03	PERSONAL LEAVE	27
6.04	EDUCATIONAL LEAVE	28
6.05	PROFESSIONAL LEAVE	29
6.06	FAMILY AND MEDICAL LEAVE	29
6.07	COURT LEAVE	30

6.08 CHILD CARE LEAVE 30
6.09 PARENTAL LEAVE 31
ARTICLE VII EMPLOYMENT PRACTICES AND CONDITIONS 32
7.01 INDIVIDUAL CONTRACTS, REGULAR 32
7.02 INDIVIDUAL CONTRACTS, SUPPLEMENTAL 32
7.03 SEQUENCE OF CONTRACTS 34
7.04 SCHOOL CALENDAR 35
7.05 STANDARDS BASED EVALUATION SYSTEM 37
7.06 CERTIFICATION/LICENSURE 47
7.07 TRANSFER AND VACANCY 47
7.08 REDUCTION IN FORCE 49
7.09 PERSONNEL FILES 52
7.10 PUBLIC COMPLAINT PROCEDURE 53
7.11 ACADEMIC FREEDOM 54
7.12 LESSON PLANS 54
7.13 ADMINISTERING MEDICATION/MEDICAL PROCEDURES 54
7.14 MEDICAL 55
7.15 UNIT MEMBERS WITH CONTAGIOUS DISEASES 55
7.16 CLASS COVERAGE 57
7.17 CLASS SIZE 57
7.18 MASTER SCHEDULE 58
7.19 STUDENTS WITH SPECIAL NEEDS 58
7.20 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 59
7.21 COLLEGE CREDIT PLUS 60
7.22 DISCIPLINE 60
ARTICLE VIII OTHER PROVISIONS 61
8.01 CONFLICT WITH LAW 61
8.02 ENTIRE AGREEMENT 61
8.03 ORC 3302.10 ACKNOWLEDGMENT 62
8.04 DURATION 62
APPENDIX A 63
GRIEVANCE REPORT FORM 63
APPENDIX B 65
FREDRICKTOWN LOCAL SCHOOLS MEDICAL BENEFITS 65
Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Coverage Period: 01/01/2026 - 12/31/2026

APPENDIX C 72
APPLICATION FOR EDUCATIONAL ADVANCEMENT COSTS 72
APPENDIX D 73
FREDERICKTOWN LOCAL SCHOOLS ASSAULT LEAVE 73
APPENDIX E 74
PROFESSIONAL MEETING REIMBURSEMENT FORM 74
APPENDIX F 75
REQUIREMENTS FOR ATTAINING A CONTINUING CONTRACT 75
APPENDIX G 78
PRE-OBSERVATION CONFERENCE FORM 78
APPENDIX H 80
EXPLANATION OF FORM 80

ARTICLE I
RECOGNITION

1.01 RECOGNITION

The Fredericktown Local School District Board of Education (hereinafter referred to as the Board) recognizes the Fredericktown Education Association (hereinafter referred to as the FEA), affiliated with the Ohio Education Association, and the National Education Association, as the sole and exclusive bargaining representative of teachers, tutors, nurses, licensed/certificated librarians, social worker, and guidance counselors employed under regular limited or continuing teaching contracts in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement. Members of the bargaining unit are hereinafter referred to as unit members.

Substitutes, educational assistants (aides), home tutors, non-certificated employees, principals, assistant principals, supervisors, athletic director with evaluative responsibility and other confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code are excluded from the bargaining unit. The State Employment Relations Board shall determine any questions concerning the composition of the bargaining unit.

1.02 LENGTH OF RECOGNITION

Recognition of the FEA as the exclusive representative of unit members shall be for the term of this Agreement as provided for in Sections 4117.04(A) and 4117.05(B) of the Ohio Revised Code and will continue thereafter until the FEA is successfully challenged or decertified as provided for in Sections 4117.05 and 4117.07 of the Ohio Revised Code.

ARTICLE II

PROCEDURES FOR CONDUCTING NEGOTIATIONS

2.01 COMMITMENT TO BARGAINING

A. Scope of Negotiations – The Board shall enter into negotiations with the FEA for the purpose of achieving an agreement covering all matters pertaining to or affecting wages, hours, and terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Agreement.

B. Directing Requests – Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the FEA President, and FEA requests shall be directed to the

Superintendent. A copy shall be filed with the State Employment Relations Board (SERB) by the initiating party.

The initial request shall be made ninety (90) to one hundred twenty (120) days prior to the expiration of the current agreement. The first session shall be arranged by mutual agreement but shall take place within fifteen (15) days of the request to open negotiations. Such meetings shall not be conducted during the regular school day unless an emergency occurs. Both parties must agree to declare such an emergency.

2.02 REPRESENTATION

A. Negotiating Teams – The Board and the FEA shall be represented by a team of negotiators, not to exceed four (4) members each. Neither party shall have any control over the negotiation or bargaining representatives of the other party. While no final agreement shall be executed without ratification by the FEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations. All negotiations shall be conducted exclusively between the teams, and in executive session. In addition, each party shall be authorized to admit no more than two (2) observers to each meeting.

B. Consultants – The parties may call upon professional and lay consultants. Such consultants may be used at the discretion of the negotiators. The expense of such consultants shall be borne by the party requesting them.

2.03 INITIAL BARGAINING SESSION

A. The first bargaining session shall be held for the exchange of fully written proposals and shall establish dates for future sessions.

B. Once packages are submitted, no new items shall be added unless mutually agreed to.

2.04 WHILE NEGOTIATIONS ARE IN PROGRESS

A. Progress Reports – Periodic written progress reports may be issued to the public provided that any such release shall have the prior approval of both parties.

B. Reporting – Interim progress reports may be made to the FEA by its representatives and to the Board by its representatives. Any information derived from such reports shall not be disclosed to the general public.

C. Good Faith Negotiations – "Good Faith" requires that the FEA and the Board be willing to react to each other's proposals and give reasons. "Good Faith" obligates the parties' representatives to meet at reasonable times to deal with each other openly and fairly in an effort to reach an agreement on those matters being

negotiated. The obligation to meet does not compel either party to agree on a proposal or make a concession.

D. Tape Recording – Bargaining sessions may be taped only by mutual agreement.

E. Information – The Board and the FEA agree to supply available public information that is specifically requested and routinely prepared in a timely fashion. All costs of reproduction shall be assumed by the requesting party.

2.05 NEGOTIATION TIME LIMITS

A. Caucus – Upon request, either party may caucus for a reasonable period.

B. Length – Meetings shall not exceed three (3) hours unless extended by mutual agreement.

2.06 AGREEMENT

A. All tentative agreements shall be reduced to writing and initialed by both parties. Once a tentative agreement is reached, no further discussions shall take place on the issue unless by mutual agreement.

B. If agreement is reached on all matters being bargained, the tentative agreement shall be reduced to writing and submitted to the FEA for ratification and to the Board for approval. Once ratified, the Board shall take action within sixteen (16) calendar days following the FEA's action. This Agreement shall then be signed by both parties and become binding.

C. Further Terms of Agreements – Any agreement reached and accepted by the FEA and the Board shall supersede any contrary or inconsistent terms contained in any individual unit member contracts hereinafter in effect. All future individual unit member contracts shall be made expressly subject to terms of this Agreement.

2.07 IMPASSE PROCEDURES

A. Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. This Article does not diminish or preclude the FEA's rights under Section 4117.14(D)(2) of the Ohio Revised Code, provided that the procedures herein have been followed.

B. If agreement is not reached within sixty (60) calendar days after the initial negotiating session held under this Article or forty-five (45) calendar days before the expiration of this Agreement, whichever comes sooner, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a

mediator from the Federal Mediation and Conciliation Service. The mediation period shall terminate on the expiration date of this Agreement, unless the parties otherwise agree.

C. If there are costs for such service, the costs shall be shared equally by the Board and the FEA.

2.08 MISCELLANEOUS

A. Upon final approval by both the FEA and the Board, two (2) copies of the total agreement shall be signed by the Board President and the FEA President. Both parties shall retain a signed copy of the final agreement.

B. The Board shall be responsible for preparing the final agreement. The FEA and the Board shall be responsible for the electronic distribution of the agreement to unit personnel and Board members.

C. All present language unless deleted or modified will be incorporated into a successor agreement at such time a successor agreement is ratified and approved.

ARTICLE III
PROFESSIONAL GRIEVANCE PROCEDURE

3.01 DEFINITIONS

A. Grievance: A "grievance" is defined as an alleged misapplication, misinterpretation, or violation of only the specific and express written provisions of this Agreement.

B. Grievant: is a unit member who files a grievance, or in the event of a group grievance, the FEA.

C. Days: means workdays during the regular school year. During the summer months, "days" means calendar days excluding Saturdays, Sundays, and legal holidays and administrative non-workdays.

3.02 GENERAL PROVISIONS

A. Time Limits: The number of days indicated at each level shall be considered maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written or electronic agreement. Failure of the Board to process a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant to initiate the grievance or appeal a decision within the time limits specified shall result in the grievance being deemed waived and void.

B. Representation: The unit member has the right to have a representative present at any meeting. If a unit member chooses not to have FEA representation, it is understood that an FEA representative must nevertheless be present at any adjustment of the grievance and give approval to any grievance settlement.

C. Written Decisions: Except at the informal level, all decisions rendered, at all levels of the grievance procedure, shall be in writing, setting forth the decision and shall be transmitted promptly to all parties.

D. Reprisals: No reprisals of any kind shall be taken by the Board or any of its agents against any grievant, any representative, any member of the FEA, or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant, his representative of the FEA against the Board, or any of its agents.

3.03 PROCEDURE

(Step 1) The grievant shall first discuss the grievance with the lowest level administrator who has the authority to resolve the issue. If the issues involve unit members in more than one building, the grievance shall be directly filed with the Superintendent. This meeting shall be on an informal basis.

(Step 2) If the discussion does not resolve the grievance to the satisfaction of the grievant, the aggrieved may file a written grievance with the lowest level administrator who has the authority to resolve the issue, typically the building principal, within twenty (20) days following the act or condition which is the basis of the grievance. The grievant shall be granted a conference to be conducted within five (5) days after the immediate supervisor's receipt of the request. The grievant shall be advised in writing of the time, place and date of such conference. The action taken shall be reduced in writing and copies sent to the individual, President of the FEA, and Superintendent.

(Step 3) If the action taken by the administrator in Step 1 does not resolve the grievance, the aggrieved may appeal in writing to the Superintendent and request a conference. Failure to file such appeal within five (5) days from receipt of the written

disposition at Step 2 shall constitute a waiver of the right to appeal. Upon request, a conference shall be conducted by the Superintendent within five (5) days. The Superintendent shall address the grievance, in writing, within five (5) days after the conclusion of the conference. Copies of the written disposition shall be sent to the grievant, building principal, and FEA President.

(Step 4) If the action taken by the Superintendent does not resolve the grievance, the aggrieved may appeal the grievance to the Board within ten (10) days of receipt of the written Step 3 disposition. The appeal to the Board shall be in writing and filed with the Board Treasurer. The Board Treasurer shall place the item on the agenda for the next regular meeting of the Board. If it chooses to do so, the Board may conduct a special meeting to deal with the situation. The grievant shall be assured the right to present his/her case and argument with representation before the Board.

The Board shall act on the appeal no later than the next regular Board meeting following the Board meeting at which the grievance was received. The Board's action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the unit member. The Board shall notify the aggrieved in writing of its decision within ten (10) days following the Board meeting during which the decision is made on the grievance. Copies of the action shall be sent to the grievant, building principal, Superintendent, and FEA President.

(Step 5) If the grievant is not satisfied with the disposition of the grievance at Step 4, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration shall be made within seven (7) days following the receipt of the disposition of the grievance by the Board. The grievant's request for arbitration shall be by certified mail with return receipt requested to the Superintendent or by hand delivered notice with signature of Superintendent or his/her secretary on notice.

A. Such request for binding arbitration of the grievance shall specify the act or condition upon which the grievance is based, the names and addresses of the parties, the contractual clause(s) alleged to have been misapplied, and the remedy sought. Within five (5) days following receipt of the grievant's request for arbitration, the Superintendent (or designee) and the grievant or his/her representative shall attempt to mutually agree on a third party to hear the case. If such mutual agreement cannot be made within five (5) days, the parties may mutually petition the American Arbitration Association (AAA) to provide both parties with a list or lists of names in which an arbitrator will be selected and notified in accordance with the AAA's Voluntary Labor Arbitration Rules. The party seeking the arbitration shall contact the AAA in order to proceed to final binding arbitration in accordance with the rules/procedures of the AAA.

B. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the AAA's Voluntary Labor Arbitration

Rules.

C. The arbitrator shall hold the necessary hearing promptly and issue the decision. The decision shall be in writing and a copy sent to both parties. The decision of the arbitrator shall be final and binding.

D. 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, or add to, detract from, modify the language therein in arriving at his/her decision concerning any issue. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for advisory arbitration and shall have no authority to decide any other issue(s) not submitted.

E. Costs for services of the arbitrator, including per diem expenses, shall be born by the loser of the grievance. If the arbitrator does not grant relief to one party over the other, the costs shall be borne equally by both parties.

F. Any other expenses resulting from the arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses except where it is agreed that such hearing is during a witness's regular hours of employment.

See Appendix A.

ARTICLE IV
BOARD AND ASSOCIATION RIGHTS

4.01 Exclusive recognition shall entitle the FEA to the following organizational rights:

A. Use of designated building bulletin boards in each unit members' lounge and the unit members' workroom for FEA information.

B. Right of the FEA President (or designated representative) to make brief announcements at the conclusion of staff meetings.

C. Use of the school public address system for FEA meeting/information announcements during non-student contact time.

D. Use of staff mailboxes for distribution of FEA information.

E. The FEA President shall be provided with the agenda, together with public records provided to Board members, of all regularly scheduled and special Board meetings. The Board will send this packet via electronic mail using the District-provided (name@fredschools.com) email address. The packet will not include items that are

confidential in nature and not subject to disclosure as public records.

F. The FEA President shall be provided with the minutes of all Board meetings at no cost to the FEA.

G. The FEA shall have the right to use school buildings and facilities during non-school hours without charge for meetings held during the custodian's scheduled work time so long as such meetings do not interfere with other building activities. The FEA shall make arrangements with the Superintendent and/or building principal(s) for such use at least twenty-four (24) hours prior to any proposed meeting(s). The Association shall use the building according to Section 3313.79 of the Ohio Revised Code with no rental charge except reimbursement to the Board for custodial overtime wages.

H. A representative of the FEA will be permitted to address the Board at each regularly scheduled Board meeting during the committee reports agenda item.

Except by agreement, the FEA comments will be limited to ten (10) minutes and will not include pending grievances or issues that should be resolved or concern the collective bargaining process.

4.02 RIGHT TO ORGANIZE

All teachers shall have the right to join or not to join any organization for their professional or economic improvement and membership in any organization or payment of dues or fees to any such organization shall not be a condition of employment or continued employment.

4.03 ASSOCIATION LEAVE

The Board will allow an aggregate of seven (7) days' Association Leave, with pay, for the express use of conducting FEA business. These days shall include attendance at the NEA/OEA/NCOEA workshops, conferences, meetings, etc. Such leave shall be automatically granted if verified by the FEA President as being appropriate. Unless approved by the Superintendent, or designee, no more than two (2) members from the same building (per IRN) may use Association Leave at the same time.

4.04 BOARD RIGHTS

Except as specifically abridged, delegated, granted, or modified by a specific and express term of this Agreement, the Board hereby retains its legal authority which shall include, but not be limited to, the right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions of programs of the Board, standards of services, its overall budget, utilization of technology and organizational structure; direct, supervise, evaluate, and hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted;

suspend, discipline, demote, or discharge for just cause; or lay off, nonrenew, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the District as an educational unit; effectively manage the work force; take actions to carry out the missions of the District; and the Superintendent's right to direct, assign, supervise, evaluate, schedule, and transfer employees. The Board's and the Superintendent's exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the FEA, except as the foregoing affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the Agreement.

4.05 CONFERENCE COMMITTEE

A. The Superintendent (and/or designated representative) and the FEA agree to establish a Labor/Management Relations Committee to confer on issues of mutual concern.

The purpose of the Committee shall be to aid in communications between both parties. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussion held by this Committee shall not be construed as negotiations or as an official decision-making process. The discussions of this Committee shall not result in modifications or additions to this Agreement.

B. This Committee shall consist of representatives of both the FEA and the Board.

The Superintendent and/or designee and the three (3) building principals will serve on the Committee: The FEA President (and/or designee) and one (1) member from each building, selected by the FEA President, will serve on the Committee. The Superintendent (or designee) will chair the Committee.

C. Either party can request a meeting of the Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request. Matters taken up at the conference shall be limited to those included in the agenda.

D. The meeting shall be held at times and places mutually agreed upon within seven (7) calendar days after the request. An extension of this timetable may be made if both parties agree.

E. A joint statement prepared and agreed to by the FEA representatives and the Board representatives will be made at the conclusion of each Committee meeting. The Committee reports will be sent to all concerned parties.

F. Prior to a building level issue coming to the Conference Committee, the issue must first be raised at the building level with the Building Advisory Committee.

The role of the Building Advisory Committee shall be to improve and facilitate

communications among the Association and the building administration on matters involving the operation of the school. The BAC shall be composed of three (3) current FEA members, who have been employed in the district for at least one (1) year.

The FEA will present a list of three (3) names to the building principal who have volunteered to serve on the committee. The building principal can remove one (1) name from that list and suggest a replacement who is an FEA member. It is up to the principal to secure that replacement. This will be done prior to September 1.

The BAC shall hold monthly meetings unless neither party has any issues to bring forward. The Association shall keep minutes of the meeting and the administration shall review the minutes prior to the Association distributing the minutes to staff and the administration. The minutes shall be distributed within five (5) workdays of each meeting. Drafts of the minutes shall be shared among the committee members for approval prior to distribution.

ARTICLE V

COMPENSATION AND BENEFITS

5.01 SALARY INDEX

	BA	BA+8*	BA+16*	150 HOURS	MA	MA+15	MA+30
Step 0	1	1.02	1.035	1.05	1.15	1.18	1.21
Step 1	1.05	1.07	1.085	1.1	1.2	1.23	1.26
Step 2	1.1	1.12	1.135	1.15	1.25	1.28	1.31
Step 3	1.15	1.17	1.185	1.2	1.3	1.33	1.36
Step 4	1.2	1.22	1.235	1.25	1.35	1.38	1.41
Step 5	1.25	1.27	1.285	1.3	1.4	1.43	1.46
Step 6	1.3	1.32	1.335	1.35	1.45	1.48	1.51
Step 7	1.35	1.37	1.385	1.4	1.5	1.53	1.56
Step 8	1.4	1.42	1.435	1.45	1.55	1.58	1.61
Step 9	1.45	1.47	1.485	1.5	1.6	1.63	1.66
Step 10	1.5	1.52	1.535	1.55	1.65	1.68	1.71
Step 11	1.55	1.57	1.585	1.6	1.7	1.73	1.76
Step 12	1.55	1.57	1.585	1.65	1.75	1.78	1.81
Step 13	1.55	1.57	1.585	1.65	1.8	1.83	1.86
Step 15	1.6	1.62	1.635	1.7	1.85	1.88	1.91
Step 18	1.65	1.75	1.9	1.93	1.96	1.93	1.96
Step 20	1.7	1.8	1.95	1.98	2.01	1.98	2.01
Step 25	1.75	1.85	2	2.03	2.06	2.03	2.06
Step 27	1.8	1.9	2.05	2.08	2.11	2.08	2.11
Step 30	1.85	1.95	2.1	2.13	2.16	2.13	2.16

*The BA+8 and BA+16 columns apply only to incumbent bargaining unit members. No person hired on or after July 1, 2019 can be placed in either column.

The BA Step 0 base salary for the 2026 – 2027 school year shall be $41,322.
The BA Step 0 base salary for the 2027 – 2028 school year shall be $42,355.

5.02 SALARY SCHEDULE

Certificated

2026-2027

2025 – 2026 Base Salary	$40,314				
Increase	2.00%				
Step	BA	150	MA	MA + 15	MA + 30
0	41,322	43,388	47,520	48,760	49,999
1	43,388	45,454	49,586	50,826	52,066
2	45,454	47,520	51,652	52,892	54,132
3	47,520	49,586	53,718	54,958	56,198
4	49,586	51,652	55,784	57,024	58,264
5	51,652	53,718	57,851	59,090	60,330
6	53,718	55,784	59,917	61,156	62,396
7	55,784	57,851	61,983	63,222	64,462
8	57,851	59,917	64,049	65,289	66,528
9	59,917	61,983	66,115	67,355	68,594
10	61,983	64,049	68,181	69,421	70,660
11	64,049	66,115	70,247	71,487	72,726
12	64,049	68,181	72,313	73,553	74,793
13	64,049	68,181	74,379	75,619	76,859
15	66,115	70,247	76,445	77,685	78,925
18	68,181	72,313	78,512	79,751	80,991
20	70,247	74,379	80,578	81,817	83,057
25	72,313	76,445	82,644	83,883	85,123
27	74,379	78,512	84,710	85,949	87,189
30	76,445	80,578	86,776	88,016	89,255

*The BA+8 and BA+16 columns apply only to incumbent bargaining unit members. No person hired on or after July 1, 2019 can be placed in either column.

Certificated

2027-2028

2026 – 2027 Base Salary 41,322

Increase 2.0%

Step	BA	150	MA	MA + 15	MA + 30
0	42,355	44,473	48,708	49,979	51,250
1	44,473	46,591	50,826	52,097	53,367
2	46,591	48,708	52,944	54,214	55,485
3	48,708	50,826	55,062	56,332	57,603
4	50,826	52,944	57,179	58,450	59,721
5	52,944	55,062	59,297	60,568	61,838
6	55,062	57,179	61,415	62,685	63,956
7	57,179	59,297	63,533	64,803	66,074
8	59,297	61,415	65,650	66,921	68,192
9	61,415	63,533	67,768	69,039	70,309
10	63,533	65,650	69,886	71,156	72,427
11	65,650	67,768	72,004	73,274	74,545
12	65,650	69,886	74,121	75,392	76,663
13	65,650	69,886	76,239	77,510	78,780
15	67,768	72,004	78,357	79,627	80,898
18	69,886	74,121	80,475	81,745	83,016
20	72,004	76,239	82,592	83,863	85,134
25	74,121	78,357	84,710	85,981	87,251
27	76,239	80,475	86,828	88,099	89,369
30	78,357	82,592	88,946	90,216	91,487

*The BA+8 and BA+16 columns apply only to incumbent bargaining unit members.
No person hired on or after July 1, 2019 can be placed in either column.

5.03 EXTRACURRICULAR SALARY SCHEDULE

BA Step 0 of the applicable salary schedule appearing in Section 5.02 of this Article shall be the basis for calculating supplemental pay.

Extra Curricular Salary Schedule

2026 – 2028

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 10
GROUP 1	0.139	0.147	0.155	0.163	0.171	0.191
GROUP 2	0.108	0.113	0.118	0.123	0.128	0.138
GROUP 3	0.100	0.104	0.108	0.112	0.116	0.126
GROUP4	0.084	0.088	0.092	0.096	0.100	0.110
GROUPS 4	0.072	0.076	0.080	0.084	0.088	0.098
GROUP 6	0.038	0.042	0.046	0.050	0.054	0.064
GROUP 7	0.025	0.029	0.033	0.037	0.041	0.051
GROUP 8	0.012	0.016	0.020	0.024	0.028	0.038
GROUPS 9	Class Advisors: (Each salary is to be divided among the advisors in that position)					
Senior Class	0.070					
Junior Class	0.061					
Sophomore Class	0.020					
Freshman Class	0.020					

Group 1
Head Varsity Football
Head Boys' Varsity Basketball
Head Girls' Varsity Basketball
Head Varsity Volleyball
Marching Band Head Director

Group 2
Head Girls' Track
Head Boys' Track
Head Cross Country
Head Baseball
Head Softball
Head Boys' Wrestling
Head Bowling
Head Golf
Strength Coach
HS Cheerleading
Head Girls' Wrestling
Marching Band Assistant Director

Group 3
JV Football
JV Basketball
JV Volleyball
JV Softball
Asst. Football
Asst. Golf
Yearbook Advisor
Boys' Basketball Program Asst.
Girls' Basketball Program Asst.
Volleyball Program Asst.

Group 4
Freshman Football
Freshman basketball
Freshman Volleyball
Freshman Softball

Group 5
MS Football
MS Basketball
MS Volleyball
MS Track
MS Boys' Wrestling
MS Girls' Wrestling
Choral Music Director
Play Director
Musical Director
Marching Band Tech
Choir Accompanist

Group 6
MS Cheerleading
MS Games Manager
Instrumental Music

Group 7
National Honor Society
HS Student Council

Group 8
MS Student Council
Power of the Pen
Ski Club Advisor
FES Student Council
Academic Challenge

Hourly Rates*
Summer School $30.00
Tutoring $30.00

5.04 INSURANCE

A. The Board will pay a maximum of 85% of the family plan for married employees and 85% of the single plan for single employees per month towards the cost of the insurance fringe medical/prescription drug, dental, and vision benefits to the extent elected by the employee (it is mutually understood that medical/prescription drug benefits must either both be elected or neither elected). The difference between the Board's contribution and the total monthly premium shall be paid by the unit member using payroll deduction procedures.

A standing insurance committee will be formed, consisting of up to three (3) representatives each from the Board, FEA, and the OAPSE-affiliated support staff union. The committee's task will be to conduct ongoing review of and make recommendations regarding the medical, dental and vision administration and benefit plans.

The Board agrees to maintain the present practice of employee coverage selection. Medical/prescription drug insurance coverage shall remain equal to or greater than the specifications appearing in the Summary of Benefits and Coverage document attached to this Agreement as Appendix B. The medical plan shall include all essential health benefits required under 42 U.S. Code § 18022. Dental and vision insurance coverage shall remain equal to or greater than the specifications appearing in the current plan. The Board shall have the right to select the insurance carrier.

The District's medical and prescription drug plans are tied together. An employee electing coverage under the medical plan will automatically be afforded the same level or coverage under the prescription drug plan. Coverage under the prescription drug program will not be offered separately from the medical plan.

The deductible amounts indicated in Appendix B will apply during a calendar year period (beginning January 1, 2020) and will apply separately to network and non-network services covered under the plan of benefits. For example, amounts paid by a plan participant toward satisfaction of the annual network deductible will not count against the annual non-network deductible, and amounts paid by a plan participant toward satisfaction of the annual non-network deductible will not count against the annual network deductible required under the plan. It is mutually understood that deductible amounts for all of calendar year 2019 will be administered in accordance with the health/prescription drug plan specifications appearing in the plan in effect from January 1, 2019 through June 30, 2019.

The annual out-of-pocket limits indicated in Appendix B will apply during a calendar year period (beginning January 1, 2020) and will apply separately to network and non-network services covered under the plan of benefits. For example, amounts paid by a plan participant toward the satisfaction of the annual out-of-

pocket limit, and amounts paid by a plan participant toward satisfaction of the annual non-network out-of-pocket limit will not count against the annual network out-of-pocket limit. It is mutually understood that out-of-pocket limits for all of calendar year 2019 will be administered in accordance with the health/prescription drug plan specifications appearing in the plan in effect from January 1, 2019 through June 30, 2019.

Maintenance medication may be purchased through mail order after the first 100 days of usage. An employee eligible to receive a 90-day supply of a maintenance drug by mail with an employee co-pay of twenty dollars ($20.00) may opt instead to have the prescription filled at a pharmacy instead of by mail, but the employee co-pay in such case will be sixty dollars ($60.00), not twenty dollars ($20.00).

Coordination of benefit provisions also including dental and vision will be administered under standard non-duplication of benefit language, which prevents a covered person from receiving more in benefits under a combination of plans than would have been received under this plan alone had other coverage not been available.

B. The Board agrees to provide and pay one hundred percent (100%) of a twenty thousand dollars ($20,000.00) life insurance policy for all employees.

5.05 SECTION 125 ACCOUNT

The Board shall implement an Internal Revenue Code Section 125 plan for all unit members under which the employee share of insurance premiums is paid with pre-tax dollars.

5.06 PAYROLL PRACTICES

A. Association Dues Deductions

1. The Board agrees to deduct from the pay of unit members, dues for "United Education Professions" (UEP) when so authorized in writing by each unit member desirous of having such dues deducted. FEA shall be responsible for the clerical work necessary to present such authorization and list to the Treasurer at no expense to the Board.

2. Individual authorization forms for dues deductions shall be furnished by the FEA.

3. Dues deductions shall be transmitted by the Treasurer to the FEA Treasurer as soon as possible after deductions are made.

4. Dues deduction authorizations shall be filed annually prior to October 1. The deductions shall be made in consecutive installments, beginning with

the first pay as agreed to by the Treasurer and FEA President.

5. If a unit member is hired after the October 1 a dues deduction authorization may be filed no later than February 15. The deductions shall be made in installments over the pays that remain in that school year.

6. The right to refund to unit members monies deducted from their pay shall lie solely with FEA. The FEA agrees to reimburse any unit member directly from FEA treasury for the amount of any dues deducted by the Board and paid to FEA whenever the deduction is in excess of the proper deduction, and agrees to hold the Board harmless from all claims of insufficient or excessive dues deductions.

7. The Board acknowledges that, as an internal FEA matter, FEA membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership will be continuous thereafter for each subsequent membership year unless the individual cancels his/her membership.

   The Board further acknowledges that, as an internal FEA matter, any FEA member who wishes to cancel membership must notify the FEA Treasurer in writing between August 1 and August 31 and that a member who cancels membership outside of this cancellation period is responsible for all remaining FEA dues and assessments of the current membership year.

   A member who wishes to cancel payroll deduction of dues may do so by notifying the Association Treasurer and District Treasurer, in writing, not less than two (2) weeks prior to the effective date of the payroll change.

8. If for any reason the Board fails to make a deduction for any unit member as above provided, the Board shall make an additional deduction from the unit member's next pay in which such deduction is normally deducted after the error has been called to the Board's attention by the unit member.

B. Other Payroll Deductions

Unit members shall have the opportunity to authorize payroll deductions: (1) the FEA Scholarship Fund; (2) annuities; (3) OEA Fund for Children and Public Education; (4) credit union; (5) United Way; and/or such other purposes mutually agreed to between the Board and FEA or as required by law.

C. Pay Periods

1. Unit members will be paid in 24 equal pays on the 5th and the 20th of each month. If the 5th or the 20th falls on the weekend or holiday then employees will be paid on the preceding business day before the weekend or holiday.

2. A year-long supplemental will be paid in three (3) equal installments, the first on the last payday in October, the second on the last payday in February, and the third on the last payday in May.

3. A seasonal supplemental will be paid in two equal installments, the first on a regularly scheduled payday after half the duties have been performed and the second on a regularly scheduled payday after all the duties have been performed.

D. Record of Accumulated Leaves

The Treasurer will provide each unit member with information pertaining to accumulated leave and other information concerning compensation, a minimum of once each month on the unit member pay notice.

E. Direct Deposit

All unit members will be paid by electronic direct deposit. Pay notices will be furnished to employees electronically to the email address provided by the employee.

F. Background Check/Fingerprinting

Beginning July 1, 2025 the Board of Education shall reimburse unit members for one hundred percent (100%) of the actual costs, not to exceed the lowest local available rate of the state and federal background checks/fingerprinting required the Ohio Revised Code, for the cost of background checks/fingerprinting associated with licensure renewal. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks/fingerprinting.

5.07 SEVERANCE PAY

Unit members may, at the time of retirement from service with the District, elect to be paid in cash for one-fourth (1/4) of the value of their accumulated sick leave. Unit members employed for the 2007-08 school year and thereafter shall have at least ten (10) years of service in the District at the time of service retirement under STRS to be eligible for severance pay. Only those unit members whose effective date of STRS service retirement is no longer than ninety (90) calendar days after the last paid day of service with the District shall be eligible for severance pay.

Severance pay shall be made only once to any unit member. Thus, should a unit member have received severance pay from another political subdivision of the State of Ohio, the unit member is not eligible for additional severance pay by this Board.

If the unit member should die while employed by the District, his/her severance pay shall be paid to his/her beneficiary as named on the District life insurance policy. Severance pay shall be calculated in accordance with this provision.

Severance shall be paid by the Board Treasurer according to the following schedule:

thirty percent (30%) on the first regular pay following the effective date of retirement; and

seventy percent (70%) on the first regular pay in January in the year following the effective date of retirement.

5.08 TUITION REIMBURSEMENT

1. Upon approval of the Superintendent, the Board will reimburse unit members for course work. Course work must be taken from an institution accredited by the Ohio Board of Regents or other recognized accreditation agency. Reimbursement will not exceed three hundred fifty dollars ($350) per semester hour or three hundred dollars ($300) per quarter hour. Any scholarship money received by the unit member will be counted toward, and included as part of, the amount reimbursable by the Board. No reimbursement will be provided unless the unit member receives a grade of B or better in the course(s) or S in the case of S/U grading scale.

   The parties acknowledge programs which offer graduate level courses in a subscription and/or bundle for a single price. Upon approval of the Superintendent for one (1) of the courses takin in these programs, the Board will reimburse unit members up to $250. The remaining courses selected do not require Superintendent approval. No reimbursement will be provided unless the unit member receives a grade of B or better in the course or "S" in the case of SIU grading scale.

B. All proposed course work from a four-year college or graduate school must be part of an approved, accredited program as verified by a university or college advisor and the Superintendent. This program, if approved by the Superintendent, must relate to the unit member's assigned teaching and/or related area of responsibility in the District or must be necessary for successful completion of the unit member's individual professional development plan (IPDP). The Superintendent may approve course work related to a unit member's achievement of an administrative license.

C. The request for approval form and requisition may be obtained from the Superintendent's office. The request for approval must be submitted prior to the first class meeting for which the approval form and requisition is being submitted. There is a limit of three (3) semester hours or three (3) quarter hours for any one approval request form and requisition submitted. Based on available monies, up to three (3) semester hours will be reimbursed for courses taken first semester, second semester, and summer semester. In the case of quarter hours, up to three (3) quarter

hours will be reimbursed for courses taken fall, winter, spring, and summer quarters.

D. If a unit member takes more than three (3) hours per term, he/she can submit a separate approval request form and requisition prior to the first class. These additional hours may be reimbursed at the end of the fiscal year if budgeted monies are still available. Reimbursement for these requests will be made not later than October 31 and will be calculated by dividing the budgeted monies remaining, if any, by the number of hours requested, if any, up to the caps appearing in A of this Section. Requests will be considered only if the course work was started by not later than the immediately preceding June 30 and documentation of eligibility is submitted to the Board Treasurer by not later than September 30.

E. Unit members must submit evidence of satisfactory completion of the course taken and fees paid. Reimbursement for summer courses will only be made to unit members who are under contract in the District the following school year.

F. The Board agrees to appropriate $35,000.00 per school year. The FEA President will be given a quarterly report of the fund's balance. Employees who receive tuition reimbursement during their first year of employment and who leave the District at the end of that first year for reasons other than termination, RIF, or non-renewal shall repay the District.

G. Unit members on educational leave shall not be eligible for tuition reimbursement.

H. Tuition will be prorated in accordance with the unit member's full-time equivalency.

I. If the unit member's educational institution offers the option of pre- certification of payment by the Board, it is the unit member's responsibility to submit all necessary forms to Treasurer's office and the institution.

J. For course work taken on or before June 30, 2025, a unit member who receives master's or doctorate tuition reimbursement and leave the District within less than two (2) years for reasons other than death, termination, RIF or non-renewal shall repay the District for any reimbursement that exceed the caps per quarter or semester hour.

For course work taken on or after July 1, 2025, a unit member who receives a master's or doctorate tuition reimbursement and leaves the District within one or two years for reasons other than death, termination, RIF or non-renewal shall repay the District for any reimbursement as follows:

If a member leaves within one (1) year the member shall repay 100% of the cost.

If a member leaves within two (2) years the member shall repay 50% of the cost.

Such reimbursement may be implemented by withholding by the Treasurer of remaining pay that would otherwise be due the unit member, by the member paying the District directly, or a combination of these approaches. Failure or refusal to reimburse in accordance with the terms of this provision will result in a negative employment reference and a report of conduct unbecoming being filed by the Superintendent with the Ohio Department of Education and Workforce.

5.09 MILEAGE

The mileage reimbursement will be at the current Internal Revenue Service (IRS) allowance per mile for the required, authorized use of a personal vehicle in the performance of any school related activity(ies).

5.10 BENEFIT REFUND

The Board wishes to encourage unit members to utilize personal and sick leave only when necessary. Therefore, a bonus benefit refund for no use of sick leave and/or no use of personal leave during the 12-month period (July 1 through June 30) will be paid at the end of the school year (July 1 to June 30).

A bonus benefit refund equal to three hundred dollars ($300.00) less tax and withholding deductions will be made for: (A) non-use of sick leave, or (B) non-use of personal leave. If the employee uses neither sick leave nor personal leave, the amount received by the employee will be six hundred dollars ($600.00).

A bonus benefit refund equal to one hundred dollars ($100) for each unused personal leave day less tax and withholding deductions will be paid if one (1) personal leave day is taken. Such reimbursement shall be made with the June pay of the 12-month period (July 1 through June 30).

Thus, an employee who uses neither sick leave nor personal leave is eligible for a total payment of six hundred dollars ($600.00) under this Section. An employee who uses no sick leave but does use personal leave will receive a total of three hundred dollars ($300.00), as will an employee who uses no personal leave but does use sick leave. Part-time unit members shall receive a prorated payment in proportion to their contract terms.

Unit members have until the last student day of the school year to inform the treasurer's office of their intention for unused personal leave. The treasurer's office shall furnish the unit members the form for electing their preference. Unused personal leave will automatically convert to sick leave if the form is not returned by the last student day of the school year.

5.11 STRS PICK-UP

The Board agrees to continue to "pick-up" unit members STRS retirement contributions utilizing the salary reduction method that triggers no additional cost to the Board:

A. The amount to be "picked-up" on behalf of each unit member shall be the current approved STRS unit member contribution rate. The unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" for the purposes of state and federal tax only.

B. The "pick-up" percentage shall apply uniformly to all unit members.

C. No unit member shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up."

D. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workers' compensation shall be based on the unit member's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a unit member's contract).

Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this section shall be declared void.

5.12 PLACEMENT ON SALARY SCHEDULE

When a teacher completes sufficient additional semester/quarter hours of college training to qualify for a higher classification within teachers' salary schedule and files with the Superintendent's administrative secretary both a letter requesting horizontal movement on the schedule and a transcript of college credits or other valid proof of such completed semester hours (see Appendix C) to the District Treasurer, on or before the 15th of September of the first (1st) semester or January 20 of the second (2nd) semester, the teacher shall then qualify for the higher classification beginning with the first day of either the first or second semester.

MA = Teachers who have earned a master's degree.

MA + 15 and MA + 30 = master's degree plus fifteen (15) or thirty (30) semester hours, or equivalent. Accumulation of "plus" credit hours must begin after the awarding of the master's degree.

5.13 EMPLOYMENT OF STRS RETIREES

A. This Section governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may regularly employ, after the application of Section 7.07 of this Agreement, in a position that falls within the description of the bargaining unit appearing in Article I, Section 1.01 of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.

1. For initial placement purposes on the unit members' salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than ten (10) years of vertical credit unless otherwise specified by the Superintendent case by case.

2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.

3. The Board is under no obligation to employ any retired professional staff member and, further, there is no expectation of continued employment or re-employment when a professional staff member retires from the District.

   If the position is going to reoccur for the following year, the position will be posted my March 1st. Retired employees will have the opportunity to reapply for such position but are not guaranteed a rehire.

4. Upon employment, the employee will be credited with zero (0) years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.

5. The employee is not eligible to participate in any insurance fringe benefits offered under Article V, Section 5.04 of this Agreement unless the employee is precluded by STRS policy from participating in insurance fringe benefits furnished by STRS.

6. The employee will in no event qualify for tuition reimbursement under Article V, educational leave under Article VI, or severance pay under Article V of this Agreement.

B. The provisions of this Section supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE VI
LEAVES OF ABSENCE (PAID AND UNPAID)

6.01 SICK LEAVE

A. A unit member shall be entitled to fifteen (15) days of sick leave, with pay, for each year he/she is under contract. Sick leave is credited at the rate of one and one-fourth (1 ¼) days per month. After ten (10) consecutive workdays of absence due to personal illness unit members will be required to provide a written statement from a doctor indicating that the unit member had been under his/her treatment. Unit members using sick leave for personal illness may be disqualified from sick leave if found by the Board to be using such leave for the purpose of other employment during the school day. The Board's action is subject to the grievance procedure beginning at Step 3.

B. Unused sick leave may be accumulated up to a maximum of two hundred forty-five (245) days. Newly employed unit members may transfer up to that number of accumulated and unused sick days from another public employer in this state if that date of termination of the other employment was less than ten (10) years prior to employment in this District.

C. Unit members who render part-time service shall continue to be credited with sick leave for time actually worked at the same rate as full-time employees notwithstanding the formula appearing in Section 3319.141 of the Ohio Revised Code that would otherwise apply if this provision were not in effect. Substitute teachers shall not earn, accumulate, or use sick leave until they have served sixty (60) days in the same assignment and go on contract.

D. A unit member who has no accumulated sick leave will be advanced unearned sick leave up to fifteen (15) days when such an advancement is necessary. Any such advanced sick leave credit will be charged against the subsequent accumulation of that member or against any monies due at separation of service. This would apply to a voluntary departure not a RIF or death of the member.

Subsequent advancements must be applied for and may be granted by the Superintendent to a maximum of fifteen (15) additional days.

An additional advancement may be applied for in a case of catastrophic illness and may be granted by the Superintendent to a maximum of fifteen (15) additional days. If the unit member voluntarily leaves Board employment for any reason before advanced days are earned back, all advanced days not earned back shall be repaid to the Board.

E. Sick leave may be used for absence necessitated by personal illness or injury, including any disabling condition caused by pregnancy, by exposure to a communicable disease, or by illness, injury, or death in the unit member's

immediate family, as defined herein.

F. For purposes of illness or injury, immediate family shall be defined as the unit member's parent, sibling, spouse, child, in-laws bearing any of these relationships, or any dependent living in the unit member's household.

G. A unit member may use up to five (5) days of accumulated sick leave each school year for purposes of illness or injury of an aunt, uncle, grandparent, grandchild, or in-laws bearing any of these relationships. Additional time may be approved in this category if the unit member's absence from work is necessitated by the relative's illness or injury.

H. For purposes of death, immediate family shall be defined as the unit member's parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, in-laws bearing any of these relationships, or any dependent living in the unit member's household.

I. Absence for a portion of a day up to one-half (1/2) day shall result in a one-half (1/2) day deduction. Absence for a portion of a day greater than one-half (1/2) day shall result in a one (1) day deduction.

J. A unit member is required to notify his/her immediate supervisor as soon as possible after becoming aware of the need to use sick leave.

K. All unit members will submit sick leave requests electronically. No sick leave payment shall be made until the required form is submitted. Falsification of any information on the form shall constitute grounds for termination of the unit member's contract.

6.02 ASSAULT LEAVE

In accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be provided to a unit member who is absent from his/her assigned duties because of physical injury resulting from an assault. The leave shall not be charged against sick leave or any other form of leave. The unit member shall be maintained on full pay status during such absence. See Appendix C.

A unit member shall be granted assault leave according to the following rules:

A. The incident, resulting in the physical disability of the unit member, must have occurred during the course of employment with the Board.

B. Upon notice to the principal or immediate supervisor that an assault upon a unit member has been committed, any unit member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the unit member's knowledge regarding the assault, sign the statement and present it to the building principal or immediate supervisor.

C. If the unit member is absent from his/her assigned duties due to the physical disability, a certificate from a licensed physician, stating the nature of the disability and its duration, will be required before assault leave payment is made.

D. A unit member shall not qualify for payment of used assault leave until the Assault Leave form has been submitted.

E. The unit member shall not be permitted to accrue assault leave.

F. Payment shall be discontinued when the unit member elects to retire or is no longer under contract with the Board.

G. Falsification of either a signed statement or a physician's certificate is reason for termination of employment under Section 3319.16 of the Ohio Revised Code.

H. A unit member shall be entitled to a maximum of fifty (50) days of assault leave.

6.03 PERSONAL LEAVE

A maximum of three (3) days of personal leave shall be available each school year to each unit member.

Personal leave will be prorated for a unit member who is hired after the start of a work year or who is on approved unpaid leave for part of a work year. Should a unit member sever employment for any reason prior to the end of a work year, the employee's entitlement to personal leave for that work year will also be prorated and if, prior to the severance date, the employee has already used personal leave in excess of such prorated amount, the Board will recoup such excess cost through payroll deduction.

Personal leave is to be used in accordance with the following provisions:

A. Request for personal leave shall be made electronically at least five (5) days prior to the requested date, except in emergencies. In emergency situations, the form shall be submitted as early as possible.

B. Personal leave shall be used in one-half (1/2) or one (1) day increments.

C. Approved personal leave shall be at regular pay.

D. Unused Personal Leave Days:

Unit members who do not use their full allotment of personal leave days may:

1. Convert unused personal leave days to sick leave, to be added to the unit member's accumulated sick leave for the following school year. Sick leave accumulation shall not exceed two hundred and forty-five (245) days.

2. Choose to have unused personal leave days paid out consistent with Article 5.10, Benefit Refund.

Unit members have until the last student day of the school year to inform the treasurer's office of their intention for unused personal leave. The treasurer's office shall furnish the unit members the form for electing their preference. Unused personal leave will automatically convert to sick leave if the form is not returned by the last student day of the school year.

E. The personal leave shall require a signed certification that the leave will not be used for seeking or engaging in gainful employment.

F. Except in special circumstances, which must be explained in writing, personal leave shall not be used to extend a holiday or vacation period. Unless otherwise approved by the Superintendent, no more than two (2) unit members per building may use personal leave on a day in April and no more than one (1) unit member per building may use personal leave on a day in May.

G. Personal leave will be approved provided that all provisions of this Section have been met.

H. However, no more than five (5) percent of any building may use personal leave on a given day except by prior agreement when a position can be covered with a substitute.

6.04 EDUCATIONAL LEAVE

After five (5) years of employment in the District, a leave may be granted by the Board for up to one (1) year for the purpose of educational betterment or continued training in the field of education. The following provision will apply:

A. A unit member must submit, in writing, a plan for professional growth to the Superintendent, prior to permission being granted, and, at the conclusion of the leave, provide written evidence that the plan was followed.

B. Leaves will be granted at the beginning of a semester or at other times, but only if a suitable substitute is available.

C. A unit member on educational leave must inform the Superintendent, in writing, of the unit member's intention to return to active service. Failure to submit this written intent prior to April 10 of the year preceding the school year of the unit member's return shall forfeit the unit member's right to return to the District.

D. Only one (1) extended leave of absence will be granted every five (5) years.

E. Extended leave of absence shall be limited to a maximum of one (1) unit member at any time.

F. Educational leave shall be granted without regular pay.

G. The unit member shall have the right to maintain, in force, health and life insurance benefits, pending approval and conditions of the carrier(s) involved. The unit member shall pay 100% of the premiums directly to the Board Treasurer by the 1st of each month. Failure to pay such premiums by the 1st of each month shall void the unit member's right to maintain insurance benefits for the duration of his leave.

H. The unit member shall return to the District upon completion of the educational leave. The Superintendent shall attempt to reinstate the unit member to that unit member's original position or comparable position upon return to service from educational leave.

I. A unit member on educational leave shall not be eligible for tuition reimbursement.

6.05 PROFESSIONAL LEAVE

A. Subject to the availability of funds appropriated for this purpose, unit members may obtain professional leave. Leave may be taken for meetings, workshops, visitations, conferences and clinics pertaining to a unit member's field.

B. A unit member applying for leave shall submit a written request to the principal at least ten (10) workdays in advance of the activity, if possible. The request shall be made on forms provided by the Board and shall state the nature of the event, the dates when attendance is requested, where the event is to occur, a list of anticipated expenses (including fees, room, meals and travel), the name of the unit member and the date the request is submitted. No leave may be taken without the advance approval of the Superintendent (or designee).

C. Approval to attend such meetings shall include payment of the unit member's salary while in attendance and verified expenses within the budget established when the request was approved. Requests for reimbursement shall be submitted to the Treasurer within five (5) workdays after the unit member's return from leave. Receipts for room, meals, fees, and miscellaneous expenses shall be attached to the request for reimbursement. See Appendix G.

D. Upon request, a unit member shall report on the activity attended to other unit members and/or members of the Administration.

6.06 FAMILY AND MEDICAL LEAVE

The Board will comply with all provisions of the Family and Medical Leave Act (FMLA) of 1993. For purposes of family leave benefits, the twelve (12) month period shall be

defined as a rolling twelve (12) month period measured backward from the date that the employee goes on leave.

All unit members will be provided written information explaining their rights and obligations under the FMLA.

6.07 COURT LEAVE

A unit member called for jury service or subpoenaed as a witness in a court action where neither the unit member nor the FEA is a party shall be excused from work for the days on which he/she serves, and shall receive for each such day on which he/she otherwise would have worked the per diem rate of pay. The unit member will submit a statement of attendance and reimbursement as authorized and issued by the Clerk of Courts to the Superintendent (or designee) as proof of such service. The unit member will communicate with the principal daily to apprise him/her of the expected duration of the absence.

6.08 CHILD CARE LEAVE

A. Child care leave shall be defined as a Board-approved leave without salary or Board-paid (including partially Board-paid) fringe benefits.

B. The individual contract of any unit member on an unpaid leave shall continue during the period of leave, and shall therefore be subject to renewal, non- renewal, or suspension as otherwise provided by law.

C. All requests for unpaid leave must be submitted, in writing, to the Superintendent. The request shall include the purpose and the proposed starting and ending dates of leave.

D. Requests for child care leave shall be submitted as far in advance of the requested leave date as possible. The minimum advance notification will be ninety (90) calendar days, except in the case of an impending adoption. In the case of an adoption, the unit member shall notify the Superintendent in writing, at the time his/her application has been approved and shall provide as much notice as possible prior to the assumption of custody and the beginning of the leave.

E. The Superintendent may waive the advance notice requirement in special or unusual circumstances.

F. Child care leave will not be approved for any period that begins prior to the unit member's completion of one (1) year of employment in the District. This requirement may be waived in emergency situations upon application by the unit member.

G. The maximum length of a child care leave shall be for the remainder of the school year in which it begins and the next succeeding school year. A unit member may

not return from a child care leave except at the beginning of a school semester, unless special permission is granted in writing by the Superintendent.

H. If all requirements of this Section are met, the unit member's request for child care leave will be approved.

I. A unit member may continue to participate in District group insurance programs only if he/she is willing to assume the full cost of such coverage. Such payments shall be made in advance by the unit member in the manner prescribed by the Treasurer's office.

J. Use of leave for a purpose other than that stated in the approved leave request shall constitute grounds for termination of the unit member's contract.

K. Time spent on approved leave shall not count towards seniority. Time spent on an approved leave shall not count toward salary schedule increments or retirement. An approved leave shall not be considered an interruption of continuous service for the purpose of determining seniority.

L. Upon the expiration of leave, the unit member shall assume the contract status held at the time the leave was granted, including any modification of that status arising out of B above. Returning unit members will be assigned to a position for which they are properly licensed/certified.

6.09 PARENTAL LEAVE

In accordance with our current negotiated agreement and district policy, maternity leave for teaching staff is calculated based on the timing of the birth:

A. Standard Maternity Leave: The standard allotment for maternity leave is 6 weeks of consecutive calendar leave from the date of delivery. This typically applies to births that occur during the summer break or other non-contractual periods.

B. The "30 School Day" Provision (August 1 – May 1): If your baby is born during the traditional school year—specifically between August 1 and May 1—your leave is calculated differently to protect your transition and ensure consistency in the classroom. You are entitled to 30 in-session school days of leave. Unlike a 6-week calendar block (which includes weekends and holidays), the 30-school-day provision counts only the days a teacher is contractually required to be in the building. In cases where less than 30 days of sick leave have been accumulated, the actual number of days accumulated may be granted as sick leave, and the remaining number of days will be authorized as a leave of absence without pay. Nothing in the above language shall be construed to supersede, nor can it supersede, the provisions of the Family and Medical Leave Act of 1993.

C. For the non-birth parent: The Board authorizes the use of sick leave not to exceed 10 days from the date of delivery, provided the employee has accumulated sick leave covering the number of days missed during that period. In cases where less than 10 days of sick

leave have been accumulated, the actual number of days accumulated may be granted as sick leave, and the remaining number of days will be authorized as a leave of absence without pay. *Nothing in the above language shall be construed to supersede, nor can it supersede, the provisions of the Family and Medical Leave Act of 1993.*

ARTICLE VII
EMPLOYMENT PRACTICES AND CONDITIONS

7.01 INDIVIDUAL CONTRACTS, REGULAR

All unit members employed to perform regular duties by the Board shall receive written contracts. The contract shall include:

A. Name of unit member;

B. Name of Board;

C. Type of contract, i.e., limited or continuing. A limited contract will include the length of the contract.

D. Annual regular salary to be paid and the basis used to determine the amount:

1. Such information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term of the contract; and

2. Such information shall apply for each limited contract.

E. Signature of the Board President, Board Treasurer, and unit member;

F. In addition to the regular contract, unit members shall receive the following:

1. Unit members under contract shall be notified of their tentative assignment by the end of the present school year.

2. Salary notices shall be given to unit members under continuing contract no later than July 10 by Superintendent (or his designee).

H. A unit member is presumed to have accepted employment unless he/she notifies the Board in writing to the contrary on or before the first day of June.

7.02 INDIVIDUAL CONTRACTS, SUPPLEMENTAL

A. All unit members paid to perform extracurricular or supplemental duties shall be

given written supplemental contracts, in addition to their teaching contract. The supplemental contract shall include the following:

1. Name of unit member;

2. Name of Board;

3. Duration of contract and time period in which supplemental duty is to be performed;

4. Title of the supplemental duty;

5. The amount of pay, basis of pay, and pay periods;

6. Signature of the Board President, Board Treasurer, and the unit member.

B. The Board will give first consideration for supplemental positions to qualified unit members who meet the stated minimum qualifications, as stipulated in the job description. Posting and filling of supplemental positions shall be in accordance with Article VII, Section 7.07 of this Agreement.

C. Any unit member who applies for a supplemental position but is not selected may request in writing a meeting with the Superintendent and the unit member's immediate supervisor. At such meeting, the Superintendent shall discuss his/her rationale for such recommendation. The affected unit member and the Administration shall have the right to representation at such meeting.

D. Job descriptions shall be provided to each supplemental contract holder at the time he/she is provided his/her supplemental contract.

E. If the Board approves a supplemental contract prior to June 1 of any year, a unit member is presumed to have accepted such employment unless he/she notifies the Board, in writing, to the contrary on or before the first day of June. Acceptance of a supplemental contract shall be voluntary.

F. Supplemental contracts will be nonrenewed annually, effective June 30, and will require neither Board action nor notice for nonrenewal. However, if a unit member is not offered the supplemental contract for the subsequent year, the reason(s) for such decision will be identified in writing and provided to the unit member within five (5) workdays of the Board action where the contract is not offered for the following year. The evaluation process must be considered by the Board in making a decision not to offer the supplemental contract for the following year.

G. All supplemental contract holders shall have all pay (in accordance with Article V, Section 5.03), duties and qualifications (in accordance with the job description) of the extracurricular and/or supplemental position(s) spelled out in the supplemental

contract.

H. Prior service in any school district for the same or similar supplemental contract position shall be credited for placement of a unit member on the extracurricular salary schedule up to step four (4). Only in-District service shall count toward steps beyond step four (4).

I. Each head coach shall meet with the athletic director at the midpoint of each season. The meeting shall be for the purpose of providing feedback on the coach's performance. All coaches shall be evaluated at the end of the season.

7.03 SEQUENCE OF CONTRACTS

Limited Contract

A. The sequence of limited contracts shall be:

1. One (1) year, upon initial employment;

2. One (1) year, upon reemployment, for the second contract;

3. Two (2) years, upon reemployment, for the third contract;

4. Three (3) years, upon reemployment, for the fourth contract;

5. Four (4) years, upon reemployment for all succeeding contracts.

B. If a unit member is not on paid status for at least one hundred twenty (120) workdays during a particular school year, that year shall not count for purposes of this section, and the employee's limited contract shall automatically be extended for an additional year. The Board shall provide written notice of this extension to the effected unit member and the FEA President by July 1 following the particular school year. This section shall not be construed to impact the calculation of a unit member's seniority.

C. Any unit member on or eligible to receive a multi-year contract may be offered a contract of less duration based on reason(s) that have been identified in the evaluation process between the unit member and his/her evaluator(s) in accordance with the adopted evaluation procedure.

Any unit member on limited contract who resigns or retires and returns to service at a later time must begin the contract sequence with a one-year limited contract as in A. 1.

Continuing Contract

A. To be considered for reemployment under a continuing contract to be effective at

the start of the next school year, a unit member must file written notice with the Superintendent, by not later than January 1 of the school year in which such consideration is sought, that the employee will have met all applicable eligibility requirements (see Appendix J for a description of the service and professional credential/course work requirements) by not later than April 1 of that year. If such notice is not received by January 1, consideration will be deferred until the following school year.

B. If the unit member's notice to the Superintendent is received in a school year other than the final year of a multi-year limited contract, the above procedure will apply with the further understanding that the employee will receive such early consideration for a continuing contract only if he/she has requested a full year evaluation cycle prior to the school year in which notice to the Superintendent is given.

7.04 SCHOOL CALENDAR

A. The FEA and the Board agree that the Board must maintain the autonomy to work with other schools in calendar development. However, the FEA and the Board agree that staff input is both valuable and desirable. Therefore, for the purpose of advisory input a committee from the FEA is to meet annually prior to winter break with the Administration to discuss calendar concerns before the yearly calendar is considered. The notification to initiate this committee shall be from the FEA President. The Board shall maintain the final authority to adopt the school calendar. An effort will be made to coordinate the District's calendar with those of the Knox County Career Center and the other Knox County school districts.

B. Unit members must be paid when schools are closed due to epidemic or other public calamity as described in Section G below.

C. If make-up days must be added to the calendar for calamities prior to Easter, for which no provision has been made in the original calendar and which exceed eight (8) days, a committee shall be established with equal representation from the FEA and the Administration/Board to develop specific alternatives for making up the days. The alternatives shall be submitted to the entire staff, including non-teaching personnel, to vote on the alternatives. The alternative that receives the most votes shall be submitted to the Superintendent who shall recommend the choice to the Board. The Board shall maintain the final authority to adopt the school calendar and any necessary revisions. This Section is intended to cover make-up days that do not involve an emergency situation. In the case of an emergency this provision shall be waived.

D. Spring parent-teacher conferences, if required, will be held after third quarter grades have been submitted, unless an alternate mutually agreeable time has been determined. No parent-teacher conferences shall be scheduled during the week that the Ohio's State Tests are administered, with the understanding that this provision

does not apply to any make-up period for administering such tests.

E. Other than on the day of monthly staff meeting, the unit member workday shall not exceed seven hours and twenty-five minutes, which will include a thirty (30) minute duty-free lunch period. Staff meetings will not typically exceed forty-five (45) minutes.

Bargaining unit members working more than six (6) hours per day are entitled to 200 minutes per week for the purpose of lesson planning, evaluating student progress, conferencing, and/or team planning as defined by OAC 3301-35-05.

F. The unit member work year shall be one hundred seventy-nine (179) days. One hundred seventy-one (171) of the days shall be with students. Eight (8) days shall be for professional purposes with students not in attendance occurring as follows:

Four (4) days as uninterrupted staff workdays.

One (1) day uninterrupted staff workday on the first or second unit member workday, as recommended by the committee established under paragraph A of this section.

One (1) workday after students' last day.

Two (2) days for professional development.

Two (2) days for parent-teacher conferences or curriculum development meetings.

If requested to work beyond 179 days, and the unit member agrees to do so, they shall be paid for each day at the member's per diem rate. One orientation/open house may be held under this provision. Such event will be for a maximum of two (2) hours.

Unit members in the role of Intervention Specialist (IS) will be released for the equivalent of two (2) workdays for the purpose of writing IEPs and ETR paperwork. The day can be taken as a full day or in half day increments. This release time must be utilized on school property.

If requested by the Administration to attend a voluntary in-service or other mandated meetings or other work which is held during non-school hours, unit members will be paid at the per diem rate, prorated to the time of such in-service.

G. The FEA and the Board agree that unit members will be excused from attendance on the first eight (8) days school is declared closed due to a calamity.

Cancellation of practices and rehearsals scheduled for the school day shall be at the building principal's discretion.

Teachers will not be required to report to work on nor make up any days for which students are not required to report or make up.

All days beyond eight (8) will be made up as designated on the school calendar. If legislation is enacted that alters the way in which calamity days are handled, representatives of the Board and the FEA will meet within thirty (30) calendar days to bargain regarding the impact.

H. The responsibility for planning and conducting the local in-service requirements of the District will be a cooperative process of the FEA and the local District Administration. Expenses for in-service shall be paid by the Board within the budget appropriated.

I. No interim reports or grades shall be due on a Monday or on the first school day following a break in the calendar. The Superintendent (or designee) and the FEA President shall meet annually to determine a schedule for submission of interim reports and grades.

7.05 STANDARDS BASED EVALUATION SYSTEM

A. Philosophy

Evaluation is a method to improve the educational program. The procedure should be cooperative, supportive, constructive, and personalized. It should provide a comprehensive and objective plan for improvement based upon clearly defined and attainable professional goals. The system should accomplish two objectives: 1) the development of a professional goal as it relates to a district SMART goal, 2) the evaluation of the unit member as he/she fulfills the position to which he/she is assigned.

Formal appraisal, for individual professional growth and for performance of duties, should be constant. Each area of an appraisal system should have as its underlying principles the basic philosophy, goals, and objectives of the school system involved and the new OTES model. In designing an appraisal system, the individual child's educational growth, the professional staff and the school system should be considered.

The evaluation procedures are intended to accomplish three primary goals: 1) advance the professional learning and practice of teachers individually and collectively in the school district; 2) inform instruction; and 3) assist teachers and administrators in identifying, implementing, and supporting best practices that will provide the greatest opportunity for student learning and growth.

The Board is adopting a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers developed under the Section 3319.112 of

the Ohio Revised Code. This teacher evaluation policy is adopted in conformance with such framework.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth.

This policy has been developed in consultation with teachers.

Given the dynamic nature of the mandated teacher evaluation process, an ongoing Evaluation Policy Consultation committee is maintained for the express purpose of recommending necessary changes to the Board and Association for the appropriate revision of this policy.

Definitions

1. "OTES" – Ohio Teacher Evaluation System as spelled out in Sections 3319.111 and 3319.112 of the Ohio Revised Code.

2. "Teacher" – This policy applies to the following employees of the District:

    a. "Teachers" working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent of the time employed providing student instruction;

    b. "Teachers" working under a permanent certificate issued under Section 3319.222 of the Ohio Revised Code or its predecessors who spend at least fifty percent of the time employed providing student instruction; and,

    c. "Teachers" working under a permit issued under Section 3319.301 of the Ohio Revised Code who spend at least fifty percent of the time employed providing student instruction.

3. "Credentialed Evaluator" – For purposes of this policy, each "teacher" subject to evaluation will be evaluated by a person who:

    a. Meets the eligibility requirements under Ohio Revised Code Section 3319.111(D); and

    b. Holds a credential established by the Ohio Department of Education; and

    c. Has completed state-sponsored evaluation training and has passed

an online credentialing assessment.

d. A qualified and credentialed person from the County Educational Service Center (ESC) who is used to evaluate only accomplished/skilled personnel and employees who are not new to the District. Such person must hold a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under Section 3319.22 of the Ohio Revised Code.

e. A qualified and credentialed evaluator cannot be a bargaining unit member and a bargaining unit member cannot evaluate another member.

4. "High Quality Student Data (HQSD)" is quantitative and qualitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

B. Standards-Based "Teacher" Evaluation

1. Teacher evaluations will utilize multiple factors, with the intent of providing a fair and meaningful feedback to each teacher and assigning an effectiveness rating based on the holistic review of all evaluation factors observed during the evaluation cycle.

Each teacher evaluation will result in an effectiveness rating of:

a. Accomplished;
b. Skilled;
c. Developing; or
d. Ineffective.

The above represents the standards created by the State Board of Education which will be used and are incorporated herein by reference.

2. The Superintendent shall annually cause to be filed a report to the Department of Education the following information: number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each effectiveness rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

3. Not later than September 15, or in the case of a new teacher, within thirty

(30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.

4. All teacher evaluations will be completed by May 1. Teachers evaluated under this policy will be provided with their evaluation results by May 10. Any teacher who will be non-renewed will be notified by May 31.

5. The Board may evaluate a teacher who received a rating of Accomplished on the teacher's most recent evaluation conducted under this section once every three (3) school years, unless it is determined in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

   The Board may evaluate a teacher who received a rating of Skilled on the teacher's most recent evaluation conducted under this section once every two (2) year, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

   In any year that the teacher is not formally evaluated pursuant to this section as a result of receiving a rating of Accomplished or Skilled on the teacher's most recent evaluation, an observation of at least thirty (30) minutes and at least one conference will be held.

   Nothing in this section prevents the Board from evaluating a teacher in the final year of a limited contract.

6. A teacher who has submitted an official notice of retirement prior to December 1 of the school year does not require an evaluation for that year. A teacher who has or will be on leave for fifty percent (50%) or more of the school year does not require an evaluation for that year. The board may elect not to conduct an evaluation of a teacher who is participating in the teacher residency program established under section 3319.223 of the Revised Code for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators.

C. Assessment of Teacher Growth

1. Teacher growth will be evaluated during the two cycles of formal observations and periodic classroom walk-throughs. Such performance-will be assessed through a holistic process by trained-credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

   a. Understanding student learning and development and respecting the diversity of the students they teach;

b. Understanding the content area for which they have the instructional responsibility;

c. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

d. Planning and delivering effective instruction that advances individual student learning;

e. Creating learning environments that promote high levels of learning and student achievement;

f. Collaborating and communicating with students, parents and other educators, District administrators and the community; and,

g. Assuming responsibility for professional growth, performance and involvement.

D. Observation Procedure

1. All teachers and staff members who will be evaluated herein will receive training in all aspects of OTES 2.0, the State-adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

a. All teachers shall be evaluated based on two (2) observations (of at least thirty (30) consecutive minutes each) each school year.

b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) observations (of at least thirty (30) consecutive minutes each).

c. The first observation must be completed by December 15.

d. The second/third observation must be completed by May 1.

e. There will be at least fifteen (15) school days between observations.

f. All formal observations shall be preceded by a conference between the evaluator and the employee.

g. Pre-conference form will be provided to the teacher. Teacher will be notified three (3) days prior to pre-conference of date and time of observation. (See Appendix D for form.)

h. A post-observation conference shall be held within five (5) working days after the observation where the evaluator will give the teacher the completed observation form. The post observation conference will include reflection from both parties.

i. All observations will be announced.

j. Time limits may be adjusted due to unforeseen circumstances. At the agreement/discretion of the Superintendent or Administration and the FEA, these limits may be altered.

2. Periodic Walkthroughs

a. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

b. Teachers will have no more than four (4) walkthroughs in each evaluation cycle.

c. Walkthroughs will be no less than five (5) minutes and no more than fifteen (15) minutes.

d. Walkthrough form attached – provided to the teacher by the evaluator within five (5) working days.

e. A final debriefing shall be held with the teacher by the evaluator within five (5) working days of the walkthrough if requested by the teacher or administrator. Any corrective action will be addressed in this debriefing.

f. Time limits may be adjusted due to unforeseen circumstances. At the agreement/discretion of the Superintendent or Administration and the FEA these limits may be altered.

E. Fairness

1. Should an issue arise with the teacher evaluation policy in which a teacher believes that fundamental fairness has not occurred they shall have the following rights:

a. Shall be allowed to request a different evaluator and such request shall be honored by the District.

b. A teacher shall be entitled to FEA representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

c. Any violation of either procedural due process of law or arbitrary or unreasonable action shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract. If a person had a multiple year contract and was being non-renewed or dismissed, any violation in a previous year would not result in this automatic re-employment.

F. High Quality Student Data (HQSD)

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

2. When utilizing vendor assessments to construct HQSD, all related teacher, student, and other education materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

   a. When utilizing a vendor assessment, the District shall assess the financial impact on the budget and provide a copy to the Association President not less than sixty (60) days prior to Board consideration.

3. HQSD may be used as evidence in any component of the teacher's evaluation related to the following:

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

   b. The teacher's use of differentiated instruction practices;

   c. Assessment of student learning;

   d. The use of assessment data; and

   e. Professional responsibility and growth.

G. <u>Professional Growth and Improvement Plans</u>

1. Each teacher must develop either a professional growth plan or professional improvement plan that includes no more than two (2) achievable goals each evaluation cycle, as follows:

   a. Teachers whose evaluation rating is Accomplished will develop a self-directed plan for continuing professional growth and may

choose a credentialed evaluator for their next evaluation cycle.

b. Teachers whose evaluation rating is Skilled will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on the selection of the credential evaluator for their next evaluation cycle.

c. Teachers whose rating is Developing will develop a professional growth plan with their credentialed evaluator.

d. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator.

i. The Improvement Plan shall utilize Appendix H of this Agreement and include:

1) specific, measurable instructional practices to be observed;

2) specific, evidence-based resources, and assistance to be provided;

3) clearly articulated timelines for the completion of the plan; and

4) monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.

2. The improvement plan, as outlined in this Section, shall detail:

a. Performance issues documented as deficient;

b. Specific performance expectations;

c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;

d. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the improvement of identified deficiencies.

e. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under an improvement plan.

3. If an improvement plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. An improvement plan for deficiencies that are successfully improved upon during the remainder of the school plan shall be deemed completed.

4. If an improvement plan is developed after March 1, the plan shall be continued into the next school year.

5. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) workdays after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for improvement of identified deficiencies and shall include a reasonable time period for such improvement.

H. Professional Development

1. The Board shall provide for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers as set forth in the collective bargaining agreement.

2. The Board shall provide for the allocation of financial resources to support professional development.

I. Personnel Decisions

1. The Board shall adhere to the terms and procedures set forth in this Agreement for use by District administrators in making retention and promotion decisions based on evaluation results.

2. Seniority shall not be the basis for making retention decisions, except when choosing between “teachers” who have comparable evaluations as set forth in this Agreement.

Comparable evaluations should be derived from multiple summative ratings. A teacher will receive a point total of 4 for accomplished, 3 for skilled, 2 for developing and 1 for ineffective. In a three-year period of time, a teacher will have a rating of 3 thru 12. Any teacher with a score of 9 thru 12 over three years would be in group one, teachers with a score of 4 thru 8 would be in group two, and teachers with a score of 3 would be in group three. Each separate group would be considered “comparable”, with group one being the highest rated. Total scores would always be considered as consisting of the most recent three years’ worth of evaluation data.

3. This evaluation procedure shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of a newly-hired teacher until three (3) years of data have been collected and three (3) evaluation cycles have been completed. Nothing in this provision limits the right of the Board to non-renew a limited contract teacher as permitted by Ohio Revised Code.

4. Whenever there is a transfer causing a change in any teacher's teaching assignment (e.g., building, grade level and/or subject matter), the first year in the new assignment will not be included in the three-year data period.

J. Poorly Performing Teachers

1. Poorly performing teachers refers to teachers identified though the evaluation process who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

K. Retention, Removal and Promotion of Poorly Performing Teachers

1. It is the purpose of this policy to improve the quality of instruction, enhance student learning and be a model of professional growth intended to be used continually to assist educators in improving teacher performance. The process is to be collaborative and in support of the teacher. Through this process, the Board will use this data to assist in employment decisions, including retention, promotion of teachers, renewal of teaching contracts, and, where necessary and with reliable date, removal/nonrenewal of poorly performing teachers.

2. The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of this Agreement.

3. Nothing is this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of this Agreement. This evaluation system and procedures shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy notwithstanding the teacher's summative rating.

M. Non-teaching Unit Members

Non-teaching unit members will be evaluated using an instrument that relates to their job description. These positions include nurse, media specialists, speech and language pathologist, social worker and guidance counselor.

N. The provisions of this Article do not apply to a unit member who is on leave during a particular school year. If the member is on leave for only part of a school year,

the requirements and time deadlines of this Article will be adjusted, as appropriate in light of the particular circumstances, to take into account the member's absence from duty.

O. In the event of a short-term unanticipated absence of either the unit member being evaluated or the evaluator, the time limits appearing in this Article will be relaxed and adjusted, as appropriate in light of the particular circumstances, to accommodate the absence.

7.06 CERTIFICATION/LICENSURE

It will be the responsibility of the unit member to have a valid unexpired teaching credential, or true copy thereof, on file at the Board office for the position to which they are assigned. No unit member shall receive compensation for performance of duties if a valid unexpired teaching credential for the position to which they are assigned is not on file at the Board office. The Board and/or its agents shall not assign a unit member to a position for which the unit member is not certified or is not able to obtain certification/licensure.

The Board shall notify a unit member during the school year in which the unit member's certificate/license expires, that renewal or upgrading of the certificate/license will be necessary.

7.07 TRANSFER AND VACANCY

A. Vacancy

1. During the school year, announcements of vacancies, which are existing or newly created teaching, supplemental, or administrative positions shall be posted on faculty bulletin boards and in the principal's office in each school building and in the Central Office for no less than five (5) workdays, prior to any public posting. Deadline for application shall be stipulated. This provision shall be mutually waived if the vacancy occurs within ten (10) calendar days prior to the start of a semester, or during a time when school is in session. It may also be waived due to other situations with the consent of the FEA President. Any vacancies which occur after the end of the school year shall be posted promptly using district email. The FEA President or designee in his/her absence will be notified of vacancies or potential vacancies prior to posting.

   Each posting shall clearly stipulate the required licensure/certification for the position, a description of the duties to be performed, minimum qualifications (in accordance with the job description), salary, and the procedures for application.

2. Extended sick leave or unpaid leaves of absence are not considered vacancies.

3. Vacancies shall be filled with the most senior applicant, unless in the judgment of the Superintendent, said applicant is not the qualified based upon past job performance or upon the teacher's training and experience. The Superintendent will not be arbitrary and capricious in making such decisions.

   a. If a unit member applies for a vacancy and is not selected for the position, the member will be afforded a meeting with the Superintendent upon request to explain the determination.

   b. The intent of this section is to give preference to current teachers being transferred prior to non-bargaining unit members being employed.

B. Voluntary Transfers

1. Letters of Intent forms will be utilized as the application for any vacancy of an existing position that is open or becomes open during the summer recess. All unit members will be encouraged to state their intent for any position that they may wish to fill and for which they are certified or licensed. The unit member has the right to amend their Letter of Intent form.

2. The unit member will be offered the opportunity to interview for any vacancy for which they have applied and are qualified pursuant to B. 1.

3. The Superintendent may deny a voluntary transfer request due to the District's operational needs. If this happens, the teacher may request to meet with the Superintendent to discuss the reasons for this decision.

C. Involuntary Transfers

1. If the Superintendent (or designee) directs an involuntary transfer in building, subject, and/or grade level, notification shall be given to the involved unit member. Within three (3) days of such notification the unit member may request a meeting with the Superintendent (or designee). No involuntary transfer shall be effective sooner than five (5) administrative working days following the notification or three (3) administrative working days following the meeting, whichever is later.

2. Any unit member has the option of resigning in lieu of accepting an involuntary transfer.

3. If the unit member requests a meeting with the Superintendent (or designee),

at such meeting, the Superintendent (or designee) shall discuss his/her rationale for such transfer. After notification to the Superintendent (or designee), the unit member may, at his/her option, have a representative of his/her choosing present at the meeting. The Administration may also have representation of their choice at such meeting.

4. The Board shall transport school supplies and materials for a unit member who has been transferred.

D. Staffing needs are a concern of the Board, Administration, unit members, and community. The Board, as a management function, must retain the prerogative of determining the staffing needs. This prerogative cannot be relinquished although input from the FEA is both desirable and appreciated.

E. The right of assignment of all personnel shall rest with the Superintendent as per Section 3319.01 Ohio Revised Code. The Superintendent's judgment in assigning (transferring) unit members will not be grievable but the procedures in this Section shall be.

7.08 REDUCTION IN FORCE

If after consideration of all alternatives, the Board determines it necessary to reduce the number of teaching positions the following procedures shall apply:

A RIF may occur for the following reasons only:

1. Decrease in overall pupil enrollment from the previous school year, in a grade level, or program area.

2. Suspension of schools or territorial changes.

3. Return to duty of a unit member from a leave of absence.

4. Curriculum changes.

5. Financial reasons.

Procedure

A. The FEA President shall be notified of the extent of any staff reduction at least thirty (30) calendar days prior to Board action and shall be further notified as to which unit members shall be suspended. Implementation of any reduction in staff shall be restricted to an effective date of August 15.

B. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.

If additional reductions are necessary, it shall be done through seniority of teachers with comparable evaluations as defined herein.

1. Seniority – For the purpose of this contract, seniority shall be defined as the number of years of continuous service in the bargaining unit with comparable evaluations. Seniority shall accrue for all time a unit member is on active pay status or is receiving workers' compensation benefits or is on layoff status or FMLA leave.

Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority. Part-time unit members' seniority shall be determined on a percentage basis, if comparative evaluations. The percent of seniority shall be equal to the percent of the part-time employment. If two (2) or more unit members have equal seniority and comparable evaluations as defined herein, then the following shall apply:

a. The date of the Board meeting at which the unit member was hired, then by;

b. The date on which the unit member submitted a completed job application.

2. A unit member on layoff status shall not accrue service credit for the purposes of placement on the salary schedule but shall accrue seniority as defined above.

C. Those unit members on limited contracts in the area of licensure/certification affected shall have their contracts suspended first in accordance with Section 3319.17 of the Ohio Revised Code and comparable evaluations, as defined herein. In the event that continuing contract unit members must be reduced, their contracts shall then be suspended in accordance with Section 3319.17 of the Ohio Revised Code. Those unit members with comparable evaluations who may be RIF'd from a position shall have the right to bump a less senior unit member in another area if they are properly licensed/certified for that position. (Limited contract unit members shall not be allowed to bump continuing contract unit members.)

The Superintendent shall provide the FEA President with a seniority list on or before March 15 of each school year. The seniority list shall be made up for each area of licensure/certification with unit members placed on all lists for which they are licensed/certified. Part-time unit members shall appear on the seniority lists but shall be listed separately from the names of full-time unit members.

D. No teacher rated as Ineffective in each of his or her three (3) most recent evaluations will be recalled. Recall shall be done in inverse order except as otherwise required by law, continuing contracts first, then limited contracts. If the teachers subject to

RIF have comparable evaluations, then the seniority will be the determining factor. Recall shall be to a position for which the individual is properly licensed/certified. No new unit members may be hired until laid off unit member(s) have been offered the position and have rejected the offer or is removed from the recall list as outlined below.

E. Comparable evaluations are defined as follows. Starting in the 2013/14 school year, a teacher will receive a point total of 4 for accomplished, 3 for skilled, 2 for developing and 1 for ineffective. In a three-year period of time, a teacher will have a rating of 3 thru 12. Any teacher with a score of 9 thru 12 over three years would be in group one, teachers with a score of 4 thru 8 would be in group two, and teachers with a score of 3 would be in group three. Each separate group would be considered "comparable", with group one being the highest rated. Total scores would always be considered as consisting of the most recent three years' worth of evaluation data.

Rights While on Suspension

A. If recalled, the unit member shall have the right to return to the same contract status, seniority level, total sick leave accumulation and any other benefits of employment that had accrued to the employee prior to the suspension.

B. The unit member shall have the right to all insurance benefits for a period of thirty-six (36) months providing the unit member meets the eligibility requirements set forth by the carrier. The unit member must pay the full cost of the premium fifteen (15) days prior to the due date.

C. The Board shall not act to interfere with the unit member's lawful right to unemployment compensation benefits while on layoff.

Recall Rights

A. Unit members who are suspended shall be retained on the recall list for twenty-four (24) months.

B. A unit member may be removed from the recall list if he/she:

1. Waives his/her recall rights in writing.

2. Resigns.

3. Fails to accept recall to a position for which he/she is licensed/certified within five (5) days of notification.

4. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

The unit member who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.

All recall notices and acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the Superintendent, or by hand delivery.

7.09 PERSONNEL FILES

A. Location and Maintenance – The official personnel files of all unit members will be kept at the Board Building. Official personnel files of all unit members are maintained by the Superintendent (and/or designee).

B. Contents – The personnel files shall include, if available, the following:

1. Application for employment;

2. Pre-employment references (non-confidential);

3. Transcripts of training and education records;

4. Copies of individual employment contracts;

5. Copies of current, applicable certificates and other licenses which are provided by the unit members;

6. Copies of formal evaluations;

7. Appropriate letters or records of commendation or reprimand;

8. Unit members replies to letters or evaluation;

9. Appropriate medical records.

C. A unit member shall have access to his/her personnel file upon reasonable request. A representative of a unit member shall have access to the unit member's personnel file when the unit member requests in writing such access to the Superintendent (and/or designee).

D. Except as otherwise required by law, access to the personnel file of a unit member by others shall be limited to Board members, current school system administrators, confidential central office personnel, or the designee of the unit member. A unit member will be notified, in writing, of the name of any person other than those cited above who requests to view the unit member's file. Such notification shall be

made prior to access by the person requesting.

E. A unit member shall be entitled to a copy of any specific material(s) in his/her file upon written request.

F. Unit members shall have the right to place any items as listed in B. 7. into their personnel file.

G. All materials placed in a unit member's personnel file shall be accurate, relevant, timely, and complete.

7.10 PUBLIC COMPLAINT PROCEDURE

Any complaint regarding a unit member that relates to any employment duties which is brought to the attention of the Administration and/or Board member shall be processed in the following manner:

Step 1: The complaint will be directed by the building principal to the unit member(s) involved. If the complaint is of such a nature that the building principal does not believe that he/she need become immediately involved in the situation, the principal may direct the unit member to attempt to resolve the issue with the complainant. If the complaint is of such a nature that the principal believes he/she may resolve the matter without involving the unit member, he/she may attempt to resolve the matter. Upon resolution, the unit member must be informed of the outcome.

Step 2: Any complaint unresolved at Step 1 may be submitted at the request of the unit member or complainant, either orally or in writing, to the building principal who shall attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3: Any complaint unresolved at Step 2 shall be forwarded by the building principal to the Superintendent. The complaint must be in writing and signed by the complainant.

Step 4: Upon receipt of the complaint, the Superintendent shall confer with all parties. The unit member shall have the right to be present at all meetings of the Superintendent and the complainant. All parties shall have the right to representation if they so choose.

Step 5: If the Superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant or the unit member, the Superintendent shall forward the results of the discussion at Step 4 along with his/her recommendations, in writing, to the Board and provide a copy of such to all parties involved.

Step 6: After receipt of the findings and recommendations of the Superintendent and before action is taken thereon, the Board shall afford the parties an opportunity to meet with the Board. The unit member may choose to have a representative of his/her choosing present at the meeting. Copies of any action taken by the Board shall be forwarded to all parties.

The Board will make every effort to secure a complainant's compliance with this procedure, but shall not be responsible for a third party's noncompliance.

If a complaint pertains to a unit member's actions while fulfilling the duties of a supplemental contract, the building principal or athletic director, whichever is appropriate, shall process the complaint under Steps 1-3 above. Further, the Athletic Department Handbook shall be followed for complaints about athletics.

An anonymous complaint will not be maintained in a unit member's personnel file, nor processed under the procedures of this Section. This provision is not intended to preclude the Board or Administration from taking appropriate action to address a problem that may surface in an anonymous complaint and that is independently corroborated; in no event, however, will action be taken against a unit member unless the unit member, with FEA representation if requested by the unit member, has been afforded an opportunity to respond to the issue.

The FEA and Board mutually recognize that any reprisal against a complainant or a complainant's child is inappropriate.

7.11 ACADEMIC FREEDOM

A unit member shall have the right to perform his/her professional responsibilities in the classroom in ways which best encourage a broad and complete understanding of educational subject matter. Such right shall be exercised within the bounds of professional responsibility and Board-adopted educational philosophy, policy, and curricula. However, this does not exclude the right and obligation of the Administration to question, consult and direct whenever necessary.

7.12 LESSON PLANS

Lesson plans will show evidence of direction for instruction and implementation of courses of study.

7.13 ADMINISTERING MEDICATION/MEDICAL PROCEDURES

A. Unit members, except school nurses, shall not be required to administer medication or perform medical procedures to pupils, but are required to take reasonable measures to assure the welfare of pupils. Unit members may be required to supervise the student's self-administration of medication in accordance with Board

policies and procedures.

B. Unit members, except school nurses, shall not routinely be required to check students for head lice. In special circumstances, unit members may be required to conduct such examinations under the supervision of qualified medical personnel to protect the health and welfare of pupils.

7.14 MEDICAL

A. Hearing and Vision – Unit members will be provided the opportunity to have hearing and vision checkups at least every three (3) years. These tests will be administered by school personnel at Board expense.

B. Physical Examination – The Board may require unit members to obtain physical examinations from a Board-appointed physician when necessary to protect the health and safety of pupils, unit members, and other school employees. The Board shall pay for all such examinations. The Board shall reimburse the unit member for the cost of a second physical obtained by the unit member after his/her examination by the Board-appointed physician when the Board physician determines the examination was necessary to confirm the results of the initial physical.

7.15 UNIT MEMBERS WITH CONTAGIOUS DISEASES

A. If there is reason to believe that a unit member is afflicted with a contagious disease on the basis of a written report submitted to the Superintendent, which shall identify the person(s) making the report, and shall stipulate the reason(s) why the reported unit member is suspected of being a carrier, the unit member will be required to submit to a medical evaluation in accordance with Section 3313.71 of the Ohio Revised Code. If a report is received which does not meet the above requirements, it shall not be acted on. The costs for any such medical evaluation and/or related procedures shall be paid by the Board.

B. The determination of whether a unit member diagnosed as having a contagious disease is to be permitted to remain employed in a capacity that involves contact with students or other school employees shall be made by the Superintendent on a case-by-case basis in consultation with, and based upon, the recommendation of a medical review team composed of the unit member's treating physician, the Board's physician, and a county or state public health care official. Any costs of such a medical review team evaluation shall be paid by the Board. In making the recommendation the medical review team shall consider:

1. The nature of the risk of the unit member's medical condition (how the disease is transmitted);

2. The duration of the medical condition (how long is the carrier infectious);

3. The severity of the risk of the medical condition (what is the potential harm to third parties); and

4. The probability the disease will be transmitted and will cause varying degrees of harm.

5. Whether or not the unit member is otherwise qualified to remain in his/her current job. "Otherwise qualified" means that the unit member is able to meet all of the job requirements in spite of the unit member's medical condition.

C. In making a determination of whether a unit member diagnosed as having a contagious disease is permitted to remain employed in the capacity that involves contact with students or school staff, the Superintendent shall comply with the provisions of this Agreement and Section 3319.13 of the Ohio Revised Code and shall consider the recommendation of the individuals identified in B above and shall base his/her decision on the following factors: (a) whether the disease or infection is currently contagious; and (b) whether the unit member constitutes a direct threat to the health of others or is unable, by reason of the disease or infection, to perform his/her job. Pending such a determination, the unit member will be permitted to continue working unless it is determined the unit member poses an immediate threat to the health of others.

D. The unit member will be unconditionally assigned to his/her current position unless the Superintendent, utilizing factors in C above, assigns the unit member to a work assignment under restrictive conditions, or the unit member upon exhaustion of accumulated sick leave is placed on a leave of absence with pay, or disability leave by Board action.

E. If a unit member is placed on an involuntary leave of absence under C and D as a result of his/her physical inability to perform his/her job duties, the unit member will have a right to a hearing in accordance with Section 3319.16 of the Ohio Revised Code.

F. A unit member may request a reconsideration of any action taken under C and D, provided such request is accompanied by medical evidence of a change in the unit member's health status.

G. Subsequent to the determination that temporary or permanent removal of a disabled unit member is justified, the Board shall support the unit member's application for disability retirement, if the unit member elects to make such application.

H. The medical records of all unit members shall remain confidential, except where disclosure is necessary for the administration of this Article or mandated by law.

The identity of the infected unit member shall not be revealed to the general public. Any media contact will be referred to the Superintendent or his/her designee.

I. The Board shall not discharge any unit member nor otherwise discriminate against any unit member with respect to wages, hours, terms or other conditions of employment on the basis of the fact that such unit member has contracted a chronic communicable disease or handicap related thereto, consistent with the medical review team evaluation.

All reports of suspected carriers, and all aspects of the medical evaluation shall be treated as "highly confidential." Any report received or rendered during these procedures shall be released only to the Superintendent and the unit member. Any discussion of a report by the Board shall be conducted in executive session. The unit member's immediate supervisor will be informed of the medical status of the unit member.

J. The Board shall implement education programs for all school employees, students, and the school community regarding chronic communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmission within the school environment.

7.16 CLASS COVERAGE

When it becomes necessary to ask a unit member to cover the class responsibilities for another unit member for a period or less, the unit member asked may or may not accept the additional assignment according to the pre-planned use of the time involved. Unit members, including Middle and High School Librarians, who voluntarily agree to cover for an absent colleague during the unit member's planning period(s) will be compensated at the rate of twenty-five dollars ($25) per planning period. Unit members will submit a timesheet. (Study hall assignment does not alter the basic responsibility of the unit member and is therefore exempt from this provision.) Whenever possible, substitute teachers will be employed for half day or longer assignments.

If an elementary specialist (art, music, library, physical education, technology instructor, STEAM or teacher of character education/guidance services/test prep) is absent and a substitute is unavailable, the regular classroom unit member may be required to supervise his/her students during the specialist scheduled time with the students. The classroom unit member shall be compensated at the rate of twenty-five dollars ($25.00) per period. Teachers will submit a timesheet.

7.17 CLASS SIZE

It is recognized by the Board that pupil-unit member ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the classroom space

availability of the District. The Board will provide for a pupil-unit member ratio that meets or exceeds state standards. When crowded conditions exist in any classroom, the unit member may request a meeting with the Principal's Advisory Committee to discuss options for dealing with the problem. These options could include a unit member aide's assistance, forming another class, regrouping of students, or hiring more staff. The Principal's Advisory Committee will submit its recommendations to the Superintendent. The Superintendent will consider the request of the Principal's Advisory Committee and make a recommendation to the Board. The final decision will rest with the Board.

In grades K-8, if any grade level exceeds 100 students the Administration will review educational aide schedules for potential assignment to that grade level and/or attempt to procure an additional educational aide if one can be found.

7.18 MASTER SCHEDULE

Building principals will hold a voluntary department/grade level meeting by March 31 for the purpose of receiving input with respect to master schedules. A unit member will be made aware in a timely fashion if the District is considering having the member teach more than one (1) subject in a given period. The Administration will take into consideration the academic concerns of the member prior to making a final decision. The student handbook will be viewed by teachers before distribution to students.

7.19 STUDENTS WITH SPECIAL NEEDS

The Board recognizes the rights of regular and special area unit members to preserve the educational balance in their classrooms. When a student with special needs is placed into the regular classroom, the unit member will be given information of the student's academic, emotional, physical, or other problems. The following may be used by the unit members who have or will have one or more special needs students included into their classes:

A. The receiving unit member, or any unit member, can request an IT meeting at any time to review the special needs of a student. This meeting will take place within ten (10) working days from the date of the request.

B. Intergrade level meetings including support staff will be held at the end of the school year to provide necessary communication to next year's unit members concerning the needs of students having severe special needs.

C. Whenever possible, the same educational aide will be assigned to a special needs student.

D. Special unit members will be given the class assignments of their students as soon as they are determined in order to inform unit members about students' IEP and other learning problems.

E. All staff who are involved with the student will be notified of initial placement

meetings. The school psychologist will inform unit members of test results and arrange meetings with parents. Unit members need to know of these meetings at least five (5) working days before the meeting time, when possible.

F. All parties will attempt to schedule IEP, IT, ETR, IAT, and Section 504 Plan conferences during the unit members' normal workday. The school psychologist or designated personnel will be responsible for scheduling all such meetings. With respect to any such conferences that cannot be scheduled within the normal workday, or any such conference during the normal workday that results in the loss of all or part of a unit member's planning time, the following shall apply.

1. The parties will attempt to schedule the presence of any required regular classroom unit member, as opposed to special education unit member, during the first part of the conference, and such regular classroom unit member will be dismissed when his/her presence is no longer required.

G. If the IEP of a student with intense needs mandates the assignment of a one-on-one aide or two-on-one aide, then, when the student is placed in the general education classroom or special, the aide will be present for that time period unless otherwise agreed upon between the generalist teacher and intervention specialist.

H. By not later than September 15, 2019, the Superintendent and the District's Special Education/Testing Coordinator will meet with representatives of the FEA to explain and clarify the District's utilization of the Ohio Department of Education's "Service Provider Ratio and Workload Calendar" in determining the workload of special education unit members. The District will continue to use and apply the Calculator in good faith, meeting annually with three (3) representatives of the FEA. The parties recognize that strict adherence may not be warranted where unforeseen or extraordinary circumstances evolve. The Board is not obligated to pay unit members for attendance at these meetings.

7.20 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The LPDC shall be comprised of five (5) members. Three members will be unit members chosen by the FEA and the other two (2) will be appointed by the Superintendent. The Superintendent's appointees may include himself/herself and/or any other licensed/certificated educator.

B. All members shall be issued a supplemental contract for $1,500.00 per year. Payment will be made in three (3) equal installments on the second regular payday in October, the first regular payday in February, and the last regular payday in June.

C. Each committee member shall be granted up to six (6) days' release time per year for appropriate LPDC training.

D. The FEA, pursuant to its constitution, shall determine method(s) of recalling or

replacing LPDC unit members.

E. The Superintendent shall determine the recall and replacement of the non- teacher LPDC members.

7.21 COLLEGE CREDIT PLUS

In order to address issues related to the College Credit Plus (CCP) program that affect terms and conditions of employment, the Board and Association agree to the following:

1. Teachers who teach CCP courses shall receive additional compensation of $21 per student, up to a maximum of $300 per class, per semester. Teachers who co-teach CCP courses with a college professor or instructor will receive 60% of the stated amounts. Compensation shall be paid within thirty (30) days following the completion of the semester and upon submission of the "Services Rendered" form to the Treasurer.

2. The Board retains discretion in selecting the teachers who will teach CCP courses. The opportunity to teach any course offered by the Board through CCP will be offered to qualified bargaining unit members before the Board seeks outside employees. This provision does not limit the Board's ability to contract for co-teaching arrangements with a college professor or instructor. A qualified teacher must respond in writing to the principal within five (5) workdays after receiving an offer to teach a CCP course.

3. If a college or university requires in-service planning days for a teacher who teaches a CCP course, the Board will coordinate the scheduling of these days with the college/university, and the teacher will not be required to take a paid or unpaid leave of absence if planning is scheduled during the teacher workday.

4. In order to be eligible for the payments set forth in paragraph 1 above, a teacher may not be absent from a CCP class more than seven (7) times per semester

7.22 DISCIPLINE

Unit members may be disciplined for violations of this Agreement, Board policies, rules and regulations, conduct unbecoming to the educator profession, incompetence, or inefficiency. Administrators will investigate alleged violations promptly in light of the relevant surrounding circumstances. The goal of all discipline is to improve future behavior. Except as otherwise required by law, all discipline shall be carried out privately.

Prior to any disciplinary action more serious than a reprimand, a unit member shall be granted the right to a pre-disciplinary meeting before the Superintendent at which the

charges against the member will be stated and during which the member will be given the opportunity to respond. Unit members may be represented by a designee of FEA.

All disciplinary action shall be for just cause. Disciplinary action more serious than a reprimand shall be subject to the grievance procedure appearing in Article III of this Agreement.

The Board will follow traditional principles of progressive discipline, recognizing that preliminary levels of discipline may be bypassed depending on the severity of the offense. The normal sequence of discipline is:

Level 1. Oral Reprimand (with notation only in personnel file)
Level 2. Written Reprimand
Level 3. Up to five (5) day suspension without pay (imposed by the Superintendent)
Level 4. Termination pursuant to Section 3319.16 of the Ohio Revised Code (imposed by the Board).

The signature of the affected unit member on any disciplinary notice indicates acknowledgment of receipt and not necessarily agreement. The employee has the right to submit a brief written rebuttal within fifteen (15) workdays (as defined in Article III of this Agreement) of the notice of the discipline, which will be attached to the disciplinary notice in all files.

ARTICLE VIII
OTHER PROVISIONS

8.01 CONFLICT WITH LAW

If any provision of this Agreement, or any application of the provisions of this Agreement, or any agreement reached under its terms, conflicts with Ohio or federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreement shall be inoperative but the remaining provisions herein shall remain in effect. In the event of any such conflict, the parties shall meet within thirty (30) days to attempt to negotiate a valid substitute to the invalid provision.

8.02 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

All prior negotiated agreements not contained herein shall not be binding upon the parties.

8.03 ORC 3302.10 ACKNOWLEDGMENT

As required by Section 3302.10(P) of the Ohio Revised Code, the provisions of Section 3302.10 are incorporated by reference as part of this Agreement.

8.04 DURATION

This Agreement shall become effective July 1, 2026 and shall remain in effect until midnight June 30, 2028.

FREDERICKTOWN EDUCATION ASSOCIATION	FREDERICKTOWN LOCAL BOARD OF EDUCATION

APPENDIX A

GRIEVANCE REPORT FORM
(To be Filed in Triplicate)

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

STEP 2
(Submitted to Immediate Supervisor)

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance
(Cite specific article[s] and section[s] of the agreement.)

2. Relief Sought

_____ _____
Signature of Aggrieved Date

B. Disposition of Supervisor

_____ _____
Signature of Supervisor Date

STEP 3
(Submitted to Superintendent)

A. Position of Aggrieved or Association

Signature of Aggrieved _____ Date _____

B. Disposition by Superintendent or Designee

Signature of Superintendent or Designee _____ Date _____

STEP 4
(Submitted to Board)

A. Position of Aggrieved or Association

Signature of Aggrieved _____ Date _____

B. Disposition by Board

Signature of Board President _____ Date _____

FREDERICKTOWN LOCAL SCHOOLS
MEDICAL BENEFITS

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage Period: 01/01/2026 – 12/31/2026

UMR: FREDERICKTOWN LOCAL SCHOOLS (JHP): 7670-00-411265 001

Coverage for: Individual + Family | **Plan Type:** PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.umr.com or by calling 1-800-826-9781. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.umr.com or call 1-800-826-9781 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	$400 person / $800 family In-network $1,000 person / $3,000 family Out-of-network	Generally, you must pay all the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care services are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out–of–pocket limit for this plan?	$800 person / $1,600 family In-network $3,000 person / $6,000 family Out-of-network	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out–of–pocket limit?	Copayments for certain services, penalties, deductible for out-of-network charges, premiums, balance billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.umr.com or call 1-800-826-9781 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-network (You will pay the least)	Out-of-network (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% Coinsurance	40% Coinsurance	None
	Specialist visit	20% Coinsurance	40% Coinsurance	None
	Preventive care/screening/ immunization	No charge; Deductible Waived	Not covered	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No charge; Deductible Waived	40% Coinsurance	None
	Imaging (CT/PET scans, MRIs)	20% Coinsurance Office setting; No charge; Deductible Waived Outpatient setting	40% Coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-network (You will pay the least)	Out-of-network (You will pay the most)	
If you need drugs to treat your illness or condition. More information about prescription drug coverage is available at www.insurancecompany.com/prescriptions.	Generic drugs (Tier 1)	Benefits are applied by outside vendor	Benefits are applied by outside vendor	None
	Preferred brand drugs (Tier 2)	Benefits are applied by outside vendor	Benefits are applied by outside vendor	
	Non-preferred brand drugs (Tier 3)	Benefits are applied by outside vendor	Benefits are applied by outside vendor	
	Specialty drugs (Tier 4)	Benefits are applied by outside vendor	Benefits are applied by outside vendor	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% Coinsurance	40% Coinsurance	None
	Physician/surgeon fees	20% Coinsurance	40% Coinsurance	None
If you need immediate medical attention	Emergency room care	20% Coinsurance	20% Coinsurance	In-network deductible applies to Out-of-network benefits
	Emergency medical transportation	20% Coinsurance	20% Coinsurance	In-network deductible applies to Out-of-network benefits
	Urgent care	20% Coinsurance	40% Coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-network (You will pay the least)	Out-of-network (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	20% Coinsurance	40% Coinsurance	Preauthorization is required. If you don't get preauthorization, benefits could be reduced by $200 of the total cost of the service.
	Physician/surgeon fees	20% Coinsurance	40% Coinsurance	
If you have mental health, behavioral health, or substance abuse services	Outpatient services	20% Coinsurance	40% Coinsurance	Preauthorization is required for Partial hospitalization. If you don't get preauthorization, benefits could be reduced by $200 of the total cost of the service.
	Inpatient services	20% Coinsurance	40% Coinsurance	Preauthorization is required. If you don't get preauthorization, benefits could be reduced by $200 of the total cost of the service.
If you are pregnant	Office visits	No charge; Deductible Waived	40% Coinsurance	Cost sharing does not apply for preventive services. Depending on the type of services, deductible, copayment or coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% Coinsurance	40% Coinsurance	
	Childbirth/delivery facility services	20% Coinsurance	40% Coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-network (You will pay the least)	Out-of-network (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No charge; Deductible Waived	40% Coinsurance	50 Maximum visits per calendar year Out-of-network; Preauthorization is required. If you don't get preauthorization, benefits could be reduced by $200 of the total cost of the service.
	Rehabilitation services	20% Coinsurance	40% Coinsurance	60 Maximum visits per calendar year OT/PT; Habilitation services for Learning Disabilities are not covered.
	Habilitation services	20% Coinsurance	40% Coinsurance	
	Skilled nursing care	20% Coinsurance	Not covered	Preauthorization is required. If you don't get preauthorization, benefits could be reduced by $200 of the total cost of the service.
	Durable medical equipment	20% Coinsurance	40% Coinsurance	Preauthorization is required for DME in excess of $500 for rentals or $1,500 for purchases. If you don't get preauthorization, benefits could be reduced by $200 per occurrence.
	Hospice service	No charge; Deductible Waived	40% Coinsurance	None
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Infertility treatment	• Routine eye care (Adult)
• Cosmetic surgery	• Long-term care	• Routine foot care
• Dental care (Adult)	• Private-duty nursing	• Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric surgery	• Hearing aids – 1 per ear & $2,500 every 48 months	• Non-emergency care when traveling outside the U.S.
• Chiropractic care – 10 visits per calendar year Out-of-network		

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.HealthCare.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.HealthCare.gov. Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at: www.HealthCare.gov and http://www.cms.gov/CCIIO/Resources/Consumer-Assistance-Grants/.

Does this plan Provide Minimum Essential Coverage? Yes
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan Meet the Minimum Value Standard? Yes
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-826-9781.

Traditional Chinese (中文): 如果需要中文的幫助, 請撥打這個號碼 1-800-826-9781.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-826-9781.

Pennsylvania Dutch (Deitsch): Fer Hilf griege in Deitsch, ruf die do Nummer uff 1-800-826-9781.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-826-9781.

Samoan (Gagana Samoa): Mo se fesoasoani i le Gagana Samoa, vala'au mai i le numera telefoni 1-800-826-9781.

Carolinian (Kapasal Falawasch): ngere aukke ghut alillis reel kapasal Falawasch au fafaingi tilifon ye 1-800-826-9781.

Chamorro (Chamoru): Para un ma ayuda gi finu Chamoru, å'gang 1-800-826-9781.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$400
Specialist coinsurance	20%
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Specialist office visits *(pre-natal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,700**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$400
Copayments	$0
Coinsurance	$400
What isn't covered	
Limits or exclusions	$70
The total Peg would pay is	**$870**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$400
Specialist coinsurance	20%
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$5,600**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$400
Copayments	$0
Coinsurance	$100
What isn't covered	
Limits or exclusions	$4,300
The total Joe would pay is	**$4,800**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$400
Specialist coinsurance	20%
Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic tests *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$2,800**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$400
Copayments	$0
Coinsurance	$400
What isn't covered	
Limits or exclusions	$10
The total Mia would pay is	**$810**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.umr.com or call 1-800-826-9781.

APPENDIX C

APPLICATION FOR EDUCATIONAL ADVANCEMENT COSTS

INSTRUCTIONS: Attach a completed requisition for reimbursement and submit both to the Superintendent for approval prior to the first class meeting.

Name _____

Teaching Field _____

College or University Attending _____

Dates of Attendance _____

List Course or Courses to be Taken this Semester (up to 3 hrs.)* Sem. Cr. Hrs.

*If more than 3 semester hours are requested per semester, please complete a separate application that will be considered for reimbursement for extra hours in October. (Current year is considered class start dates between July 1 – June 30.)

For Reimbursement

Hours		Hours	
_____	Semester I	_____	Semester III
_____	Semester II	_____	Extra

Date Application Received _____

Approved _____ Disapproved _____

_____
Administrative Signature

For Treasurer's Office Use
****

Date Transcript Received Verifying Completion _____

Date of Payment _____

APPENDIX D

FREDERICKTOWN LOCAL SCHOOLS

ASSAULT LEAVE

Name _____ Date _____

School _____

Assault leave has been taken in accordance with Section 3319.143 of the Ohio Revised Code and the Assault Leave Policy of the Agreement between the Fredericktown Local Board of Education and the Fredericktown Education Association.

_____day(s) of assault leave was/were taken beginning at _____ on
time

_____/_____, 20____ and ending at_____on
day month time

_____/_____, 20 _____
day month

The following information must be stated:

Duration of Medical Attention _____

Name of Physician _____

Office Address _____

_____
Unit Member's Signature

_____
Principal

_____
Superintendent

APPENDIX E

FREDERICKTOWN LOCAL SCHOOLS
2026-2028 SCHOOL YEARS
PROFESSIONAL MEETING REIMBURSEMENT FORM

TIME SHEET

Fredericktown Local Schools
117 Columbus Road
Fredericktown, OH 43019
740-694-2956
740-694-0956 (Fax)

EMPLOYEE NAME:			TITLE:	
SUPERVISOR:				
DATE	START TIME	END TIME	REGULAR HOURS	**HOURS**
Date				
Date				
Date				
Date				
Date				
Date				
Date				
TOTAL				
EMPLOYEE SIGNATURE:				DATE:
SUPERVISOR SIGNATURE:				DATE:

Please log your time in attendance for any voluntary in-service or other mandated meeting or other work which is held during non-school hours. In accordance with the negotiated agreement, you will be paid at the per diem rate prorated to the time of such in-service. Complete this form and return to your building Principal for approval.

REQUIREMENTS FOR ATTAINING A CONTINUING CONTRACT

The following is a summary of the requirements found in the Ohio Revised Code Sections 3319.08 and 3319.11. The union's collective bargaining agreement may impose additional requirements. This is not legal advice.

For teachers initially LICENSED PRIOR TO JANUARY 1, 2011, to be eligible for a continuing contract, a teacher must satisfy both the following service and professional credential/coursework requirements:

A. Service Requirement

By the end of the school year in which a teacher receives consideration for reemployment under a continuing contract, the teacher (if continuing contract status has not previously been attained in a different Ohio public school district) must have taught in the school district for at least three (3) of the last five (5) school years.

If the teacher has previously attained continuing contract status in another Ohio public school district, the teacher must have served at least two (2) years in the current school district.

For this purpose, a "year" means actual regular (not including substitute) teaching service of not less than 120 days within a particular school year.

B. Credential Requirement

1. Hold a valid professional, permanent, or life teacher's certificate issued by the Ohio Department of Education; or

2. Hold a valid professional (5-year) educator license or a senior or lead professional license issued by the Ohio Department of Education.

C. Coursework Requirement

1. If a teacher holds a professional, permanent or life certificate, no additional coursework is required for continuing contract eligibility.

2. If a teacher holds a professional license, then he/she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:

a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate/educator license, thirty (30) semester hours of relevant coursework must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules;

b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate/educator license, six (6) semester hours of relevant graduate coursework field must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules.

For teachers initially LICENSED AFTER JANUARY 1, 2011, to be eligible for a continuing contract, a teacher must satisfy both the following service and professional credential/coursework requirements:

A. Service Requirement

By the end of the school year in which a teacher receives consideration for reemployment under a continuing contract, the teacher (if continuing contract status has not previously been attained in a different Ohio public school district) must have taught in the school district for at least three (3) of the last five (5) school years.

If the teacher has previously attained continuing contract status in another Ohio public school district, the teacher must have served at least two (2) years in the current school district.

For this purpose, a "year" means actual regular (not including substitute) teaching service of not less than 120 days within a particular school year.

B. Credential Requirement

1. Hold a valid professional, permanent, or life teacher's certificate issued by the Ohio Department of Education; or

2. Hold a valid professional (5-year) educator license or a senior or lead professional license issued by the Ohio Department of Education.

3. *Have held an educator license, excluding a substitute license, for a period of seven (7) years.*

C. Coursework Requirement

1. If a teacher holds a professional, permanent or life certificate, no additional coursework is required for continuing contract eligibility.

2. If a teacher holds a professional license, then he/she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:

   a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate/educator license, thirty (30) semester hours of relevant coursework must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules;

   b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate/educator license, six (6) semester hours of relevant graduate coursework field must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules.

APPENDIX G

PRE-OBSERVATION CONFERENCE FORM

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

Please be prepared to discuss the following questions:

1. Briefly describe important aspects of the learning environment that the observer needs to know in advance: student situations, developmental processes, etc.

2. What are your objectives for this lesson?

3. What do you want students to learn or to do by the end of this lesson/unit?

4. How did you determine that this is what these students need to learn?

5. How will you assess student learning? How will you know students have achieved the outcomes you intended?

6. What activities will your students be doing?

7. How does this lesson relate to instruction that has occurred over the last few weeks/months?

Comments:

NOTES:

APPENDIX H

EXPLANATION OF FORM

Improvement Area Form: This form can be used by the evaluator at any time during the school year. It is to be used by the evaluator when the evaluator wishes to document any area the evaluator feels needs to be improved.

Recommendations for improvement along with a time line must be listed when using this form. This form could be attached to the evaluation summary. More than one page can be used if needed. However, all pages must be signed.

IMPROVEMENT AREA FORM

DATE _____

SPECIFIC IMPROVEMENT TO BE MADE:

RECOMMENDATIONS FOR IMPROVEMENT:

TIME LINE:

SIGNATURES: Principal _____

Teacher _____
(Signature denotes receipt of this form, not necessarily agreement.)

8.04 DURATION

This Agreement shall become effective July 1, 2026 and shall remain in effect until midnight June 30, 2028

FREDERICKTOWN EDUCATION ASSOCIATION	FREDERICKTOWN LOCAL BOARD OF EDUCATION