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STATE OF OHIO
DEPARTMENT OF EDUCATION

MASTER AGREEMENT

BETWEEN

**THE FEDERAL HOCKING
TEACHERS' ASSOCIATION**

AND

**THE FEDERAL HOCKING
BOARD OF EDUCATION**

EFFECTIVE DATES:

August 1, 2011 thru July 31, 2014

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ARTICLE 1
RECOGNITION

1.01 IDENTIFICATION

- A. **BOARD** - The Federal Hocking Board of Education is the duly elected Board of Education of the Federal Hocking Local School District, hereinafter referred to as the Board.
- B. **ASSOCIATION** - The Federal Hocking Teachers' Association (FHTA) is an affiliate of the NEA and the OEA, and members of the bargaining unit which are full-time or part-time (working a minimum of three and one-half [3.5] hours but less than seven [7] hours per day and employed for at least one hundred twenty [120] days) teachers in the Federal Hocking School District, hereafter referred to as the Association.

1.02 RECOGNITION

The Board hereinafter recognizes the Association as the sole and exclusive bargaining representative, for all professional, non-supervisory, teaching personnel both full and part-time (three and one-half [3.5] hours but less than seven [7] hours per day and employed for at least one hundred twenty [120] days) under written contract, or on approved leave, or on a per diem rate basis, employed by the Board to perform any work currently being performed by bargaining unit members, by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational, and full-time substitutes), guidance counselors, librarians, media and program specialists, school nurses, coordinators, department heads, athletic directors, visiting teachers, and tutors. The Association recognizes that the Superintendent, Assistant Superintendent, Principals and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Employer recognizes that the Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

1.03 ANTI-DISCRIMINATION

The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all teaching employees without regard to race, color, age, disability, religious creed, sex, national origin, ancestry, military status, and genetic information.

1.04 ANTI-COERCION

The parties agree that there will be no disparate treatment, interference, restraint or coercion by the Board or any Board representative against any employee because of Union membership or because of any legal or contractual right of the employee.

ARTICLE 2
COLLECTIVE BARGAINING PROCEDURE

2.01 **NEGOTIATIONS PROCEDURE**

Either the Association or the Board may initiate negotiations by filing a Notice to Negotiate with the State Employment Relations Board and sending a copy of the notice to the other party by certified mail not earlier than one hundred and twenty (120) days nor later than ninety (90) days prior to the expiration of this agreement. Within fifteen (15) working days of transmittal of said submission letter, the parties shall hold their first negotiating session. At any negotiations session, either party may be represented by no more than five (5) representatives. If after forty-five (45) days before the agreement expires, agreement has not been reached on all items under negotiation; either party may call for the services of a Mediator from the Federal Mediation and Conciliation Service. The Mediator shall conduct a meeting(s) as he/she deems necessary. The costs of the Mediator, if any, shall be shared equally by the Association and the Board. If a party calls for a mediator, the other party shall join in the request.

2.02 **SEVERABILITY**

- A. In the event there is a conflict between a provision of this Agreement and State or Federal Law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, State or Federal Law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with State or Federal Law, or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet and attempt to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days demand of either party.
- B. If, during the term of this Agreement, there is a change in State or Federal Law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet and attempt to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

2.03 **COST OF MASTER AGREEMENT**

The Federal Hocking Board of Education and the Federal Hocking Teacher's Association agree to pay the cost of having the Master Agreement printed. Each party shall pay one-half (1/2) of the cost. One hundred (100) copies shall be made.

2.04 **"NO CHILD LEFT BEHIND ACT (ESEA)"**

- A. Before implementing any aspect of the ESEA which would change or affect the wages, hours, and/or terms and conditions of employment for the bargaining unit members, the Board must first bargain over any such changes or issues with the Association.

1. Bargaining will be limited to fifteen (15) days. If agreement is not reached on the changes or issues within those fifteen (15) days, then the items of dispute will be submitted to mediation under FMCS. Mediation will be limited to two sessions.
2. If after two mediation sessions, agreement is not reached on all changes or issues, the remaining issues will be submitted to final and binding arbitration in accordance with Article IV, Section 4.6 – Arbitration.

ARTICLE 3 **MANAGEMENT RIGHTS**

3.01 **MANAGEMENT RIGHTS CLAUSE**

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Federal Hocking Local School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities. The administrative authority of the Board shall be implemented by the Board, except as otherwise expressly provided in the agreement, the management of the Federal Hocking School District should be vested exclusively in the Board of Education.

3.02 **MEDICAL EXAMINATION**

- A. The Board of Education may require of an employee a health certificate from a physician. The health certificate, if required, shall be filed in the office of the Superintendent. The Board of Education shall bear such cost.
- B. All teachers of the Federal Hocking Local School District shall be required to have such tests and examinations for tuberculosis or other communicable diseases as may be required by the Ohio Public Health Council or the Board of Education in accordance with the Ohio Revised Code.
- C. Teachers found to have tuberculosis in a communicable stage, or other communicable diseases will follow the procedures outlined in 3313.71 of the Ohio Revised Code.

ARTICLE 4 **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

4.01 **ASSOCIATION ACTIVITIES**

- A. The Association may have permission to use school equipment upon approval of the administrator responsible for the equipment. The Association may use school facilities provided proper arrangements are made in compliance with Board Policy.

- B. Use of school facilities will be at a fee as listed in Board Policy.
- C. The Association may use staff mail boxes for distribution of material to the staff who are members of the Association, providing the Association takes responsibility for its own material. The Association may have use of a bulletin board in the teacher's lounge in each individual building for Association announcements.
- D. The building representatives of the Association, in each center, shall be given time at the conclusion of a faculty meeting for announcements.
- E. After first requesting permission from the building principal, the building representative may call meetings of Association members within the building, but not on school time or in conflict with other scheduled activities.
- F. The President of the Association or his/her designated representative shall be allowed to visit schools. Upon his/her arrival, the President shall notify in person, the principal that he/she is present in the building, state the reasons for the visit and sign in on the visitor's register.
- G. Visits by the President or his/her designated representative that are made to discuss special problems of teachers, must be arranged in advance with the principal, unless an emergency exists or the principal is absent. If the principal denies the visit, an explanation shall be given.
- H. The Association President shall receive a copy of the Board Agenda and addendums, minutes, financial reports, and approved policies and procedures. These reports shall be given to the Association at the same time they are given to the Board.
- I. The Association President shall annually receive a current list of all bargaining unit members with names, addresses, telephone numbers and assigned positions by September 30, if requested.

4.02 ASSOCIATION LEAVE

- A. The Association will be granted for each O.E.A. Representative Assembly not to exceed two (2) meetings annually, a maximum of two (2) days each for two (2) delegates.
- B. To be granted leave under this section, the member must make a request on a leave form included at the end of this article at least five (5) days prior to the date of the requested leave, if possible.
- C. The Association shall be granted six (6) days to conduct Association business at the President's discretion and with twenty-four (24) hours advance notification to the building Principal. These days must be used in half-day or full-day increments. The Association will pay for the cost of a substitute.

- D. Any Association member who is elected or appointed to the governing body of the OEA/NEA/SEOEA shall be granted leave with pay to attend regular meetings of such bodies. Such leave shall not be counted as part of the Association Leave as outlined in Part A of this section. The cost of the substitute shall be paid by the OEA/NEA/SEOEA.

4.03 FAIR SHARE

- A. The Federal Hocking Local Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members.
- B. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction. Payroll deduction of such fair share fees shall begin at the same payroll period as dues deductions are begun for members of the Association except that no deductions shall be made for newly hired bargaining unit members until the second paycheck, which period shall be the required probationary period for newly hired employed bargaining unit members.
- C. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- D. The Board further agrees to accompany each such transmittal with a list of names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
- E. Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.
- F. The amount to be deducted from the pay of all non-association members shall be the total dues as paid by members of the Association, and such deductions shall continue through the remaining number of payroll periods over which association membership dues are deducted.
- G. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision as provided that:
 - 1. The Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the employer;
 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appease the Association or its affiliates' application to file briefs amicus curiae in the action;
 4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- H. The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 **PURPOSE**

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

5.02 **DEFINITIONS**

- A. A "grievance" is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance.
- B. "Grievant" shall mean the Association or employee(s) initiating a grievance.
- C. "Days" shall mean actual work days.
- D. "Appropriate supervisor", for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance. Grievances arising through Board action shall be filed at the Superintendent's Level.

5.03 **RIGHTS OF THE GRIEVANT AND ASSOCIATION**

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

- B. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- C. Grievance forms shall be found in the Appendix of the contract.
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- E. The Association shall receive copies of all communications in the processing of grievances.

5.04 TIME LIMITS

- A. The number of days indicated at each step in the procedure shall be considered the maximum and may be extended only by written mutual agreement of the parties.
- B. A grievance shall be filed within fifteen (15) days of the act or the grievant's awareness of the act on which the grievance is based.
- C. Any grievance not advanced to the next step by the grievant within the time limits in that step, shall be deemed abandoned and settled by the answer given last by the Board or its representatives. The failure of the Board of Education or administration to respond to the grievance at any level of the Grievance Procedure shall cause the remedy of the grievance to be granted.

5.05 PROCEDURES

Any grievance by an employee or the Association shall be submitted to the following grievance procedure:

STEP 1: The aggrieved shall meet within fifteen (15) school days of the occurrence of the cause for the complaint with his/her immediate supervisor in an attempt to settle the grievance informally. All parties may have representatives present. Any grievance occurring during the last fifteen (15) school days of the school year must be filed within three (3) calendar weeks after the last teacher work day.

STEP 2: If the grievance is not settled in Step 1, the employee may within ten (10) school days of Step 1; file a written formal signed "Statement of Grievance" with the appropriate supervisor.

The "Statement of Grievance" will be completed at each step. The "Statement of Grievance" shall name the employee involved, state the facts giving rise to the grievance, identify the provisions of the Agreement allegedly violated, state the contention of the grievant with respect to these provisions, and shall indicate the relief sought.

Within five (5) school days of the filing, a hearing shall be arranged between the grievant and the appropriate supervisor. All parties may have a representative present at each level of the grievance.

The disposition by the appropriate supervisor shall be within five (5) school days and shall be added to the "Statement of Grievance".

STEP 3: If the grievance is not resolved in Step 2, the employee or the Association may submit within five (5) school days the grievance in writing to the Superintendent for resolution. Within five (5) school days, following the filing, a hearing shall be arranged between the grievant and the Superintendent. Within five (5) school days following the hearing, the Superintendent will transmit his/her decision to the grievant, through the Association, in writing. All parties may have a representative present.

STEP 4: If the grievance is not resolved in Step 3, the employee or the Association may submit within five (5) school days the grievance in writing to the Board of Education. A hearing shall be held between the grievant and the Board at the next regular Board Meeting. Within five (5) school days following the hearing, the Board will transmit its decision to the grievant in writing. All parties may have a representative present.

STEP 5: If a satisfactory disposition of the grievance is not made as a result of the hearing in Step 4 above, the grievant shall have the right to request that the Association submit the issue to arbitration. The Association shall notify the Superintendent within ten (10) school days following the receipt of the Board's decision at Step 4.

The arbitrator shall be appointed by the American Arbitration Association according to its voluntary rules and regulations. Either party may request a second list of arbitrators. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation, misinterpretation or misapplication of the specific articles and sections of this Agreement.

- A. He/She shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.
- B. The arbitrator's decision shall be final and binding on the Association, its members, the employee, or employees involved and the Board.
- C. The arbitrator's decision shall be implemented within twenty-five (25) calendar days of receipt of the decision or the time period may be extended, if mutually agreed.

5.06 MISCELLANEOUS

- A. The fees and expenses of the arbitrator shall be shared equally by the Board and the

Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the others.

- B. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
- C. A grievance may be withdrawn at any level of the grievance procedure by the grievant with no record of such grievance to be retained by the Board or the administration.
- D. Copies of all written decisions of grievances shall be sent to all parties involved: the Association, the aggrieved, the Superintendent, and the Board President.
- E. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- F. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

5.07 RELEASED TIME FOR GRIEVANCES

The Federal Hocking Board of Education shall grant released time with pay for all parties necessary to resolve the grievance to attend a grievance meeting or arbitration hearing.

- A. The Association will reimburse the Board for the cost of the substitute employed to replace the staff member.
- B. The staff member must notify the Principal as soon as he/she becomes aware that he/she will be absent.
- C. The principal or his/her representative will call the substitute from the Board-adopted list of substitutes.

ARTICLE 6 **COMPENSATION AND BENEFITS**

6.01 AUTHORIZED PAYROLL DEDUCTIONS

- A. Deduction of yearly dues and fees may be authorized for payroll deduction to the Treasurer by the teacher for the following:
 - Federal Hocking Teacher's Association
 - Southeastern Ohio Education Association
 - Ohio Education Association
 - National Education Association
 - Departments of the Ohio Education Association as listed on their yearly enrollment form

- Fund for Children and Public Education (FCPE)
 - Other Charitable Federations
1. Deductions listed above must be authorized by the teacher, in writing, to the Treasurer on the appropriate forms no later than October 1st of each year or the last working day prior to October 1st, should October 1st fall on a nonworking day. Deductions shall begin with the second pay in October.
 2. The deductions must be for an equal amount and will be deducted for eighteen (18) pays but not more than twice each month.
- B. Deductions may be authorized for payroll deduction to the Treasurer by the teacher for the following:
- Health Insurance Programs
 - Savings Bonds
 - Annuities
 - City Income Tax (when applicable)
1. Deductions shall be made in twenty-four (24) equal deductions and must be authorized in writing by the teacher on forms prescribed by the Treasurer. Deductions for the above must be authorized within ten (10) days after the first day of scheduled attendance or employment. Opting for a change from single to family or vice-versa may occur once after the open enrollment period, if elected by the bargaining unit member. Exceptions may be granted by the Board.
- C. Deductions may be authorized for payroll deductions to the Treasurer by the teacher for the following:
- Credit Union
1. Deductions for the credit union shall be made in twenty-six (26) equal deductions and must be authorized by the teacher, in writing, on the forms prescribed by the Treasurer. Credit union deductions may be authorized at any time by proper application.
- D. Deductions authorized, in writing, by teachers employed after the beginning of the school year shall be appropriately prorated as authorized by the teacher, and be in compliance with Sections 1, 2, and 3 of this Article.
- E. Electronic deposit of paychecks shall be mandatory for all certified employees.
- F. Supplementals and stipends in amounts exceeding \$150 shall be paid in a separate transaction on a date pre-selected by the treasurer and posted in the district newsletter as outlined in Article 13.02. Employees shall be notified, in advance, of the dates of the scheduled payrolls and given sufficient time to turn in paperwork. In the event that the paperwork is not turned in timely and cannot be processed on the set dates, the payment will be added to the employee's regular payroll.

6.02 SUPPLEMENTALS

- A. Teachers assigned additional responsibilities for which additional compensation if granted shall be given a written contract that is in addition to their basic teacher's contract.

Such supplemental contracts shall include the following information:

- 1. name of teachers;
- 2. number of years contract is to be in force;
- 3. statement of responsibilities (additional) and compensation to be provided;
- 4. dates within which compensation is being provided for said responsibility;
- 5. how compensation will be paid;
- 6. total compensation;
- 7. provision that all implementing procedures have been completed by the Board;
- 8. provision for signature and date of signing by the teacher;
- 9. provision for signature and date of signing by the Board President and the Treasurer; and
- 10. individual supplemental contracts will be enforced in accordance with Revised Code, State of Ohio in all aspects.

- B. Certificated employees of the Federal Hocking Local Schools shall be compensated for supplemental duties according to the following provisions:

- 1. Extended Service -- Teachers assigned duties related to their regular contract duties prior to the beginning of and subsequent to the regular school calendar year shall be compensated at a rate in proportion to their regular salary.
- 2. Released Time -- Teachers assigned supplemental duties, which are performed on regular school time may be granted a reduced regular duty schedule as a part or total compensation for such duty.
- 3. Supplemental Pay -- Teachers performing those extra duties specified on the supplemental salary schedule shall be compensated as provided by the schedules.

6.03 SUPPLEMENTAL SALARY SCHEDULE

FOOTBALL

Head \$3,650.00
Assistants..... 2,130.00

BASKETBALL

Head..... 3,650.00
Assistants..... 2,130.00

BASEBALL/SOFTBALL

Head..... 2,130.00
Assistants..... 1,445.00

TRACK	
Head	2,130.00
Assistants	1,445.00
VOLLEYBALL	
Head	2,130.00
Assistants	1,445.00
WRESTLING	
Head	2,130.00
Assistants	1,445.00
CROSS COUNTRY	
Head	1,500.00
SOC CER COACH	1,000.00
GOLF COACH	1,500.00
ELEMENTARY YEARBOOK	
	750.00
HIGH SCHOOL YEARBOOK.....	
	1,445.00
SENIOR CLASS ADVISOR	
	750.00
JUNIOR CLASS ADVISOR.....	
	750.00
CHEERLEADER ADVISOR	
Head	1,500.00
Assistants	900.00
HS STUDENT COUNCIL ADVISOR	
	750.00
MS STUDENT COUNCIL ADVISOR	
	750.00
DRAMA ADVISOR	
	750.00
SOP/FRESH CLASS ADVISOR.....	
	750.00
NEWSPAPER ADVISOR	
	750.00
MOCK TRIAL ADVISOR	
	880.00
SCIENCE OLYMPIAD ADVISOR	
	880.00
Assistants.....	400.00
HEAD BAND DIR-SUMMER.....	
	2,600.00
Assistants.....	1,200.00
HEAD BAND DIR-AFT SCHOOL.....	
	2,600.00
Assistants	1,200.00
SAFETY COORDINATOR.....	
	500.00
ENTRY YEAR COORDINATOR	
	1,200.00
MENTORS-ENTRY YEAR	
	750.00
MENTORS-COACH (one per building)	
	750.00
SCIENCE OLYMPIAD ADVISOR, M.S.	
	880.00
SCIENCE OLYMPIAD ASSISTANT	
	400.00
ELEM TECH ASSISTANT (one per bldg).....	
	1,000.00
CIP COORDINATOR.....	
	4,000.00
CURRICULUM COORDINATOR.....	
	3,000.00
BUSINESS PROFESSIONALS OF AMERICA ADVISOR	
	880.00
ART CLUB	
	880.00
BUILDING DATA COORDINATOR	
	1,000.00
GRADE LEVEL DATA COORDINATOR	
	500.00
IAT TEAM COORDINATOR.....	
	500.00
CONFLICT RESOLUTION COORDINATOR	
	500.00
Head Teacher	
	3,000.00
Home Tutor*	
	\$20/hr

*To be posted for five (5) days.

6.04 TEACHING EXPERIENCE

- A. A teacher in the Federal Hocking School District shall be granted the full amount of teaching experience accumulated within a public elementary or secondary school (elementary defined as any combination of Grades K-8 or secondary school, defined as any combination of Grades 7-12), as certified by the state foundation funding program.
- B. Upon initial employment with the Federal Hocking School District, a teacher who has teaching experience in any elementary (defined as any combination of Grades K-8) or secondary school (defined as any combination of Grades 7-12) chartered by the State of Ohio Department of Education, including licensed parochial schools or similar institution, shall receive credit for the amount of such teaching experience accumulated in elementary or secondary schools, up to a maximum of ten (10) years.
- C. A teacher with two (2) one-half years (at least 90 days) of teaching experience shall qualify for one year experience at the conclusion of that time and shall be placed on the salary schedule at the appropriate step upon verification of such experience.
- D. Teachers beginning employment in the Federal Hocking School District after the school term, 1978-79, will not be considered under this Article and will receive experienced credit for two (2) half years only at the commencement of each school year.
- E. Teachers with pre-school teaching experience (gained while certified to teach pre-school) from a chartered pre-school in the State of Ohio, shall receive credit for the amount of such teaching experience.
- F. A teacher employed on a limited teaching contract daily for seventeen (17) hours but less than thirty-five (35) hours per week shall receive an annual increment. Teachers receiving the aforementioned increment that become employed by the District on a full-time basis shall be placed at a step on the salary schedule which is equivalent to granting one year's experience for every two (2) years of part-time teaching service.

G. Employment of Retired Teachers

In the event the Board employs a retired teacher (as used herein, "retired teacher") for a regular teaching position, the following shall apply:

The retired teacher will be considered a "Beginning Teacher" in all respects with the following specific clarifications:

- 1) Notwithstanding state law as it pertains to years of service and service credit for salary placement purposes, the retired teacher shall be placed at the zero (0) years of experience salary step of the negotiated salary schedule.
- 2) The retired teacher will re-enter the school system with zero (0) years of seniority.

- 3) The retired teacher will be offered a one year contract. Once that year is completed the retired teacher will not be eligible for re-employment with the Federal Hocking Local School District.
- 4) The Board and Association intend this Section to supersede and take the place of any and all contrary provisions of both Ohio law and this Negotiated Agreement.

6.05 PAY PERIODS

- A. All teachers employed in the Federal Hocking System shall be paid in twenty-six (26) equal payments (gross). Pay day will be every other Friday during the contracted year.
- B. Should pay day fall during a scheduled holiday or vacation, teachers shall receive payment on the last day prior to holiday (i.e., if the holiday is on Friday, the employees will receive payment on Thursday).
- C. The first pay day of each year shall be determined by the Treasurer.
- D. Pay envelopes shall be provided by the Treasurer's Office for each regular pay during the school year.
- E. Paychecks shall be mailed during the summer months when school is not in session. These paychecks shall be mailed from an Athens County Post Office, no later than the day preceding the regular pay day.
- F. Teachers shall file a summer address to which the checks are to be mailed. This address will be in writing and signed as authorizing the Treasurer to mail the check. If no authorization is received, paychecks shall be held at the Treasurer's Office for pickup.

6.06 SALARY SCHEDULE

A. For 2011-2012 the base salary shall be \$28,359 (2%). For 2012-2013 the base salary shall be \$28,926 (2%). For 2013-2014 the base salary shall be \$29,215 (1%).

	BA	150 HR.	MA	MA+15
0	1.0000	1.0450	1.1500	1.2000
1	1.0400	1.0900	1.2000	1.2500
2	1.0800	1.1350	1.2500	1.3000
3	1.1200	1.1800	1.3000	1.3500
4	1.1600	1.2250	1.3500	1.4000
5	1.2000	1.2700	1.4000	1.4500
6	1.2400	1.3150	1.4500	1.5000
7	1.2800	1.3600	1.5000	1.5500
8	1.3200	1.4050	1.5500	1.6000
9	1.3600	1.4500	1.6000	1.6500
10	1.4000	1.4950	1.6500	1.7000
11	1.4400	1.5400	1.7000	1.7500
12	1.4800	1.5850	1.7500	1.8000
13	1.5200	1.6300	1.8000	1.8500
14	1.5600	1.6750	1.8500	1.9000
15	1.6000	1.7200	1.9000	1.9500
16	1.6400	1.7650	1.9500	2.0000

B. The negotiated Salary Index shall reflect the following educational training:

- BA A member of the bargaining unit who has received a Bachelor's Degree from an accredited college.

- BA+15 A member of the bargaining unit who has received a Bachelor's Degree with either 150 semester hours or has earned additional semester hours to a total of 150 after receiving their Bachelor's Degree.

- MA A member of the bargaining unit who has earned a Master's Degree.

- MA+15 A member of the bargaining unit who has taken 15 graduate semester hours in addition to a Master's Degree. (Effective October 30, 2007, all hours must be earned after receipt of the Master's Degree)

6.07 **CERTIFIED STAFF SALARY SCHEDULE**
2011-2012 SCHOOL YEAR

<u>Yrs. Exp.</u>	<u>BA</u>	<u>150 Hrs</u>	<u>MA</u>	<u>MA +15</u>
Step 0	\$28,359 1.0000	\$29,635 1.0450	\$32,613 1.1500	\$34,031 1.2000
Step 1	\$29,493 1.0400	\$30,911 1.0900	\$34,031 1.2000	\$35,449 1.2500
Step 2	\$30,628 1.0800	\$32,187 1.1350	\$35,449 1.2500	\$36,867 1.3000
Step 3	\$31,762 1.1200	\$33,464 1.1800	\$36,867 1.3000	\$38,285 1.3500
Step 4	\$32,896 1.1600	\$34,740 1.2250	\$38,285 1.3500	\$39,703 1.4000
Step 5	\$34,031 1.2000	\$36,016 1.2700	\$39,703 1.4000	\$41,121 1.4500
Step 6	\$35,165 1.2400	\$37,292 1.3150	\$41,121 1.4500	\$42,539 1.5000
Step 7	\$36,300 1.2800	\$38,568 1.3600	\$42,539 1.5000	\$43,956 1.5500
Step 8	\$37,434 1.3200	\$39,844 1.4050	\$43,956 1.5500	\$45,374 1.6000
Step 9	\$38,568 1.3600	\$41,121 1.4500	\$45,374 1.6000	\$46,792 1.6500
Step 10	\$39,703 1.4000	\$42,397 1.4950	\$46,792 1.6500	\$48,210 1.7000
Step 11	\$40,837 1.4400	\$43,673 1.5400	\$48,210 1.7000	\$49,628 1.7500
Step 12	\$41,971 1.4800	\$44,949 1.5850	\$49,628 1.7500	\$51,046 1.8000
Step 13	\$43,106 1.5200	\$46,225 1.6300	\$51,046 1.8000	\$52,464 1.8500
Step 14	\$44,240 1.5600	\$47,501 1.6750	\$52,464 1.8500	\$53,882 1.9000
Step 15	\$45,374 1.6000	\$48,777 1.7200	\$53,882 1.9000	\$55,300 1.9500
Step 16	\$46,509 1.6400	\$50,054 1.7650	\$55,300 1.9500	\$56,718 2.0000

2012-2013 SCHOOL YEAR

<u>Yrs. Exp.</u>	<u>BA</u>	<u>150 Hrs</u>	<u>MA</u>	<u>MA +15</u>
Step 0	\$28,926 1.0000	\$30,228 1.0450	\$33,265 1.1500	\$34,711 1.2000
Step 1	\$30,083 1.0400	\$31,529 1.0900	\$34,711 1.2000	\$36,158 1.2500
Step 2	\$31,240 1.0800	\$32,831 1.1350	\$36,158 1.2500	\$37,604 1.3000
Step 3	\$32,397 1.1200	\$34,133 1.1800	\$37,604 1.3000	\$39,050 1.3500
Step 4	\$33,554 1.1600	\$35,434 1.2250	\$39,050 1.3500	\$40,496 1.4000
Step 5	\$34,711 1.2000	\$36,736 1.2700	\$40,496 1.4000	\$41,943 1.4500
Step 6	\$35,868 1.2400	\$38,038 1.3150	\$41,943 1.4500	\$43,389 1.5000
Step 7	\$37,025 1.2800	\$39,339 1.3600	\$43,389 1.5000	\$44,835 1.5500
Step 8	\$38,182 1.3200	\$40,641 1.4050	\$44,835 1.5500	\$46,282 1.6000
Step 9	\$39,339 1.3600	\$41,943 1.4500	\$46,282 1.6000	\$47,728 1.6500
Step 10	\$40,496 1.4000	\$43,244 1.4950	\$47,728 1.6500	\$49,174 1.7000
Step 11	\$41,653 1.4400	\$44,546 1.5400	\$49,174 1.7000	\$50,621 1.7500
Step 12	\$42,810 1.4800	\$45,848 1.5850	\$50,621 1.7500	\$52,067 1.8000
Step 13	\$43,968 1.5200	\$47,149 1.6300	\$52,067 1.8000	\$53,513 1.8500
Step 14	\$45,125 1.5600	\$48,451 1.6750	\$53,513 1.8500	\$54,959 1.9000
Step 15	\$46,282 1.6000	\$49,753 1.7200	\$54,959 1.9000	\$56,406 1.9500
Step 16	\$47,439 1.6400	\$51,054 1.7650	\$56,406 1.9500	\$57,852 2.0000

2013-2014 SCHOOL YEAR

<u>Yrs. Exp.</u>	<u>BA</u>	<u>150 Hrs</u>	<u>MA</u>	<u>MA +15</u>
Step 0	\$29,215 1.0000	\$30,530 1.0450	\$33,597 1.1500	\$35,058 1.2000
Step 1	\$30,384 1.0400	\$31,844 1.0900	\$35,058 1.2000	\$36,519 1.2500
Step 2	\$31,552 1.0800	\$33,159 1.1350	\$36,519 1.2500	\$37,980 1.3000
Step 3	\$32,721 1.1200	\$34,474 1.1800	\$37,980 1.3000	\$39,440 1.3500
Step 4	\$33,889 1.1600	\$35,788 1.2250	\$39,440 1.3500	\$40,901 1.4000
Step 5	\$35,058 1.2000	\$37,103 1.2700	\$40,901 1.4000	\$42,362 1.4500
Step 6	\$36,227 1.2400	\$38,418 1.3150	\$42,362 1.4500	\$43,823 1.5000
Step 7	\$37,395 1.2800	\$39,732 1.3600	\$43,823 1.5000	\$45,283 1.5500
Step 8	\$38,564 1.3200	\$41,047 1.4050	\$45,283 1.5500	\$46,744 1.6000
Step 9	\$39,732 1.3600	\$42,362 1.4500	\$46,744 1.6000	\$48,205 1.6500
Step 10	\$40,901 1.4000	\$43,676 1.4950	\$48,205 1.6500	\$49,666 1.7000
Step 11	\$42,070 1.4400	\$44,991 1.5400	\$49,666 1.7000	\$51,126 1.7500
Step 12	\$43,238 1.4800	\$46,306 1.5850	\$51,126 1.7500	\$52,587 1.8000
Step 13	\$44,407 1.5200	\$47,620 1.6300	\$52,587 1.8000	\$54,048 1.8500
Step 14	\$45,575 1.5600	\$48,935 1.6750	\$54,048 1.8500	\$55,509 1.9000
Step 15	\$46,744 1.6000	\$50,250 1.7200	\$55,509 1.9000	\$56,969 1.9500
Step 16	\$47,913 1.6400	\$51,564 1.7650	\$56,969 1.9500	\$58,430 2.0000

6.08 STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board of Education of the Federal Hocking Local School District herewith agrees with the Federal Hocking Teachers' Association to pick-up utilizing the salary reduction

method contributions to the State Teachers Retirement System paid upon behalf of the employees in the bargaining unit under the following terms and conditions:

- A. The amount to "pick-up" on behalf of each employee shall be 10 percent (10%) or any statutory increases therein of the employees' gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount of "pick-up" by the Board for the purpose of State and Federal tax only.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The pick-up shall become effective and shall apply to all compensation including supplemental earning thereafter.
- D. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
- E. Payment for all paid leaves: sick leave, personal leave, severance, and supplementals including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in a teacher's contract).

6.09 SEVERANCE PAY

- A. The Board shall pay severance pay to each certificated employee who retires from employment in the Federal Hocking School District or to the estate of a deceased employee who dies while an employee.
- B. Such severance pay shall be computed from said employee's current per diem rate of pay and be based on all accumulated unused sick leave of that employee at the time of retirement or death.
- C. Bargaining unit members will receive severance pay equal to \$50 per day of unused accumulated sick leave to a maximum of 350 days OR 25% of the unused accumulated sick leave to a maximum of 240 days (60 days maximum) multiplied by the daily rate of the teacher. The retiree shall make the choice of severance formula.
- D. The retiring teacher must submit in writing his/her letter of resignation for the purpose of retirement on or before March 1 of the year of retirement.
- E. The severance payment will be paid in two (2) halves. One half will be paid on July 31 in the year of retirement, and the 2nd half will be paid in December of the same year.
- F. With respect to retirement, payment under this section to be made upon evidence of a completed application for retirement benefits from the State Teachers Retirement

System. Such payments shall not, however, be made at the time of any employee's resignation from the Board of Education prior to retirement.

6.10 TUITION REIMBURSEMENT

- A. The Board will budget \$25,000 for each fiscal year to be used by professional staff members for professional growth. The unencumbered portion of each year shall not be cumulative.
- B. Regulations and Procedures for Professional Growth
 1. Eligibility All members of the bargaining unit will be eligible for participation in the professional growth program. Recipients will be chosen from those who have received at least a Bachelor's degree and provisional certificate, be currently under full-time contract, with two (2) full years (four [4] semesters) of consecutive professional service in the Federal Hocking Schools. Those two (2) years must immediately precede the application for professional growth stipends. Professional staff members holding a provisional certificate without holding a Bachelor's Degree who were grandfathered as a result of State Department certification requirement changes, will also be eligible, or otherwise as required.
 2. Applications Applications for tuition reimbursement must be received by the Local Professional Development Committee following the beginning date of the term. Applications will be considered for approval during the May LPDC meeting and all funds will be dispersed on a pro-rated basis according to credits completed during the current school year. Money will be dispersed contingent upon receipt of grade reports by the Treasurer's Office no later than June 20. The LPDC must notify the Treasurer's Office of proposed allocation no later than May 31.
 3. Courses and Stipends Credits must be earned at an institution approved by the State of Ohio Department of Education, Division of Teacher Education and Certification.
 4. Course work taken must be graduate level work and be in the applicant's major or minor field. Exceptions may be granted by the Superintendent.
 5. Tuition reimbursement shall not exceed actual cost to the professional staff member.

6.11 TRANSPORTATION REIMBURSEMENT FOR TRAVELING TEACHERS

Teachers, who have regular assignments in more than one building or by nature of their assignment, require travel during their regular day, shall be reimbursed at the IRS rate. Mileage will be paid based on a pre-published mileage chart and will be calculated daily from the first school to the final school. Teachers will submit travel vouchers monthly no

later than the 7th day of each successive month. Payment for mileage will be made two weeks after the voucher is submitted.

INTRA-DISTRICT MILEAGE CHART

Amesville	-	High School/Middle School	12 Miles
Amesville	-	Coolville	22 Miles
Coolville	-	High School/Middle School	10 Miles

ARTICLE 7
WORK DAY / WORK YEAR

7.01 TEACHING ASSIGNMENT DURING PLANNING/CONFERENCE PERIOD

A teacher may volunteer to waive his/her planning/conference period to assume the responsibilities of teaching a class due to the lack of a substitute or regular teacher to instruct them. The teachers will be paid at the rate of forty-five cents (\$0.45) per minute, per conference/planning period. Time sheets shall be turned in at the end of each pay period. In the event that a volunteer cannot be found, the building administrator may assign teachers on a rotating basis.

7.02 SCHOOL DAY

- A. 1. All teachers may be assigned appropriate starting and dismissal times, provided that their total work day will be no longer than seven (7) consecutive hours, including the duty-free lunch period guaranteed to them under Section B of this Article, and no teacher will be required to report for duty earlier than 7:30 a.m. nor remain on duty later than 4:15 p.m. unless an emergency exists. The length of the assigned work day will be substantially equivalent for all teachers.
2. In regard to delayed opening and/or early dismissal days, work day of teachers will begin fifteen (15) minutes before the scheduled students starting time on said day, and will end fifteen (15) minutes after the scheduled students' dismissal time on said day.
- B. 1. All teachers will have at least thirty (30) minutes of consecutive duty-free lunch period.
2. Teachers will receive a 30 minute duty free lunch scheduled at the beginning or end of parent teacher conferences, whether those conferences are scheduled over seven consecutive hours or split over two different dates. Those 30 minutes are deducted from the seven hours; therefore teachers will not be scheduled for more than six and one-half hours of parent teacher conferences for every compensation day. Site based committees may make the decision to schedule the duty free time difference.
- C. 1. Each secondary teacher shall have five (5) preparation periods per week during pupil contact time.

2. Each elementary teacher shall have a preparation time each day during pupil contact time except in emergency situations, however, no teacher will have less than two hundred forty (240) minutes of preparation time per week. The administration will make such preparation time in 40 consecutive minute intervals.
 3. Should the Board find it necessary to implement a reduction in force pursuant to Section 8.05 of the collective bargaining agreement which affects the ability of special teachers to cover classes, then the Administration may, as part of the reduction in force, reduce the planning time from two hundred forty minutes (240) per week to two hundred (200) minutes per week.
- D. In the event of a late evening bus, the administration will assume full responsibility for all students riding that bus, permitting the teacher to leave at the end of their day. When in the judgment of the building principal, an emergency exists, a teacher may be assigned on a rotating basis at the daily rate of \$15.00.

7.03 SCHOOL CALENDAR

- A. A committee consisting of three (3) teachers selected by the Association President shall submit to the Superintendent by March 1st of each year, proposal(s) of a school calendar for the next school year.
- B. The Superintendent shall submit these calendar(s) to all certified employees of the district no later than March 15th of each year. The calendar receiving the highest number of votes by the certified employees shall be recommended to the Board for their consideration.
- C. In no event will spring vacation or Christmas vacation be shortened or eliminated, unless mutually agreed upon by both parties.

7.04 WORK YEAR

- A. Teachers shall be employed for a total of 182 days, two (2) of which shall be parent conference days.
- B. Unless specifically addressed in this contract, teachers' required to supervise students beyond their regular workday or calendar year shall be compensated at their regular per-diem salary for all time spent in such supervision.

7.05 BUILDING STAFF MEETINGS

- A. All teachers assigned to a school center will be required to attend one (1) staff meeting per month by the Principal of that school. Twenty (20) minutes will be scheduled monthly for this purpose. In addition, the principal may schedule such other staff meetings as he/she feels are required. Attendance shall be encouraged but voluntary subject to notification of the principal, unless they are called because of an emergency situation at the school. If the teacher does not attend the meeting, he/she will be responsible for obtaining materials and information for all items covered at

said meeting. Announcements concerning Association activities may be made by Association representatives at the conclusion of staff meetings.

- B. In up to three (3) of the required monthly meetings, the issue of student discipline will be placed on the agenda, if requested in writing by a member of the teaching staff.

ARTICLE 8

EMPLOYMENT STATUS

8.01 NEW TEACHER ORIENTATION

- A. A new teacher will receive an orientation to the school district. This orientation will be a week day prior to the opening of school and shall be in addition to the regular year and shall be without compensation. Attendance at this meeting will be required of all teachers new to the district. This orientation meeting will be directed by the Administration of the school district with the cooperation of the Executive Committee of the Association.
- B. In the event a new teacher orientation is not held, all new teacher(s) names and home mailing addresses will be furnished to the Association President. The list will be furnished to the Association President on or before August 10th of each year. The list will include all new hires from April 1st through August 10th.
- C. New teachers with no previous teaching experience shall participate in the district's adopted Entry Year Program as required by State Standards. The program may require up to nine (9) hours participation on non-school time without compensation.

8.02 CONTRACTS

- A. The Board shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies.
- B. In consideration of teaching duties, the Board agrees to pay said teacher a base annual salary as prescribed by the appropriate salary schedule of the Federal Hocking Local School District, whether existing or hereafter adopted by the Board.
- C. The teachers agree to abide by the policies, rules and regulations of the Board now in effect, and as may be amended or adopted during the terms of this Contract. The teacher further agrees to abide by all applicable provisions of the Ohio Revised Code now in effect, and such provisions as may be amended or enacted during the term of this agreement. The teacher shall faithfully discharge all assigned duties.
- D. Each teacher, before signing a contract shall have been notified, as required by Section 3307.58 of the Revised Code, as to his/her duties and obligations pertaining to the State Teacher's Retirement System as a condition of his/her employment.

- E. Upon the offer of a contract, the Board represents that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties shall be made available to the teacher. Four (4) copies of all Board policies, rules, and regulations, and any changes, within ten (10) days of adoption, shall be provided to the Association President. Board minutes shall be provided to the Association President and also filed in the Central Office.
- F. Teachers who have obtained continuing contract in another Ohio school district shall be granted contracts in accordance with the provision of Ohio Revised Code Section 3319.11.
- G. Teachers who have not obtained continuing contract in another Ohio school district shall be granted a one (1) year contract upon initial employment. After expiration of this Contract, such teacher, if re-employed, shall be granted a two (2) year contract, unless the teacher has received a recommend with reservation on their evaluation with areas of deficiencies listed and suggested methods of improvement. A teacher who receives areas of deficiency and suggested methods of improvement can receive a one (1) year probationary contract, but on subsequent re-employment only a two (2) year contract may be entered into. If at the expiration of the two (2) year contract as above provided, said teacher is not eligible for continuing contract, such teacher, if re-employed, shall be granted a three (3) year contract, except as noted in the last paragraph to this section.
- H. If at the expiration of the three (3) year contract as above provided, said teacher is not eligible for continuing contract, such teacher if re-employed, shall be granted a five (5) year contract, except as noted in the last paragraph of this Section.
- I. After each multi-year limited contract, the Superintendent may give written notice of his/her/their intention to recommend a one (1) year probationary contract with reasons directed at the improvement of the teacher's performance, compliance with the Board policies, rules and regulations, and/or his/her effectiveness as a teacher on or before the 30th day of April, and provided that written notice from the Board on its action on the Superintendent's recommendation or Board's action has been given to the teacher on or before the 30th day of April. Failure to comply with this procedure will qualify the affected employee(s) for the next appropriate contract for which he/she is eligible. (1-2-3-5-5)
- J. If a teacher currently employed under a limited contract has taught a total of five or more years, with three years in the District and meeting the requirements of ORC 3319.08, he/she may request a continuing contract.
 - 1. Any teacher working under an existing limited contract who is not recommended for a continuing contract will be given specific written reasons from the Superintendent directed at the professional improvement of the bargaining unit member.

2. The member will continue to work under the existing limited contract and may apply for reconsideration every two (2) years until the end of the limited contract.
- K. Two weeks prior to the Board meeting at which the Superintendent will make recommendations for contract renewals to the Board, the Superintendent will inform the Association president of his proposed contract recommendations.

8.03 TERMINATION

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

8.04 NON-RENEWAL OF A CONTRACT

- A. Reasons for non-renewal of a teacher's regular limited contract shall be for just cause. Reason(s) shall be clearly stated and given to the teacher five (5) calendar days following Board action to non-renew. All bargaining unit members effective the date of this contract shall be afforded just cause in accordance with this Article except the following: all newly hired employees for the 1997-98 school year and subsequent school years will serve a one (1) year probationary period. The teacher may serve an additional one (1) year probationary period, pursuant to Article 14, and, if non-renewed shall be provided reasons in writing for such action within fourteen (14) calendar days of Board action; however, such reasons and procedure to non-renew shall not be appealable in any forum, except that the April 30th notice requirement of non-renewal and the previously mentioned fourteen (14) day requirement may be appealed through the grievance procedure.
- B. A teacher shall be granted upon written request to the Superintendent within ten (10) calendar days following receipt of the reasons(s), (pursuant to Section A above) a hearing with the Board, which shall be in executive session. At this time, the administrator and/or Board shall show just cause why the teacher's contract was non-renewed. A decision in writing shall be rendered by the Board within five (5) calendar days following close of the hearing and a copy of the decision shall be sent to the teacher and Superintendent.
- C. Nothing in this policy shall be construed to deny the teacher the right to counsel at any level or the legal rights to obtaining due process.
- D. A teacher(s) may request arbitration within ten (10) calendar days following completion of B, if he/she opts for such a meeting. If no request is made, the ten (10) days shall be from receipt of the reasons specified in Paragraph A.

8.05 REDUCTIONS IN FORCE

A Reduction in Force shall be defined as the reduction of, or the elimination of a position in the bargaining unit. Prior to a reduction in staff, as indicated in the following Sections 1 through 7, attrition shall be employed as the initial means of reducing staff.

- A. Teachers will be laid off by suspension of contract when by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, (a substantial reduction in the funds available to the Board, provided such reduction cannot be avoided by the Board's exercising of its financial authority or it would not substantially reduce the educational program), or by suspension of schools or territorial changes affecting the district, a Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. Reductions can only be made by suspending a teacher's contract or through attrition.
- B. If the Board is contemplating the layoff of a teacher, it will so notify the Association at least sixty (60) days before the proposed effective day of layoff, except in cases of emergency. Such notice will be in writing and will include specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) days after receiving the aforesaid notice, the Board will, if requested to do so, enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs and will in connection therewith make available to the Association, at Board expense, all relevant data. Any teacher who is to be laid off will be so notified, in writing, at least thirty (30) days before the effective date of the layoff, except in cases of emergency. Such notice will include the proposed time schedule and the reasons for the proposed action.
- C. Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended shall be chosen as follows and in accordance with R.C. 3319.17. Bargaining unit members on continuing contracts shall be granted preference over bargaining unit members on limited contracts within each area affected by the reduction in force.
1. Reductions shall be by inverse seniority from within the teaching field affected using district seniority i.e. the least senior teacher is the first to be laid off in accordance with contract status within areas of certification/license requirements. A bargaining unit member may elect to displace a less senior bargaining unit member in another area of certification/license.
 - a) The affected bargaining unit member assigned to the specific building and position being eliminated by the Board, may, if applicable, first elect to displace the least senior teacher within the affected bargaining unit member's assigned building who holds the same certification/licensure. (For the purpose of this section "same certification/licensure" shall be defined as K-8 and 1-8, or pre K-3, or 4-9, or any other specific certification/licensure and building shall be defined as H.S., M.S., or individual elementary buildings.)
 - b) If the bargaining unit member displaced as a result of (a), above, is not the least senior bargaining unit member in that teaching field, based on district seniority, that bargaining unit member may only displace the least senior bargaining unit member in that teaching field.

- c) The least senior bargaining unit member in the affected teaching field district wide may elect to displace the least senior bargaining unit member in another area of certification/license.
2. No transfer, reassignment, or reclassification shall be made during a period of RIF which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.
- D. For the purposes of this Article, seniority will be computed from a teacher's most recent date of hire as determined by the Board Minutes. Seniority will continue to accrue during all paid leaves of absence and for a period of eighteen (18) months from the last date of work. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, but such time will not be counted in computing seniority. When seniority is equal, placement on the seniority list shall be determined by the date of the teacher's application. Preference will be given to continuing contract teachers in calculating seniority.
- E. On September 30th of each school year, the Superintendent will provide the Association, upon request, a list showing the seniority, date of hire, license(s), and type of contract (limited or continuing) of each teacher employed by the Board and will, thereafter, promptly notify the Association of any changes in said list. The Superintendent will at all times have posted in his/her office a current seniority list which will be available for inspection during regular working hours by any teacher and/or the Association.
- F. If there is a vacancy in a negotiating unit position, laid-off teachers who are certified to perform the work in question will be offered recall in seniority order. If there is more than one vacancy requiring the same teaching license, the most senior laid off teacher will have the first choice of the vacancies, and so on, except as limited by Section 8.05C(2), above. Teachers who are offered less than full-time positions will remain on the recall list whether they accept or reject such a position, for a period of twenty-seven (27) months.
1. If a laid-off teacher has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with the provisions of Subsection A above.
 2. Notice of recall will be given by telegram or registered mail to the last address given to the Board by a teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
 3. A teacher who is laid off will remain on the recall list for twenty-seven (27) months after the effective date of his/her layoff unless he/she:
 - a. Waives his/her recall rights in writing;
 - b. Resigns;

- c. Fails to accept recall to the position he/she held immediately prior to layoff or to a substantially equivalent position; or
 - d. Fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed fifteen (15) days additional time before being required to report to work.
4. While on layoff, a teacher will have the option to remain an active participant in eligible fringe benefit programs, as determined by the carrier(s), by contributing thereto the full amount necessary to maintain such fringe benefits, provided such coverage does not extend beyond the twenty-seven (27) month period.
- G. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility will be restored to him/her upon return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credits for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring continuing contract.
- H. No vacancy in a negotiating unit position will be filled by the Board until the procedures set forth in this Article have been complied with.
- I. In the event that a position is eliminated and the teacher displaced is assigned to a newly created position for which they are licensed, no board action is necessary but the Association will be notified in writing 30 days before their meeting as pursuant in article 13.05 A.

8.06 ENTRY YEAR PROGRAM

- A. The Entry Year Program is intended to provide a formal program of positive support, foster professional growth, and prepare all entry year teachers for the performance-based assessment (currently Praxis III). An entry year teacher is defined as any bargaining unit member who is new to the profession and is employed under a 2-year provisional teaching license. The Entry year program and assessment examination does not replace the negotiated employment evaluation.
- B. 1. Bargaining unit members serving as Mentors will be released from their duties to observe the new teacher they are mentoring for half-day periods, a minimum of three times during the first semester. An additional observation may occur the second semester if needed. The first half-day observation will take place in September, for the express purpose of familiarizing the Mentor with the Entry Year teacher's style of teaching. Substitutes will be provided during these released times; mentors will request release time in advance. The mentor may observe at other times as can be arranged. The Mentor shall contact the new teacher at least once each week for discussion and consultation.

2. Bargaining unit members serving as mentors shall attend the required monthly meetings for the entry year program. If the mentor is unable to attend one of the scheduled meetings, he/she will notify the entry year coordinator prior to that meeting.
- C. The mentors shall communicate directly with the Entry Year teacher and shall hold all information in confidence. All interaction, written or verbal, between the mentor teacher and entry year teacher shall be confidential information. No Mentor teacher shall participate in any formal or informal contractual evaluation of an Entry Year Teacher.
- D. Mentors must complete all duties to receive the supplemental stipend.

ARTICLE 9

WORKING CONDITIONS

9.01 PROFESSIONAL INTERN / STUDENT TEACHER SUPERVISION

The Federal Hocking Board of Education agrees to cooperate with teacher training institutions in providing a supervised clinical experience for prospective teachers within the following guidelines:

- A. Cooperating teachers shall be classroom teachers employed in the Federal Hocking Local School District.
- B. Cooperating teachers shall have a minimum of three (3) years teaching experience in the Federal Hocking Local School District with at least a bachelor's degree and provisional certification from the State Department of Education in the field which they are teaching and in the field that the prospective teacher is to receive experience.
- C. Exceptions can be made by the Administration of the Federal Hocking School District for new teachers to the District who have been previous cooperating teachers or who have accumulated additional years of teaching experience outside the Federal Hocking School District.
- D. A cooperating teacher shall be assigned no more than one (1) professional intern/student teacher at any given period during the school year, and no more than two (2) professional interns/student teachers in one (1) school year, unless the cooperating teacher agrees to assume more responsibility.
- E. The cooperating teacher shall be responsible for classroom performance and behavior of the professional intern/student teacher in cooperation with the teacher training institution and the building principal.
- F. Periodic progress evaluation of professional interns/student teachers by the cooperating teacher, with the building principal and the teacher training institution will be conducted.

- G. Compensation for the professional interns/student teacher shall be paid to the cooperating teacher by the teacher training institution.
- H. Cooperating teachers shall not be assigned additional duties outside their regular scheduled duties (e.g. scheduled duties as assigned bus, hall, cafeteria, etc.) unless said teacher agrees to the assignment.
- I. All professional interns/student teachers, observers and/or field experience students must be approved by the appropriate center's principal prior to the institution's assignment.

9.02 ACADEMIC FREEDOM

The teachers, administrators, and Board of Education seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and responsibility to society, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality in an environment free from censorship and artificial restraints as protected by the Constitution.

9.03 PROFESSIONAL PERSONNEL RECORDS

There shall be only one (1) personnel file kept and it shall be in the Superintendent's Office. A teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service, character, or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed, and it shall be returned to the principal with ten (10) school days. His/Her signature shall not indicate agreement with the content of the materials, but indicates only that the material has been inspected by the teacher. In accordance with Section 1347.09 of the Ohio Revised Code, upon request of the teacher and the concurrence of the Public Records Committee, a written reprimand or derogatory material will be expunged from the personnel file twenty-four (24) months from the date of occurrence as indicated on the material or reprimand so placed. The aforementioned reprimand or material shall be placed in the employee's personnel file not later than two (2) weeks after the occurrence. He/She shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy. Access to the teacher's file will be restricted to the teacher, administrators employed by the district, the Superintendent's secretary, and person(s) authorized in writing by the teacher. Access to other person(s) not authorized by the teacher shall be minimally twenty-four (24) hours after teacher receives notification from the Superintendent.

- A. The Public Records Committee shall consist of the Superintendent, Treasurer, Board President, Association President and his two designees, when it is a teacher's record.
- B. A teacher shall be informed of any complaint which is directed toward him/her which will become a matter of written record. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.

- C. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such review.
- D. Material other than routine evaluations as covered in Article 4 will be removed from his/her file when a teacher claims that it is inaccurate or unfair as sustained by the grievance procedure. A teacher shall be entitled to a copy, at his/her expense, of any material in his/her file.
- E. When materials other than certificates, credentials, evaluations, salary notices, contracts, or materials of a similar nature are to be placed in a teacher's personnel record file, the affected teacher and a representative of the FHTA shall sign a statement attesting their awareness of the forwarding of such material to be placed in his/her personnel record file. Such notice shall include the date, nature of the material, and signatures of all parties.

9.04 SUBSTITUTE TEACHERS

- A. The Board shall employ substitutes as they are certified by the County Superintendent.
- B. The substitute teacher shall be given a schedule of the daily school routine, a list of duties of the teacher being replaced, and a copy of the teacher's lesson plans by the building principal or his/her designated representative.
- C. Building principals shall attempt to obtain teachers certified in areas to be covered. Substitute teachers shall be called in academic as well as special areas such as music, art, physical education, DH, etc.

9.05 COMPLAINT PROCEDURE

- A. Communication between the community, parents, students, and the schools should be such that the most complaints can be resolved in a professional, friendly atmosphere.
- B. Various means will be used to resolve general complaints before they become formal complaints. Conferences between the parties involved will resolve most complaints.
- C. An informal conference between the teacher, pupil, parent(s), will be pursued before using the formal procedure as outlined below. The Principal or other appropriate staff may attend such conferences, at the request of the teacher.

Step One - If a formal conference is scheduled relating to a complaint against a teacher, the complainant shall file with the teacher's immediate supervisor a written signed statement specifying the nature of the complaint three (3) days prior to the conference. A copy of the complaint will be furnished to the affected teacher within three (3) school days.

Step Two - If conferences do not resolve the complaint, the complainant shall file with the Superintendent a request, to meet with the Superintendent and teacher (s) regarding

the complaint. The Superintendent shall arrange a meeting on the complaint, including the affected teacher, as stated in the previous level within ten (10) calendar days of receipt of the request, unless mutually extended in writing. The Superintendent shall issue a written decision within five (5) calendar days following the meeting to the complainant and the teacher (s) involved.

Step Three - If the complainant is not satisfied with the written decision of the Superintendent, the complainant may make written appeal to the Board within ten (10) calendar days of the receipt of the Superintendent's decision. The Board shall hold a hearing, including the affected teacher, on the complaint as stated in the Superintendent's level. The Board shall issue a written decision within ten (10) calendar days of the hearing to the complainant and the teacher(s) involved with reasons.

- D. Formal conferences required by the procedure shall be scheduled by the administration.
- E. The teacher(s)/complainant involved may be accompanied by counsel or a representative of his/her choosing at any level.
- F. Any complaint(s) that is/are called to the administration's attention shall be reported to the teacher(s) involved.
- G. The administration may opt to investigate complaints regarding a teacher(s) through interviewing students. However, the teacher(s) in question shall be notified in writing of such investigation prior to the commencement of such investigation. Investigation by the administration may be conducted on either school ground or time, however, investigation(s) conducted by other than law enforcement officers or officials serving under a court(s) jurisdiction will not be conducted on school grounds or school time, unless specifically stated in a court order or legal ruling.
- H. Investigations for this purpose shall be in regards to complaints which may lead to reprimand or non-renewal/termination.

9.06 TEACHING ENVIRONMENT

A. Building Maintenance

1. All members of the instructional staff shall turn in a checklist to their building principal by April 1st indicating items that should be purchased, replaced, repaired, or in anyway need attention.
2. This checklist will provide ample time for the building principals, Superintendent, and Board to make the necessary improvements before the following school year commences.
3. Each teacher will retain a copy for his/her files.

B. Teachers' Lounge

There will be provided in each educational center and/or building a room designated as the teacher's lounge.

C. Building Provisions

The Board recognizes the need for storage, work area, and faculty restroom facilities and would make every attempt to provide these.

9.07 STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board of Education shall adopt and distribute to students, teachers, and parents a disciplinary guide developed by the Administration with input from the Association. It shall include a procedure for the suspension and expulsion of students.
- B. A teacher may exclude a pupil from one (1) class period when in such teacher's judgment such discipline is warranted, provided the teacher verified that the pupil is under the supervision of the office or another teacher appointed by the principal, at the time of exclusion. Written reason(s) must accompany the excluded pupil. Exclusion of students for a period exceeding one (1) class period shall be made only with the approval of the principal. Repeated pupil exclusions by a teacher may be subject to conference between the teacher and principal.
- C. Any case of assault upon a teacher shall be reported promptly to the building principal. The principal and the Superintendent shall assist and support the teacher in notifying the appropriate law enforcement agency of such assault and cooperate with an investigating officer and in any hearing or other legal proceeding arising out of such assault.
- D. In the event that a particular student's behavior consistently has a negative impact on the learning environment, a teacher may request a meeting with the principal, and any affected teachers to develop a behavior plan that will be followed by all involved.

9.08 PROTECTION OF TEACHER, STUDENTS, AND PROPERTY

- A. Physical force may be used by a teacher to protect himself/herself or another teacher and/or student from possible injury, or, in an extraordinary case of breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances and in compliance with the law. Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment, to their principal or immediate supervisor, in writing, giving in detail the circumstances thereof.
- B. This report will be forwarded to the Superintendent. The Superintendent will transmit such report to the Board forthwith. The Board and the Superintendent will comply with any request from such teacher for information in their possession relating to the incident or the persons involved and will otherwise cooperate with the

teacher in the event of civil or criminal proceeding. The Board and the Superintendent will give information in accordance with Ohio Revised Code 3347.

9.09 INDIVIDUAL RIGHTS

- A. Members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed, sex, or place of origin.
- B. Members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.
- C. Members of the instructional staff have the right to exercise their constitutional rights of political involvement except on school time, or at school functions, without fear or reprisal or discipline in any form.
- D. The private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment, except as it affects his/her performance as a teacher.
- E. Complaints of parents of students directed toward members of the instructional staff shall be according to Article 16 of this agreement.
- F. Members of the instructional staff shall abide by Board-adopted policies to the extent that his/her personal safety or well-being will not be threatened.
- G. Members of the instructional staff may wear insignia, pins, or other identification of membership in the Association or other organizations, civic or professional on school premises.
- H. Teachers do have the right to determine their own styles of dress and personal appearance, except as it affects his/her performance as a teacher. However, the administration does reserve the right to make reasonable written suggestions that the teacher change his/her style of dress or personal appearance.

9.10 NON-TEACHING DUTIES

The Board and the F.H.T.A. acknowledges that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

Teachers will not be required to the extent possible as determined by the Board of Education to perform the following duties:

- A. nonprofessional assignments, including but not limited to, milk distribution and supervision of playgrounds, cafeterias, corridors, sidewalks, buses and study halls;
- B. collecting money from students; and storing books, delivering books to classroom, and other clerical and/or custodial functions.

9.11 CLASS SIZE

- A. The Board agrees to comply with the Ohio Revised Code 3317.03 and related sections and State Minimum Standards, as established by the State Board of Education.
- B. Transfer of students between teachers before the completion of a semester or grade level will include a conference between parent (if available), principal, and the involved teachers to determine the best course of action.
- C. New enrollments in Preschool through Grade 6 will include a conference between principal, and the teachers at that grade level to determine the best placement of that student.

9.12 LESSON PLANS

Lesson plans will be considered complete and appropriate when reference is made to the adopted course of study. They shall indicate the subject matter to be covered and supplementary materials to be utilized during the week. The format and specific details of the plans shall be left to the professional staff member as long as his/her plans comply with State Minimum Standards.

9.13 SCHOOL KEYS

- A. Each teacher in the Federal Hocking School District, upon request, shall be provided with a key to the building(s) and classroom(s) in which he/she teaches for weekend use or during times when the custodians are not on duty. The building administrator shall issue a building and room key to the teacher upon his/her request. Said key shall be returned to the building administrator the next morning or the following Monday morning.
- B. Individuals involved in extra-curricular activities will be provided with keys to the part of the facility or facilities necessary to carry out his/her extra-curricular duties.
- C. In the event that a key is lost or stolen, the building administrator shall be notified immediately.
- D. Any teacher who loses or has a key stolen shall be assessed a \$10.00 fee.
- E. Any teacher who is found to be negligent in the use of school keys will be denied access to the school keys for a period of thirty (30) days. Subsequent violations will result in a denial of the use of the school keys for the remainder of that school year.
- F. All keys shall be returned to the Building Administrator prior to summer break, unless summer extra duties require the member to have need of the key.

9.14 REPRIMAND

- A. The Board and the Association agree that each professional staff member shall have the opportunity to be accompanied and/or represented by representatives of his/her choice at any meeting in which disciplinary action against the employee is contemplated.
 - 1. For the purpose of this Section, disciplinary action shall be deemed to mean oral or written censure of a bargaining unit member.
 - 2. The meeting may be with the principal, supervisor or Superintendent.
- B. The Board further agrees that no employee will be reprimanded verbally in the presence of any other employee, student, or parent unless failure to reprimand the employee would jeopardize the health and/or safety of the teacher or others.
- C. If any employee requests representation, and is unable to secure representation for a reprimand meeting scheduled for the same day, such meetings will not take place until the employee is given sufficient time to secure representation provided that such meeting shall not be delayed longer than the third school day following the originally scheduled meeting.

9.15 VISITATIONS

The procedure for parental visits shall be as follows:

- A. Parents shall be permitted to observe in a classroom where prior approval has been received from the principal and the teacher has received notice on the previous day. Where the teacher has not received such notice, the teacher shall have the option of disapproving the observation. If a teacher disapproves of the observation, a meeting shall be held between the teacher, the building principal, and the Superintendent. At this meeting, the teacher shall give his/her reasons for refusing the visitation.
- B. If or when a parent to whom the teacher objects, observes in a classroom, an Association representative of the teacher's choosing may be asked to attend if it is during the Association representative's conference period. The teacher expressing disapproval of the parent's visitation shall submit his/her objections, in writing, to the Superintendent within three (3) days of the visitation.

ARTICLE 10 **EVALUATION PROCEDURE**

10.01 EVALUATION PURPOSE

Evaluation shall be for the purpose of improving and assessing teacher performance as an essential part in the operation of the district's education program.

10.02 METHOD OF EVALUATION

- A. The evaluation system and forms shall be uniform throughout the district and involve the following conditions:
- B. Informal observations may be conducted anytime during the school year but no formal evaluation may take place prior to the sixth (6th) full day of school after the opening of school in the fall nor after the dates established in Section 3(C)(3) of this Article.

10.03 EVALUATION SYSTEM

The evaluating system will be comprised of the following methods:

- A. Self-evaluation -- each staff member may at his/her option, complete and file in his/her personnel file in the central office a self-evaluation form once each school year but prior to March 31st.
- B. Informal Observation with Conference and Written Statement to Follow -- The evaluator can observe the staff member during the school day and make note of specific areas as determined by evaluator.
 - 1. When such specific areas are observed, the evaluator may file a brief statement indicating such specific area(s) observed and request an informal conference within three (3) school days unless mutually extended by both parties. Failure of the evaluatee to appear at the conference shall indicate the evaluatee's waiver of the conference and shall be so noted on the written statement of the specific area(s) informally observed.
 - 2. Such informal observations may cover all aspects of a staff member's professional service, including the working relationship with other employees. The written statement shall include the date of the observation and summation of the observation. Failure of the evaluator to follow the above procedures will deem the informal observation invalid and may not be used in the formal written evaluation.
- C. Formal Classroom Observation with Formal Written Evaluation and Conference
 - 1. The formal observation must be at least thirty (30) consecutive minutes in length, but should not exceed sixty (60) consecutive minutes.
 - 2. The formal conference must follow the formal classroom observation with the written formal evaluation (Part 1, above) within seven (7) school days, unless mutually extended by both parties.
- D. All staff members will be formally observed and formally evaluated as follows:

1. Those on Continuing Contracts -- once at least every five (5) years or as needed.
 2. Those on Limited Contracts, not expiring, at least once during the term of their contract, more if needed.
 3. 1) and 2) above must be prior to April 30th.
 4. Those on limited contracts that are expiring, at least twice during the school year, more as needed. One must be prior to Christmas break and the second one must be prior to March 31st but not within thirty (30) days of any previous formal observation/evaluation.
 5. Whenever the Administrator is unable to meet the timelines in the evaluation process due to the teacher's absence from school for fifteen (15) work days or more, the Board of Education will be relieved of the responsibility of meeting that timeline. The administration shall attempt to complete the evaluation during the school year, but failure to meet the contractual timelines shall not be considered a reason to challenge a non-renewal.
- E. Area(s) marked deficient shall be substantiated by the informal observation or formal classroom observation and evaluator shall give written methods as to how the area(s) so marked can be improved and the evaluator may demonstrate a proper technique or procedure if he/she so desires.
- F. An administrator shall not observe a teacher, for purposes of evaluation, either formally or informally as defined in sub-sections B. and C., above, more often than once during any given week unless the administrator has observed specific areas of concern and has scheduled a conference with the bargaining unit member to discuss those specific observations.

10.04 AGREEMENTS

- A. Both parties may have representatives present during conferences. Both parties may have representatives present during the evaluation observation when the most recent observation has been challenged, in writing, by the teacher so affected.
- B. All forms shall call for the signature of the evaluator and the evaluatee. The evaluatee's signature indicates only that he/she has read the form and does not necessarily indicate agreement with its contents.
- C. Forms used in the evaluation system have been agreed upon by both parties.
- D. The evaluation system is for the improvement of education and the professional teacher but failure to correct deficiencies after following said evaluation system may result in the non-renewal or termination of the affected teacher.
- E. All forms to be signed by the evaluatee must be returned within five (5) school days or the duplicate copy shall be filed in his/her personnel file uncontested.

- F. The Board's evaluator or observer must be employed in the District as an administrator or supervisor and hold a valid administrative or supervisory certificate.
- G. Teachers marked deficient in any area in a formal evaluation shall have the option to work with a teacher(s) of their choice over a period of nine (9) weeks to improve the deficiency. Said teacher shall indicate in writing within five (5) school days of the formal evaluation/conference of his/her decision to use this option and indicate starting and ending dates. At the end of that period, the teacher shall be granted upon request an additional formal evaluation, provided the time requirements under this article are waived in regards to this additional formal evaluation as it might interfere with the thirty (30) days limitation under Section 3, Parts A, B, and C.
- H. Teacher(s) involuntarily transferred three (3) weeks or less before school starts to a different grade level or subject shall not be evaluated until the twenty-first (21st) school day.
- I. Traveling teachers will be evaluated cooperatively by principals in the centers where the traveling teacher provides instruction.
- J. Guidance Counselor, Librarian, or similar pupil personnel specialists will be evaluated on a separate evaluation form.
- K. Failure to meet procedural guidelines will provide the unit member with a one (1) year limited contract.
- L. This Article represents the mutually agreed upon evaluation procedure between the Association and the Board. The provisions of this Article shall supersede any conflicting provision of 3319.111 of the Ohio Revised Code.

ARTICLE 11
COMMITTEES AND/OR VOLUNTARY ACTIVITIES

11.01 **CURRICULUM DEVELOPMENT COMMITTEE**

- A. The Board and the Association agree that teachers shall participate in reviewing, revising, updating, and amending district-wide curriculum and in making recommendations to the Board of Education through the Superintendent.
- B. Curriculum Development Committee members shall be appointed by the Site-Based Committee members, soliciting interested staff and/or administrative personnel at each building.
- C. Unless determined necessary by the Site-Based Committee, each Curriculum Development Committee will meet for no longer than one semester and no less than four times during that time period.

- D. Members of the teaching staff serving on this committee will be released from their normal school duties to attend meetings if held during the school year and during school hours, and provided the teaching staff on the committee submit the required professional leave forms to the building administrators at least five (5) days prior to the meeting. Members of the teaching staff serving on this committee will receive \$25.00 per hour for each meeting held outside the normal school day.
- E. Curriculum changes shall not be made without conferring with this committee. Curriculum changes include: additions of courses, deletion of courses, and/or modification of courses, and adoption of textbooks and other school or district-wide materials.

11.02 ASSOCIATION PARTICIPATION IN SELECTION OF CERTIFIED PERSONNEL

- A. Committees shall be established, as necessary, to interview prospective building principals and certificated central office personnel, teachers, and other certificated personnel. Each committee shall consist of three (3) or more members of the professional staff which will be appointed by the President of the Association. The president will appoint professional staff members from the building for building level selections and will appoint representative professional staff members from the district for district level selections.

This policy also provides for teacher representation from the building(s) affected by administrator selection. The Association President shall receive, in writing, a complete list of final applicants under consideration when the President is notified of the screening meeting. This committee shall interview prospective candidates after preliminary screening by the Board and make its recommendation to the Board. All matters relating to the interviewing by the committees shall be kept confidential for two (2) working days following the conclusion of all interviews for the position under consideration. Final selection shall be made by the Board.

- B. The Association President will be notified of the screening meeting(s) at least three (3) days in advance. If such notification is not received then the meeting will be canceled and rescheduled to conform with the three (3) day notice.

11.03 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. In accordance with SB 230, the parties agree to establish a committee called the Local Professional Development Committee.
 - 1. This committee shall consist of seven (7) members. The FHTA President shall appoint four (4) members, the district principals shall appoint one (1) member, and the Superintendent shall appoint two (2) members. When an administrator's (including the Treasurer) IPDP is being reviewed, one of the bargaining unit members will step aside and will be replaced by another administrator to be selected by the Superintendent.

2. The appointments shall be made on or before May 1st and shall be for a two (2) year term.
 3. The committee shall establish staggered terms for its members.
 4. Committee vacancies shall be filled by the appropriate body.
 5. The appointments shall be made by each party outlined above notifying the other of those appointed.
- B. This committee will be responsible for approving and reviewing personal development plans for course work, continuing education units, and/or other equivalent activities.
- C. This committee shall meet monthly. All committee meetings shall have representation from both the Association and the Administration.
- D. The committee may also be convened by the request of three (3) members, no more than two (2) of which may represent either the Association or the Administration, to deal with emergency situations.
- E. All committee members shall receive a stipend of \$1000.00. All necessary expenses of the committee shall be paid by the Board of Education.
- F. A quorum shall be defined as a majority of the committee. All decisions of this committee may be made by a majority vote of the committee members present and voting.
- G. Appeals of any decision made by the committee shall be in accordance with the appeal process as stated in the LPDC's By-laws. The committee's decision shall not be grievable pursuant to Article 7 of this Agreement.
- H. The committee minutes shall be prepared by the recorder and maintained in compliance with the laws governing the operation of committees of public bodies.

11.04 SHARED DECISION MAKING

- A. Both parties to this agreement endorse shared decision making at the school level. This is an opportunity for all teachers to have shared decision making in the school at which they work.
- B. To assure acceptability of shared decision making at the school level, the parties agree to the following:
1. Eighty percent (80%) of the teachers of each school must vote by secret ballot to participate in the shared decision making process. If the employees decide to

withdraw from site-based decision making, it will require a majority vote. The Association will conduct the balloting.

2. In no event shall decisions which require a deviation in the Master Contract be considered.
3. Teachers that serve on a site-based decision making committee will be selected by secret ballot by the teachers of each school. The committee of each building will consist of a minimum of three (3) teachers, at least one teacher to represent each school's teaching teams or department, the building principal, Superintendent, and a parent volunteer.
4. The purpose of the site-based committee shall be to allow teachers the opportunity to share in decisions within each building including but not limited to: planning, operations, budgeting, and scheduling, professional development offered, activities for waiver days, etc.
5. Each site-based team shall meet at least once a month.

11.05 LABOR/MANAGEMENT COMMITTEE

- A. Recognizing the Federal Hocking School District's long history and successful past practice of labor/management cooperation, an informal system of meeting, discussing and resolving issues which may arise from time to time between the parties may continue as long as it is advantageous to both sides. If, at any time, one party believes that this past practice is no longer working successfully, it is the parties' intent to rely and revert to the language contained in this section, B through E, to more formally establish the labor/management committee.
- B. A labor/management committee will be established. The committee shall meet at least once during each nine (9) week grading period or, if mutually agreed upon, more or less frequently as needed. The committee shall consist of three Administrative representatives including the Superintendent and three Association representatives, including the Association President. Either group may invite up to two additional Administrative or Association representatives to attend at their discretion.
- C. The committee shall meet to discuss potential problems and promote a more harmonious working environment. Areas of discussion will include but not be limited to: state and federal mandates affecting the school; the administration of this agreement; notification to the Association of changes made by the Administration that would affect the bargaining unit; dissemination of general information to the parties; discussion of ways to improve educational services; scheduling and holding of open house, and other concerns that affect buildings or groups of members. This is not a forum to address individual or contractual grievances. Representatives attending the Labor/Management Committee may not change the negotiated agreement but may agree to make recommendations to their respective groups regarding issues arising during the meetings.

- D. The position of committee chair shall alternate between the Association's representatives and the Administration's representatives. An agenda will be prepared before each meeting and distributed to all members of the committee at least three days before the scheduled meeting. The agenda may be modified to address issues that arise unexpectedly.
- E. The Association President and the Superintendent shall meet during the first week of school to schedule a tentative number of meeting dates during the school year. The Committee is minimally required to meet four times during any school year. During the first meeting the Association President and Superintendent shall schedule FMCS training for the committee to attend.

11.06 MASTER TEACHER COMMITTEE

- A. A master teacher committee shall be established for the purpose of designating teachers in the building/district as master teachers.
- B. The master teacher committee shall be comprised of a majority of practicing teachers. The Association shall appoint three (3) teachers to the committee and the Superintendent shall appoint two (2) district administrators.
- C. The master teacher committee members shall jointly establish a Plan of Operation for the appropriate designation of a master teacher, including but not limited to: the time and location of meetings, the application and review process, the dissemination of general information to local Association members, and the appeal procedure.
- D. The term of office for members of the master teacher committee shall be three (3) years, and they shall be staggered.
- E. The master teacher committee shall have no involvement or relation to an employee's performance evaluation or any employment decision.
- F. Meetings of the committee will occur outside of the school day. A stipend of \$500.00 will be paid to bargaining unit members serving on the committee.
- G. The master teacher committee shall be provided with adequate and secure space for storage of records, files or any other necessary materials.

ARTICLE 12 **LEAVES**

12.01 JURY DUTY LEAVE/COURT LEAVE

- A. When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid the difference between the jury duty pay and his/her regular salary for the number of days involved.

- B. The teacher shall make application for jury duty leave through the principal to the Superintendent immediately upon notification that he/she has been selected to serve.
- C. The teacher shall furnish the Treasurer signed supporting documents to substantiate his/her call to jury duty, the number of days served, and the amount paid for services.
- D. Without the proper documentation, the Treasurer is not authorized to pay the salary listed in Item A.
- E. A teacher subpoenaed by the court to testify in his/her professional capacity on behalf of the school district or in a case involving one of the teacher's students shall be granted court leave. For personal court appearances, the teacher shall use personal leave.

12.02 MILITARY LEAVE

Military leave shall be granted to teachers as provided in the Ohio Revised Code 3319.14.

12.03 PERSONAL LEAVE

Three (3) days of personal leave shall be granted annually subject to the following restrictions:

- A. Provided it is not the day before nor the day following a holiday break unless approved by the Superintendent.
- B. Not more than ten percent (10%) of the teachers assigned to a center will be eligible for approval for any one day.
- C. Leave shall not be approved during the first week or the last week of a school term unless an emergency exists and the Superintendent approves the leave.
- D. The teacher must make application for the leave with the principal at least seventy-two (72) hours prior to the date of the leave unless an emergency occurs, necessitating the teacher's absence.
- E. Personal leave will be granted only for personal or legal business or religious activities that cannot be conducted outside of the school hours. The category must be so checked on the leave form.
- F. Upon notification to the Superintendent, when inclement weather conditions prohibit a teacher from reaching his/her assignments, personal leave will be granted upon request.
- G. Personal leave may be taken in half (1/2) day increments.
- H. Unused personal leave days or any increment thereof may be converted to \$75.00 per each day or prorata for fractional days, converted to sick leave days on June 30th, or the bargaining unit member may elect to carry over up to two (2) unused personal leave

days until the following year. No employee may have more than five (5) personal leave days during any year. Unless the bargaining unit member notifies the Treasurer by June 15th, the days shall be converted to sick leave days.

12.04 PREGNANCY DISABILITY LEAVE

- A. Teachers may use accumulated sick leave or advancements thereof, as authorized by the Board, for the absence due to pregnancy disability. Up to thirty (30) work days of pregnancy disability leave, exclusive of summer vacation with a specific return date, may be charged against accrued sick leave without a physician's statement. Pregnancy disability leave charged against accrued sick leave beyond the thirty (30) work day limit must be supported by a physician's statement.
- B. Teachers for whom sufficient sick leave is not available to cover the period of disability due to pregnancy shall be entitled to an unpaid leave of absence for that portion not covered by sick leave, not to exceed thirty (30) work days in total. Extension beyond the thirty (30) work day period shall be granted upon the receipt of a statement by the employee's attending physician that the employee is unable to perform his/her assigned duties.
- C. Prior to returning to duty from pregnancy leave, the employee shall furnish a signed statement from the attending physician that the employee is physically able to perform the employee's assigned duties.
- D. Application for leave of absence due to disability caused or contributed to by pregnancy shall be in writing. This application shall be filed as soon as possible.
- E. Teachers on leave due to pregnancy disability shall be entitled to normal fringe benefits provided, and shall be entitled to reinstatement at the expiration of the period of disability to the same teaching assignment, if any, as held immediately prior to the disability leave.
- F. Leave authorized pursuant to Section 5, paragraph B of this Article will not extend beyond the current school year.

12.05 MATERNITY/PATERNITY/ADOPTION LEAVE

- A. Any teacher not eligible for Pregnancy Disability Leave provided in Section 5 of this Article may use accumulated sick leave, up to ten (10) work days, for the birth or adoption of a child.
- B. In addition to the Pregnancy Disability Leave provided in Section 5 of this Article, a teacher who is pregnant or adopting a child shall be entitled to a leave of absence without pay for maternity, paternity or adoption reasons to begin at any time between a) the commencement of pregnancy and b) one (1) year after the child is born or adopted. Such leave may be extended for an additional period of time upon application for extension.

Leaves pertinent to this section shall be granted only until the end of the school year. If this results in a leave of less than one (1) year duration after the child is born or adopted, the teacher may request a leave for the next school year.

- C. Applications for maternity, paternity, or adoption leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave is to commence, and the date the teacher anticipates returning to service.
- D. Upon return from approved maternity, paternity, or adoption leave, at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to the same position which he/she held prior to the leave. If the teacher's previous position no longer exists the teacher will be reinstated to an equivalent position for which the teacher holds valid unexpired certification. An equivalent position is one that pays a similar amount, and is in the same classification for securing seniority, that is: Grades 7-12, secondary or Grades K-8, elementary. The Board will exercise its prerogative in matters concerning a supplemental contract for returning teachers from maternity, paternity, or adoption leave.
- E. If the teacher desires to return to active service prior to the stated date of return on the application for leave, the teacher shall notify the Superintendent, in writing, that an early return is requested and the date upon which the teacher wishes to return. Upon the recommendation of the Superintendent, the Board of Education may authorize the early return of the teacher. If the early return is authorized by the Board, the teacher shall return on the date authorized. The teacher shall be placed in a position assignment as agreed to by the Board and the teacher, in writing, prior to the authorization by the Board.
- F. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs and the carrier permits such coverage. Failure to forward the premium at the stipulated times will terminate this benefit.
- G. A teacher on such leave must notify the Superintendent, by certified mail, of his/her desire to return or not to return to active service by July 10th.

12.06 PROFESSIONAL LEAVE

- A. A professional leave fund shall be included in the budget of the Federal Hocking Board of Education in the amount of \$7,000.00 per fiscal year, to be used for the payment of the cost of a substitute and for the payment of expenses incurred by the certified staff of the Federal Hocking Local School System, who are attending approved professional meetings, and/or workshops, and/or school activities.

- 1. The funds shall be reallocated as follows:

Amesville	\$1,900.00
Coolville	\$1,900.00

Middle School/High School

\$3,200.00

2. The building level site based decision-making committee shall be responsible for the distribution of these monies.
 3. Professional leave will be approved only if it is clearly related to the professional advancement/duties of the teacher.
- B. Application to attend approved professional meetings, workshops, and/or school visitations shall be filed with the building level decision making committee whose names shall be submitted to the Superintendent at the beginning of each school year. The committee shall review the application for approval and submit their recommendations through the principal to the Superintendent at least five (5) days prior to the requested leave, who may disapprove the leave request as long as it is not arbitrary and capricious and every attempt is made to obtain a substitute teacher.
 - C. Should a building level decision making committee not be established, the Professional leave application shall be submitted the President of the Association for approval.
 - D. Applications shall be reviewed by the teacher committee, and every effort will be made to rotate the approved attendance among the several teachers in a department or special subject area.
 - E. Nothing in this Article or Contract shall preclude or restrict the Board from assigning a teacher to attend a professional meeting at Board's expense.
 - F. Proper receipts for expenses claimed must be turned in to the Treasurer's Office within fourteen (14) calendar days after professional leave is taken.

12.07 SICK LEAVE

- A. Each full-time certified employee will earn fifteen (15) days per year at the rate of one and one-fourth (1.25) days per month.
- B. All employees shall be granted five (5) days of sick leave credit beginning with the first day of school in their first year. The Board may grant an advancement of fifteen (15) days for the first year when in their judgment the situation warrants such action.
- C. The cumulative days of sick leave shall be unlimited. New employees shall provide a certified record of their accumulated sick leave from their former employer; new employees transferring from another Ohio public agency or school district shall be credited with the unused balance of the employee's accumulated sick leave as certified by the former employer. Provided that their employment in the school district takes place within ten (10) years of the date of last termination from public service.
- D. The employee is required to furnish a written, signed statement on forms prescribed by the Board when using sick leave (Appendix C).

- E. Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the Ohio Revised Code. No sick leave shall be granted or credited to a teacher after his/her retirement or termination of employment.
- F. Sick leave may be used for personal illness, injury, exposure to contagious disease which could be communicated to others, and illnesses, injury, or death in the immediate family. (Immediate family is defined as spouse, children, father, mother, sister, brother, in-laws, grandparents, grandchildren, aunt, or uncle or anyone else residing in the household.) Other relatives may be included that have special meaning to the employee providing it is recommended by the center's principal and approved by the Board.
- G. Parents of newborn children may use ten (10) days of paid sick leave immediately after the birth of a child or the date of an adoption of a child in accordance with Article 12.05 (A).

12.08 SABBATICAL LEAVE

A teacher who has completed five (5) years of service in the District will be entitled to take a leave of absence with part pay, for one year subject to the following restrictions:

- A. The teacher shall submit a plan for professional growth to the Superintendent for approval prior to such a grant of permission.
- B. The teacher shall at the conclusion of the leave provide evidence that the plan was followed.
- C. The teacher may be required to return to the district at the end of the leave for a period of at least one (1) year unless the teacher has completed twenty-five (25) years of teaching in Ohio.
- D. A satisfactory replacement must be available.
- E. No more than two (2) members of the certified staff may be granted sabbatical leave at any one time.
- F. Not more than the excess in difference between the replacement's pay and the teacher's expected salary may be paid the teacher.
- G. Sabbatical leaves will be for one (1) year only.
- H. No teacher may be granted a leave more often than once each five (5) years.
- I. No teacher may be granted a leave a second time when other members of the staff have filed a request for such a leave.
- J. Upon return from sabbatical, a teacher shall be returned to the same assignment held prior to such leave. Supplemental contracts or extended service do not apply.

- K. At the Board's discretion, a teacher with less than five (5) year's experience may be granted sabbatical leave.

12.09 ASSAULT LEAVE

An employee shall be granted assault leave in the event that said employee is absent due to physical disability resulting from an assault which occurs in the course of Board employment. In no event shall assault leave extend beyond twenty (20) working days, unless by Board approval.

- A. An application for assault leave shall be on prescribed forms supplied by the administration and shall be signed by the employee, if possible, and the licensed physician of the employee.
- B. Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned, or leave granted under other leave policies adopted by the Board of Education.
- C. To qualify for assault leave, in addition to the items set forth above, the employee must file claim with the Bureau of Worker's Compensation. All medical payments shall be applied for through the insurance carrier of the Board and if not payable then through Worker's Compensation. If the Worker's Compensation benefits are granted, the amount of these benefits shall be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board of Education.
- D. If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.
- E. The employee agrees to discuss the advisability of filing charges against the person who assaults him/her with the administration, local police authorities, and/or prosecutor.

12.10 GUIDELINES FOR LEAVES OF ABSENCE

Paragraphs A through D of this section shall apply to leaves granted under this Article unless a particular leave expressly states otherwise.

- A. A leave of absence is defined as a period of extended absence from duty by an employee for whom a written request is submitted and approval is given by the Superintendent and the Board, except as otherwise provided.
- B. Upon return from such leave, the employee will be assigned to the same or similar position.
- C. A one-year extension of the original leave of absence may be granted upon recommendation of the Superintendent with the approval of the Board. Leave of

absence terminations shall coincide with the school year. The Superintendent may make exceptions to the aforementioned policy.

- D. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs, if permitted by the carrier. Failure to forward premium at stipulated times will terminate this benefit.

12.11 SICK LEAVE BANK

- A. When an employee of the Federal Hocking Local School District has exhausted all of her/his accumulated sick leave and experiences a serious, long term illness which a doctor states makes him/her unable to continue working and when that employee is ineligible for disability retirement or is in the process of applying for such, then she/he may request through the appropriate organization or person (the Teachers' Association, non-certified employees union, or, if an administrator or employee of the treasurer's office, through the Superintendent) that additional sick leave days be transferred from other employees' accumulated sick leave with those employees' consent.
- B. Employees wishing to donate sick leave will not individually be solicited. They will be notified through the District Employees' Newsletter or through other means decided upon by the Association, Union or Superintendent. Each organization will be responsible for notifying its members and will NOT make individual solicitations on behalf of any employee. Additionally, those employees wishing to donate sick leave must have at least 155 days of accumulated sick leave and will not be able to donate more than five (5) days per school year (July 1 to June 30).
- C. The Association/Union/Superintendent shall notify, in writing, the Treasurer of the Board as to the number of days to be donated, from whom, and the person receiving the donated days. Included in the notice shall be a signed statement by the employee transferring sick leave. It will authorize the Board Treasurer to transfer the days and state to whom they will be transferred.
- D. Sick leave transferred to another employee shall be counted as a day against sick leave. Sick leave days transferred then returned prior to the end of the current fiscal year shall not be counted against sick leave.
- E. Affected employees' pay stubs and employee records will reflect donated sick leave days, rather than used sick leave days.
- F. The receiving employee will receive the donated sick leave days in ten (10) day increments unless fewer days are needed. Donations of sick leave may take place between members of different employee groups.
- G. No employee will be eligible for more than one-hundred-twenty (120) days of transferred sick leave.

- H. Upon retiring, a bargaining unit member may donate up to ten (10) days unused sick leave above the maximum amount usable in determining severance pay to a sick leave bank to be administered by the Superintendent and President of the Association in accordance with the memorandum of understanding concerning transfer of sick leave days to employees experiencing catastrophic or chronic health problems which deplete their own accumulated sick leave days. The number of days decided on case-by-case basis. Decision not subject to grievance procedures.

ARTICLE 13
VACANCIES, TRANSFERS, AND PROMOTIONS

13.01 VACANCY

A vacancy shall be defined as any position in the bargaining unit which the Board intends to fill resulting from an employee leaving that position as a result of retirement, transfer to another district position, non-renewal, termination, resignation or death or the creation of a new bargaining unit position.

13.02 POSTING OF A VACANCY

A. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly cause to be made known such vacancy in the District Newsletter published on each payday and distributed electronically or in a pay envelope, as well as a notice posted in each building. Said vacancy shall be posted for ten (10) working days from the date of pay for the months September thru June. All other vacancies will require only five (5) working days notice but teachers qualified for the vacancy and having submitted a request for a transfer or reassignment will be notified prior to filling the vacancy.

B. A copy of the notice will be sent to the Association President

13.03 DEFINITION OF TRANSFER

A. A transfer shall be defined as a change in the assignment by an employee from one bargaining unit position to another that affects grade level taught, subject area or building assignment.

B. A voluntary transfer shall be defined as reassignment initiated by the employee's written statement as provided in Section 13.02

C. An involuntary transfer shall be defined as an employer initiated reassignment of an employee.

13.04 VOLUNTARY TRANSFER

A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the

Superintendent. A copy of such request shall be forwarded to the affected building principal and shall be valid for the current school year.

- B. In acting on request for voluntary reassignment and/or transfer, the following criteria apply:
- 1) individual qualifications
 - 2) instructional requirements
 - 3) where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years of service in the school system.

13.05 INVOLUNTARY TRANSFER AND/OR REASSIGNMENT

- A. involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified in writing of the reasons. The teacher may at his/her option have a representative of his/her choice to be present at such meeting. Any reassignment made pursuant to this policy shall apply to the least senior licensed teacher for the position using district seniority and shall be in the best interests of the school district as determined by the Superintendent.
- B. A teacher being involuntarily transferred or reassigned will be placed only in a position for which such teacher is licensed/certified.
- C. Teacher(s) who are involuntarily reassigned or transferred after July 31st will be granted five (5) days at his/her per diem rate to prepare materials and lessons for their classrooms. A reassignment or transfer will mean any change in building, grade level or subject taught.

13.06 PROMOTIONS

- A. The Board declares its support of a policy of filling vacancies in supervisory positions, from within its own teaching staff provided, however, nothing herein shall preclude the Board of Education from determining that the interests of the school system can best be served by actively seeking candidates from outside the district after posting such vacancy.

13.07 MISCELLANEOUS

1. When reassignments are necessary in grades Pre-K–6 due to student enrollment, the teachers at the affected grade level will meet with the principal and discuss any necessary transfer. If an agreement cannot be reached the reassignment will be made through the involuntary transfer procedure above.
2. No vacancy notices shall be posted during a period of Reduction in Force (RIF), if any bargaining unit member affected by the RIF is certified/licensed for the position.

3. No transfer shall be implemented during a period of RIF that will cause the layoff of a more senior employee.
4. No transfer shall be implemented during a period of RIF that will prevent the recall of an employee on layoff.

ARTICLE 14
INSURANCE BENEFIT PACKAGE

14.01 INSURANCE COVERAGE

The Board shall purchase insurance coverage which meets the specifications listed below for each member of the bargaining unit now or employed hereafter. Ninety-seven percent (97%) of the cost of this program and any increases thereof shall be paid by the Board for single coverage and ninety percent (90%) of the cost for family coverage.

14.02 IRS SECTION 125 PLAN

The Board shall provide, at no cost to the employee and to the extent available under the Internal Revenue Code and regulations (Section 125), a flexible spending account for the payment of bargaining unit members' insurance premium contributions on a pre-tax basis, and other voluntary pre-tax payroll deductions for other expenses permitted under and in accordance with Section 125 of the Code, including medical – dental and child – dependent care expenses.

14.03 A. HEALTH SCHEDULE OF BENEFITS

Benefit Period Calendar Year

Dependent Age: End of the calendar year of age 19; or to end of the calendar year in which the child attains age 24 if allowed as a federal tax exemption.

Pre-Existing Period: None, except 18 months after the Enrollment Dates for Late Enrollees.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	None	\$400/\$800
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds,	\$20/\$20 No copayment/coinsurance No copayment/coinsurance 10%	30% 30% 30% 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility 	No copayment/coinsurance No copayment/coinsurance	30% 30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> • facility/other covered services (copayment waived if admitted) Urgent Care Center Services	10% 10%	10% 10%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	10%	30%
Blue 3.0		

Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	10%	30%
Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 30 Visits (excludes IVTherapy) Durable Medical Equipment and Orthotics (excluding Prosthetic Devices, Limbs and Medical Supplies) Prosthetic Devices Prosthetic Limbs Hospice Care Ambulance Services 	10% 10% 10%	30% except as noted below 30% 10% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical and Occupational Therapy: 60 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits 	\$20/\$20 \$20/\$20	30% 30%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	10% 10% \$20 10%	30%

Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%
Prescription Drugs⁴ Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30-day supply) <ul style="list-style-type: none"> Includes diabetic test strip Anthem Rx Direct Mail Service: (90-day supply) <ul style="list-style-type: none"> Includes diabetic test strip <p>Medicare Rx – Wrap Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.</p>	\$10 Generic/\$30 Brand Formulary/ \$50 Brand Non-Formulary No copayment/coinsurance \$15 Generic/\$45 Brand Formulary/ \$75 Brand Non-Formulary No copayment/coinsurance	50% Not covered Not covered Not covered
Lifetime Maximum	Unlimited	Unlimited

**FOR FURTHER DETAILS CONCERNING ANY OF THE INSURANCE PROGRAMS
SEE THE POLICY BROCHURES**

B. OPT-OUT

1. Bargaining unit members who are eligible for health insurance coverage in addition to the health insurance benefit plan offered by the Board may elect to waive the negotiated hospital/major medical insurance coverage. In consideration of their waiver of this insurance coverage, they shall receive a stipend as follows:
 - a. An employee electing to waive family plan insurance and take single coverage shall receive a stipend equal to 20% of the savings to the Board for that employee.
 - b. An employee electing to waive Board insurance coverage and take no insurance benefit shall receive a stipend of equal to 25% of the savings to the Board for that employee.

2. This payment shall be made by December 15th of each year subject to the following provisions:
 - a. The employee must provide proof of alternative insurance coverage and waive his/her right to the negotiated benefits in writing to the Treasurer by August 31st of each year insurance is being waived.
 - b. Coverage must be waived for the period September 1 -August 31 of each year.
3. Any bargaining unit member who has waived his/her insurance with the Board and who involuntarily loses other health insurance through layoff of a spouse, death of a spouse, change in marital status or for any other reason specified in C.O.B.R.A. will notify the School District Treasurer and will be re-enrolled in the Board provided insurance plan at the earliest enrollment opportunity. If the employee has already received the stipend for waiving his/her insurance benefit, he/she will reimburse the Board pro-rated for the time of coverage.

14.04 DENTAL INSURANCE

The Board shall purchase through Oasis Trust family and single Dental Insurance coverage, which meets or exceeds the specifications contained in Oasis Trust Program 18-B, for each member of the bargaining unit, now or hereinafter employed, and his or her eligible dependents. The full cost of this program and an increase thereof, shall be paid by the Board. The effective date of this insurance shall be December 1, 1985.

BASE PLAN BENEFITS

<u>COVERED EXPENSE</u>	<u>INDIVIDUAL DEDUCTIBLE (Per Calendar Year)</u>	<u>FAMILY DEDUCTIBLE (Per Calendar Year)</u>	<u>COINSURANCE AMOUNT</u>
CLASS I	None	None	100%
CLASS II	\$25	\$50	80%
CLASS III	\$25	\$50	60%
CLASS IV	None	None	50%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the Reasonable and Customary charges will be paid for all Class I Services.

CALENDAR YEAR MAXIMUM (For All Class I, II & III Expenses). \$1,000 per Person

ORTHODONTIC LIFETIME MAXIMUM (For all Class IV Expenses). \$1,500 per Person

SUMMARY OF COVERAGE

<p style="text-align: center;">CLASS I PREVENTIVE & DIAGNOSTIC</p> <p>Routine Oral Exams Once every 6 months Teeth Cleaning Once every 6 months Fluoride Treatments Once every 12 months Emergency Pain Treatments Space Maintainers Diagnostic X-Rays Tests & Lab Exams</p> <p style="text-align: center;">100%</p>	<p>\$25 CALENDAR YEAR DEDUCTIBLE</p>		<p style="text-align: center;">CLASS IV ORTHODONTIA</p> <p>Full Banded Orthodontic Treatment Appliances for Tooth Guidance Appliances to Control Harmful Habits Retention Appliances – Not in connection with Full banded treatment</p> <p style="text-align: center;">50%</p>
	<p style="text-align: center;">CLASS II BASIC RESTORATIVE</p> <p>Fillings – Amalgams, Silicate, Acrylic Root Canal Therapy Treatment of Gum Disease Repair of Bridgework & Dentures Extractions and Oral Surgery General Anesthesia – only if medically necessary</p> <p style="text-align: center;">80%</p>	<p style="text-align: center;">CLASS III MAJOR RESTORATIVE</p> <p>Inlays, Onlays, Gold Fillings or Crown Restorations Initial Installation of Fixed Bridgework Installation of Partial or Full, Removable Dentures Replacement of Existing Bridgework or Dentures</p> <p style="text-align: center;">60%</p>	
<p>CALENDAR YEAR MAXIMUM \$1,000 PER PERSON</p>			<p>Lifetime Maximum \$1,500 Per Person</p>

14.05 VISION INSURANCE

Effective September 1, 1998 the Board of Education shall pay for 100% of the premium for the VSP plan for those bargaining unit members who wish to participate.

14.06 GROUP LIFE INSURANCE

The Board shall purchase from a Community Life group term life insurance for each member of the bargaining unit in the amount of \$30,000, (an equal amount of accidental death and dismemberment coverage). The full cost of this program and any increases thereof, shall be paid by the Board. The effective date of this life insurance program shall be July 1, 1985.

14.07 INSURANCE COMMITTEE

- A. The Board and Association agree to establish an Insurance Committee to review the current insurance program and investigate other programs which could be available.
- B. The committee shall consist of seven (7) members. The Association President shall appoint five (5) members and the Superintendent shall appoint two (2) members.

ARTICLE 15
DURATION

15.01 LENGTH OF CONTRACT

- A. This Agreement shall be effective from August 1, 2011, to July 31, 2014, 12:00 midnight both dates inclusive (except as otherwise noted in this Agreement).
- B. For the purposes of this contract, the school year shall be defined as the time between August 1st and July 31st inclusive.

15.02 ENTIRE AGREEMENT

This agreement supersedes and cancels all previous agreements, verbal or written, between the School District and the F.H.T.A. and constitutes the entire agreement between the parties.

15.03 RIGHTS AND OPPORTUNITIES

The parties to this Agreement acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matter and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SIGNATURES

FOR THE FEDERAL HOCKING TEACHERS' ASSOCIATION

Bradley's
J. W. Pile
J. Kähler, Sec.
P. G. G.

DATE: 6/28/2011

FOR THE FEDERAL HOCKING LOCAL BOARD OF EDUCATION

Don Torner
Board of Education Member

John L. G.
Board of Education Member

William G.
Board of Education Member

Ch. Wood
Board Representative, Superintendent

Lester D.
Board of Education Member

Thomas W. G.
Board of Education Member

[Signature]
Treasurer, Board of Education

DATE: 6/28/2011

APPENDIX A

FEDERAL HOCKING LOCAL SCHOOL DISTRICT
INFORMAL OBSERVATION/CONFERENCE FORM

NAME OF TEACHER OBSERVED _____

NAME OF OBSERVER _____

DATE OF OBSERVATION _____

On the above listed date, I observed the following:

Please see me in my office _____ during your conference
_____ period. If this is not convenient,
(Day) (Date)

indicate another suitable date within the allotted three (3) school day period of a future date which might be agreeable to both parties. Please return one copy of this with your signature.

EVALUATOR (OBSERVER'S) SIGNATURE _____

(Date)

I can/cannot meet during the above date. (If teacher can't meet, please fill out the following.) I can meet during my conference period on _____
(Day) (Date)

TEACHER'S SIGNATURE _____

(Date)

Teacher's signature indicates that he/she has seen and read this report and does not necessarily indicate that he/she agrees with its contents. The teacher may subject a reply to accompany this report, provided it is submitted within ten (10) school days of the date of his/her signature indicated above.

CONFERENCE HELD ON _____

CONFERENCE WAIVER

I hereby waive my right to a conference, however, this does not indicate agreement with the above report.

TEACHER'S SIGNATURE _____ (Date)

EVALUATOR'S (OBSERVER'S) SIGNATURE _____ (Date)

To be made out in triplicate: One copy for Personnel File in the Superintendent's Office
One copy for the Principal, and
One copy to be retained by the Teacher.

COLOR CODING:

- White - 1st Informal Observation
- Blue - 2nd Informal Observation
- Yellow - 3rd Informal Observation
- Green - 4th or any proceeding Informal Observation

OBSERVER _____ POSITION _____

Formal Observation/Evaluation # _____

At this time would you recommend this person for: (check appropriate block) (one block must be checked as part of each evaluation):

STRONGLY RECOMMEND	RECOMMEND	RECOMMEND WITH RESERVATION**	WOULD NOT RECOMMEND**
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RE-EMPLOYMENT _____

** With written statement to justify decision.

Does a teacher's reply accompany this form?* Yes _____ No _____

* Must be submitted within ten (10) school days of the date of his/her signature indicated below.

TEACHER'S SIGNATURE _____ DATE _____

The teacher's signature indicates that he/she has seen the Evaluation and does not necessarily indicate that he/she agrees in every instance with the Evaluation. He/She may submit a letter to accompany this Evaluation with a copy to the Principal. Teacher must sign and return the evaluation form within five (5) days.

PRINCIPAL'S SIGNATURE _____ DATE _____

To be made out in triplicate: One copy for Personnel File in the Superintendent's Office
One copy for the Principal, and
One copy to be retained by the Teacher.

COLOR CODING:

- White - 1st Evaluation
- Blue - 2nd Evaluation
- Yellow - 3rd Evaluation
- Green - 4th or Any Succeeding Evaluation

GRIEVANCE REPORT FORM
FEDERAL HOCKING TEACHERS' ASSOCIATION

Grievance No. _____

To be filed in triplicate

Name of Aggrieved

Date Filed

Assignment

Building

STEP I

(Submitted to Principal - _____)

A. Time and Date Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Articles and Sections Violated: _____

3. Relief Sought: _____

Signature

Date

C. Date Grievance Discussed: _____

D. Disposition by Principal: _____

Signature of Principal

Date

NAME: _____

GRIEVANCE NO. _____

STEP II

(Submitted to Superintendent-_____)

A. Position of Aggrieved or Association: _____

Signature of Aggrieved

Date

B. Disposition by Superintendent: _____

Signature of Superintendent

Date

STEP III

(Submitted to Board : _____)

A. Position of Aggrieved or Association: _____

B. Disposition of Board: _____

Signature of Board President

Date

Name: _____

Grievance No.: _____

STEP IV

(Submitted to Arbitration - _____)

A. Position of Aggrieved or Association: _____

Signature of Aggrieved

Date

B. Disposition of Arbitrator: _____

Signature of Arbitrator

Date

_____ Maternity/Paternity Leave (Enclose Documentation) Beginning Date _____
_____ DOCK IN PAY -- Number of Day(s) _____ or Number of Hours(s) _____
_____ Vacation or Other
_____ Assault Leave

Signature of Employee

Date

Principal's/Supervisor's
Approval

Superintendent's Approval

Board Approval

Date _____

Date _____

Date _____

MEMORANDUM OF UNDERSTANDING

During the 2008-2009 school year, the Board and Association agree that electronic methods of communication and notification will be used with advance notice given to the Association. The parties shall review the year and discuss such application during negotiations for a successor agreement.