

MEMORANDUM OF UNDERSTANDING - #1

The Fort Recovery Education Association and the Fort Recovery Local School Board of Education agree to the following effective with the 2014-15 school year, as per the recommendations of the supplemental review committee:

**ARTICLE IV: Page 7, #3- Teacher Evaluation Process**

Adding the following language:

1. Student growth will comprise 50% of the teacher evaluation.
2. Retiring Teachers – A teacher who has submitted a notice of retirement by November 1<sup>st</sup> will not be evaluated as long as the board of education has accepted the retirement by December 1<sup>st</sup>.
3. Teachers on Extended Leave – A teacher who is on leave from the district for fifty percent (50%) or more of the school year will not be evaluated in that year.
4. All teachers in the final year of a limited contract will receive a full evaluation no matter what their rating in the previous years evaluation. Those teachers rated skilled or accomplished in the previous observation year would only be formally observed twice.

For the Board

[Signature]  
Board of Education President

11/19/14  
Date

For the Association

[Signature]  
FREA President

10/24/14  
Date

MEMORANDUM OF UNDERSTANDING - #2

The Fort Recovery Education Association and the Fort Recovery Local School Board of Education agree to the following effective August 1, 2014 to July 31, 2017:

**ARTICLE IX: Page 26, #5 – Open Enrollment**

Changing the following language:

- a) No child shall be permitted to enter Fort Recovery Local Schools pursuant to this provision if they have been, or currently are, expelled from a public or private school in any State.

Adding the following language:

- c) If a full-time employee is unable to enroll natural or adopted children through the open enrollment policy due to residency in another State, the full-time employee's children shall be allowed to attend the Fort Recovery Local Schools on a tuition free basis, in accordance with the Ohio Revised Code section 3313.64. This enrollment shall be subject to the conditions listed in a) and b) of this section.

**For the Board**

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Board of Education President

11/19/17

**Date**

**For the Association**

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FEA President

11/19/17

**Date**

**MEMORANDUM OF UNDERSTANDING - #3**

The Fort Recovery Education Association and the Fort Recovery Local School Board of Education agree to the following effective for the 2014-15 and 2015-16 school years only:

**Article XIII- Insurance Benefits; Number 2 – d**

Add: The Fort Recovery Board of Education shall provide funding for each employee's Section 125 Flex Spending Plan in the amount of \$500.00 if the employee is covered by a health insurance plan offered through Fort Recovery Local Schools. This plan will be administered by American Fidelity, and employees will be subject to the plan guidelines.

**For the Board**

La Jelle  
Board of Education  
11/19/2014

**Date**

**For the Association**

Maria Silworth  
President FREA  
11/19/2014

**Date**

MEMORANDUM OF UNDERSTANDING - #4

The Fort Recovery Education Association and the Fort Recovery Local School Board of Education agree to the following effective with the 2014-15 school year, as per the recommendations of the supplemental review committee:

For the purposes of placement on the supplemental salary schedule:

1. The supplemental contract for Middle School Writing Club Advisor at the following percent based on years of experience.

Years of Experience	<u>0</u>	<u>2</u>	<u>4</u>	<u>6</u>	<u>8</u>	<u>10</u>	<u>15</u>	<u>20</u>
	.010	.011	.012	.013	.014	.015	.016	.017

For the Board

Lois Fuller  
Fort Recovery Local Board President

2/10/15  
Date

For the Association

Kristy Keller  
Vice President FREA

2/6/15  
Date

MEMORANDUM OF UNDERSTANDING - #5

The Fort Recovery Education Association and the Fort Recovery Local School Board of Education agree to the following effective immediately.

ARTICLE IV, Section 3: Teacher Evaluation Process: Add the following: In accordance with the Safe Harbor Provision of HB 487 value added data from the 2014-15 school year from Ohio's new assessments will not be used when making decisions regarding the dismissal, retention, tenure, or compensation of the district's or school's teachers. This provision only applies to Value-Added data from new assessments for the 2014-15 school year. Approved vendor assessments and local measures are not subject to the Safe Harbor provision. The Board and the Association agree that if the state General Assembly extends the Safe Harbor timeframe (beyond one school year) those will apply without the need for an additional MOU between the parties.

For the Board

Jose Valle

Board President, FRLS

3/17/2015

Date

For the Association

Kristy Keller

Vice President FREA

03/04/15

Date

MEMORANDUM OF UNDERSTANDING - #6

This Memorandum of Understanding is entered into by and between the Fort Recovery Local School District Board of Education and Fort Recovery Education Association. In order to address issues related to the College Credit Plus (CC+) programs that effect terms and conditions of employment, the parties hereby agree to the following:

1. The Board retains total and complete discretion in selecting the teachers who will teach the CC+ courses. Once selected, teachers who require additional coursework and are enrolled as of January 1, 2015 in order to be qualified to teach a CC+ course shall have such coursework and textbooks paid for by the Board. Reimbursement will be paid after receipt of an official transcript showing successful completion of course(s).

If a teacher voluntarily leaves the employment of the Board or is terminated for cause within the first five (5) years of receiving this benefit, the teacher will allow the cost of the coursework benefit to be deducted from his/her pay according to following schedule:

- During/after years 1 & 2 = 100% pay back
- During/after year 3 = 75% pay back
- During/after year 4 = 50% pay back
- During year 5 = 25% pay back

If the Board chooses to no longer offer CC+ courses at FRHS, teachers who had coursework paid for by the Board will not be required to pay back.

2. Teachers who teach CC+ courses and have completed the required coursework or are deemed "credentialed" to teach the courses shall receive additional compensation according to the following schedule:

- One FRHS course for CC+ = \$500
- Each additional FRHS course/section for CC+ = \$250

Teachers taking coursework paid for by the Board as defined in #1 are not eligible for additional compensation defined in #2.

3. Teachers may choose to use FRHS CC+ courses and create Student Learning Objectives for the student growth portion of the teacher evaluation process, but it will not be mandatory for teachers to do so for these classes.
4. Professional Leave due to CC+ meetings will not be counted into the professional leave limitations of Article VII, #4.

For the Board

As Fuller

Board President

4/21/15

Date

For the Association

Kristy Keller

FREA Vice President

04/20/15

Date

MEMORANDUM OF UNDERSTANDING - #7

The Fort Recovery Education Association and the Fort Recovery Local School Board of Education agree to the following effective with the 2015-16 school year, as per the recommendations of the supplemental review committee:

For the purposes of compensation of cheerleader advisor and placement of extended season pay on the supplemental salary schedule :

<u>Years of Experience</u>	<u>0</u>	<u>2</u>	<u>4</u>	<u>6</u>	<u>8</u>	<u>10</u>	<u>15</u>	<u>20</u>
Junior High Football Cheerleader Advisor	.030	.032	.034	.036	.038	.040	.042	.044
High School Football Cheerleader Advisor	.040	.042	.044	.046	.048	.050	.052	.054
Junior High Basketball Cheerleader Advisor	.035	.037	.039	.041	.043	.045	.047	.049
High School Basketball Cheerleader Advisor	.050	.053	.056	.059	.062	.065	.068	.071

Extended Season Pay - Always begins at second level of competition. The exception is football since they qualify for the playoffs.

**Level I** - \$150.00 per week

Head Coaches of Football, Volleyball, Basketball, Baseball, Softball

**Level II** - \$100.00 per week

Head Coaches of Swimming, Track, Golf, Cross Country

Assistant Coaches of Football, Volleyball, Basketball, Baseball Softball

**Level III** - \$50.00 per week

Head Coaches of Football Cheer, Basketball Cheer

Assistant Coaches of Swimming, Cross Country, Golf, Track and Field

\*Coaches receiving Supplemental Incentive Contracts must be in a paid position at the high school level. In addition, coaches in Volleyball, Girls Basketball and Boys Basketball must attend all away and home regular season games as well and sit on the bench.

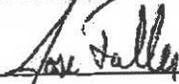
\*\*Coaches must serve on the staff, full-time, during the tournament activities (practices, meetings, games, film)

\*\*\*Individual qualifiers/non-team qualifiers will result in Level III pay

\*\*\*\*Athletic Director receives compensation equal to coach who receives highest incentive compensation

\*\*\*\*\*Athletic Director will only be compensated one sport per season

For the Board

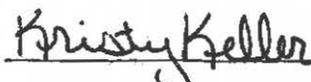


Fort Recovery Board of Education

Date

9/15/15

For the Association



FREA President

Date

09/14/15

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**Memorandum of Understanding #8**

This Memorandum is effective as of this 21 day of October, 2015, by and between the Ft. Recovery Local School District Board of Education (the "Board") and the Ft. Recovery Education Association ("FREA").

Whereas, the state legislature has recently adopted changes to the Ohio Teacher Evaluation System ("OTES") through House Bill 64, which shall become effective on September 29th, 2015; and

Whereas, HB 64 contains an un-codified provision of the law which mandates that a Board of Education must enter into a memorandum of understanding with teachers in order to use the value-added progress dimension data which is gathered during the 2014-2015 school year and applied to the 2015-2016 school year for evaluations and major employment decisions; and

Whereas, the Board and FREA wish to enter into a memorandum of understanding regarding use of value-added data for the 2015-2016 school year as included herein.

It is therefore the agreement of the parties as follows:

1. As used in this section, "value-added progress dimension" means the value-added progress dimension prescribed by 3302.021 of the Revised Code or an alternative student academic progress measure if adopted under division (C)(1)(e) of section 3303.03 of the Revised Code.
2. The value-added progress dimension rating that is based on the results of the assessments prescribed under sections 3301.0710 and 3301.0712 of the Revised Code and that is used to assess student academic growth for purposes of teacher evaluations under sections 3311.80, 3319.111, and 3319.112 of the Revised Code will continue to be used in evaluations for the 2015-2016 school year in the following manner: Category A1 teachers will use their individual Value-Added scores for 50% of their evaluation, the remaining 50% will be teacher observation. Category A2 teachers will use their individual Value-Added data for that proportion of their schedule, and use shared attribution of the District Value-Added scores for the rest of their schedule to comprise the 50% of their Value Added portion of their evaluation. The current collective bargaining agreement will remain the same in regards to 50% teacher observation (requirements for Pre-conference meetings, Post-conference meetings, observations, timelines, etc.). Category B & C teachers will use shared attribution of the District Value-Added scores for 50% of their evaluation, the remaining 50% will be teacher observation. The current collective bargaining agreement will remain the same in regards to the 50% teacher observation (requirements for Pre-conference and Post-conference meetings, observations, timelines, etc.). However, value-added data will not be used by the District when making decisions regarding the dismissal, retention, tenure, or compensation of the district's teachers during the 2015-2016 school year. This safe harbor applies to tests administered in the 2014-2015 school year and released for use during the 2015-2016 school year.

3. This MOU will apply to the use of all value-added data as specifically addressed in this Agreement during the 2015-2016 school year, and will expire on June 30th, 2016.
4. This MOU represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement. There are no other terms, conditions or agreements relating to the subject matter herein aside from the provisions contained in this Agreement.
5. The FREA and the Board acknowledge that this MOU is binding upon the parties. This MOU is binding contractual commitment. The terms of this MOU shall apply over any conflicting provisions of the collective bargaining agreement or prior Memorandums of Understanding between the parties.

Kristy Keller FREA President  
For The Association

10/30/15  
Date

Steve Talley  
For the Board of Education

11/23/15  
Date