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# Professional Negotiations Agreement

between the

Firelands Local Board of Education

and the

Firelands Education Association

August 1, 2014 through July 31, 2017

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**ARTICLE I**  
**RECOGNITION**

**1.01 FEA**

1. The Firelands Local Board of Education (hereinafter referred to as the “Board”) recognizes the Firelands Education Association (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative for all regular certified/licensed classroom teachers in the District.

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

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

**Regular certified/licensed classroom teacher** is defined as a teacher who works twenty (20) hours or more per week for thirty-six (36) weeks or more per year.

2. Both parties agree that all members of the bargaining unit have the right to join, participate in, and assist the employee organization, and the right to refrain from such without intimidation or coercion.
3. Both parties recognize that current certified/licensed employees who were employed as regular certified classroom teachers by the South Amherst Board of Education during the 1987-88 school year have equal rights under this contract while employed by the Firelands Board of Education. Furthermore, all service accrued while employed by the South Amherst Board of Education shall be considered as service accrued in the Firelands Local School District. All rights and benefits granted South Amherst teachers upon initial employment in South Amherst shall be recognized by the Firelands Board of Education as long as it does not exceed that which is granted by the Firelands Board of Education upon initial employment.

**1.02 RIGHT TO FAIR SHARE FEE**

1. Payroll Deduction of Fair Share Fee The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Firelands Education Association a fair share fee for the Association’s representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association’s work in the realm of collective bargaining.
2. Notification of the Amount of Fair Share Fee Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

- a. All Fair Share Fee Payers Payroll deduction of such fair share fees shall begin at the first payroll period in January after January 15, except that no fair share fee deductions shall be made for bargaining unit members employed after January 15 until the second paycheck; this period shall be the required probationary period of newly-employed bargaining unit members.
- b. Upon Termination of Membership During the Membership Year The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

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

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

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

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

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed:
- b. The Association shall reserve the right to designate counsel to represent and defend the employer.
- c. The Board agrees to:
  - (1) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding.
  - (2) Permit the Association or its affiliates to intervene as a party if it so desires, and/or not oppose the Association or its affiliates' application to file briefs Amicus Curiae in the action.
- d. The Board shall act in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**ARTICLE II**  
**NEGOTIATIONS**

**2.01 PRINCIPLES OF NEGOTIATIONS**

1. "Good faith" negotiations, as provided for in this document, includes reasonable positions on bargainable issues, and indicates willingness to reach an agreement thereon: reasonable considerations in setting forth, evaluating, or declining to agree to proposals; a search for counterproposals to proposals not accepted; abstention from the breach of existing agreements and from encouraging, engaging in, or condoning unlawful or improper conduct, sanctions, threats, or other means of coercion; refraining from unexplained change in position but does not compel either party to agree to a proposal or require the making of a concession.
2. Representatives of the Board and the FEA shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat or implication thereof, shall attach to negotiations, provided, however, this **Section (2.01, 2)** shall not be construed so as to authorize, condone, excuse or protect any conduct which is in violation of the laws of the State of Ohio.

**2.02 SUBJECTS OF NEGOTIATIONS**

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

**2.03 REQUESTS FOR NEGOTIATIONS**

1. If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than the first day of January and not later than the fifteenth day of March in any year in which negotiations are to take place. Notification in writing from the FEA shall be served on the Superintendent and from the Board shall be addressed to the President of the FEA.
2. Within twenty (20) days after receipt of such notice, but no later than April 1st, an initial meeting will be held for the purpose of permitting the parties to submit in writing all of their proposals for negotiations. Therein after neither party may submit additional items for negotiations except with consent of the other party.
3. Each proposal submitted by either party shall specify in detail that to which agreement is sought in terms acceptable to the proponent so that without clarification or supplementation, the proposal, if agreed to by the other party, would express the whole agreement between the parties with respect thereto.

**2.04 NEGOTIATIONS MEETINGS**

1. Negotiations meetings shall be scheduled at the request of the parties, and until negotiations are concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places and times and to avoid, as nearly as practical, conflict and interference with school and employment schedules. Any

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

3. Negotiations meetings shall be closed to the press and to the public. "Reasonable intervals" shall mean that meetings will be held on a weekly basis unless the parties mutually agree to arrange meetings on a different schedule.
4. Either party may recess for caucuses of reasonable length at any time.
5. Either party may keep written minutes of the meetings.

#### **2.05 REPRESENTATION**

Representation at all negotiations meetings shall be limited to a team of four (4) designated representatives of the Board and the FEA respectively. Each team may also have one (1) observer present at each meeting. At the initial negotiations session, each team shall designate one (1) of its members to serve as its spokesperson for the duration of negotiations. The spokesperson shall be in attendance at each negotiating session unless otherwise agreed to by the parties.

#### **2.06 ASSISTANCE AND STUDY COMMITTEES**

1. Either party may call upon professional and laypersons to consider and make suggestions concerning matters under discussion. However, such persons shall attend negotiations meetings only as observers and may speak to either party only with the mutual consent of both parties.
2. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties.

#### **2.07 INFORMATION**

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

#### **2.08 AGREEMENT**

1. As tentative agreement is reached on items, which are the subject of negotiations, the agreement shall be reduced to writing and initialed by the designated representatives of each party. Each item, once initialed, shall be removed from further bargaining, including arbitration. However, such initialing shall not be construed as final agreement between the representatives until ratified by the teachers and approved by the Board.
2. Final agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the FEA for approval, and all of the FEA's designated representatives shall recommend and urge approval. Upon approval by the bargaining unit

represented by the FEA, the agreement shall be submitted to the Board for approval, and all of the Board's designated representatives shall recommend and urge approval. If approved by both parties, the agreement shall then be signed on behalf of the parties and shall be adopted in resolution form by the Board.

## **2.09 DISAGREEMENT**

1. Either party may declare impasse after the 1<sup>st</sup> of July of the year in which the current contract expires. An arbitrator shall be selected from the American Arbitration Association under its rules. The arbitrator shall schedule a hearing for the purpose of hearing testimony and gathering facts relevant to the parties' disagreement. Within fifteen (15) days, the arbitrator shall issue a written report containing written findings of fact and recommendations for the resolution of the disagreement. Neither the report nor its contents shall be made public except pursuant to **Section 2.09, 2** of this contract.
2. In the event the parties are unable to reach agreement within ten (10) days after receiving the report of the arbitrator, said report may be made public by either party. At that point, the terms of this document and the disagreement provisions hereof shall be deemed exhausted.
3. The costs for services provided by the American Arbitration Association and the arbitrator shall be shared equally by the Board and the Firelands Education Association.
4. The Board and Firelands Education Association agree that the aforementioned arbitration procedure shall supersede all other dispute settlement procedures contained in Chapter 4117.17 O.R.C.

## **2.10 CLERICAL REVISION, PRINTING AND DISTRIBUTION**

1. Clerical revision of the format, and organization of the Negotiated Agreement may be made by mutual agreement of the Board and Association at least thirty days (30) after final agreement on all negotiated items. The Association shall type the revised copy of the Negotiated Agreement for review and approval of both the Board and Association representatives.
2. As soon as possible, after clerical revision of the Negotiated Agreement has been officially completed, as revised, it shall be printed and bound by clerical employees of the Board. The Board and the Association shall share equally all costs of the final document, which would include typing, printing, assembling and the cost of materials.

## ARTICLE III

### TEACHER RIGHTS AND RESPONSIBILITIES

#### 3.01 PERSONNEL FILES

1. In accordance with Chapter 1347 of the Ohio Revised Code, each teacher will have the opportunity to review the contents of his/her personnel file upon arranging a suitable appointment with the administrator in charge of personnel files. The teacher has the right to review and copy, at his/her expense, all items in his/her own file except those pertaining to condition of initial employment and letters and like items of reference and recommendation. Teachers have the right to add statements of rebuttal. The teacher may only review the file with an administrator present.
2. If a member of the public requests to inspect the personnel file of any teacher, the following procedure will be followed:
3. The employee shall be notified of the time and date of the examination and the identity, if given, of the person requesting to inspect his/her file.
4. The employee shall be given the opportunity to review his/her file prior to inspection, when possible. The employee shall be provided release time to review his/her file prior to inspection.
5. If the request to inspect the file is made during a break or a period when the employee is not normally expected to be at work, a reasonable attempt will be made to notify the employee of the request.
6. Items protected from release by State or Federal law shall be removed or blocked out, then recopied, prior to inspection.
7. The inspection shall be done at the Board Office, in the presence of the Superintendent or designee, with the inspection recorded and copies made logged in the files.
8. The Superintendent or designee and at least one (1) other district employee, if available, prior to release, shall review items copied for release.
9. Copies of the released documents shall be sent to the employee at the time of the release, along with the logging of the inspection.
10. In no case may the procedures be interpreted as preventing prompt and reasonable access to personnel files and copies thereto.

#### 3.02 COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

1. If a parent or other member of the community makes an oral or written complaint about a teacher, no record of such complaint may be placed in the teacher's file unless the Superintendent or building principal has first notified the teacher of the complaint. The teacher may request a meeting with the Superintendent or principal to discuss the complaint. The teacher may place a written response in his/her file if any community member's complaint is recorded in his/her file. Anonymous complaints will be disregarded.

2. If a teacher feels an oral or written complaint about the teacher may lead to disciplinary or legal action, the teacher may have a representative of his/her choice at the meeting with the administrator to discuss the oral or written complaint.
3. Complaints against teachers are best handled and resolved as close to their origin as possible. Such complaints shall be fully, fairly, and timely investigated. If any action is taken against the teacher or a reprimand is placed in a teacher's file, the teacher shall have the right to request to meet with all involved parties.
4. No teacher shall be verbally reprimanded for past conduct in front of fellow teachers or students.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

#### 4.01 MEETINGS

1. The FEA shall have the right to hold general membership meetings and building membership meetings on school property at reasonable times, upon submission of a written request and receipt of approval from the responsible administrator. Such meetings held on school property shall be open to all teachers. Use of the building shall be free of charge, except when custodial services beyond custodians regularly scheduled hours are required. In that event, a standard charge will be made.
2. Upon notification to the building principal, all elected or appointed members of the executive Board of the Firelands Education Association shall be released from their respective buildings immediately following dismissal of all students. The released time shall be for attendance at regularly scheduled or emergency meetings of the executive board of the Firelands Education Association. In case of previously scheduled building activities that would require attendance of these teachers, the building principal has discretionary approval to grant release time.

#### 4.02 EQUIPMENT

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

#### 4.03 MAIL SERVICE

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

#### 4.04 BULLETIN BOARD SPACE

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

#### 4.05 PHONES

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

#### **4.06 BOARD MEETINGS**

The Association shall have the same rights to notice of and attendance at Board meetings as granted other organizations by the Board policy adopted to implement the provisions of the Public Meeting Law. One (1) copy of the agenda, with any addendums, and non-confidential appendices pertaining directly to FEA members, as determined by the Superintendent, shall be made available to the President of the Association. Such agenda shall be sent to the President of the Association by school mail at the same time it is sent to the Board. During summer vacation, a copy of the agenda shall be mailed via U.S. mail provided that the President has given the Treasurer a supply of stamped, self-addressed envelopes.

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

#### **4.07 DISTRICT POLICY**

The Association President shall receive a copy of the District Policy Book and all Board approved updates.

## ARTICLE V

### EMPLOYMENT PRACTICES AND CONDITIONS

#### 5.01 CONTRACT INFORMATION

1. One (1) year limited contracts will be provided by the Firelands Board of Education and will contain all information required by law.
2. Contracts will include the number of days in the contract, and the salary schedule level and step. Assignment as to building and subject or grade level will be issued as needed by the Superintendent's office.
3. Tentative assignments may be changed if the needs of the school change after the issuance of contracts. In the event it is necessary to change a teacher's assignment, the teacher will be notified as soon as possible. A teacher not wishing to change assignments will be granted a release from contract, upon request, even though such request comes after July 10.

#### 5.02 CONTRACT NON-RENEWALS

1. Non-renewals shall be done in accordance with Ohio law.
2. A teacher will be given at least ten (10) workdays notice prior to the Superintendent's recommendation of non-renewal to the Board.

#### 5.03 CONTINUING CONTRACTS

Eligibility for continuing contract will be in accordance with the requirements of the Ohio Revised Code, provided the bargaining unit member provides notice of eligibility in accordance with this Section. When a bargaining unit member expects to be eligible for continuing contract status by April of a school year, such bargaining unit member shall provide written notice of such eligibility not later than September 5 of the same school year. Failure to provide such notice shall defer eligibility until the following April.

## ARTICLE VI

### TEACHER ASSIGNMENTS/VACANCIES/TRANSFERS

#### 6.01 DEFINITION OF VACANCY

1. A vacancy shall be defined as follows:
  - a. When the Board determines to fill a position as a result of retirement, resignation, transfer, reassignment, non-renewal, leaves of absence (except paid leave or unpaid leave if granted by reason of illness or disability), death, or termination.
  - b. When a new position is created.
2. When a vacancy occurs during the school year, the Board may fill the vacancy on a temporary basis, and then post it as an open position for the following school year.
3. If the Board approves a second consecutive year of a leave of absence for unpaid leave by reason of illness or disability, the Board will fill that position with a teacher employed on a regular one (1) year limited teaching contract.

#### 6.02 VOLUNTARY TRANSFER

1. Vacancies for bargaining unit positions will be posted on the Firelands Local Schools-intranet system for not less than five (5) work days before filling the vacancies. The President of the Association shall be sent a copy of all posted positions. Certified/licensed staff shall receive an email notice when vacancies are posted. Employees who wish to be considered must have their written requests received in the Superintendent's office by the deadline for application.
2. The posting shall include:
  - a. Name of position(s) available
  - b. Certification/licensure required.
  - c. Deadline for application.
  - d. Effective starting date.
3. An employee may make a prior request to be considered for vacancies occurring in the summer and/or holiday vacations by submitting a written request to the Superintendent's office, which includes: position(s) requested, address, and phone number. The Superintendent and his/her designee will contact by telephone or by mail any teacher who is certified/licensed for the position and who has indicated a desire to transfer to a vacant position and has submitted a prior request. Within seven (7) days after the mailing of any notice or telephone contact, a qualified teacher who wants to be given consideration may apply, in writing, for such vacancies at the Superintendent's office.
4. Internal applicants will be given equal consideration for any opening for which they may be qualified. They will be given the opportunity to interview prior to the Superintendent making his/her decision. Transfers or reassignment will be made after considering training, experience, certification/licensure, teaching ability, compatibility with personnel, and length of service in the District. The Superintendent shall make all assignments as he/she determines to be in the best interest of the Firelands Local School District.

### **6.03 INVOLUNTARY TRANSFER**

1. An involuntary transfer shall be made only after first considering volunteers.
2. Employees shall not be involuntarily transferred without first having an opportunity for a conference with the Superintendent if requested, and being notified in writing at the earliest possible time before the effective date of the transfer.
3. After considering training, experience, compatibility with personnel, certification/licensure, teaching ability and the length of service in the District, all transfers shall be made by the Superintendent as he/she determines to be in the best interest of the Firelands Local School District. If requested by the employee, the Superintendent shall give a reason for an involuntary transfer. The reason given shall not be grievable.
4. Employees who have been involuntarily transferred or reassigned shall retain the right to request assignment to open positions as they are posted.
5. Within five (5) days of notification, any teacher involuntarily transferred after May 30, but prior to August 1, may be released from his/her contract upon application to the Superintendent.

### **6.04 CHANGE IN TEACHING ASSIGNMENT/BUILDING TRANSFER**

Any classroom teacher desiring a change in teaching assignment or building transfer for the succeeding school year shall so indicate prior to March 1 on the "Teaching Plans for Next Year" form. This form serves as notice of availability but does not replace the procedure in **Section 6.02**.

### **6.05 ARTICLE VI DOES NOT APPLY TO SUPPLEMENTAL CONTRACTS**

**Article VI** does not apply to supplemental contracts.

### **6.06 JOB SHARING**

1. Two (2) teachers who are qualified and certified/licensed for the same position may be granted, upon recommendation of the Superintendent and with the approval of the School Board, the opportunity to share a job. These teachers shall each be credited with a full year of seniority and a full year of credit for placement on the salary schedule for each year they participate in job sharing. These teachers will waive their right to full-time employment until full-time positions become available. Job sharing will not be permitted unless requested by the employees and specifically recommended by the Superintendent for approval by the School Board.
2. At the end of each academic year, the teachers involved in job sharing and the building principal will review the program. At this time, the teachers should offer their input on improving the program for the next academic year along with their requests for time scheduling. The administration will attempt to comply with the wishes of the job-sharing teachers, but reserves the right to schedule working hours and classes as needed to administer the job-sharing program.
3. Teachers involved in the job-sharing program will be employed on a one-half time basis and therefore will receive a minimum of one-half the planning time found in **Section 15.14** based on grade level and fifteen (15) minutes of lunch per day. The starting and ending

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

4. If one (1) of the job-sharing teachers becomes unable to continue the job-sharing program, the remaining job sharing teacher shall fill the full time position until the absent teacher returns to the system.
5. At the conclusion of each academic year, each job-sharing teacher may apply for any available full time position. The remaining job-sharing teacher may accept the open full-time position, or they have the option of resigning from the system, unless a job-sharing teacher can be found outside the system that is acceptable to the administration.

## ARTICLE VII

### TEACHER EVALUATIONS

The evaluation procedures set forth in this Article shall apply to all non-OTES teachers.

#### **7.01 EVALUATION**

1. The Teacher Evaluation Procedures referenced in this Article shall be the only procedure used for the evaluation of teachers. If the Association or Board wants to amend the Teacher Evaluation Procedure, either party may request in writing that a Committee be formed to conduct a review of the procedure in accordance with **Section 7.01, 2**.
2. A committee of as many as four (4) teachers appointed by the FEA will work cooperatively with a committee of as many as four (4) administrators appointed by the Superintendent in developing a mutually agreeable evaluation procedure and form(s). When a mutually agreeable procedure and form(s) have been developed, they will be presented to the Firelands Board of Education and the Firelands Education Association for their consideration and ratification. Both parties shall implement the new procedure and form(s) at the beginning of the school year following ratification.
3. The current procedures and forms, as well as any subsequent amendments that may result from **Section 7.01, 1-2**, shall supercede ORC 3319.111.

#### **7.02 LIMITED CONTRACTS**

1. Teachers employed under limited contracts, except those employed by the Firelands Local Schools prior to January 1, 1990, will be evaluated in accordance with the procedures outlined below, using the Teacher Evaluation Form attached as **Appendix C**.
2. One (1) evaluation shall be conducted and completed not later than the fifteenth day of January and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the twenty-fifth day of January. A second evaluation shall be conducted and completed between the tenth day of February and the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May.
3. These evaluation procedures shall include:
  - a. At a minimum, one (1) formal observation of thirty (30) to sixty (60) minutes of the teacher being evaluated by a Firelands administrator will take place prior to each evaluation. A post-observation conference will follow each observation within five (5) work days. No observation will take place during the first week that school is in session or during the three (3) days prior to or three (3) days following Christmas vacation or Spring break.
  - b. A written evaluation incorporating the Teacher Evaluation Form will be provided for the teacher. This form will include commendations when appropriate and specific recommendations regarding any improvements needed in the performance of the teacher. When the need for improvement is stated, the means by which the teacher may obtain assistance will be provided. The evaluation will be based on the formal observation(s). The Teacher Evaluation Form will be shared in an evaluation conference between the teacher and the evaluating administrator.

- c. Three (3) copies of the Teacher Evaluation Form are to be signed by both parties. One (1) copy is for the principal, one (1) for the Superintendent (to be placed in the teacher's permanent file) and one (1) for the teacher.
- d. The teacher may submit a statement of rebuttal. He/she must submit (3) copies of such rebuttal within ten (10) school days of the evaluation conference. The rebuttal will become permanently attached to all three (3) copies of the Teacher Evaluation Form.
- e. Certificated/Licensed staff members who work under this agreement but who are in non-traditional/non-classroom settings, such as school counselors, will be evaluated via the Non-traditional Teacher Evaluation Form (**Appendix C**). They are not subject to the formal observation format.

### **7.03 CONTINUING CONTRACTS**

1. Non-OTES teachers who are employed under continuing contracts and those employed via a limited contract and employed by the Firelands Local Schools prior to January 1, 1990, with no identified performance deficiencies, will be formally evaluated at least one (1) time in a given three (3) year period. This evaluation will include a minimum of one (1) thirty (30) to sixty (60) minute classroom observation. A post-observation conference will be held with the teacher within ten (10) working days of the observation. An evaluation conference will also be held.
2. Teachers, as defined in **Section 7.03, 1**, with identified performance deficiencies may be evaluated in accordance with the procedures utilized for limited contract teachers.
3. Continuing contract personnel will be evaluated by alphabetical grouping A-F, G-M, N-Z, under the name at the time of adoption of this article and for all further hires the name at which he/she was hired, with one group being assessed annually.

## ARTICLE VIII

### REDUCTION IN FORCE

#### 8.01 REASONS FOR REDUCTION IN FORCE (RIF)

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

1. Decrease in student enrollment.
2. Administrative assignment of job sharing members to full time positions, according to seniority.
3. Return of members from leaves of absence.
4. Suspension of schools or territorial changes affecting the District.
5. Financial reasons to continue all present programs. A RIF under this Section (8.01, 5) shall be limited to attrition plus five (5) full time positions.
6. No specialist teacher shall be reduced with the intention of any regular classroom teachers teaching any specialist subjects (e.g. art, music, etc.) to any students other than their own regular classroom students.

#### 8.02 FORMATION OF THE SENIORITY LIST

- A. The Seniority List shall be made available in each principal's office by January 15 of each school year.
- B. The Seniority List shall be divided into categories, with each category representing a different area of certification/licensure. Each category shall consist of:
  1. Members holding continuing contracts shall be listed first and ranked according to continuous service in the District.
  2. Members holding limited contracts shall be listed second and ranked according to continuous service in the District.
  3. Members employed on a temporary certificate basis shall be listed third and ranked according to continuous service in the District.
  4. Each category shall include the date of initial continuous employment for each member.
- C. Member(s) using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall member(s) gain additional seniority for the time on leave, i.e., a leave of absence shall not break a member(s) continuous employment
- D. If a tie occurs in seniority regarding years of service, the teacher with the earliest date of Board action to employ will be considered most senior. If a tie still remains, the teacher with the earliest date of application will be considered most senior. If a tie still remains, the tie will be broken by flip of a coin.

### **8.03 NOTIFICATION**

- A. If one (1) or more of the reasons set forth in **Section 8.01** occur, the Superintendent shall meet with and notify the President in writing no later than twenty-one (21) calendar days before the Board meeting at which the action is to be taken. The notification shall include the reason(s) for the RIF, the position(s) to be eliminated or not filled, the date of the Board's action to implement the RIF, and the effective date of the RIF.
- B. Within twenty-one (21) days of the authorization of a reduction in force by the Board, all affected individuals shall be notified in writing of the action taken. Notification shall occur at the end of the school day. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the Board's action to implement the RIF.

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

### **8.04 PROCEDURE FOR REDUCTION IN FORCE**

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

- A. Reductions shall first occur by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.
- B. Member(s) holding temporary certificates in affected teaching fields shall be the first to have contract(s) suspended.
- C. Should it still be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall then be reduced utilizing the following order:
  - 1. Certification/Licensure within the affected teaching field.
  - 2. Comparable evaluations as defined in this Agreement.
  - 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- D. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
  - 1. Certification/Licensure within the affected teaching field.
  - 2. Comparable evaluations as defined in this Agreement.
  - 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

- E. When reducing staff with comparable evaluations in accordance with the categories outlined above, a member affected by the RIF shall be transferred to a position held by another member who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certificate in that area.

#### **8.05 COMPARABLE EVALUATIONS**

For the 2014-2015 and 2015-2016 school years, all teachers shall be considered comparable for the purposes of Reduction in Force. Thereafter, comparable evaluations shall be defined as follows:

- a. All Accomplished and Skilled rated teachers will be deemed comparable.
- b. All Developing rated teachers will be deemed comparable.
- c. All Ineffective rated teachers will be deemed comparable.

#### **8.06 INSURANCE AND BENEFITS**

A teacher who has been laid off may remain an active participant in insurance programs by contributing the amount of the premium necessary to maintain such fringe benefits (COBRA).

#### **8.07 FORMATION OF THE RECALL LIST**

- 1. A member whose contract is suspended in a RIF shall be placed on a Recall list.
- 2. The list shall include:
  - a. Member's years of continuous service in the District.
  - b. Subject(s) and/or grade level certified/licensed to teach.
  - c. Type of contract held at the time of suspension.
  - d. A member shall verify new area of eligibility by filing any new certification/licensure in the Superintendent's office.

#### **8.08 PROCEDURE FOR RECALL**

- 1. A member on the Recall List shall be offered a position for which he/she is certified/licensed as positions become available in the reverse order of the RIF. A member whose contract is suspended in a RIF shall be placed on a recall list. Teachers employed under limited contracts shall remain on the recall list thirteen (13) months from the effective date (August 5) of suspension of his/her contract. Teachers employed under continuing contract shall remain on the recall list for five (5) years from the effective date of his/her contract.
- 2. If a vacancy occurs, the Administration will send a certified letter to the last known address of all members on the recall list who are qualified according to those provisions. It is the member's responsibility to keep the Board informed of his/her current address. All members are required to respond in writing to the Superintendent within seven (7) calendar days of receipt. Any member who fails to respond within seven (7) calendar days of receipt

or within fifteen (15) days of date of mailing, or who declines to accept the position (except as provided in **Section 8.08, 4**), will forfeit all recall rights.

3. The Board shall not hire new teachers while there are member(s) on the Recall List who are certificated for the vacancy, unless all eligible members on the Recall list decline a position or fails to respond.
4. A member who refuses to accept a position offered which is for a greater or lesser number of hours than the position held by the member at the time of RIF shall not be removed from the Recall List except as provided in **Section 8.08, 2**.

## ARTICLE IX

### PERSONAL AND ACADEMIC FREEDOM

#### 9.01 CONSTITUTIONAL RIGHT OF PRIVACY

A bargaining unit member's constitutional right of privacy shall be fully respected. Bargaining unit members shall perform their professional tasks free of discrimination. Teachers shall be directed by and held responsible for teaching the material in the Board adopted course of study. When teaching the material from the course of study in the classroom, the teacher shall be free from censorship and artificial restraints upon free inquiry and learning. The maintenance of the intellectual atmosphere, which is implied here, will necessarily depend upon the discretion of the administration and the objectivity and wisdom of the teaching staff in selecting supplemental materials, methods and activities to be used in the classroom.

#### 9.02 STUDENT GRADES

Each teacher has the final authority to grade students in his/her charge according to the system devised by the administration for uniform use throughout the District. Student grades shall be determined pursuant to this uniform grading system. Student grades shall be a reflection of the level of difficulty for a given course, along with a comprehensive assessment of a student's effort and achievement during the grading period. A change in a student's grade without the teacher's consent will occur only if it has been demonstrated that the grade was not given in accordance with the uniform grading system or in accordance with the teacher's grade book, or where it can be clearly demonstrated that the grade was not determined pursuant to the above state criteria. Notice of any such change will be given to the teacher, the student's parent(s), and the Superintendent.

#### 9.03 STUDENT DISCIPLINE

1. The responsibility for the maintenance of proper student discipline and order within each school building is recognized as being the shared responsibility of the teachers and administration.
2. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of student discipline and order.
3. Provisions for student conduct shall be included in student handbooks for each building. Each teacher shall be given a copy of the handbook.

#### 9.04 TEACHERS RIGHT TO FILE CRIMINAL CHARGES

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

#### 9.05 TECHNOLOGY UTILIZATION

1. Teachers shall be permitted to use Board provided computers and electronic devices. Any teacher who desires to utilize software other than that provided by the Board must receive approval from the District Technology Coordinator. The District technology staff must complete all installations of such software in a timely manner.

2. All bargaining unit members will adhere to the District's Computer Network and Internet Acceptable Use Policy for Staff (**Appendix F**).

**9.06 SUBSTITUTE TEACHERS**

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

## ARTICLE X

### LEAVE OF ABSENCES

#### 10.01 LEAVE OF ABSENCE

1. Leave of absence is understood to mean a period of extended absence from duty by an employee of the Board of Education for which written request has been made by the employee and formal approval has been granted by the Board of Education, or without the request of the employee, a period of extended absence from duty granted by the Board of Education to an employee as provided by O.R.C. 3319.13.
2. Leave of absence shall be granted for the following reasons:
  - a. Personal illness
  - b. Disability
  - c. Parental Leave
  - d. Military service
3. Leave of absence may be granted for the following reasons:
  - a. Election or appointment to public office
  - b. Sabbatical and study leave
  - c. Full-time participant in an overseas teaching program
4. All leaves of absence are without pay.

#### 10.02 LENGTH OF LEAVE OF ABSENCE

1. Leaves of absence for any purpose shall not extend for a longer period than two (2) school years except in the case of disability retirement in which case the length of the leave shall be governed by the applicable Ohio statute, and in the case of military leave which shall be governed by the applicable Ohio statute.
2. Except for personal illness, disability, parental leave or military service, no leave of absence shall begin between the opening date of school and the closing date of school, both dates included, in any school year.
3. Except for personal illness, military service, parental leave, no leave of absence shall terminate between the opening date of school and the closing date of school, both dates included, in any school year.

#### 10.03 REQUEST FOR LEAVE OF ABSENCE

1. Employees requesting a leave of absence by reason of overseas teaching, election or appointment to public office, or for educational or professional purposes shall file a written application for such leave with the Superintendent not later than April 1st of the school year preceding the school year for which such leave is requested.
2. Upon the approval of the Board, such leave may be granted for one (1) school year. Such leave may be extended for (1) additional school year, with the approval of the Board, by the employee's filing of a written request for such extension not later than April 1st of the school year preceding the school year for which such extended leave is requested.

3. Employees requesting a leave of absence by reason of personal illness, disability or military service shall file a written application for such leave with the Superintendent as far in advance of the starting date for the leave as possible. In no event may the application be filed less than fifteen (15) school days prior to the requested starting date. (For personal illness, this time requirement shall be waived upon a doctor's verification of extenuating circumstances.)
4. Upon receipt of the application, the Board shall approve such leave. Such leave shall be extended upon receipt of a written request for such extension filed by the employee with the Superintendent at least thirty (30) days prior to the starting date of the requested extension. The Superintendent has the right to waive this time requirement due to extenuating circumstances.

#### **10.04 PARENTAL LEAVE**

1. Parental leave is an unpaid leave taken for the birth of a child, to care for the newborn, and/or legal placement of a child with the employee and to care for the newly placed child.
2. Any request for unpaid parental leave by an employee shall be submitted in writing to the Superintendent as soon as practical, preferably at least thirty (30) days in advance of the approximate starting date. This time requirement shall be waived upon a doctor's verification of extenuating circumstances.
3. Upon receipt of the request, the Board shall approve such leave for the remainder of that grading period, semester, or school year, whichever the employee requests. The leave shall be extended for an additional grading period, semester or school year upon receipt of a written request for such extension filed by the employee with the Superintendent at least thirty (30) days prior to the starting date of the requested extension.

#### **10.05 RETURN FROM LEAVE OF ABSENCE**

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

#### **10.06 LEAVE OF ABSENCE AND SALARY INCREMENTS**

1. Only leaves for military service shall be considered valid for increments on the salary schedule. The number of increments shall be the minimum required by law.
2. Additional compensation shall be granted for additional graduate credit gained while on sabbatical and study leave providing the graduate credit hours are sufficient to meet the requirements of the salary schedule in effect at the time of the employee's return from leave.

#### **10.07 EMPLOYMENT UPON RETURN FROM LEAVE**

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

3. An employee must notify the Superintendent or designee of his/her intent to return from a leave of absence no later than May 1 of the year in which leave was granted.
4. Exceptions may be made to the above regulations upon the recommendation of the Superintendent and the approval of the Board of Education.

**10.08 SICK LEAVE**

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

Unused sick leave may be accrued to a maximum of three hundred (300) days.

2. Each new employee who has no accumulated sick leave shall be advanced five (5) days of sick leave when his/her contract begins. These days shall be counted as one-third (1/3) of the fifteen (15) days to be earned during the year.
3. An employee must notify the Superintendent or designee of his/her intent to return from a leave of absence no later than May 1 of the year in which leave was granted.
4. Employees who work part-time shall be entitled to sick leave for the time actually worked, pro-rated at the same rate as full-time employees.
5. Sick leave may be used in one-quarter (1/4), one-half (1/2) and full day increments. One-quarter (1/4) of a day shall be two (2) instructional periods, one (1) block or two (2) hours.
6. The Board shall notify each teacher in writing of their sick leave accumulation on the first check in September, January, and May.
7. Sick leave may be used for the following reasons and conditions:

- a. Personal Illness

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

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

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

- c. Death of a Relative - Employee shall be allowed to use up to five (5) days of sick leave for the death of a spouse, children, mother, or father. Up to three (3) days shall be allowed for the death of other relatives. Additional days may be granted for out of state travel at the discretion of the Superintendent. Up to one (1) day shall be granted for a non-relative at the discretion of the Superintendent.
- d. Exposure to Contagious Disease - In the case of exposure to contagious disease, the approval of a physician must be presented for the entire period of absence.

- e. Pregnancy - The use of sick leave for pregnancy is authorized during such time the condition prevents the employee from performing her job responsibilities.
  - f. Teachers may use up to six (6) weeks of accumulated sick leave for the adoption of a non-school age child. Teachers may use up to ten (10) days of accumulated sick leave for the adoption of a school age child. Any sick leave used related to the adoption will count toward family medical leave.
8. Employees shall be required to submit sick leave request and may be required to furnish a written, signed statement to justify the use of sick leave in excess of three (3) days. If medical attention is required, the employee statement shall list the name and address of the attending physician and the dates consulted. Falsification of a statement is grounds for suspension or termination of employment under Sections 3319.081 and 3319.16 of the Ohio Revised Code.

Absence Forms (Form P-3) are available in each building office for the purpose of complying with this section. Employees are responsible for completing this form each time they are absent.

9. A statement from a licensed physician shall be required for absences of three (3) days or more due to illness or pregnancy.
10. In order to return to work following an illness or other disability, an employee must be able to carry out his/her job responsibilities to the satisfaction of the Superintendent or his/her designee, and if requested, produce a medical statement verifying the employee's ability to come back to work.
11. For each member, who on September 1<sup>st</sup> of any school year, has the maximum number of accumulated sick leave days allowed under **Section 10.08, 1**, a temporary sick leave account shall be created which shall be credited with fifteen (15) sick leave days. Any sick leave days used during that school year shall be first charged against this temporary sick leave account. Any sick leave days remaining in this temporary sick leave account at the end of that school year shall be eliminated.

#### **10.09 CATASTROPHIC LEAVE**

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

1. When a catastrophic leave becomes imminent, the individual shall contact the Superintendent in writing and request the use of catastrophic leave. The Superintendent may approve or deny the use of catastrophic leave.
2. Once the employee has exhausted his/her accumulated sick leave and has been advanced five (5) days as required by law, then the District will advance up to an additional ten (10) days if approved by the Superintendent.
3. The days given under the catastrophic leave plan are an advance of the sick leave that the employee is expected to earn through continued employment with the Firelands Local School District. The employee's sick leave record will show a deficit balance until such time as he/she has earned the advanced sick leave. No other sick leave will be advanced until the employee's sick leave accumulation reaches a positive balance.

4. If the employee severs employment with the Firelands Local School District prior to the repayment of these advanced sick days, the District has the right to recoup the cost of these advanced days from any funds owed to the employee.
5. No employee shall use catastrophic leave to postpone applying for disability retirement.

#### **10.10 PERSONAL LEAVE**

1. Purpose and definition – personal leave is designed to cover legitimate reasons for absence, which are not covered in the Sick Leave policy, for the purpose of attending to personal business that cannot be conducted outside the regular school day or for personal reasons over which the teacher has no control.
2. All certified/licensed teachers shall be granted three (3) days of personal leave each year (July 1-June 30). Any certified/licensed teacher who has accumulated seventy-five (75) sick leave days while employed in the Firelands Local Schools shall be granted one (1) additional day of personal leave (total of four (4), per year).
3. Requests for personal leave must be submitted two (2) school days in advance to the Superintendent's office via the school secretary. In case of emergency, this provision may be waived. However, any waiver decision by the Superintendent shall not set precedent for future requests for waiver.
4. The Superintendent or his/her designee must approve all personal leave days.
5. Personal leave days may not be taken the first five (5) days or the last five (5) days with students in session, or three (3) days prior to or following a holiday or vacation. Personal leave days may not be taken on Parent-Teacher Conference Days, Waiver Days, or Open House Day. In case of emergency or unusual circumstances, this provision may be waived. However, any waiver decision by the Superintendent shall not set precedent for future requests for waiver. Personal leave days may be taken directly before or after NEOEA Day, Martin Luther King Day and Presidents Day.
6. For the graduation of a spouse, child, parent or grandchild from high school or college, or a wedding of a child, parent, or grandchild, an exemption from the time limitations of **Section 10.10, 3** shall be allowed for one (1) day of personal leave to be used for travel time (if more than one hundred fifty (150) miles) or for attendance (if the graduation day falls on a work day).
7. Personal Leave Days may not be taken for any purpose covered by any other form of leave available from the Board, including sick leave.
8. Falsification of personal leave is grounds for termination of employment.
9. Personal leave may be used to prepare for the departure of a spouse or child who is called to active duty. The restrictions listed in **Sections 5** and **7** above shall not apply to personal leave used for this purpose.
10. These days shall be non-accumulative as personal days. Unused personal leave as of June 30 will automatically convert to sick leave on July 1. The calculated conversion of unused personal days to sick days for employees choosing to retire prior to June 30 will be calculated as of the early retirement date.

11. No more than five (5) teachers shall be permitted a Personal Leave Day on the same day in grades K-5, 6-8, or 9-12. During the months of April, May, and June this limit shall be three (3) teachers per day.

#### **10.11 PROFESSIONAL LEAVE**

1. A professional meeting is defined as one that offers opportunity for the professional growth of the employee and/or is in the best interest of the School District as determined by the Superintendent.
2. The attendance at professional meetings is subject to the approval of the Superintendent or his/her designee.
3. A "Professional Meeting Request Form" must be submitted to the Superintendent or designee three (3) days prior to the meeting date.
4. Reasonable expenses, including mileage, will be paid upon completion of the required documentation to the Treasurer. No advance expenses shall be paid.
5. The number of meetings approved will be limited by the amount designated for professional meetings in the annual appropriations. The Board, at its discretion, will attempt to appropriate at least two thousand dollars (\$2,000) per year for professional meetings providing financial conditions deem this allowance to be prudent.
6. Employees, at the request and approval of a building administrator, will be granted Professional Leave to attend Firelands Local School class or grade level trips as a working chaperone.
7. Employees, who are ordered to appear at court for a school related incident, or student related case, will be granted "Professional Leave" to attend such events.

#### **10.12 LEAVE FOR ATTENDANCE AT ASSOCIATION MEETINGS**

1. Elected officers or delegates to the Northeast Ohio Education Association, the Ohio Education Association, and the National Education Association shall not suffer loss of pay for attendance at meetings to which they are elected, up to a maximum of three (3) days per year.
2. The Firelands Board of Education shall pay no expenses for attendance at such meetings.
3. When it is necessary for an official representative of the FEA to engage in FEA activities directly relating to the FEA's duties as representative of the bargaining unit members during the school day, they may be given such free time, without loss of pay as is necessary to perform any such activities. The FEA and its officers recognize and agree that this privilege should not be abused.
4. Association members should submit a request for professional leave on the school intranet system when requesting Association Leave under this provision.

### 10.13 ASSAULT LEAVE

1. "Assault" means the causing of physical harm to a teacher by any person when such teacher charges such person with an offense prohibited by Title Twenty-nine (29) of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, Assault Leave shall be granted to a teacher who:
  - a. Is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault which is unprovoked, and
  - b. May file criminal charges against his/her assailant as soon as he/she is physically able after meeting with the Superintendent.
3. Assault Leave shall be granted for the period of the employee's physical disability or thirty (30) work days, whichever is less. If the duration of the physical disability exceeds thirty (30) workdays, the employee may apply for an extension of Assault Leave, which will then be considered and acted upon by the Superintendent. In no event shall Assault Leave exceed the actual duration of disability.
4. A teacher shall be granted Assault Leave according to the following rules:
  - a. The incident, resulting in the absence of the teacher, must have occurred during the course of employment with the Board, while on the Board premises, or at a Board approved or sponsored activity/event, or in the course of transporting pupils or material to or from said premises, activity, or event.
  - b. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been confirmed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement detailing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
  - c. To qualify for Assault Leave the teacher shall furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave.
  - d. A teacher shall not qualify for payment of Assault Leave until the Assault Leave Form (**Appendix D**) and any requested physician's statement have been submitted to the Superintendent.
  - e. Teachers shall not be permitted to accrue Assault Leave.
  - f. Payment for Assault Leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault, and supplemental contracts will be prorated to amount of work completed.
  - g. Payment under this Section shall constitute the teacher's entire compensation from the Board during the period of physical disability minus Worker's Compensation or other disability-related compensation, during the allowable period of absence.

#### **10.14 JURY DUTY**

The Board of Education shall pay a regular employee, including hourly and per diem employees, the difference between such employee's regular compensation and the remuneration received by him/her for serving as a juror. Jury Duty shall not be deducted from sick or personal leave. If an employee is summoned and reports for jury duty but does not serve that day, he/she is required to contact his/her immediate school supervisor.

#### **10.15 SABBATICAL AND STUDY LEAVE**

1. Certificated teaching personnel with at least five (5) years of teaching service in the Firelands Schools may be granted a leave of absence for one (1) year of advanced professional study at a recognized college or university or other approved program of study upon meeting the following criteria:
  - a. Application for the study leave shall be made no later than April 1 of the school year preceding the year for which the leave is sought. The request must include the following:
    - 1) A proposed program of unified college (graduate level) studies or independent study in an area related to professional education which is mutually agreed upon by the applicant and the Superintendent;
    - 2) A rationale indicating how the proposed program of study will benefit the individual in his/her area of teaching, and how the proposed program of study will benefit the Firelands School District.
    - 3) Any other materials the applicant wishes to submit.
  - b. Certified/licensed personnel seeking such sabbatical or study leave are eligible to have same granted by the Board upon the recommendation of the Superintendent if the above criteria are met, and if no more than five percent (5%) of the certificated staff is on such leave at any one time. The Superintendent will advise the applicant of his/her recommendation regarding the leave prior to Board action. The applicant may confer with the Superintendent to discuss the basis for his/her recommendation and shall have the right to be accompanied by a representative of his/her choice at such meeting.
2. Tenure rights shall be preserved for personnel on sabbatical or study leave. The teacher may participate in the group insurance program, subject to the rules of the carrier, by requesting such in writing to the Treasurer and by submitting to the Treasurer a check by the first of each month to cover the full cost of the premium(s).
3. Obligations – Upon completion of leave, each grantee shall submit to the Superintendent, evidence of having completed the proposed plan of study. A written agreement signed by both parties shall stipulate the obligations and the privileges as set forth in this Section.
4. The Superintendent and Board agree to view each application on its own merits and to base their decision upon whether or not the proposed leave will benefit Firelands Schools.
5. Employees on professional study leave shall notify the superintendent in writing by April 1 preceding the year of their intended return.

## **10.16 FAMILY AND MEDICAL LEAVE (FMLA LEAVE)**

1. A member of the bargaining unit who has been employed in the Firelands Local School District for at least twelve (12) months, and who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) months, is eligible for FMLA leave.
2. Leave under the FMLA guarantees the continuation of paid medical insurance during the period of the leave. (Employee must continue to pay their share of monthly premium.) A member of the bargaining unit who applies and is qualified may take up to twelve (12) weeks of FMLA leave in any twelve (12) month period. That twelve (12) month period begins the first day of the leave approved under the FMLA.
3. Leave under FMLA may be taken for the following reasons:
  - a. The birth of a child, and to care for the newborn child.
  - b. The placement with the employee of a child for adoption or foster care, and to care for the newly placed child.
  - c. To care for an immediate family member (spouse, child or parent) with a serious health condition.
  - d. When the employee is unable to work because of a serious health condition.
  - e. A qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty, or has been notified of an impending call or order to active duty.
  - f. To care for a covered service member or veteran with a serious injury or illness incurred through the line of duty, if the employee is the spouse, child, parent, or next of kin of the service member.
4. Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement. Spouses employed by the same employer may be limited to a combined total of twelve (12) weeks for the birth or placement of a child.
5. If a bargaining unit member has accrued sick leave and the reason for the FMLA leave is a serious health condition or leave due to pregnancy as certified by their physician, they must use their accrued sick leave during their approved FMLA leave.
6. Application for leave under FMLA must be made thirty (30) days in advance when the need is foreseeable and as soon as practical when the need is not foreseeable.
7. Failure by the employee to apply for leave under FMLA does not prohibit the employer from placing the employee on FMLA leave when the employee is absent due to a covered reason.
8. Rules governing the eligibility and application of **Section 10.16** will be those in the current FMLA, and the implementing policies adopted by the Board of Education.

## **10.17 UNPAID LEAVE**

- A. Teachers may be granted unpaid leave days upon request to the Superintendent and/or Designee.
- B. Absence from school under circumstances other than those listed elsewhere in this Agreement, or as outlined in previously adopted Board of Education regulations, must be

approved by the Board of Education or designee. Upon approval, deductions in salary of the absent teacher will be calculated in the following manner:

1. The multiplier for determining per diem deductions for unpaid absences shall be the number of contract days. Contract days shall be defined as duty days as set forth in the adopted school calendar.
2. Salary deductions for any unpaid absence less than a full day shall be pro-rated as a fraction of a full day.

## ARTICLE XI

### COMMITTEES AND MEETINGS

#### 11.01 ADVISORY COMMITTEES

1. Advisory committees, for the purpose of improving communications between the teaching staff and the administration, may be formed in each building when the need arises.
2. The respective building staffs should elect committee members.

#### 11.02 DEPARTMENTAL AND GRADE/SUBJECT LEVEL MEETINGS

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

#### 11.03 IAT, MFE, SPECIAL EDUCATION MEETINGS

A minimum of twenty-four (24) hours of notice must be given to members who are expected to attend IAT, MFE, IEP, or Special Education related meetings.

#### 11.04 HEALTH CARE COMMITTEE

1. A committee of up to four (4) representatives from FEA, up to four (4) representatives from OAPSE, and up to four (4) representatives of the Board of Education shall be created and charged with reviewing and recommending changes in the Board's health insurance plan.
2. The Health Care Committee shall annually elect a chairperson and recording secretary.
3. Regular minutes shall be kept and shared with all employees.
4. The Health Care Committee shall meet four (4) times per year. Additional meetings may be scheduled as needed.
5. The Health Care Committee shall regularly be provided with health insurance data including enrollment levels, claims versus premiums, and such other data as members of committee believe are needed for informed decision making. All information shared shall be in compliance with HIPPA regulations.
6. The Health Care Committee's responsibilities include the following:
  - a. Review annual and historical insurance costs
  - b. Examine utilization patterns
  - c. Consider employee wellness and fitness options
  - d. Consider various cost containment options
  - e. Review and propose any needed changes to health care plan
  - f. Utilize consultants provided by LERC
  - g. Communicate general health care policies to all employees
7. On or before April 1<sup>st</sup> of each year, the Health Care Committee shall consider changes in program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible.

8. All decisions shall be made by consensus and a report of these changes shall be submitted to the FEA President, the OAPSE President, and Board upon satisfaction for ratification. Changes shall be effective January 1<sup>st</sup>.
9. If consensus cannot be reached, the Health Care Committee shall prepare a majority report and submit it to the FEA President, the OAPSE President, and the Superintendent for review. Majority report recommendations shall only be implemented through the collective bargaining process.
10. This committee does not have the authority to change, modify, or amend the negotiated agreements between parties, and is not responsible for determining methods of disbursement of benefits for association membership. Such matters are the responsibility of the individual associations via negotiations with the Board of Education.

#### **11.05 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

1. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, professional development units, and/or other equivalent activities that are based on improving student achievement, pursuant to ORC 3319.22.
2. Composition
  - a. Five (5) teacher representatives shall be appointed by the FEA President's recommendation.
  - b. Three (3) administrative representatives will be appointed by the Superintendent.
  - c. The appointed LPDC representatives shall elect a chair and two (2) recorders from their membership.
3. Guidelines
  - a. The LPDC shall set and post their meeting dates and list of members in each building by September 15<sup>th</sup>.
  - b. The handbook developed by the LPDC, and amended as necessary, will serve as the governing document for the LPDC.
  - c. All decisions of the LPDC will be made by majority vote.
  - d. The handbook with any amendments will be given to each staff member.
4. Compensation
  - a. Members will be paid per meeting attended, based on eleven (11) meetings per year.
  - b. Payments will be made bi-yearly; January and June.

#### **11.06 SPECIAL EDUCATION COMMITTEE**

1. A Special Education Committee shall be established. The Board of Education representatives shall include the Special Education Supervisor, Psychologist, and two (2) District administrators. FEA members shall include a regular education teacher and a special education teacher from each building appointed by the FEA President.
2. The purpose of the Committee shall be to study, review, and recommend effective and consistent Special Education Practice, as well as, address and resolve current issues related to Special Education Services within the District.

3. The Committee shall meet at least quarterly at mutually agreeable time. The Committee may meet more often as appropriate. Release time shall be provided, when necessary, to all members of the Committee. An agenda of items to be addressed at each meeting shall be submitted to each party at least one (1) week prior to each scheduled meeting.
4. At the end of each school year, the Committee shall submit a report to the Superintendent and Board of Education regarding recommended changes to the District's Special Education practices. Such recommendations may include, but are not limited to, changes in current practices, staff training related to Special Education, communication among the administration and special education staff, use of Special Education staff, and consideration of Special Education models used in other Districts.

#### **11.07 SUPPLEMENTAL JOB DESCRIPTION COMMITTEE**

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

## ARTICLE XII

### BOARD'S RIGHTS AND RESPONSIBILITIES

#### 12.01 MANAGEMENT RIGHTS

1. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of the judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Master Contract and Ohio Statutes; and then only to the extent such specific and express terms hereof and in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

#### 12.02 EMPLOYMENT PRACTICES AND CONDITIONS

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

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### 13.01 DEFINITIONS

1. "Immediate Supervisor" shall mean the employee having immediate supervisory responsibility over the grievant.
2. "Grievance" shall mean a claim by a teacher that there has been a violation, misinterpretation or misapplication of the Professional Negotiations Agreement between the Association and the Board, unless otherwise set forth in the Agreement.
3. "Grievant" is defined as a teacher, group of teachers, or the Association initiating a grievance. When more than one (1) teacher is part of a grievance, the grievance shall be signed by a teacher or teachers representing the affected group. All teachers allegedly involved or the class shall be identified by name on the written grievance and shall be given written notice by the Administration of the filing of the grievance.
4. "Days" shall mean Monday through Friday, excluding holidays.

#### 13.02 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. The grievant has the right to Association representation at all levels of the grievance procedure.
2. The purpose of these procedures is to secure equitable solutions to grievances at the lowest level by the administrator having authority to resolve the grievance. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
3. The Association has the right to be present for the adjustment of any and all grievances.
4. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the grievance procedure.

#### 13.03 TIME LIMITS

1. The number of days indicated at each step in the procedure shall be the maximum.
2. If grievant does not file a grievance in writing within twenty (20) days after occurrence of the act of conditions on which the grievance is based, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step, and further appeal shall be barred.
4. Failure at any step of these procedures to communicate in writing the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

5. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested, with the date of receipt recorded thereon. Where hand delivered, receipt shall be acknowledged with each party signing duplicate copies. Time shall be computed from the date of posting for the sender and from receipt for the receiver.
6. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year. During the summer months, either party may extend the time limits by no more than ten (10) days. These time limits may be extended further by agreement of both parties.
7. Hearings, up to and including Step 3, shall be scheduled by mutual agreement. Step 4 meetings shall be set by the arbitrator after consultation with the parties.

#### **13.04 GRIEVANCE PROCEDURE STEPS**

1. Informal Procedure:

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

2. Formal Procedure:

##### Step (1):

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

##### Step (2):

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

##### Step (3):

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal, in writing, to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board of Education. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education. The aggrieved employee shall have

the right to be represented at such meeting by counsel, or by a labor relations consultant, and/or by a representative of his/her employee organization.

The Board of Education shall act upon such appeal no later than its next regular meeting and, within seven (7) days, shall forward a written response of the disposition of the grievance to the grievant, the Superintendent, and the principal.

Step (4):

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

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

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

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

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

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

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

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

### **13.05 MISCELLANEOUS**

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

2. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any files used in the transfer, assignment, or promotion process. No reprisal of any kind shall be taken by or against any participant in the grievance procedures by reason of such participation.
3. A grievance may be withdrawn at any step without prejudice.

## ARTICLE XIV

### PROFESSIONAL COMPENSATION

#### 14.01 CONDITIONS AND INTERPRETATION OF TEACHERS' SALARY SCHEDULE

1. Teachers employed in the Firelands Local Schools must comply with teacher certification/licensure laws and regulations of the Office of Certification/Licensure of the Department of Education of the State of Ohio and the policies and procedures of the Firelands Professional Development Committee.
2. Reclassification because of additional professional training will be made effective with the start of the contract year with submission of proper supporting evidence by August 31 and effective at the beginning of the second semester upon submission of supporting evidence by January 15<sup>th</sup>. Supporting evidence of this additional training shall be an official college transcript or grade record. If supporting evidence is submitted to the Superintendent's office two (2) weeks before the first pay of the school year, the additional compensation will begin with the first full pay of the school year.
3. For new employees to the District, records of all previous teaching experience and transcripts of all educational training must be on file with the Superintendent before salary payment is made to the new employee.
4. A maximum of ten (10) years of public or non-public elementary and secondary teaching experience shall be granted for a new teacher to the Firelands school system for placement on the salary schedule.
5. Full credit up to five (5) years shall be given for military service in the armed forces or auxiliaries thereof of the United States, as defined in Section 3317.13 of the Revised Code. One (1) year of military service shall be twelve (12) months of continuous active military service except that a partial year of continuous active military service of eight (8) months or more shall be counted as a full year.
6. College teaching experience will not be allowed for placement on the salary schedule. Persons receiving credit for college teaching experience at the time of adoption of this salary schedule shall continue to receive allowance for the experience as already granted for placement on the schedule.
7. One (1) year of teaching experience shall be a minimum of one hundred twenty (120) days of classroom teaching under contract in one (1) school year. Day to day substitute teaching shall not count towards the one hundred twenty (120) days.

#### 14.02 PAY PROCEDURES

1. Teachers' salaries are paid over a twenty-four (24) pay, biweekly plan. All salaries and wages will be paid by direct deposit to the participating Federal Reserve financial institution of his/her choice.
2. Direct deposit notices with an itemized statement of wages, salary and deductions, will be distributed electronically on the Wednesday prior to payday whenever possible, with the notices being delivered electronically no later than payday Friday.

In the years where there is a three (3) week gap between pay periods, the Treasurer will notify bargaining unit members at least three (3) months prior to this three (3) week gap.

3. Teachers' retirement, federal income tax, and other deductions are made according to legal status.
4. The multiplier for determining per diem deductions for absence shall be the number of contract days. Contract days shall be defined as duty days as set forth in the adopted school calendar.
5. Compensation for fall or full year supplementals shall be spread over the length of the teaching contract or received upon completion of the duty. Arrangements for payment shall be made with the Treasurer. All winter or spring supplementals will be paid at the completion of duty.
6. Questions regarding pay should be directed to the Treasurer.
7. In the event of an overpayment error, the Treasurer, the employee, and the FEA President or his/her designee (bargaining unit member) will work together to develop a repayment plan. Where feasible, repayment will be completed prior to the end of payment of the employee's current teaching contract. The repayment plan may be extended to twelve (12) months from the date of discovery if the amount of the repayment is greater than five percent (5%) of the employee's base salary.

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

#### **14.03 PAYROLL DEDUCTIONS**

1. Authorized deductions include:
  - a. Federal, State, City and School District income taxes
  - b. Medicare deductions as required by law
  - c. State retirement
  - d. Board provided insurances as authorized by the employee
  - e. Professional dues as authorized by the employee
  - f. United Way contributions as authorized by the employee
  - g. Credit Union deductions as authorized by the employee
  - h. EPAC contributions
  - i. Tax-sheltered annuity payments as authorized by the employee
  - j. U.S. Savings Bonds deducted from twenty-four (24) pays purchased monthly. Monthly deductions must equal the purchase price of a bond
  - k. Ohio Deferred Compensation Plan deductions
  - l. Firelands Schools Endowment Fund deductions
  - m. Roth 403(b) payments as authorized by the employee
2. Employees desiring to place a portion of their earnings into a tax sheltered annuity or the Ohio Deferred Compensation Plan shall advise the Treasurer of the Board of Education in writing.

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

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

3. The Firelands Board of Education will make the necessary provisions so that employees may exercise their option of purchasing tax-sheltered annuities with one (1) of the companies presently holding a contract with the Firelands Board of Education. Any company with no participants will be removed from the list. Additional companies will be accepted if three (3) or more employees sign contracts for said annuity companies and the annuity company agrees to abide by the Firelands 403(b) agreement.
4. The Treasurer shall send notice to a teacher specifying any changes to be made in deductions from that teacher's salary. Usual adjustments in deductions made at the start of a contract year in order to comply with negotiated contract agreements shall be excluded from this requirement.
5. An itemized statement of wages or salary and deductions shall accompany each paycheck.
6. If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.
7. A list of current Tax-sheltered Annuity Companies will be maintained by the Treasurer's Office.

Bimonthly payments will be made to annuity companies billing bimonthly.

#### **14.04 INCLUSIVE PAY FOR BASE SALARY**

The base schedule includes payment for the following:

1. One hundred eighty-four (184) days including one hundred-eighty (180) days when school is open for instruction, four (4) days when teachers are scheduled for teacher meetings and other duties. The four (4) meeting days shall be scheduled as follows:
  - a. Two (2) days before students begin the school year, including the equivalent of one (1) workday being for teacher preparation.
  - b. One (1) day after students complete the school year.
  - c. One (1) day at the end of the first semester, this is intended primarily for records and reports.
2. NEOEA day shall be a non-work, non-school day.
3. The Board will attempt to schedule two (2) early release or two (2) waiver days per year for grade level/department/curriculum and/or general staff meetings.

4. The Board and the FEA agree that the Board may schedule additional early release time for implementation of state mandated education reforms, state required in-service and/or programs related to inclusion, whole language, integrated discipline, block scheduling, proficiency, etc.

#### **14.05 SEVERANCE PAY**

1. Upon retirement, persons who have been in the employ of the Firelands Board of Education for a minimum of three (3) years will be paid for one-fourth (1/4) of their unused accumulated sick leave.
2. Days allowable for payment will be figured by dividing the employee's unused accumulated sick leave, as recorded by the Treasurer, by four (4). (Example, 85 unused, accumulated sick days at retirement divided by 4 = 21.25 days of severance pay.)

In accordance with **Section 10.08**, unused sick leave may be accrued to a maximum of three hundred (300) days.

3. Payment will be based on the employee's average daily rate of pay for the last full year of regular employment.
4. In order to be eligible for severance pay, a person must be an employee of the Firelands Board of Education at the time of retirement.
5. The Treasurer will make severance payment within one (1) year of employee's retirement, but not prior to January 1 following employee's retirement date, and only after the employee furnishes documentation that he/she has been accepted for retirement by either STRS or SERS.
6. A severance payment shall be made only once to a teacher upon retirement and will eliminate all sick leave accrued by the teacher.

#### **14.06 SEVERANCE PAY DEFERRAL PLAN**

1. The Board shall adopt a Severance Pay Deferral Plan that will provide for the deferral of an eligible employee's "Net Severance Pay" (as defined below) by having it mandatorily paid by the Board directly into an annuity contract or custodial account agreement that is designed to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"). For purposes of this Agreement, a retiring teacher's "Net Severance Pay" is equal to (i) the teacher's severance pay under **Section 14.05** of this Agreement, *minus* (ii) any amount of such severance pay that is not payable to the retiring teacher in accordance with **Section 14.07** of this Agreement because it is instead being credited to an account for the retiring teacher under the HRA Plan described in **Section 14.07**. Notwithstanding anything in this Agreement or Board policy to the contrary, the terms of the Severance Pay Deferral Plan (the "403(b) Plan") shall comply with the requirements of this **Section 14.06**.
2. Participation in the 403(b) Plan shall be mandatory for any teacher who meets all of the following requirements:
  - a. The teacher is hired after August 1, 2005.
  - b. The teacher retires and is thereby entitled to Net Severance Pay pursuant to the provisions of **Sections 14.05, 14.07** of this Agreement.

3. The terms of the 403(b) Plan shall include the following:
  - a. If a retiring teacher is a participant in the 403(b) Plan, in lieu of the teacher receiving a cash payment on his or her Net Severance Pay, an employer contribution shall be made on his or her behalf under the 403(b) Plan, in an amount equal to his or her Net Severance Pay.
  - b. Payments shall be made to the 403(b) Plan within the time frames described in **Section 14.05** of this Agreement regarding the payment of severance pay; provided, however, if the payment amount for any calendar year exceeds the maximum amount that may be paid into the 403(b) Plan for such year, the excess shall be carried over to the subsequent year and then paid into the 403(b) Plan. If there is still any excess severance remaining after the contribution in the next calendar year, it will be paid in cash to the retired employee.
  - c. The Treasurer shall be the administrator of the 403(b) Plan, unless the Board delegates administration to a third party administrator. The 403(b) Plan administrator shall be permitted to administer, interpret and operate the plan as the Plan administrator shall deem necessary for compliance with IRC Section 403(b) and applicable regulations (including proposed regulations) and rulings there under.
4. A teacher who is a participant in the 403(b) Plan shall designate as the recipient of the employer contribution of Net Severance Pay, an annuity company or custodial account that is designed to comply with the requirements of IRC Section (403(b) (a “403(b) Contract”). The teacher may select the 403(b) Contract from any provider whose 403(b) Contracts are made available to employees of the School District, pursuant to applicable Board policies and procedures that are in effect at the time of the employee’s retirement. No contributions shall be paid by the Board to a 403(b) Contract provider unless, and until, the retiring teacher has completed any 403(b) Contract provider enrollment forms or other legal documents that will establish the 403(b) Contract with the provider. 403(b) Contracts shall be individual contracts owned by the 403(b) plan participants. However, the Board, in its sole discretion, may offer one or more group 403(b) Contracts to participants.
5. If a teacher retires, who is entitled to have a contribution of his/her Net Severance Pay made directly to a 403(b) Contract, but dies prior to such contribution being paid to the 403(b) Contract, the contribution shall nevertheless be paid to the 403(b) Contract, and then be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Contract.
6. If a teacher is entitled to Net Severance Pay and is not a participant in the 403(b) Plan, that teacher will be eligible to receive in cash, any and all Net Severance Pay that the retiree is entitled to in accordance with **Section 14.05** of this Agreement. The teacher may elect to defer any such payments to a 403(b) Contract, if it is permissible to do so under applicable law and Board policy.
7. All contributions to 403(b) Contracts shall be subject to reduction for any required tax withholding or any other withholding that the Treasurer, in his or her sole discretion, determines is required by law. Neither the Board, nor the FEA, guarantee any investment or tax results associated with the 403(b) Plan or elective deferrals that are made by a retiring teacher to a 403(b) Contract.

#### **14.07 HEALTH REIMBURSEMENT ACCOUNTS (HRAs)**

1. The Board shall adopt a Health Reimbursement Account Plan (the “HRA Plan”) for the benefit of the retiring teachers and their spouses and dependents. The terms of the HRA Plan shall comply with the requirements of this **Section 14.07** and shall apply notwithstanding any contrary provisions in this Agreement or Board policy.
2. Participation in the HRA Plan shall be mandatory for any teacher who meets all of the following requirements:
  - a. The teacher is hired after August 1, 2005.
  - b. The teacher retires and is thereby entitled to severance pay in accordance with the provisions of **Section 14.05** of this Agreement.
  - c. At this time of the teacher’s retirement, the teacher has at least five (5) years of service with the Board and is entitled to a payment of severance pay in an amount that is not less than the value of twenty-five (25) days of accumulated sick leave.
3. The terms of the HRA Plan shall include the following:
  - a. If a retiring teacher is a participant in the HRA Plan, in lieu of the teacher receiving a cash payment of fifty percent (50%) of the severance pay that is otherwise payable to the retiring employee pursuant to **Section 14.05** of this Agreement, a credit shall be made to the participant’s account under the HRA Plan in an amount equal to fifty percent (50%) of the amount of the teacher’s severance pay that is otherwise payable to the retiring employee pursuant to **Section 14.05** of this Agreement.
  - b. Credits shall be made to the participant’s account under the HRA Plan within the time frames described in **Section 14.05** of this Agreement regarding the payment of severance pay.
4. Based upon the amounts credited to a participant’s HRA account, the participant and his or her spouse and dependents may be reimbursed for the following types of his/her health care expenses:
  - a. Premiums for the purchase of health care insurance (including amounts paid for coverage under the STRS or another retirement system health care plan).
  - b. Unreimbursed medical expenses, vision expenses, and dental expenses including deductibles and co-payments under an individual policy, STRS, or another retirement system health care plan, or the plan of another employer.

The amounts credited to a retiree’s account may be carried over to subsequent years and shall not be subject to forfeiture, except upon the death of the retiree and his or her surviving spouse and dependents. The Board is permitted to establish a plan document for the HRA Plan that will be designed to comply with the requirements of all applicable laws, including the federal tax laws. The Board is permitted to hire a third party administrator to manage the arrangement and to charge the administration fees of the third party administrator to the accounts of the retirees. Neither the Board, nor the FEA, guarantees any tax results associated with the HRA Plan.

#### **14.08 RETIREMENT INCENTIVE**

1. Effective with the 2008-2009 school year (July 1<sup>st</sup> through June 30<sup>th</sup>), through the end of the 2014-2015 school year (June 30, 2015), a bargaining unit member shall be entitled to a Retirement Incentive of eighteen thousand dollars (\$18,000) less appropriate tax deductions, payable on or before January 31, but not prior to January 1<sup>st</sup>, under the sole conditions:
  - a. The bargaining unit member is at least fifty (50) years old on or before August 1<sup>st</sup> of the succeeding school year.
  - b. The bargaining unit member submits an irrevocable letter of retirement to the Superintendent on or before March 3<sup>rd</sup> that becomes effective at any time between July 1<sup>st</sup> and August 1<sup>st</sup> of the succeeding school year.
  - c. The bargaining unit member has at least thirty (30) years of service with the State Teachers Retirement System, but less than thirty-one (31) years.

## ARTICLE XV

### TEACHER SALARY SCHEDULE, INSURANCE PROGRAM, DIFFERENTIALS, SUPPLEMENTALS

#### 15.01 SALARY SCHEDULES

The salary schedules (**Appendix J**) effective August 1, 2014, 2015, and 2016 shall be attached to the end of this Agreement and shall include the following salary increases:

2014-2015	0%
2015-2016	0%
2016-2017	0%

Bargaining unit members' previously frozen experience steps (2012-2013 and 2013-2014 school years) shall be restored effective with the 2014-2015 school year. Thereafter, bargaining unit members shall receive experience step increases in accordance with the negotiated agreement.

A one-time signing bonus of five hundred dollars (\$500) will be paid no later than August 30 to FEA members who, during the 2013-2014 school year, are on Steps 17 and above.

#### 15.02 LONGEVITY

An annual longevity payment of five hundred dollars (\$500) will be made to those employees on the 29<sup>th</sup>, 31<sup>st</sup>, 33<sup>rd</sup>, and 35<sup>th</sup> steps on the teacher salary schedule. Payment of this amount will be made the first pay date of December.

#### 15.03 HOSPITALIZATION AND PRESCRIPTION

1. Hospitalization is viewed as a protective device, which will prevent an employee from encountering undue financial hardships.
2. The hospitalization plan carried by the Board of Education shall be the Lake Erie Regional Council Employee Protection Plan ("LERCEPP"), Integrated with Wellness. The plan shall include three (3) choices: Standard, Basic, and Minimum Value Based Design for the Affordable Care Act. The Plan is summarized in **Appendix K**. Plan benefits are described in the Firelands Health Plan Document on file with LERCEPP.

The basic HSA Plan account payment shall be paid annually.

3. For the purposes of the hospitalization plan, the following definitions will be observed:
  - a. A regular full-time employee is an employee who works thirty (30) hours or more per week for thirty-six (36) weeks or more per year.
  - b. A regular part-time employee is an employee who works at least fifteen (15) hours per week for thirty-six (36) weeks or more per year.
  - c. Regular is defined as reporting for work five (5) days per week for at least thirty-six (36) weeks per year.

4. Only regular full-time and regular part-time employees as defined in **Section 15.03, 3**, above will be eligible for hospitalization according to the rules and regulations for eligibility as detailed elsewhere in these policies, rules and regulations. All other employees, including employees working less than fifteen (15) hours per week and substitute employees, are not eligible for participation in the local plan.
5. All eligible new hires choosing hospitalization and prescription insurance become covered under the plan on the 1<sup>st</sup> day of the month following thirty (30) calendar days.
6. The Firelands Board of Education will pay eighty-eight percent (88%) of the monthly premium for an employee choosing single or family coverage. In choosing either single or family coverage, the employee hereby authorizes the Treasurer to deduct through payroll deduction his/her appropriate share of the monthly premium. (Single and Family coverage – twelve percent (12%).
7. All employees who participate in the hospitalization plan and are not paid during the summer months must agree to pay the Board of Education, in advance, the employee's amount necessary to keep the insurance in force during the summer months.
8. The eligible part-time regular employee must pay by payroll deduction fifty percent (50%) of the cost of the Family Plan or Single Plan.
9. Married employees will not be permitted to enroll in multiple family plans.
10. When an employee is no longer covered by a hospitalization plan through a spouse at another place of employment, he/she may select a plan according to the policies, rules and regulations contained herein. When the spouse of an employee is no longer covered by a hospitalization plan at another place of employment, the Board employee, if eligible, may select a plan according to the policies, rules, and regulations contained herein. When the spouse of an employee, both of whom had been employed by the Board, is no longer an employee of the Board, the remaining employee, if eligible, may select a plan according to the policies, rules, and regulations contained herein.
11. Each employee shall be required to complete an application form annually or semi-annually, or at other times as necessary to protect the interests of the Board and employees to determine eligibility for hospitalization.
12. It is the responsibility of the employee to inform the Treasurer of the Board of Education immediately of any change in status, which affects his or her hospitalization plan.
13. If an employee is terminated for any reason and such termination occurs on any date other than the 1<sup>st</sup> of a month, the benefits of group insurance terminate at the end of the month of the effective date of the termination of employment.

Coverage for employees, who either resign or retire at any time other than the 1<sup>st</sup> of a month, will terminate at the end of the month of the effective date of such resignation or retirement.

14. The Firelands Local Board of Education, at its discretion, may seek specifications and quotations from other companies and change companies if the new coverage is equal to or superior to the existing coverage.
15. The enrollment period(s) established by the current carrier shall be complied with.

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

#### **15.04 HEALTH INSURANCE OPT-OUT COMPENSATION PLAN**

1. Current full-time employees who carry Health/Prescription coverage provided by the Firelands Board of Education and who have carried coverage for a minimum of the past ten (10 months) may elect to opt-out of the District Health/Prescription Plan effective September 1<sup>st</sup> and shall then be eligible for a cash payment in lieu of coverage.
2. Annual payments shall be as follows:
  - \$2,000 for any employee currently carrying family coverage
  - \$1,000 for any employee currently carrying single coverage
  - \$1,000 for any employee currently carrying family coverage who opts to only carry single coverage
3. Such payments, in lieu of participation, shall be made in two (2) installments (February and August), and shall not be subject to STRS contributions but shall be subject to all other applicable taxes.
4. Election to the Opt-Out Plan shall be made in writing to the Treasurer no later than July 31<sup>st</sup> each year.
5. Any employee, who has elected to participate in the Opt-Out Plan and then loses coverage due to divorce, death, job loss, layoff, or any event outside the employee's control, shall be provided insurance coverage per **Section 15.03** upon written notification to the Treasurer. The opt-out compensation shall be pro-rated for those employees who need to elect coverage mid-year due to the above conditions.
6. When both spouses are employed by Firelands Schools, switching family coverage from one spouse to the other does not constitute opting out of coverage and therefore no payment shall be made in lieu of coverage.

#### **15.05 SECTION 125 FLEX SPENDING (FSA) PLAN**

1. The Board shall establish a "Section 125 Plan" (Available Jan 1-Dec 31) that is designed to provide that employees who must make employee contributions for health care coverage will do so, on a pre-tax basis. Flexible spending accounts allow employees to pay for certain eligible health care and dependent care expenses with pre-tax dollars. Flexible spending accounts will be available to all employees.
2. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, the "Plan Year" of the Section 125 Plan shall coincide with the annual open enrollment period that applies under the health care plan of the School District; and on an annual basis, employees who elect to be covered under the health care plan of the School District shall be automatically deemed to be enrolled in the Section 125 Plan and to have elected to have their required employee contributions for health care coverage deducted from their compensation on a pre-tax basis. An employee's deemed election to participate in the Section 125 Plan may not be

revoked during a Plan Year unless there is a change in the teacher's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, or other enrollment rights consistent with federal law). To the extent required for compliance with IRC Section 125, the Board will provide for restrictions on the timing of the benefit elections of employees and dependents under the health care plans of the School District. Details of the Section 125 Plan will be provided at the time of an employee's initial enrollment in the plan and on an annual basis. Plan details will also be available through the Treasurer's office.

#### **15.06 DENTAL INSURANCE**

1. The Board shall provide dental insurance coverage for its fulltime employees as outlined in the District health plan booklet and **Appendix K**.
2. The definitions of full-time employees are found in **Section 15.03, 3**, of the current Professional Negotiations Agreement.
3. All eligible new hires become covered under the dental plan on the 1<sup>st</sup> day of the month following thirty (30) calendar days.

#### **15.07 LIFE INSURANCE**

The Board shall provide each teacher with a fifty thousand dollar (\$50,000) term life insurance policy. The Firelands Local Board of Education will select the insurance company to provide this coverage.

#### **15.08 VISION CARE**

1. The Board shall provide for all regular full-time certified/licensed employees a vision care plan as outlined in the District health plan booklet and **Appendix K**.
2. All eligible new hires become covered under the vision plan on the 1<sup>st</sup> day of the month following thirty (30) calendar days.

#### **15.09 LIABILITY INSURANCE**

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

#### **15.10 ADDITIONAL DUTY**

- A. Additional duties are not duties such as lesson planning, class organization, record keeping, examining papers connected with classroom instruction, or planning and organization of extra classroom activities.
- B. Additional duties must require time outside regular school hours to receive additional pay.
- C. The assignment of additional duties is at the discretion of the Board of Education.
- D. Additional duty assignments shall be compensated at twenty-five dollars (\$25) per hour.
- E. Additional duty assignments may be made at any time during the year as the need arises.

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

## 15.11 **SUPPLEMENTALS (SEE APPENDIX I)**

### A. **Supplemental Positions and Salary**

1. Employees in the bargaining unit assigned supplemental duties shall be issued written supplemental contracts in addition to his/her regular contracts. Compensation for supplemental contracts shall be in accordance with the Supplemental Pay Scale attached hereto as **Appendix I**.
2. Compensation for fall or full year supplementals shall be spread over the length of the teaching contract or received upon completion of the duty. Arrangements for payment shall be made with the Treasurer. All winter or spring supplementals will be paid at the completion of duty.
3. Experience outside the Firelands Schools may be counted for placement on the schedule.
4. All supplemental postings shall be included in the supplemental salary schedule and shall be listed as percentages on the base salary with increments for experience. Levels 12 through 16 of the supplemental salary schedule shall be an exception to this rule and shall be set dollar amounts.
5. Adjustments to the supplemental salary schedule must be submitted to negotiations by either the Board or the Association.

### B. **Posting of Supplemental Positions**

1. Supplemental position postings for Spring Sports shall be posted by September 1<sup>st</sup>, Fall Sports shall be posted by January 1<sup>st</sup>; and Winter Sports and all other non-athletic supplementals by March 1<sup>st</sup>.
2. Postings for all supplemental positions shall list:
  - The duration of the contract
  - The title of the position
  - The amount of compensation per **Appendix I** of the Negotiated Agreement
  - All qualifications as approved on Board adopted job descriptions required for the position.
3. Positions shall be posted internally for ten (10) work days, and then unfilled supplemental positions may be posted externally.
4. Bargaining unit members who apply for open supplemental positions will be granted an interview. The position shall be awarded to the most qualified applicant as determined by the interview.
5. All applicants will be notified, in writing, of acceptance or non acceptance for the position. Bargaining unit members will be given first consideration.

**C. Evaluation and Re-Employment**

1. Employees shall be evaluated for their supplemental positions within ten (10) days of completion of duty in accordance with **Appendix L**.
2. Based upon a satisfactory evaluation, the Board shall re-employ a teacher in a supplemental position if that position is re-established for the following year without following the posting requirements in **Section 15.11, B**. Teachers will be notified of re-employment within ten (10) workdays of the evaluation.
3. In considering re-employment of a supplemental contract, an effort shall be made by the immediate supervisor to advise the teacher of his/her shortcomings so that he/she will have an opportunity to correct them.
4. An employee's performance in a supplemental contract position shall not be included in or impact the evaluation of a regular teaching contract.
5. Any bargaining unit member who will not be re-hired shall receive written notification within ten (10) workdays of the supplemental evaluation.

**D. New Supplemental Position Requests**

1. Consideration for new supplemental positions will be considered by the Superintendent at the request of the Association. If the position is an athletic position, the request shall start with the Athletic Director and proceed to the Superintendent, and then the Board of Education. All other positions shall start with the building principal, then to the Superintendent, and then the Board of Education.
2. Requests for consideration of new supplemental positions shall be submitted in writing and shall include suggested salary placement.
3. When the head coach, Athletic Director, and administration agree that additional staff is needed for safety and supervision of the athletes, the recommendation for additional personnel will go to the Superintendent.

**E. Longevity**

1. A bargaining unit member who holds a supplemental contract, and which only includes years served in Firelands Local Schools, shall receive a longevity stipend as follows:
  - years 7-8-9 10% of supplemental salary
  - years 10 + 15% of supplemental salary
2. Determination of the number of years shall include non-consecutive years in the same sports program or supplemental position.

**F. Supplemental Hours**

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

### **15.12 EXTENDED SERVICE**

1. Extended service, unless otherwise indicated, is defined as time before the opening date of school and for time after the closing date of school. The Superintendent sets the time when the extended time is served.
2. The amount of time or the type of duty that may require extended service is under the discretion of the Superintendent and the Board of Education.
3. Extended service is granted because there are duties that cannot be completed during the regular school year, therefore no personal leave or sick leave shall be used on extended service days. Extended service days must be worked in order to be paid.

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

### **15.13 PERIOD SUBSTITUTIONS AND STUDENT COVERAGE BEYOND WORKDAY**

#### **A. Substitution Duty**

1. Every reasonable effort will be made to secure a regular substitute before a regular teacher is requested to serve as a substitute.
2. A teacher will not be reassigned to substitute when such action would result in the assigned teacher's class being vacant or being filled by a substitute.
3. Volunteers shall be requested first before teachers may be assigned to substitute duty. If no volunteers, teachers will be assigned substitution duty on a rotating basis.
4. Teachers shall be compensated at the rate of six dollars and seventy-five cents (\$6.75) per fifteen (15) minute increments for substitution duty. Teachers may be used to cover classes in whole or in part.

#### **B. Reassignment of Students**

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

### **15.14 WORK DAY**

1. The normal workday for teachers shall not exceed 7-1/2 hours. This 7-1/2 hour limit shall not include time spent for after school functions (open house, field trips, meetings, etc.).
2. Teachers in grades 6-12 shall receive a minimum planning time per week equal to one (1) class period each day during student contact time.
3. Teachers in grade (K-5) shall receive a minimum of two hundred (200) minutes per week for planning during the student contact time.
4. Teachers in the areas of special instruction of music, art, computer and physical education shall be used to provide planning time for the regular classroom teacher. Elementary

classroom teachers may leave the classroom during scheduled visits by specialist teachers after the two (2) teachers have communicated with each other to ensure teaching continuity in the classroom.

5. Teachers assigned to teach in two (2) buildings during a day will be provided a minimum of twenty (20) minutes of travel time between the campuses. Mileage between campuses will be reimbursed at the Board approved mileage rate upon submission to the Treasurer of a daily mileage log. No reimbursement will be made for miles driven during the teacher's daily commute to and from the school buildings.
6. Teachers may close grades forty-eight (48) hours before the end of a grading period to prepare grades. Teachers shall have a minimum of forty-eight (48) hours (two (2) school days) after the close of a grading period to turn in their grades. The deadline shall be at the end of the school day. The only exception shall be that the due date for the final grades of the school year shall be assigned by the building principal.
7. Intervention Specialists may receive two (2) days of professional leave for the purpose of writing IEPs and WEPs.
8. Teachers required to complete Reading Improvement Plans may receive one (1) day of professional leave for the purpose of completing Reading Improvement Plans if they exceed five (5) RIMPs.

## ARTICLE XVI

### GENERAL PROVISIONS

#### 16.01 ENTIRE AGREEMENT

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

#### 16.02 CONTRARY TO LAW

1. If any provision in this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action of competent jurisdiction or by reason of subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.
2. The parties will meet to negotiate any necessary change in the contract relative to the effected provision within sixty (60) days by demand of either party.
3. Either party shall not be precluded from seeking through courts or other appropriate forum a determination of whether or not the provision is contrary to law.

#### 16.03 TERM

Unless terminated or changed by mutual consent of the parties, the procedures set forth in this document and the terms thereof governing its application and interpretation shall remain in force so long as the Board recognizes the FEA as exclusive representative of the bargaining unit.

## **ARTICLE XVII**

### **CLASS SIZE**

#### **17.01 CLASS SIZE**

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

1. Assignment of pupils and teachers to buildings and classrooms is the responsibility of the Superintendent. In making such decisions, the Superintendent shall give consideration to the overall needs of the District, including facility limitations, financial considerations, transportation requirements, and educational or curriculum consideration.
2. In establishing class size, the Board shall adhere to the Ohio Department of Education Minimum Standards. It is the intent of the Board to make every effort to balance class size within a building.
3. Except in unusual situations, the number of pupils in a class shall be kept within the capacity of the available classroom.
4. Teachers are encouraged to report special problems, considerations, situations, or ideas to the administration as early as possible. Consideration of such reports shall be given priority treatment by the administration.

## **ARTICLE XVIII**

### **S.B. 140**

#### **18.01 NEGOTIATIONS OF CHANGES**

The Administration shall inform, in writing, the President of the Association of any changes in wages, hours, and conditions of employment that will occur due to S.B. 140. The FEA shall notify the Superintendent within ten (10) days of its desire to negotiate the changes in accordance with 4117 O.R.C.

## ARTICLE XIX

### ABSENCE DAY RESERVE PLAN

#### 19.01 ABSENCE DAY RESERVE PLAN

1. If a bargaining unit member exhausts his/her sick leave accumulation and has requested and used catastrophic leave, another bargaining unit member may donate up to five (5) days of his/her accumulated sick leave to the absent teacher.
2. No bargaining unit member may receive more than an aggregate of fifteen (15) donated sick leave days in any one (1) school year.
3. In the following school year, a member shall be eligible to receive an additional fifteen (15) donated sick leave days should there be a need which is documented by a statement from the treating physician that the member is unable to perform their job duties.
4. A bargaining unit member may not receive any additional donated sick leave beyond year two (2) until their sick leave accumulation has reached a positive balance and they qualify for and use Catastrophic Leave as outlined in **Section 10.09** of the agreement.
5. A bargaining unit member shall initiate donation of sick days by completing a Donation of Sick Leave Form furnished by the Treasurer. Donated sick leave shall be posted as used.
6. To qualify for the Absence Day Reserve Plan, the bargaining unit member must submit a doctor's statement to the Treasurer certifying that the member is unable to work.
7. Donated sick leave days (**Appendix G**) must be submitted to the Treasurer three (3) workdays prior to the need of the absent member. This requirement may be waived at the discretion of the Superintendent. However, any waiver decision by the Superintendent shall not set a precedent for future requests for waiver.
8. After three (3) unpaid days per contract year under this Article, the bargaining unit member may use donated sick leave.
9. Donated sick leave may not be used for severance pay or for repayment of advanced sick days due to catastrophic leave.

## ARTICLE XX

### ABSENCE DAY RESERVE PROCEDURE

#### 20.01 ABSENCE DAY RESERVE PROCEDURE

1. Any teacher in need of implementing the Absence Day Reserve Plan (**Article XIX**) shall notify the FEA President.
2. The FEA President shall notify the FEA building representatives and forward "Donation of Sick Leave Days" forms to them.
3. The building representatives shall make the need known in their respective buildings.
4. Any teacher wishing to donate sick leave days shall complete the "Donation of Sick Leave Days" form, sign and date, and forward it to the Central Office.
5. Donated sick leave days shall be used in the order they are date stamped by the Central Office.
6. Any donated sick leave, that remains unused at the end of a school year, shall be returned to the donating teacher(s).
7. The Central Office shall inform the donating teacher of unused or returned donated sick leave by June 30<sup>th</sup>.

## ARTICLE XXI

### TUITION WAIVER

#### 21.01 TUITION WAIVER

1. The Firelands Board of Education agrees to waive all tuition costs for the children (including adopted, step and/or foster, and any child residing in the teacher's household) of a bargaining unit member who resides outside of the Firelands Local School District.
2. However, if the Superintendent determines that the child is eligible to attend as an open enrollment student, the bargaining unit member agrees to complete all necessary application forms.
3. The bargaining unit member shall file a written request with the Superintendent by July 1 if he/she intends to enroll a child(ren) under this provision.
4. New hires after July 1 have ten (10) days to notify the Superintendent that he/she intends to use this provision.

## ARTICLE XXII

### PROFESSIONAL IMPROVEMENT

#### 22.01 PROFESSIONAL IMPROVEMENT

1. The FEA, the Board, and the Administration of the Firelands Local School District recognize the value of continued education by members of the teaching staff. The parties mutually agree that the learning process and the quality of education will be substantially enhanced when members of the staff acquire additional expertise in their teaching fields and when they have familiarized themselves with the most up-to-date teaching techniques.
2. All certificated employees of the School District shall be eligible for tuition reimbursement subject to the following conditions:
  - a. The teacher shall have at least one (1) year of professional service in the Firelands Local School District.
  - b. The course work shall have the prior approval of the Superintendent. (**Appendix H**)
  - c. Reimbursement may be for graduate, undergraduate, or non-credit courses, which are directly related to the teacher's teaching assignment and/or other certification/licensure areas of the individual's teaching certificate and for other course work specifically approved by the Superintendent.
  - d. The teacher must receive a grade of "B-" or better, and/or if a pass/fail course, receive a passing grade to be eligible for reimbursement.
  - e. To be eligible to receive payment for courses taken in the spring or during the summer, the teacher must teach in Firelands Local Schools or must have been granted a leave of absence or have been RIF'ed.
  - f. The maximum number of semester hours per teacher to be included under this policy shall be twelve (12) semester hours or equivalent quarter hours from September 1 to September 1 of any school year. In the case of non-credit courses, the maximum amount to be paid shall not exceed the maximum possible if credit courses were taken. Certification of grades and tuition costs must be received in the Treasurer's Office by September 15.
  - g. The Board of Education will reimburse a certified/licensed employee for tuition costs for graduate or under-graduate courses at the rate of one hundred fifty dollars (\$150) per semester hour and one hundred twenty dollars (\$120) per quarter hour, less if actual cost, upon proof of successful completion of each course and submission of a transcript or record of same. For non-credit course, the Board of Education will reimburse fifty percent (50%) of the costs upon proof of successful completion of each course.
  - h. The amount of money available for this provision shall be fifteen thousand dollars (\$15,000) per year. Any unused amount from each year shall be added to the following year with the total in any one given year not to exceed twenty thousand dollars (\$20,000).

3. If requests for reimbursement exceed the aggregate amount of dollars available for that school year, available funds shall be pro-rated among all seeking reimbursement, based solely upon the number of semester hours or equivalent quarter hours earned. The cost of the aforementioned hours shall not be relevant in such calculation; however, no employee shall be reimbursed more than the actual cost of the tuition. Tuition reimbursement shall be made to qualified employees no later than October 31 each year. Reimbursement will be made based on IRS regulations in effect at the time of payment. Any teacher receiving reimbursement for course work will be notified at the time of payment as to the current IRS regulations.
4. All checks for tuition reimbursement will be issued separately.

## ARTICLE XXIII

### RESIDENT EDUCATOR PROGRAM

#### 23.01 RESIDENT EDUCATOR PROGRAM

##### A. Resident Educator Program Overview

1. A four-year Resident Educator program will be provided to new teachers employed under a resident educator license. The Resident Educator Program shall be administered in accordance with the Teacher Education and Licensure Standards and guidelines and standards established by the Ohio Department of Education.
2. Resident educators will be assigned a mentor teacher.
3. A lead mentor will head the Resident Educator Program.

##### B. Lead Mentor

- a. The lead mentor will be appointed by the Superintendent.
- b. The lead mentor will work with the administration to secure mentor teachers for the program.
- c. The lead mentor will attend and inform mentors and resident educators of workshops and meetings.
- d. The lead mentor will maintain a separate file for each resident educator, including completed checklists as well as other pertinent information.
- e. In event that there are no resident educators in the District, the lead mentor will be paid twenty five dollars an hour (\$25/hr) for District required professional development outside of the school day.
- f. The lead mentor will be given release time as needed and approved by the building principal or Superintendent.
- g. The lead mentor will be compensated in accordance with **Appendix I** of the Agreement and will submit an end of the year report prior to receiving payment for the supplemental.
- h. The lead mentor will not have a formative evaluative role and shall not participate in the evaluation of any resident educator.
- i. The lead mentor shall not be requested to make any recommendation regarding the continued employment of the resident educator.

##### C. Mentor

- a. A mentor will have successfully taught in the Firelands Local School District a minimum of three (3) years.
- b. Mentor teachers must be trained to act as a mentor through the Ohio Department of Educator Instructional Mentoring Program. The District will pay all training fees required for mentors to receive ODE state required mentor training.
- c. Mentors will be provided an orientation to mentoring responsibilities.
- d. All attempts will be made to match mentors with resident educators in the same grade/subject areas.
- e. A mentor will carry out the Resident Educator Program in accordance with guidelines as developed by ODE and complete all duties as decided upon by the administration with input from the lead mentor.
- f. The mentor shall be granted release time as needed for mentoring activities.

- g. The mentor shall be compensated in accordance with **Appendix I** of the Agreement.
- h. The mentor will not have a formative evaluative role and shall not participate in the evaluation of any resident educator.
- i. The mentor shall not be requested to make any recommendation regarding the continued employment of the resident educator.

#### D. Resident Educators

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

#### E. Protections

- 1. In the event there are any issues of non-compliance with the Resident Educator Program, all bargaining unit members participating in the program shall be held harmless and shall not be disciplined and/or adversely affected due to non-compliance.
- 2. All bargaining unit members participating in the Resident Educator Program shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.
- 3. At any time, either the mentor teacher or the resident educator may exercise the option to have a new mentor assigned. Such concerns shall be submitted to the lead mentor. In such an event, the mentor shall be compensated for the portion of the school year he/she has served.

#### F. Ramifications

The Resident Educator Summative Assessment (RESA) shall be administered during the third (3<sup>rd</sup>) or fourth (4<sup>th</sup>) year of teaching. Passage of the assessment results in eligibility for the professional educator license. In the event a Resident Educator fails the assessment, the Resident Educator will be subject to OAC 3301-24-04(D).

## ARTICLE XXIV

### PROGRESSIVE DISCIPLINE/EMPLOYEE DISCIPLINARY PROCEDURE

#### 24.01 PROGRESSIVE DISCIPLINE/EMPLOYEE DISCIPLINARY PROCEDURE

1. No employee shall be disciplined except for just cause.
2. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employee's classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner and to administer employee discipline in an appropriate manner.
3. Normally, discipline shall be imposed in the following progression. However, depending on the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be imposed at any step:
  - a. **Verbal Warning** – A verbal warning is that statement by an administrator that the bargaining unit member's conduct is unacceptable. Unless an emergency, a verbal warning shall be discussed with the employee in private. A verbal warning shall not become a part of the bargaining unit member's personnel file unless and until the progressive discipline moves to a reprimand.
  - b. **Written Reprimand(s)** – Within seven (7) workdays of the event giving rise to a written reprimand, the administrator shall meet with the teacher to discuss the reprimand and provide the teacher with a copy of the reprimand.
  - c. **Suspension With Pay**
  - d. **Suspension Without Pay** – An employee may be suspended for up to three (3) workdays without pay.
  - e. **Termination** – Only the Superintendent shall recommend termination to the Board. Upon recommendation of termination, the teacher shall have the right to meet with the Board of Education in executive session at its next regularly scheduled meeting or at a special meeting called for such purpose. The employee shall be give notice of the date, time, and place of such Board meeting. The Board may reverse, modify, or affirm the termination. The decision of the Board shall be delivered in writing and delivered to the employee with a copy to the Association President within five (5) days of the meeting.
4. In addition to the action taken in Steps 1-5 above, discipline may include mediation, counseling, or specific training to address the behavior. Cost shall be assumed by the bargaining unit member.
5. At the end of three (3) years, at the request of the teacher to the Superintendent, the disciplinary record shall be reviewed and if improvement has been made it will be noted in writing and attached to such discipline record.
6. Teachers shall have a right to be represented by a representative of the Association of his/her choice at all levels of the disciplinary process.

7. Any disciplinary action shall be subject to the grievance procedure in accordance with **Article XIII**.
8. Teachers shall be disciplined only after due process in accordance with the following:
  - a. **Notice of Allegation and Conference for Steps 2-5 Only**

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

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

A conference to discuss the allegations shall be offered to the teacher.
  - c. **Notice of Disposition**

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

## ARTICLE XXV

### RETIRE/REHIRE

- 25.01 For purposes of this Article, a previously retired employee or "PRE" is an individual who has attained service retirement status with the State Teachers Retirement System, is otherwise qualified by certification/licensure for public school teaching in Ohio, and who has retired from the Firelands School District.
- 25.02 Only those individuals formerly employed by the Firelands School District shall be considered for PRE positions.
- 25.03 A PRE formerly employed as a teacher by the District shall be paid at a rate of pay based on his/her academic training level at Step 0 of the salary schedule. The PRE shall remain at Step 0 for the remainder of his or her employment in the District, excluding additional hours beyond said training.
- 25.04 A PRE shall be awarded a one-year limited contract of employment which shall automatically expire at the end of each school year without requirement for any performance evaluation and without any requirement of notice (written or otherwise) of non-renewal.
- 25.05 Continuation of the employment of a PRE through offering a new one (1) year limited contract which automatically expires shall be at the election of the Board and upon recommendation of the Superintendent. A PRE shall not be eligible for a continuing teaching contract.
- 25.06 A retiree who retired from employment with the Board and is then hired for the succeeding school year may be considered for assignment to the position last held before retirement but Article 6 of the Negotiated Agreement must be followed.
- 25.07 A PRE shall not accumulate seniority in the bargaining unit for any purpose and has no right of recall in the event of a Reduction in Force under **Article VIII** of the Negotiated Agreement.
- 25.08 A PRE shall accumulate and may use sick leave in accordance with **Article X** of the Negotiated Agreement. A PRE shall not carry over any accumulated and unused sick leave from any prior employment.
- 25.09 Current bargaining unit members who qualify for a retirement incentive payment under **Article XIV** of the Negotiated Agreement prior to their re-employment as a PRE shall receive such payment in accordance with that provision and shall not forfeit such incentive payment by reason of their subsequent employment as a PRE. Once employed as a PRE, a member shall have no further eligibility for any retirement incentive, severance pay, or sick leave buyout pay upon their final separation from employment as a PRE.
- 25.10 The PRE shall not be entitled to participate in the insurance benefits provided to bargaining unit members if they can obtain insurance through a spouse. In accordance with **Article XV** of the Negotiated Agreement, any eligible PRE choosing hospitalization and prescription insurance shall become covered under the plan the 1<sup>st</sup> day of the month following thirty (30) calendar days (i.e. June 1 retirement allows for hospitalization and prescription insurance coverage October 1).

- 25.11 The Board shall provide each PRE with a fifty thousand dollar (\$50,000) term life insurance policy. Upon retirement, the policy will lapse for the two-month reemployment period July through August. Reinstatement of the term life insurance policy will begin September 1.
- 25.12 A PRE shall be eligible for supplemental contracts.
- 25.13 Except for **Section 25.05** of this Article, prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired. Re-employment of previously retired employees is solely at the discretion of the Board and shall be done on a case-by-case basis. The decision of the Board to hire or not hire any particular employee as a PRE shall not be subject to the grievance or arbitration provisions of this Agreement.
- 25.14 Except as otherwise modified or limited by the provisions of this Article, a PRE is a bargaining unit member and all terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to each PRE.
- 25.15 The Board and the Association expressly intend this Article to supersede the provisions of the Ohio Revised Code Sections 3319.083, 3319.11, 3319.111, and 3319.17.

## ARTICLE XXVI

### OTES EVALUATION

#### 26.01 Purpose

- A. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in the District.
- B. To inform instruction.
- C. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

#### 26.02 Application

- A. The OTES procedure described in this Article shall only apply to teachers who meet one (1) of the following:
  - 1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - 2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2013 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - 3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - 4. A teacher working under a permit issued under ORC 3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.
- B. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.
- C. Teachers not subject to the Ohio Teacher Evaluation System as set forth above shall be evaluated under the evaluation procedure contained in **Article VII**.

#### 26.03 Definitions

##### A. Credentialed Evaluator

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

##### B. Evaluation Rating

The final summative evaluation level that is assigned to a teacher based on the evaluation procedure established in this Article. Fifty percent (50%) of the evaluation rating is based on teacher performance and fifty percent (50%) will be attributed to measures of student

growth, unless otherwise changed by law. Evaluation ratings assigned shall include one (1) of the following: Accomplished, Skilled, Developing, or Ineffective.

C. Evaluation Instruments

The Ohio Department of Education approved evaluation forms (**Appendix M**) will be used in the evaluation process. These forms will be the only forms used in the formal evaluation process.

D. Student Growth Measures

A unit of academic growth projected for a student over a specified period of time which has been established according to a set of procedures defined either by the value-added data system, by the School District for approved vendor assessments, or locally developed student learning objectives (SLOs).

E. Student Learning Objectives

Goals identified by a teacher or group of teachers that identify expected outcomes or growth targets for a group of students over a period of time.

26.04 OTES Evaluation Committee

An OTES Evaluation Committee will meet annually in May to make recommendations to the Superintendent/Designee regarding the evaluation process based on information reported to the Committee by teachers and evaluators.

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

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

For the 2014-2015 school year, the SLO growth target will be forty percent (40%). For the 2015-2016 school year, the SLO growth target will be forty-five percent (45%). For the 2016-2017 school year, the OTES Evaluation Committee will determine District growth targets to ensure that the needs of both high and low performing students are addressed, with a minimum growth target of forty-five percent (45%) being established.

In addition, the OTES Committee shall review and approve SLOs. All Committee members must receive SLO training.

The Committee will establish Committee procedures and will develop guidelines for submission and approval of SLOs.

The Committee may be provided release time for all meetings.

26.05 Orientation

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

- B. District staff will be notified/trained within one (1) month of any changes in law that affects the OTES evaluation process or student growth measures.

## 26.06 Evaluation Procedures

### A. Evaluation Schedule

1. Teachers will be given one (1) summative evaluation each school year including at least two (2) thirty (30) minute formal observations and at least two (2) walkthroughs by his/her Building Administrator and/or assigned evaluator.
2. Teachers on a one (1) year limited contract or in the final year of a limited contract who the employer intends to recommend for non-renewal will receive at least three (3) formal observations and at least two (2) walkthroughs.
3. Each teacher will receive his/her assigned evaluator within the first fifteen (15) days of the school year.
4. If the assigned building administrator/supervisor is not available as the evaluator, an alternate in-district administrator/supervisor will be assigned by the Superintendent to evaluate.
5. Evaluations shall be completed by May 1<sup>st</sup> and the final summative evaluation will be delivered to the teacher no later than May 10<sup>th</sup>. The final summative evaluation will be based fifty percent (50%) on performance on state standards and fifty percent (50%) on student growth measures.
6. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation and who is not on a one (1) year contract or not in the first year of a multi-year limited contract shall be evaluated in accordance with the process set forth in this Article every other school year.

### B. Observations

1. A formal observation shall be at least thirty (30) consecutive minutes in duration.
2. Formal observations shall not be scheduled the first or last week of school, days prior to or after three consecutive non-instructional days, and atypical instructional days.
3. The first observation shall occur by the end of the first semester and the second observation shall occur by May 1.
4. Absent extenuating circumstances, a pre-observation conference shall be held within five (5) workdays prior to each observation during which the scope of the observation shall be discussed. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form. (**Appendix M, Form 1**)
5. Absent extenuating circumstances, a post-observation conference shall be held within five (5) workdays after each observation during which areas of reinforcement and refinement shall be discussed.

6. If the observation is cancelled due to extenuating circumstances by the evaluator or teacher, the observation will occur within two (2) workdays of the originally scheduled observation or the entire evaluation process must restart, unless mutually agreed upon by the teacher and evaluator.

#### C. Walkthroughs

1. A walkthrough shall consist of at least five (5) consecutive minutes, but not more than thirty (30) minutes in duration by the assigned evaluator.
2. The teacher shall be provided a copy of the walkthrough form (**Appendix M, Form 2**) no later than three (3) work days following the walkthrough.
3. A teacher shall be granted a formal debriefing after the walkthrough upon request to discuss the walkthrough.

#### D. Performance Assessment

1. The fifty percent (50%) teacher performance measure shall be based on the Ohio Standards for the Teaching Profession.
2. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, and conferences to determine the teacher performance rating.

#### E. Student Growth Measures

1. Student Growth Measures shall only be based on teacher created SLOs, approved vendor assessments or value-added data, whichever measure is required.
2. A student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.
3. A student who has forty-five (45) or more absences and/or twenty-five percent (25%) of the student's scheduled contact time for the school year will not be included in the determination of student academic growth.
4. The District, in conjunction with the District Leadership Team, will update the roster verification process and communicate any changes through the District's intranet system and/or training if needed.
5. For value-added, teachers who were on an approved leave of absence will participate in the Link Roster Verification process. For SLOs, teachers who were on an approved leave of absence, will gather two (2) relevant data points based on the interval of instruction.

#### F. Finalization of Evaluation

1. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating based upon the Evaluation Matrix. (**Appendix M, Form 3**)

2. No later than May 10<sup>th</sup> a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator. **(Appendix M, Form 4)**
3. The final summative evaluation form shall be signed by the evaluator. The form shall then be signed by the teacher to verify notification to the member that the evaluation will be placed in the personnel file, but shall not be construed as evidence that the member agrees with the content of the evaluation report.
4. The member shall have the right to make a written response to the observations and final evaluation which shall be attached to the observation and/or evaluation report and placed in the member's personnel file. A copy, signed by both parties, shall be provided to the member. The evaluator's signature shall be construed as evidence of the evaluator's receipt of such rebuttal.
5. The District shall manually enter and upload only the teacher performance rating and SGM data through the eTPES System to the Ohio Department of Education.

#### 26.07 Professional Growth Plans and Improvement Plans

Teachers must develop Professional Growth or Improvement Plans based on the teacher's level of student growth.

##### A. Professional Growth Plans

1. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator.
2. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator.

##### B. Professional Improvement Plans

1. Teachers whose performance rating indicates below expected levels of student growth the teacher will develop a Professional Improvement Plan directed by his/her credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the Professional Improvement Plan.
2. The Professional Improvement Plan shall include specific performance expectations, resources, assistance to be provided and timelines for completion.
3. A follow-up observation will be held, as necessary, to assess the teacher's progress as contained in the Improvement Plan.
4. Absent extenuating circumstances, an Improvement Plan conference will be held within ten (10) workdays after the follow-up observation to discuss progress. Due dates for desired level of performance shall be noted on the Improvement Plan.

26.08 Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-16 school year, teachers in core subject areas who received an "ineffective" rating on their final summative evaluation for two (2) of the last three (3) most recent school years will be required to register for and take an examination of content knowledge administered by ODE in accordance with Ohio Revised Code 3319.58.

26.09 Personnel Action

Student Growth Measures shall not be used solely in any decision concerning the retention, non-renewal, removal, reduction, or recall of any teacher until two (2) evaluation cycles have been completed and include at least two (2) consecutive years of student growth data.

26.10 Due Process

- A. A teacher shall be entitled to Association representation at any conference held during this procedure.
- B. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher.
- C. If an employee believes the evaluator has violated the procedure established in this Article, the employee may file a grievance in accordance with the grievance procedure established within the Agreement.

26.11 Change in Law

During the term of this agreement, should a change in law occur regarding OTES procedures and/or reducing the required percentage attributed to measures of student growth, the parties agree to bargain such changes in accordance with the Negotiations Article of this agreement.

ARTICLE XXVII

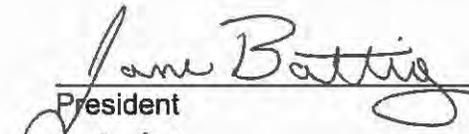
DURATION CLAUSE

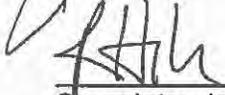
27.01 DURATION CLAUSE

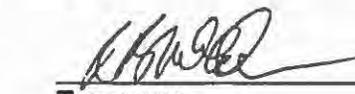
This Agreement between the Board and the Association shall become effective with the August 1, 2014 school year and shall expire on July 31, 2017.

Executed as of the 14<sup>th</sup> day of April, 2014.

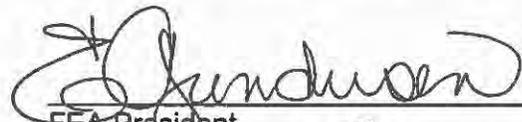
FIRELANDS BOARD OF EDUCATION

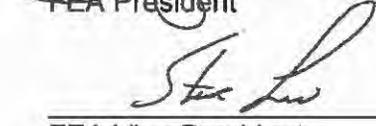
  
\_\_\_\_\_  
President

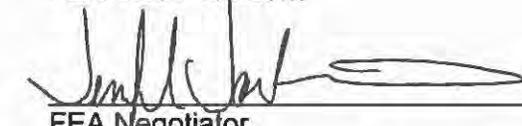
  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Treasurer

FIRELANDS EDUCATION ASSOCIATION

  
\_\_\_\_\_  
FEA President

  
\_\_\_\_\_  
FEA Vice-President

  
\_\_\_\_\_  
FEA Negotiator

  
\_\_\_\_\_  
FEA Negotiator

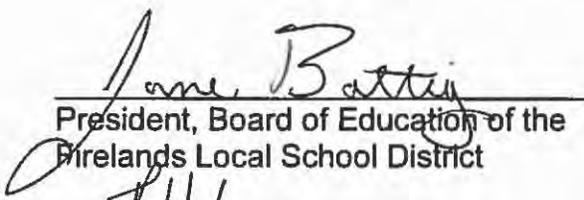
**SECTION 5705.412 CERTIFICATE OF  
ADEQUATE REVENUES**

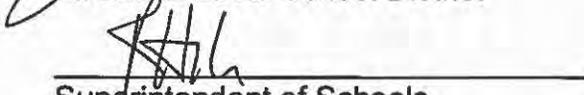
The undersigned, Treasurer, Superintendent, and President of the Board of Education of the Firelands Local School District, located in Lorain and Erie counties, Ohio, hereby certify in connection with the following:

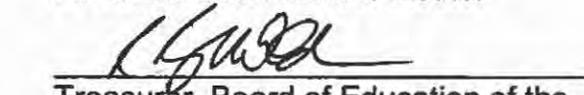
**FEA Agreement, 8/1/14 – 7/31/17**

The school district has in effect for the required period of certification the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program.

Date: 4/14/2014

  
\_\_\_\_\_  
President, Board of Education of the  
Firelands Local School District

  
\_\_\_\_\_  
Superintendent of Schools  
Firelands Local School District

  
\_\_\_\_\_  
Treasurer, Board of Education of the  
Firelands Local School District

**FIRELANDS LOCAL SCHOOL DISTRICT  
TEACHER OBSERVATION FORM**

Name of Teacher \_\_\_\_\_ Building Assignment \_\_\_\_\_  
 Name of Observer \_\_\_\_\_ Observation Date \_\_\_\_\_  
 Subject/Class Observed \_\_\_\_\_ Time (from-to) \_\_\_\_\_

Grade(s) Level \_\_\_\_\_ Indicate Session (X) : Observation (1) (2)

***Observer will indicate behaviors observed (X) in the spaces provided.***

**DOMAIN ONE: PLANNING AND PREPARATION**

	Areas For Evaluation	Areas Observed	Observer Notes:
1a.	Lesson plans have clear objectives, which are correlated to the Indicators and benchmarks found in the academic content standards.		
1b.	Demonstrates competence in subject matter.		
1c.	Provides adequate planning for a substitute teacher.		
1d.	Student achievement is assessed on an on-going basis both formally and informally.		

**DOMAIN TWO: CLASSROOM ENVIRONMENT**

	Areas For Evaluation	Areas Observed	Observer Notes:
2a.	Classroom rules are reasonable and applied in a consistent manner.		
2b.	Encourages an atmosphere of mutual respect and cooperation.		
2c.	Demonstrates the ability to handle most classroom disciplinary problems directly.		
2d.	Classroom environment is conducive to learning.		
2e.	Student safety is protected through proper use of equipment.		
2f.	Teacher praises and encourages student effort.		

	<b>Areas For Evaluation</b>	<b>Areas Observed</b>	<b>Observer Notes:</b>
3a.	Demonstrates flexibility; adapts material, methods and activities according to student's individual needs.		
3b.	Teacher explains lesson objectives (age-appropriate) and reviews key concepts or skills previously taught.		
3c.	Uses a variety of instructional techniques; large and small group, cooperative learning, individualized learning activities, materials and resources to enhance student learning.		
3d.	Teacher makes use of classroom questioning as part of interactive learning. Questions are structured to focus students' attention to key elements in the lesson.		
3e.	Teacher makes effective use of instructional time.		
3f.	Teacher sets standards which are challenging, yet attainable.		

**DOMAIN FOUR: PROFESSIONAL RESPONSIBILITIES**

	<b>Areas For Evaluation</b>	<b>Areas Observed</b>	<b>Observer Notes:</b>
4a.	Participates in meetings; staff, departmental, grade level, in-service, curricular, building level.		
4b.	School rules, administrative guidelines and Board policy are upheld, enforced, and adhered to.		
4c.	Demonstrates professional growth; attendance at conferences, seminars, additional course work, membership in professional organizations.		
4d.	Demonstrates the ability to work effectively with colleagues and maintain a positive rapport with peers, parents, and administrators.		
4e.	Performs necessary clerical responsibilities in a timely manner.		
4f.	Maintains good attendance; prompt and punctual to school and classes.		
4g.	Responds appropriately to parental inquiries with confidentiality, promptness, & professionalism.		
4h.	Maintains personal appearance appropriate to assignment with a professional demeanor.		
4i.	Performs non-instructional duties as assigned.		

Observer's **Commendations:**

Observer's **Recommendations:**

Date of Post-Observation Conference \_\_\_\_\_ (Time | Period) \_\_\_\_\_

Observer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** Signature does not indicate agreement or disagreement, but confirms the post-observation. Conference was held, observations were discussed, and the Teacher has received a copy.

## FIRELANDS LOCAL SCHOOL DISTRICT TEACHER EVALUATION FORM

Name of Teacher \_\_\_\_\_ Teaching Assignment \_\_\_\_\_

Name of Evaluator \_\_\_\_\_ Date of Evaluation  
Conference \_\_\_\_\_

**PROFICIENT** - (P) Demonstrates a satisfactory level of effectiveness.

**CONTINUE IMPROVEMENT** - (CI) Continue efforts to improve effectiveness.

**DEFICIENT** - (D) Demonstrates an unsatisfactory level of effectiveness and needs to follow recommended interventions.

***Evaluator will mark an (X) to indicate assessed level of performance.***

### **DOMAIN ONE: PLANNING AND PREPARATION**

Areas of Evaluation		P	CI	D	Comments
1a.	Lesson plans have clear objectives, which are correlated to the indicators and benchmarks found in the academic content standards				
1b.	Demonstrates competence in subject matter.				
1c.	Provides adequate planning for a substitute teacher.				
1d.	Student achievement is assessed on an ongoing basis formally and informally.				

### **DOMAIN TWO: CLASSROOM ENVIRONMENT**

Areas of Evaluation		P	CI	D	Comments
2a.	Classroom rules are reasonable and applied in a consistent manner.				
2b.	Encourages an atmosphere of mutual respect and cooperation.				
2c.	Demonstrates the ability to handle most classroom disciplinary problems directly.				
2d.	Classroom environment is conducive to learning.				
2e.	Student safety is protected through proper use of equipment				
2f.	Teacher praises and encourages student effort.				

**DOMAIN THREE: INSTRUCTION**

Areas of Evaluation		P	CI	D	Comments
3a.	Demonstrates flexibility; adapts material, methods and activities according to student's individual needs.				
3b.	Teacher explains lesson objectives (age-appropriate) and reviews key concepts or skills previously taught				
3c.	Uses a variety of instructional techniques; large and small group, cooperative learning activities, materials and resources to enhance student learning.				
3d.	Teacher makes sure of classroom questioning as part of interactive learning. Questions are structured to focus students' attention to key elements in the lesson.				
3e.	Teacher makes effective use of instructional time.				
3f.	Teacher sets standards which are challenging, yet attainable.				

**DOMAIN FOUR: PROFESSIONAL RESPONSIBILITIES**

Areas of Evaluation		P	CI	D	Comments
4a.	Participates in meetings; staff, departmental, grade level, in-service, curricular, building level.				
4b.	School rules, administrative guidelines and Board Policy are upheld, enforced, and adhered to.				
4c.	Demonstrates professional growth; attendance at conferences, seminars, additional course work, membership in professional organizations.				
4d.	Demonstrates the ability to work effectively with colleagues and maintain a positive rapport with peers, parents, and administrators.				
4e.	Performs necessary clerical responsibilities in a timely manner.				
4f.	Maintains good attendance; prompt and punctual to school and classes.				
4g.	Responds appropriately to parental inquiries with confidentiality, promptness, & professionalism.				
4h.	Maintains personal appearance appropriate to assignment with a professional demeanor.				
4i.	Performs non-instructional duties as assigned.				

**Evaluator's Commendations/Recommendations:**  
*(Additional pages may be attached if needed)*

**Check appropriate statement:**

\_\_\_\_\_ The teacher being evaluated is on a "continuing contract".

\_\_\_\_\_ The teacher being evaluated is on a "limited contract"; employed prior to January 1, 1990  
by the Firelands Local School District. (per Negotiated Agreement)

\_\_\_\_\_ The teacher being evaluated is on a "limited contract".

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Note:** Teacher signature on this document does not indicate agreement or disagreement, but verifies the completion of the evaluation conference. Teacher will receive a copy of all documents. Teacher may attach a response within ten (10) workdays following the evaluation conference.

## FIRELANDS LOCAL SCHOOL DISTRICT NON-TRADITIONAL TEACHER EVALUATION FORM

Name of Teacher \_\_\_\_\_ Teaching Assignment \_\_\_\_\_

Name of Evaluator \_\_\_\_\_ Date of Evaluation Conference \_\_\_\_\_

**PROFICIENT** – (P) Demonstrates a satisfactory level of effectiveness.

**CONTINUE IMPROVEMENT**—(CI) Continue efforts to improve effectiveness.

**DEFICIENT** – (D) Demonstrates an unsatisfactory level of effectiveness and needs to follow recommended interventions.

**Evaluator will mark an (X) to indicate the assessed level of performance.**

Areas for Evaluation		P	CI	D	Comments:
1.	Assists students and teachers with indicators and benchmarks found in the academic content standards.				
2.	Demonstrates competence in assigned subject area.				
3.	Encourages an atmosphere of mutual respect and cooperation.				
4.	Protects student safety through proper use of equipment.				
5.	Staff member praises and encourages student and staff efforts.				
6.	Demonstrates flexibility; adapts material, methods and activities according to students', teachers' needs.				
7.	Assists teachers in developing a variety of instructional techniques; large and small group, cooperative learning, individualized learning activities, materials and resources to enhance student learning.				
8.	Staff member makes effective use of educational opportunities for students and teachers.				
9.	Staff member sets standards which are challenging, yet attainable.				
10.	Participates in meetings; staff, departmental, grade level, in-service, curricular, building level.				
11.	Upholds, enforces, and adheres to administrative guidelines and Board policy..				
12.	Demonstrates professional growth; attendance at conferences, seminars, additional course work, membership in professional organizations.				

Areas for Evaluation		P	CI	D	Comments:
13.	Demonstrates the ability to work effectively with colleagues and maintain a positive rapport with peers, parents, and administrators.				
14.	Performs necessary clerical responsibilities in a timely manner.				
15.	Maintains good attendance; prompt and punctual to school and classes.				
16.	Responds appropriately to parental inquiries with confidentiality, promptness, and professionalism.				
17.	Maintains personal appearance appropriate to assignment with a professional demeanor.				
18.	Performs non-instructional duties as assigned.				

**Evaluator’s Commendations/Recommendations:**

*(Additional pages may be attached if needed.)*

**Check appropriate statement:**

\_\_\_\_\_ The staff member being evaluated is on a “continuing contract”.

\_\_\_\_\_ The staff member being evaluated is on a “limited contract”; employed prior to January 1, 1990 by the Firelands Local School District (per negotiated agreement)

\_\_\_\_\_ The staff member being evaluated is on a “limited contract”.

\_\_\_\_\_  
Evaluator’s Signature

\_\_\_\_\_  
Teacher’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Note:** Staff member signature on this document does not indicate agreement or disagreement, but verifies the completion of the evaluation conference. Staff will receive a copy of all documents. Staff may attach a response within five (5) workdays following the evaluation conference.

FIRELANDS LOCAL SCHOOLS  
APPLICATION FOR ASSAULT LEAVE

**(File within three (3) school days following the assault.)**

Employee's Name \_\_\_\_\_

Building or School Assignment \_\_\_\_\_

Date of Assault \_\_\_\_\_

Date Absence Began \_\_\_\_\_

Name(s) of Assaultee(s) \_\_\_\_\_

Witness(es) to Assault: (List) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you filed a Workmen's Compensation Claim? \_\_\_\_\_ Yes \_\_\_\_\_ No

Date of Filing \_\_\_\_\_

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Attach written statement(s) describing the nature of the assault as per (10.13-4B). Attach statement(s) of witness(es). Also attach the certificate from your attending physician stating the nature of the disability and its anticipated duration.

**Falsification of any documents submitted to the Board of Education is grounds for suspension pending action on termination of employment under Section 3319.16 of the Ohio Revised Code.**

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Date returned to duty \_\_\_\_\_

**FIRELANDS LOCAL SCHOOL DISTRICT  
GRIEVANCE REPORT FORM  
(STEP 1)**

Distribution of Form - Step 1: One (1) copy to Grievant, One(1) copy to Principal

**Grievance No.#** \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

Date Filed: \_\_\_\_\_

A. Date cause of grievance occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

C. Disposition by Supervisor: (To be completed and returned to Grievant and Superintendent within three (3) days after meeting.)

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

FIRELANDS LOCAL SCHOOL DISTRICT  
GRIEVANCE REPORT FORM  
(STEP 2)

(To be sent to Superintendent within five (5) days of receipt of disposition by Principal.)

Grievance No.# \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

Date Filed: \_\_\_\_\_

A. Date cause of grievance occurred: \_\_\_\_\_

B. 1. Reason Why Grievance is Now at Step 2: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Restatement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

C. Superintendent \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Received

D. Disposition by Superintendent: (To be completed within three (3) days after meeting and sent to Grievant and Principal.)

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

FIRELANDS LOCAL SCHOOL DISTRICT  
GRIEVANCE REPORT FORM  
(STEP 3)

(Request for hearing before Board of Education to be made within five (5) days following the receipt of disposition of grievance in Step 2.)

Grievance No.# \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

Assignment: \_\_\_\_\_

Date Filed: \_\_\_\_\_

A. Date Submitted to Superintendent: \_\_\_\_\_

B. 1. Reason Why Grievance is Now at Step 3: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Restatement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Received by Treasurer of Board of Education: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

D. Disposition (To be completed within three (3) days after meeting and sent to the Grievant, the Superintendent and the Principal.)

**COMPUTER/ONLINE SERVICES**  
(Acceptable Use and Internet Safety)

Technology can greatly enhance the instructional program, as well as the efficiency of the District. The Board recognizes that careful planning is essential to ensure the successful, equitable and cost-effective implementation of technology-based materials, equipment, systems and networks.

Computers and use of the District network or online services support learning and enhance instruction, as well as assist in administration. Computer networks allow people to interact with many computers; the Internet allows people to interact with hundreds of thousands of networks.

All computers are to be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this policy and the guidelines below will result in the revocation of the user's access privilege. Unacceptable uses of the computer/network include but are not limited to:

1. violating the conditions of State and Federal law dealing with students' and employees' rights to privacy, including unauthorized disclosure, use and dissemination of personal information;
2. using profanity, obscenity or other language, which may be offensive to another user or intended to harass, intimidate or bully other users;
3. accessing personal social networking websites for non-educational purposes;
4. reposting (forwarding) personal communication without the author's prior consent;
5. copying commercial software and/or other material in violation of copyright law;
6. using the network for financial gain, for commercial activity or for any illegal activity;
7. "hacking" or gaining unauthorized access to other computers or computer systems, or attempting to gain such unauthorized access;
8. accessing and/or viewing inappropriate material and
9. downloading of freeware or shareware programs.

The Superintendent/designee shall develop a plan to address the short- and long-term technology needs and provide for compatibility of resources among school sites, offices and other operations. As a basis for this plan, he/she shall examine and compare the costs and benefits of various resources and shall identify the blend of technologies and level of service necessary to support the instructional program.

Because access to online services provides connections to other computer systems located all over the world, users (and parents of users who are under 18 years old) must understand that neither the school nor the District can control the content of the information available on these systems. Some of the information available is controversial and sometimes offensive.

The Board does not condone the use of such materials. Employees, students and parents of students must be aware that the privileges to access online services are withdrawn from users who do not respect the rights of others or who do not follow the rules and regulations established. A user's agreement is signed to indicate the user's acknowledgment of the risks and regulations for computer/online services use. The District has implemented technology-blocking measures that protect against access by both adults and minors to visual depictions that are obscene, child pornography, or, with respect to the use of computers by minors, harmful to minors. The District has also purchased monitoring devices, which maintain a running log of Internet activity, recording which sites a particular user has visited.

"Harmful to minors" is defined as any picture, image, graphic image file or other visual depiction that:

1. taken as a whole and with respect to minors appeals to a prurient interest in nudity, sex or excretion;
2. depicts, describes or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts or a lewd exhibition of genitals and
3. taken as a whole, lacks serious literary, artistic, political or scientific value as to minors.

The District will educate minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. The Superintendent/designee will develop a program to educate students on these issues.

Annually, a student who wishes to have computer network and Internet access during the school year must read the acceptable use and Internet safety policy and submit a properly signed agreement form. Students and staff are asked to sign a new agreement each year after reviewing the policies and regulations of the District.

[Adoption date: April 20, 2001]

[Re-adoption date: July 11, 2005]

[Re-adoption date: February 9, 2009]

[Re-adoption date: July 13, 2009]

[Re-adoption date: October 8, 2012]

LEGAL REFS.: U.S. Const. Art. I, Section 8  
Family Educational Rights and Privacy Act; 20 USC 1232g et seq.  
Children's Internet Protection Act; 47 USC 254 (h)(5)(b)(iii); (P.L. 106-554,  
HR 4577, 2000, 114 Stat 2763)  
ORC 3313.20  
3319.321

CROSS REFS.: AC, Nondiscrimination  
ACA, Nondiscrimination on the Basis of Sex  
ACAA, Sexual Harassment  
EDEB, Bring Your Own Technology (BYOT) Program  
GBCB, Staff Conduct  
GBH, Staff-Student Relations (Also JM)  
IB, Academic Freedom  
IIA, Instructional Materials  
IIBH, District Websites  
JFC, Student Conduct (Zero Tolerance)  
JFCF, Hazing and Bullying (Harassment, Intimidation and Dating Violence)  
Staff Handbooks  
Student Handbooks

**COMPUTER/ONLINE SERVICES**  
(Acceptable Use and Internet Safety)

The following guidelines and procedures shall be complied with by staff, students or community members who are specifically authorized to use the District's computers or online services.

1. Use appropriate language. Do not use profanity, obscenity or other language which may be offensive to other users. Illegal activities are strictly forbidden.
2. Do not reveal your personal home address or phone number or those of other students or colleagues.
3. Note that electronic mail (e-mail) is not guaranteed to be private. Technology coordinators have access to all messages relating to or in support of illegal activities and such activities may be reported to the authorities.
4. Use of the computer and/or network is not for financial gain or for any commercial or illegal activity.
5. The network should not be used in such a way that it disrupts the use of the network by others.
6. All communications and information accessible via the network should be assumed to be property of the District.
7. Rules and regulations of online etiquette are subject to change by the administration.
8. The user in whose name an online service account is issued is responsible for its proper use at all times. Users shall keep personal account numbers and passwords private. They shall use this system only under the account numbers issued by the District.
9. The system shall be used only for purposes related to education or administration. Commercial, political and/or personal use of the system is strictly prohibited. The administration reserves the right to monitor any computer activity and online communications for improper use.
10. Users shall not use the system to encourage the use of drugs, alcohol or tobacco nor shall they promote unethical practices or any activity prohibited by law or Board policy.

11. Users shall not view, download or transmit material that is threatening, obscene, disruptive or sexually explicit or that could be construed as harassment, intimidation, bullying or disparagement of others based on their race, color, national origin, ancestry, citizenship status, sex, sexual orientation, age, disability, religion, economic status, military status, political beliefs or any other personal or physical characteristics.
12. Copyrighted material may not be placed on the system without the author's permission.
13. Vandalism results in the cancellation of user privileges. Vandalism includes uploading/downloading any inappropriate material, creating computer viruses and/or any malicious attempt to harm or destroy equipment or materials or the data of any other user.
14. Users shall not read other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.
15. Users are expected to keep messages brief and use appropriate language.
16. Users shall report any security problem or misuse of the network to the teacher, his/her immediate supervisor or building administrator.

(Approval date: December 10, 2012)



## **BRING YOUR OWN TECHNOLOGY (BYOT) PROGRAM**

The District recognizes the importance of technology and the educational benefits available through the use of technology. The use of portable electronic devices in the classroom can add educational value when such devices deliver content and extend, enhance or reinforce the student learning process. Classroom teachers determine the appropriateness of in-class use of electronic devices, consistent with District instructional objectives, and with approval of the building principal.

All personal electronic devices must be used in a responsible, and legal manner. Students using their own devices are subject to the District Acceptable Use policy and guidelines, Board-approved BYOT guidelines, all other Board policies and procedures, including but not limited to the Student Code of Conduct. Failure to adhere to these guidelines may result in the revocation of the privilege to use personal electronic devices in the classroom and/or disciplinary action as appropriate.

The following personal electronic devices are approved:

1. laptop computers
2. tablet PCs
3. iPads
4. e-readers
5. smartphones (based on building policy)
6. other devices approved in accordance with building level policy and guidelines

Students at the middle school and high school levels are permitted to use approved personal electronic devices for educational purposes under the direction of a classroom teacher.

Students using their own electronic devices may access only the wireless Internet provided by the District. The District-provided Internet access is filtered in compliance with the Children's Internet Protection Act. Internet access from outside sources allowing for 3G or 4G access is not permitted on school grounds in order to promote safe, filtered Internet access.

BYOT activities are implemented at the discretion of classroom teachers and building administrators. When electronic devices are used to enhance learning in the classroom, students without a personal device will be provided access to an appropriate District-owned digital device.

Violations of any Board policies, regulations, or school rules involving a student's personal electronic device may result in the loss of use of the device in school and/or disciplinary action. The school reserves the right to inspect a student's personal electronic device if there is reason to believe that the student has violated Board policies, regulations, school rules or has engaged in other misconduct while using their personal electronic device. Any search will be conducted in compliance with Board policies.

[Adoption date: September 9, 2013]

LEGAL REFS: U.S. Const. Art. I, Section 8  
Family Educational Rights and Privacy Act; 20 USC 1232g et seq.  
Children's Internet Protection Act; 47 USC 254 (h)(5)(b)(iii); (P.L. 106-554,  
HR 4577, 2000, 114 Stat 2763)  
ORC 3313.20  
3319.321

CROSS REFS.: AC, Nondiscrimination  
ACA, Nondiscrimination on the Basis of Sex  
ACAA, Sexual Harassment  
EDE, Computer/Online Services (Acceptable Use and Internet Safety)  
GBCB, Staff Conduct  
GBH, Staff-Student Relations (Also JM)  
IB, Academic Freedom  
IIA, Instructional Materials  
IIBH, District Websites  
JFC, Student Conduct (Zero Tolerance)  
JFCF, Hazing and Bullying (Harassment, Intimidation and Dating Violence)  
JFCK, Use of Electronic Communications Equipment by Students  
JFG, Interrogations and Searches  
Staff Handbooks  
Student Handbooks

FIRELANDS TEACHERS ASSOCIATION

DONATION OF SICK LEAVE DAYS

I would like to donate \_\_\_\_\_ days (5 days maximum) sick leave to \_\_\_\_\_ . I understand these days will be deducted from my sick leave balance.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Return this form to Treasurer’s Office, Firelands Local School District at least three (3) workdays prior to the need of the absent member.

TUITION APPROVAL/REIMBURSEMENT FORM  
(Submit in duplicate to the Superintendent)  
See Negotiated Agreement for further information

SECTION I

Name \_\_\_\_\_  
School \_\_\_\_\_  
Date Submitted \_\_\_\_\_  
College/University \_\_\_\_\_  
Course Title(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Semester Hours \_\_\_\_\_ Quarter Hours \_\_\_\_\_  
Cost Per Hour \_\_\_\_\_

**Please Check One:**

- \_\_\_\_\_ Non-taxable undergraduate hours
- \_\_\_\_\_ Non-taxable course work taken for re-certification/licensure
- \_\_\_\_\_ Taxable course work not taken for re-certification/licensure
- \_\_\_\_\_ Approved      \_\_\_\_\_ Denied

Reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

-----  
**SECTION II**

Submit after completion of course work for payment (See Negotiated Agreement)

**To receive payment you must attach to this form:**

- 1. A receipt showing proof of payment for course(s)
- 2. An official transcript or record of same

\_\_\_\_\_ Approved      \_\_\_\_\_ Denied

Amount Approved \_\_\_\_\_

Reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

2014-2017 SUPPLEMENTALS								
Position/Level	STEP 1		STEP 2		STEP 3		STEP 4	
	%	Cost	%	Cost	%	Cost	%	Cost
<b>LEVEL 1</b>								
Head Band Director (HS) -1	14	5,013	15	5,372	16	5,730	18	6,446
Head Basketball (HS) - 2	14	5,013	15	5,372	16	5,730	18	6,446
Head Football (HS) - 1	14	5,013	15	5,372	16	5,730	18	6,446
Head Wrestling (HS) - 1	14	5,013	15	5,372	16	5,730	18	6,446
<b>LEVEL 2</b>								
Athletic Site Manager (HS/MS) - 2	12	4,297	13	4,655	14	5,013	16	5,730
Head Track Coach (HS) - 1	12	4,297	13	4,655	14	5,013	16	5,730
<b>LEVEL 3</b>								
Head Baseball (HS) - 1	10	3,581	11	3,939	12	4,297	14	5,013
Head Soccer (HS) - 2	10	3,581	11	3,939	12	4,297	14	5,013
Head Softball (HS) - 1	10	3,581	11	3,939	12	4,297	14	5,013
Head Volleyball (HS) - 1	10	3,581	11	3,939	12	4,297	14	5,013
<b>LEVEL 4</b>								
Asst. Basketball (HS)	9	3,223	10	3,581	11	3,939	12	4,297
Asst. Football (HS)	9	3,223	10	3,581	11	3,939	12	4,297
Asst. Wrestling (HS)	9	3,223	10	3,581	11	3,939	12	4,297
*Head Cheerleading (HS FB&BB) - 2	9	3,223	10	3,581	11	3,939	12	4,297
- 2 Positions paid at 1/2 salary each								
<b>LEVEL 5</b>								
Head Bowling (HS) - 1	7	2,507	8	2,865	9	3,223	11	3,939
Head Cross Country (HS) - 1	7	2,507	8	2,865	9	3,223	11	3,939
Head Golf (HS) - 1	7	2,507	8	2,865	9	3,223	11	3,939
<b>LEVEL 6</b>								
Asst. Baseball (HS)	7	2,507	8	2,865	9	3,223	10	3,581
Asst. Cheerleading (HS FB&BB) - 1	7	2,507	8	2,865	9	3,223	10	3,581
Asst. Softball (HS)	7	2,507	8	2,865	9	3,223	10	3,581
Asst. Soccer (HS)	7	2,507	8	2,865	9	3,223	10	3,581
Asst. Track (HS)	7	2,507	8	2,865	9	3,223	10	3,581
Asst. Volleyball (HS)	7	2,507	8	2,865	9	3,223	10	3,581
Head Track (MS) - 1	7	2,507	8	2,865	9	3,223	10	3,581
Yearbook (HS)	7	2,507	8	2,865	9	3,223	10	3,581

2014-2017 SUPPLEMENTALS								
Position/Level	STEP 1		STEP 2		STEP 3		STEP 4	
	%	Cost	%	Cost	%	Cost	%	Cost
<b>LEVEL 7</b>								
Head Basketball (MS) - 2	6	2,149	7	2,507	8	2,865	9	3,223
Head Football (MS) - 2	6	2,149	7	2,507	8	2,865	9	3,223
Head Volleyball (MS) - 2	6	2,149	7	2,507	8	2,865	9	3,223
Head Wrestling (MS) - 1	6	2,149	7	2,507	8	2,865	9	3,223
Vocal Music Director (HS)	6	2,149	7	2,507	8	2,865	9	3,223
<b>LEVEL 8</b>								
Advisor - Junior Class	5	1,791	6	2,149	7	2,507	8	2,865
Asst. Bowling (HS)	5	1,791	6	2,149	7	2,507	8	2,865
Asst. Cross Country (HS)	5	1,791	6	2,149	7	2,507	8	2,865
Asst. Football (MS)	5	1,791	6	2,149	7	2,507	8	2,865
Asst. Track (MS)	5	1,791	6	2,149	7	2,507	8	2,865
Asst. Wrestling (MS)	5	1,791	6	2,149	7	2,507	8	2,865
Scholastic Challenge (HS)	5	1,791	6	2,149	7	2,507	8	2,865
Student Council (HS)	5	1,791	6	2,149	7	2,507	8	2,865
<b>LEVEL 9</b>								
Advisor - Senior Class	4	1,432	4.5	1,611	5	1,791	5.5	1,970
Asst. Band (HS) (Concert/Marching)	4	1,432	4.5	1,611	5	1,791	5.5	1,970
District Lead Mentor	4	1,432	4.5	1,611	5	1,791	5.5	1,970
Head Band Director (MS)	4	1,432	4.5	1,611	5	1,791	5.5	1,970
Newspaper (HS/MS)	4	1,432	4.5	1,611	5	1,791	5.5	1,970
Play/Musical Director (HS/MS)++	4	1,432	4.5	1,611	5	1,791	5.5	1,970
Student Council (MS) (7/8)	4	1,432	4.5	1,611	5	1,791	5.5	1,970
<b>LEVEL 10</b>								
Asst. Play/Musical (HS/MS)++	3	1,074	3.5	1,253	4	1,432	4.5	1,611
Basketball Cheerleader ADV (MS)	3	1,074	3.5	1,253	4	1,432	4.5	1,611
Dance Team (HS)	3	1,074	3.5	1,253	4	1,432	4.5	1,611
Football Cheerleader ADV (MS)	3	1,074	3.5	1,253	4	1,432	4.5	1,611
National Honor Society (HS)	3	1,074	3.5	1,253	4	1,432	4.5	1,611
Pep Band (HS)	3	1,074	3.5	1,253	4	1,432	4.5	1,611
Vocal Music Director (MS/ES)	3	1,074	3.5	1,253	4	1,432	4.5	1,611
<b>LEVEL 11</b>								
Advisor - Freshman Class	2	716	2.5	895	3	1,074	3.5	1,253
Advisor - Sophomore Class	2	716	2.5	895	3	1,074	3.5	1,253
Asst. Band (MS)	2	716	2.5	895	3	1,074	3.5	1,253
Student Council Gr. 6	2	716	2.5	895	3	1,074	3.5	1,253

2014-2017 SUPPLEMENTALS								
Position/Level	STEP 1		STEP 2		STEP 3		STEP 4	
	%	Cost	%	Cost	%	Cost	%	Cost
<b>LEVEL 12</b>								
LPDC Chair ***		1,000		1,000		1,000		1,000
<b>LEVEL 13</b>								
LPDC Recorder (2) ***		750		750		750		750
LPDC Liaison (4) ***		750		750		750		750
LPDC Secretary		750		750		750		750
Teacher Mentor		750		750		750		750
<b>LEVEL 14</b>								
Asst. Band Camp (HS)		500		500		500		500
Building Tech Expert/Support		500		500		500		500
Fine Arts Festival Coor		500		500		500		500
Overnight Grade Level Trip Coor		500		500		500		500
Teen Leadership Core		500		500		500		500
Yearbook (MS)		500		500		500		500
<b>LEVEL 15</b>								
Building Leadership Team (BLT)		250		250		250		250
College Credit Class Instruction++		250		250		250		250
Educational Fair (ES/MS/HS)		250		250		250		250
IAT Core Member (MS/ES) *** ##		250		250		250		250
Power of the Pen		250		250		250		250
Spelling Bee (3/4, 5/6, 7/8)		250		250		250		250
<b>LEVEL 16</b>								
Afterschool Tutoring (per hour)		25		25		25		25
Asst Coor Fine Arts Festival		200		200		200		200
Disciplinary Assignment (per hour)		18.75		18.75		18.75		18.75
Kindergarten Screening		25/per hour		25/per hour		25/per hour		25/per hour
*** Paid on % of attendance								
## Only for meetings outside school day								
++ Per production/course								

## 2014-2015 0%

## APPENDIX J-1

YRS EXP	BA	BA+12*	BA+24**	MA	MA+12***	MA+24
0	\$35,810 1.0000	\$37,117 1.0365	\$37,977 1.0605	\$39,409 1.1005	\$40,304 1.1255	\$41,110 1.1480
1	\$37,296 1.0415	\$38,782 1.0830	\$39,606 1.1060	\$41,182 1.1500	\$42,113 1.1760	\$42,954 1.1995
2	\$38,782 1.0830	\$40,447 1.1295	\$41,235 1.1515	\$42,954 1.1995	\$43,921 1.2265	\$44,798 1.2510
3	\$40,268 1.1245	\$42,113 1.1760	\$42,865 1.1970	\$44,727 1.2490	\$45,729 1.2770	\$46,643 1.3025
4	\$41,951 1.1715	\$43,975 1.2280	\$44,691 1.2480	\$46,696 1.3040	\$47,735 1.3330	\$48,687 1.3596
5	\$43,438 1.2130	\$45,676 1.2755	\$46,392 1.2955	\$48,469 1.3535	\$49,543 1.3835	\$50,531 1.4111
6	\$44,959 1.2555	\$47,377 1.3230	\$48,093 1.3430	\$50,385 1.4070	\$51,531 1.4390	\$52,558 1.4677
7	\$46,481 1.2980	\$49,078 1.3705	\$49,794 1.3905	\$52,301 1.4605	\$53,518 1.4945	\$54,585 1.5243
8	\$48,003 1.3405	\$50,779 1.4180	\$51,495 1.4380	\$54,216 1.5140	\$55,506 1.5500	\$56,612 1.5809
9	\$49,525 1.3830	\$52,480 1.4655	\$53,196 1.4855	\$56,132 1.5675	\$57,493 1.6055	\$58,639 1.6375
10	\$51,047 1.4255	\$54,288 1.5160	\$55,004 1.5360	\$58,120 1.6230	\$59,480 1.6610	\$60,666 1.6941
11	\$52,677 1.4710	\$56,096 1.5665	\$56,813 1.5865	\$60,107 1.6785	\$61,575 1.7195	\$62,804 1.7538
12	\$54,775 1.5296	\$58,370 1.6300	\$59,079 1.6498	\$62,553 1.7468	\$64,121 1.7906	\$65,403 1.8264
13	\$56,616 1.5810	\$60,394 1.6865	\$61,110 1.7065	\$64,762 1.8085	\$66,445 1.8555	\$67,767 1.8924
15	\$58,245 1.6265	\$62,202 1.7370	\$62,918 1.7570	\$66,750 1.8640	\$68,540 1.9140	\$69,905 1.9521
17	\$58,910 1.64508	\$62,927 1.75725	\$63,643 1.77725	\$67,534 1.88590	\$69,360 1.93690	\$70,739 1.97540
19	\$59,576 1.66366	\$63,652 1.7775	\$64,368 1.7975	\$68,318 1.9078	\$70,180 1.9598	\$71,573 1.9987
21	\$60,241 1.68224	\$64,377 1.79775	\$65,094 1.81775	\$69,103 1.92970	\$71,000 1.98270	\$72,408 2.02200
23	\$60,906 1.70082	\$65,103 1.81800	\$65,819 1.83800	\$69,887 1.95160	\$71,821 2.00560	\$73,242 2.04530
25	\$61,572 1.7194	\$65,828 1.83825	\$66,544 1.85825	\$70,671 1.9735	\$72,641 2.0285	\$74,077 2.0686
27	\$62,238 1.7380	\$66,553 1.8585	\$67,269 1.8785	\$71,459 1.9955	\$73,464 2.0515	\$74,918 2.0921

\*BA+12 column represents BA plus 12 graduate hours after receiving BA

Current employees placed on BA+12 with 150 semester hours will be grandfathered, new hires for 08/09 must have grad hours

\*\*BA+24 column represents BA plus 24 graduate hours after receiving BA

\*\*\*MA+12 column represents 12 graduate hours after receiving Master's Degree

## 2015-2016 0%

## APPENDIX J-2

YRS EXP	BA	BA+12*	BA+24**	MA	MA+12***	MA+24
0	\$35,810 1.0000	\$37,117 1.0365	\$37,977 1.0605	\$39,409 1.1005	\$40,304 1.1255	\$41,110 1.1480
1	\$37,296 1.0415	\$38,782 1.0830	\$39,606 1.1060	\$41,182 1.1500	\$42,113 1.1760	\$42,954 1.1995
2	\$38,782 1.0830	\$40,447 1.1295	\$41,235 1.1515	\$42,954 1.1995	\$43,921 1.2265	\$44,798 1.2510
3	\$40,268 1.1245	\$42,113 1.1760	\$42,865 1.1970	\$44,727 1.2490	\$45,729 1.2770	\$46,643 1.3025
4	\$41,951 1.1715	\$43,975 1.2280	\$44,691 1.2480	\$46,696 1.3040	\$47,735 1.3330	\$48,687 1.3596
5	\$43,438 1.2130	\$45,676 1.2755	\$46,392 1.2955	\$48,469 1.3535	\$49,543 1.3835	\$50,531 1.4111
6	\$44,959 1.2555	\$47,377 1.3230	\$48,093 1.3430	\$50,385 1.4070	\$51,531 1.4390	\$52,558 1.4677
7	\$46,481 1.2980	\$49,078 1.3705	\$49,794 1.3905	\$52,301 1.4605	\$53,518 1.4945	\$54,585 1.5243
8	\$48,003 1.3405	\$50,779 1.4180	\$51,495 1.4380	\$54,216 1.5140	\$55,506 1.5500	\$56,612 1.5809
9	\$49,525 1.3830	\$52,480 1.4655	\$53,196 1.4855	\$56,132 1.5675	\$57,493 1.6055	\$58,639 1.6375
10	\$51,047 1.4255	\$54,288 1.5160	\$55,004 1.5360	\$58,120 1.6230	\$59,480 1.6610	\$60,666 1.6941
11	\$52,677 1.4710	\$56,096 1.5665	\$56,813 1.5865	\$60,107 1.6785	\$61,575 1.7195	\$62,804 1.7538
12	\$54,775 1.5296	\$58,370 1.6300	\$59,079 1.6498	\$62,553 1.7468	\$64,121 1.7906	\$65,403 1.8264
13	\$56,616 1.5810	\$60,394 1.6865	\$61,110 1.7065	\$64,762 1.8085	\$66,445 1.8555	\$67,767 1.8924
15	\$58,245 1.6265	\$62,202 1.7370	\$62,918 1.7570	\$66,750 1.8640	\$68,540 1.9140	\$69,905 1.9521
17	\$58,910 1.64508	\$62,927 1.75725	\$63,643 1.77725	\$67,534 1.88590	\$69,360 1.93690	\$70,739 1.97540
19	\$59,576 1.66366	\$63,652 1.7775	\$64,368 1.7975	\$68,318 1.9078	\$70,180 1.9598	\$71,573 1.9987
21	\$60,241 1.68224	\$64,377 1.79775	\$65,094 1.81775	\$69,103 1.92970	\$71,000 1.98270	\$72,408 2.02200
23	\$60,906 1.70082	\$65,103 1.81800	\$65,819 1.83800	\$69,887 1.95160	\$71,821 2.00560	\$73,242 2.04530
25	\$61,572 1.7194	\$65,828 1.83825	\$66,544 1.85825	\$70,671 1.9735	\$72,641 2.0285	\$74,077 2.0686
27	\$62,238 1.7380	\$66,553 1.8585	\$67,269 1.8785	\$71,459 1.9955	\$73,464 2.0515	\$74,918 2.0921

\*BA+12 column represents BA plus 12 graduate hours after receiving BA

Current employees placed on BA+12 with 150 semester hours will be grandfathered, new hires for 08/09 must have grad hours

\*\*BA+24 column represents BA plus 24 graduate hours after receiving BA

\*\*\*MA+12 column represents 12 graduate hours after receiving Master's Degree

2016-2017 0%

APPENDIX J-3

YRS EXP	BA	BA+12*	BA+24**	MA	MA+12***	MA+24
0	\$35,810 1.0000	\$37,117 1.0365	\$37,977 1.0605	\$39,409 1.1005	\$40,304 1.1255	\$41,110 1.1480
1	\$37,296 1.0415	\$38,782 1.0830	\$39,606 1.1060	\$41,182 1.1500	\$42,113 1.1760	\$42,954 1.1995
2	\$38,782 1.0830	\$40,447 1.1295	\$41,235 1.1515	\$42,954 1.1995	\$43,921 1.2265	\$44,798 1.2510
3	\$40,268 1.1245	\$42,113 1.1760	\$42,865 1.1970	\$44,727 1.2490	\$45,729 1.2770	\$46,643 1.3025
4	\$41,951 1.1715	\$43,975 1.2280	\$44,691 1.2480	\$46,696 1.3040	\$47,735 1.3330	\$48,687 1.3596
5	\$43,438 1.2130	\$45,676 1.2755	\$46,392 1.2955	\$48,469 1.3535	\$49,543 1.3835	\$50,531 1.4111
6	\$44,959 1.2555	\$47,377 1.3230	\$48,093 1.3430	\$50,385 1.4070	\$51,531 1.4390	\$52,558 1.4677
7	\$46,481 1.2980	\$49,078 1.3705	\$49,794 1.3905	\$52,301 1.4605	\$53,518 1.4945	\$54,585 1.5243
8	\$48,003 1.3405	\$50,779 1.4180	\$51,495 1.4380	\$54,216 1.5140	\$55,506 1.5500	\$56,612 1.5809
9	\$49,525 1.3830	\$52,480 1.4655	\$53,196 1.4855	\$56,132 1.5675	\$57,493 1.6055	\$58,639 1.6375
10	\$51,047 1.4255	\$54,288 1.5160	\$55,004 1.5360	\$58,120 1.6230	\$59,480 1.6610	\$60,666 1.6941
11	\$52,677 1.4710	\$56,096 1.5665	\$56,813 1.5865	\$60,107 1.6785	\$61,575 1.7195	\$62,804 1.7538
12	\$54,775 1.5296	\$58,370 1.6300	\$59,079 1.6498	\$62,553 1.7468	\$64,121 1.7906	\$65,403 1.8264
13	\$56,616 1.5810	\$60,394 1.6865	\$61,110 1.7065	\$64,762 1.8085	\$66,445 1.8555	\$67,767 1.8924
15	\$58,245 1.6265	\$62,202 1.7370	\$62,918 1.7570	\$66,750 1.8640	\$68,540 1.9140	\$69,905 1.9521
17	\$58,910 1.64508	\$62,927 1.75725	\$63,643 1.77725	\$67,534 1.88590	\$69,360 1.93690	\$70,739 1.97540
19	\$59,576 1.66366	\$63,652 1.7775	\$64,368 1.7975	\$68,318 1.9078	\$70,180 1.9598	\$71,573 1.9987
21	\$60,241 1.68224	\$64,377 1.79775	\$65,094 1.81775	\$69,103 1.92970	\$71,000 1.98270	\$72,408 2.02200
23	\$60,906 1.70082	\$65,103 1.81800	\$65,819 1.83800	\$69,887 1.95160	\$71,821 2.00560	\$73,242 2.04530
25	\$61,572 1.7194	\$65,828 1.83825	\$66,544 1.85825	\$70,671 1.9735	\$72,641 2.0285	\$74,077 2.0686
27	\$62,238 1.7380	\$66,553 1.8585	\$67,269 1.8785	\$71,459 1.9955	\$73,464 2.0515	\$74,918 2.0921

\*BA+12 column represents BA plus 12 graduate hours after receiving BA

Current employees placed on BA+12 with 150 semester hours will be grandfathered, new hires for 08/09 must have grad hours

\*\*BA+24 column represents BA plus 24 graduate hours after receiving BA

\*\*\*MA+12 column represents 12 graduate hours after receiving Master's Degree

**Lake Erie Regional Council (LERC)**  
**PLAN DESIGN STRATEGY INTEGRATING WELLNESS**

<b>SEE DISTRICT INTRANET SITE FOR DETAILS - under "Medical &amp; Prescription Plans: Summary of Benefits"</b>	MUST DO HEALTH SCREENING TO EARN INCENTIVE REWARD		
	<u>Standard</u>	<u>Basic</u>	<u>Min. Value Based Design for ACA</u>
	QHDHP with H S A		
<b>In-Network</b>			
Deductible (In-network)	\$1,000/\$2,000	\$2,000/\$4,000	\$4,000/\$8,000
- Earned Incentive Award	(\$250)/(\$500)	(\$250)/(\$500)	(\$250)/(\$500)
Deductible (In-network)	\$750/\$1,500	\$1,750/\$3,500	\$3,750/\$7,500
Coinsurance	80%	90%	70%
Coins. Limit	\$2,000/\$4,000	\$3,000/\$6,000	\$6,250/\$12,500
<b>Out-of-Network</b>			
Deductible (Out-of-network)	\$2,000/\$4,000	\$4,000/\$8,000	\$4,000/\$8,000
Coinsurance	60%	60%	50%
Coins. Limit	\$4,000/\$8,000	\$6,000/\$12,000	\$10,000/\$20,000
<b>Office and Emergency Visits</b>			
OV Copay	\$30	Ded, then 90/60%	\$50
Urgent Care Visit	\$45	Ded, then 90/60%	\$100
Specialist Visit	\$45	Ded, then 90/60%	\$100
ER Copay - Emergency	\$150	Ded, then 90/60%	\$300
ER Copay - Non-Emergency	\$200	Ded, then 90/60%	\$300
<b>WELLNESS</b>			
Immunizations	100% In-network	100% In-network	100% In-network
Routine Physical	100% In-network	100% In-network	100% In-network
Routine PSA	100% In-network	100% In-network	100% In-network
Endoscopies	100% In-network	100% In-network	100% In-network
Pap Test Exam	100% In-network	100% In-network	100% In-network
PPACA Expanded Wellness Services	100% In-network	100% In-network	100% In-network
<b>Prescription Drug Benefit</b>			
Retail Drug Card	\$15/\$30/\$60	Ded. then \$10/\$25/\$50	Ded. then \$10/\$50/\$100
Mail Order	\$30/\$60/\$120	Ded. then \$20/\$50/\$100	Ded. then \$20/\$100/\$200
Specialty Medications	\$100	Ded. then \$60	Ded. then \$200
Step Therapy	YES	YES	YES
Mandatory Mail Order	YES	YES	YES
Maintenance Choice	YES	YES	YES
<b>OTHER</b>			
Working Spouse Rule	No	No	No

Rates Subject To Change Annually Effective July 1 As Determined by LERC

<b>EYE MED VISION</b>		
	<b>Eye Med Access Network</b>	<b>Non-Network</b>
Exams	\$15 Copay; any amount over Spectacle exam	\$15 maximum
Lenses		
Single	\$15 Copay	\$10 maximum
Bifocals	\$15 Copay	\$20 maximum
Trifocals	\$15 Copay	\$30 maximum
Lenticular Single	\$15 Copay	\$40 maximum
Lenticular Bifocal	\$15 Copay	\$40 maximum
Lenticular Trifocal	\$15 Copay	\$40 maximum
Frames	\$0 Copay up to \$100 (plus 20% of if more)	\$30 maximum
Contact Lenses in Lieu of Glasses		
Medically Necessary	\$15 Copay up to \$200	\$75 maximum
Cosmetic	\$15 Copay up to \$100 (plus 15% of if more)	\$40 maximum
Disposable	\$15 Copay up to \$100	\$40 maximum
Standard Fit & Follow-up	TBD	TBD
Premium Fit & Follow-up	TBD	TBD
Frequency		
Exams	One per 12 months	One per 12 months
Lenses	One pair every 12 months	One pair every 12 months
Frames	One every 12 months	One every 12 months
Contact Lenses in Lieu of Glasses	One every 12 months	One every 12 months
Other	Additional discounts on lens options, eyeglasses and laser vision correction	

<b>DENTAL BENEFITS</b>	
Deductible	\$50/\$100
Benefit Period Maximum	\$1,500
Class I – Preventative & Diagnostic	100% UCR
Class II – Restorative Basic; (Includes Periodontics/endodontics/basic oral surgery)	80% UCR
Class III – Restorative/Major Surgery/Prosthodontics	60%
Class IV – Orthodontia	60%
Orthodontia Lifetime Maximum	\$1,000

**Firelands Local Schools  
High School Head Coach Evaluation**

**Sport:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date of Evaluation:** \_\_\_\_\_

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

**Commendations/Recommendations:**

**Signature of Head Coach:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*Your signature does not indicate that you agree with this evaluation, merely that you received a copy.**

**Signature of Athletic Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Firelands Local Schools Non-Head Coach Evaluation

**Sport:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date of Evaluation:** \_\_\_\_\_

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

**Head Coach has had input on this evaluation. Yes \_\_\_\_\_ No \_\_\_\_\_**

**Commendations/Recommendations:**

**Signature of Coach:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*Your signature does not indicate that you agree with this evaluation, merely that you received a copy.**

**Signature of Athletic Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Firelands Local Schools  
Non-Coaching Supplemental Evaluation**



**Activity:** \_\_\_\_\_ **Date of Evaluation:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**Commendations/Recommendations:**

**Signature of Activity Coordinator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*Your signature does not indicate that you agree with this evaluation, merely that you received a copy.**

**Signature of Asst. Principal/Principal:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Pre-Observation Planning and Lesson Reflection Resource Questions**

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

**INSTRUCTIONAL PLANNING**

**FOCUS (Standard 4: Instruction)**

- What is the focus for the lesson?
- What content will students know/understand?
- What skills will they demonstrate?
- What standards are addressed in the planned instruction?
- Why is this learning important?

**ASSESSMENT DATA (Standard 3: Assessment)**

- What assessment data was examined to inform this lesson planning?
- What does pre-assessment data indicate about student learning needs?

**PRIOR CONTENT KNOWLEDGE/SEQUENCE/CONNECTIONS (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)**

- What prior knowledge do students need?
- What are the connections to previous and future learning?
- How does this lesson connect to students' real-life experiences and/or possible careers?
- How does it connect to other disciplines?

**KNOWLEDGE OF STUDENTS (Standard 1: Students)**

- What should the evaluator know about the student population? (See *Data Measures Inventory for the Classroom*)
- How is this a developmentally appropriate learning activity?

**INSTRUCTION AND ASSESSMENT**

**LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)**

- How will the goals for learning be communicated to students?
- What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- What strategies will be used to make sure all students achieve lesson goals?
- How will content-specific concepts, assumptions, and skills be taught?

**DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)**

- How will the instructional strategies address all students' learning needs?
- How will the lesson engage and challenge students of all levels?
- How will developmental gaps be addressed?

**RESOURCES (Standard 2: Content / Standard 4: Instruction)**

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

**CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment)**

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)**

- How will you check for understanding during the lesson?
- What specific products or demonstrations will assess student learning/achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
- How will you use assessment data to inform your next steps?

**PROFESSIONAL RESPONSIBILITIES**

**COLLABORATION AND COMMUNICATION (Standard 6)**

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others: Give an example.

**PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)**

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

**Informal Observation: General Form**

Teacher Name: \_\_\_\_\_ Grade(s) Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

**Directions:** This form serves as a record of an informal walkthrough by the teacher’s evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

**Evaluator Summary Comments:**

---

**Recommendations for Focus of Informal Observations:**

---

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

**Informal Observation: Open-Ended Form**

Teacher Name: \_\_\_\_\_ Grade(s) Subject Area(s): \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Time Walkthrough Begins: \_\_\_\_\_ Time Walkthrough Ends: \_\_\_\_\_

TIMES	OBSERVATIONS

**Evaluator Summary Comments:**

Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

**Teacher Performance**

		4	3	2	1
Student Growth	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

**Final Summative Rating of Teacher Effectiveness**

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</b>				
<i>Areas of reinforcement/refinement:</i>				
<b>Student Growth Data 50%</b>	<b>BELOW EXPECTED GROWTH</b>	<b>EXPECTED GROWTH</b>	<b>ABOVE EXPECTED GROWTH</b>	
<b>Student Growth Measure of Effectiveness</b>				
<i>Areas of reinforcement/refinement:</i>				
<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>SKILLED</b>	<b>ACCOMPLISHED</b>

Check here if Improvement Plan has been recommended.

**Teacher Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Evaluator Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

**Note:** The teacher may provide additional information to the evaluator within ten (10) working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

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