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NEGOTIATED AGREEMENT

BETWEEN

THE FRANKLIN MONROE BOARD OF EDUCATION

AND

THE FRANKLIN MONROE EDUCATION ASSOCIATION

Effective

July 1, 2015

Through

June 30, 2018

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ARTICLE 1

GENERAL

A. Recognizing that providing a high quality education for the children of the Franklin Monroe School District is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:

1. The Franklin Monroe Board of Education, hereinafter referred to as the "Board," has the final responsibility of establishing policies for the District.
2. The superintendent and his staff have the responsibility of carrying out the policies established.
3. Except as set forth in this Agreement, the Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of Ohio and/or the United States, including but not limited to the management and control of the school properties, facilities, grades, and courses of study, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, as such rights existed prior to the execution of this or any other Agreement. The Board also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Franklin Monroe Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," to discuss matters of mutual concern during the term of this Agreement.
4. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.
5. The Board recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation and effective communications exist between the Board and its certificated/licensed staff.
6. This Agreement supersedes any and all previous agreements between the parties hereto and is a final and complete Agreement of all negotiated items that are in effect throughout the term of said Agreement. In addition, neither the Board nor the Association shall be obligated to negotiate on any item for the life of this Agreement, except as may be provided in this Agreement.

ARTICLE 2

RECOGNITION

- A. The Association is hereby recognized as the sole and exclusive representative for the regular full-time and regular part-time certificated/licensed instructional staff. The certificated/licensed instructional staff, as used herein, shall be limited to classroom teachers, special teachers (art, music, physical education, etc.), and guidance counselors.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Association shall be entitled to these exclusive rights:
1. Faculty lounge bulletin boards may be used for Association business.
 2. Announcements at the end of faculty meetings.
 3. Use of public address systems for Association announcements during non-student hours unless otherwise approved by the administration.
 4. Distribution of Association information to teachers may be made in appropriate teacher mailboxes.
 5. The Association shall receive an advance copy of the Board of Education meeting agenda. Whenever possible such agenda shall be available to the Association on Friday prior to the scheduled meeting. The Association shall also be entitled to receive copies of all financial documents released by the Board upon request. A representative of the Association shall be permitted to address the Board of Education as per the adopted procedure for public participation in Franklin Monroe Board meetings by submitting a request to the superintendent to be placed on the meeting agenda.
 6. The names and addresses of newly employed professional staff members shall be provided to the Association prior to the start of the school year.
 7. The Association may participate in the initial orientation meeting for new professional staff members.
 8. The Association shall be served by the Board's inter-school mail system, including computer generated e-mail, computer systems, and the Internet, pickup and delivery and use of individual school mailboxes.

9. The Association shall have the right to hold meetings within the school buildings with administrative approval and the completion of building permit forms at least seven (7) days prior to the event, unless otherwise waived by the administration. Such waiver shall not be unreasonably withheld.
10. The Association shall have access to Board Of Education policies via the internet through the Franklin Monroe Local School District website. They will also be provided with all BOE meeting agendas. This should help keep the Association aware of any policy changes.
11. The Association shall be granted three (3) days of Association leave every school year. Such leave shall be at no loss or gain in pay. Notification for the use of such leave shall be given to the superintendent or his/her designee at least five (5) school days prior to taking the leave of absence.

ARTICLE 4

NON-DISCRIMINATION

- A. The parties hereto agree that neither the Board nor the Association shall discriminate against an employee covered hereunder because of his/her membership or non-membership in the Association or his/her activities herein prescribed.
- B. The Board, the Association and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, religion, age, sex, disability or political affiliation.
- C. The Board and Association recognize that academic freedom is essential to student learning. Academic freedom is the right of the learner and teacher to explore and present divergent points of view.

ARTICLE 5

ADMINISTRATION-STAFF COMMUNICATION

- A. Association-Administration Committee -- In the interests of sound contract administration and bilateral communication, a joint committee composed of the Association president and a representative from each building appointed in September of each school year, and the superintendent and respective principals, will convene at the request of either party to discuss subjects of concern to either party.

Association representatives and building principals will meet as needed prior to district-wide meetings in an attempt to resolve issues at the lowest possible level. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. The party calling said

meeting shall submit an agenda of the meeting. The meetings shall be alternately chaired by the parties and said meetings shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed thereafter to all meeting participants.

- B. Non-contractual Concerns -- Non-contractual concerns of staff shall be addressed as follows:
1. After consultation with an Association representative, the staff member shall seek resolution with the appropriate administrator.
 2. If the concern is not resolved to the satisfaction of the affected staff member, s/he may request that the issue be addressed at the next Association-Administration Committee meeting.

ARTICLE 6

PAYROLL DEDUCTIONS

- A. Deductions without costs for teachers shall be made from each paycheck for the following:
1. Federal income tax.
 2. Ohio income tax.
 3. City income tax, if any.
 4. Ohio State Teachers Retirement System.
 5. School District income tax, if any.
- B. Optional deductions may include:
1. Approved tax sheltered annuities.
 2. The regular periodic dues of the United Teaching Profession (FMEA, WOE, OEA, NEA), hereinafter "UTP."
 3. Credit Union for school employees. Changes in deductions may occur in September, December, March and June.
 4. EPAC - Educator's Political Action Committee - to be deducted in the same manner as UTP deductions.

- C. UTP dues shall be deducted from those teachers who individually and voluntarily authorize such deduction and turn over such authorization to the treasurer. Deductions shall be in equal amounts, shall begin with the first paycheck in October and be made over twenty (20) pay periods of each school year. Any amounts withheld hereunder shall be transmitted to the Association within five (5) work days following the close of the month in which deductions were withheld. Authorizations shall be continuously in effect unless revoked by the teacher.

Authorizations and the amount to be deducted for the start of the school year shall be submitted to the treasurer by the beginning of the third (3rd) full week in September.

The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.

A representative of the Association shall have access at reasonable times to the record of authorization and cancellations kept by the treasurer.

- D. Employees can arrange for their payroll checks to be electronically transferred to the employee's bank or credit union. Teachers on electronic transfer shall receive a paycheck stub which will, among other things, indicate the deductions made and the accumulated sick leave credits.

ARTICLE 7

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint of an employee or the Association involving the alleged violation of a provision(s) of this Agreement.
2. A grievance shall mean the Association, a person or group alleging that some violation of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of substantially similar circumstances affecting each member of said group.
3. No grievance may be filed concerning a matter, which may be made the subject of a charge with a state or federal agency.
4. Any action by the Board to terminate, renew or not renew the contract of any professional staff member, whether such professional staff member is under a limited or continuing contract with the Board, or any recommendation by the superintendent to terminate, renew or not renew any such contract shall not be deemed a grievance and may not be processed as such.

B. Procedure

Step I - Informal Procedure

The aggrieved party shall discuss the grievance or complaint with the person who is directly concerned with the grievance in a face-to-face meeting. This shall be accomplished within ten (10) days after the grievant knows or should have known the act or conditions on which the grievance is based. Failure to raise the alleged grievance as herein provided shall be considered as a waiver of the rights granted in this Article.

Step II - Formal Procedure

If a satisfactory solution is not affected, the aggrieved party shall present his/her written grievance to the principal or immediate supervisor within five (5) days after the informal hearing. The principal or immediate supervisor shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The principal or immediate supervisor shall advise or counsel the aggrieved party and shall hold a meeting and shall provide a written answer to the grievance and forward it to the concerned parties within five (5) days from the time of the hearing.

Step III - Superintendent

If a satisfactory solution is not affected, the Association shall invoke Step III in writing and present same to the superintendent within five (5) days after receiving the Step II answer. Any failure to invoke Step III as provided herein will be considered as the parties having reached a satisfactory resolution of the alleged grievance. The superintendent shall decide whether to personally handle this step of the grievance or delegate responsibility within five (5) days of receipt of the grievance. The superintendent or his/her designee shall provide a written answer to the grievance and forward to the concerned parties within five (5) work days from the time of the hearing.

Step IV - Arbitration

If the action taken in Step III by the superintendent or his/her designee does not resolve the grievance to the satisfaction of the Association or if no decision has been rendered by the superintendent or his/her designee within five (5) days, the Association may notify the Board in writing of its intent to submit the grievance to arbitration. Any failure to invoke Step IV within ten (10) days of the receipt of the Step III answer will be considered as the parties having reached a satisfactory resolution of the alleged grievance.

Upon receipt of the notice of intent to submit the grievance to arbitration, the parties, within ten (10) days thereafter shall submit a request to the American Arbitration Association to provide the parties with a panel of seven (7) arbitrators with selection to be made in accordance with the Voluntary Rules of the American Arbitration

Association. The Board and the Association shall equally share the fees and expenses of the arbitration proceeding. Each party will be responsible for the fees and expenses of its representation.

The arbitrator shall review the grievance and submit his/her decision to the parties not less than thirty (30) days after the close of the hearing. The arbitrator's decision shall be final binding to all parties. The arbitrator shall not have the power to alter, add to, subtract from, or modify the terms of this Agreement. All issues of procedural arbitrability will be heard and decided by the arbitrator prior to hearing the substantive issues or merits of a grievance.

The Board shall implement the Arbitrator's decision within thirty (30) days of receipt of the Arbitrator's award.

C. Miscellaneous Provisions

1. A grievance may be withdrawn at any level without prejudice or record.
2. If the teacher and/or Association do not abide by the time limits set forth, they forfeit their right to continue to the next step of the grievance procedure.
3. If the administrator does not abide by the time limits set forth, the teacher filing the grievance and/or the Association may proceed to the next step.
4. There will be no reprisals taken against any participant in the grievance procedure by reasons of such participation.
5. Mutually agreed informal meetings between the parties may be held during the time between steps in an effort to affect a satisfactory resolution to the problem.
6. Any time limits or steps herein before set forth may be waived by the mutual written consent of the parties.
7. The aggrieved may be represented by an Association representative of his/her choice at any step of the grievance procedure.

ARTICLE 8

SICK LEAVE

A. Accumulation

All full-time employees shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month of completed service, unless on a leave of absence, or a total of fifteen (15) days per year, subject to a maximum accumulation of two hundred seventy-eight (278) days. Note: Severance pay will be paid on a maximum of two hundred forty (240) accumulated sick days.

B. Uses of Sick Leave

1. For absences due to personal illness, pregnancy, recovery from childbirth, injury or injury due to assault as set forth in the Assault Leave Article, exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments, when such cannot be scheduled during non-working hours, and to illness, injury or death in the employee's immediate family.

Employees may use sick leave for any disabling disability caused by pregnancy or childbirth, provided she is on active pay status at the time the disability occurs. Certification that the pregnancy or childbirth has produced disabling complications must be provided by her physician. The certification must state the nature of the disabling condition along with an estimate of the length of time the teacher will be disabled.

The immediate family shall be defined as the teacher's mother, father, husband, wife, child (including step or foster parent or child) or other blood relative living as a permanent resident of the teacher's household. (The "living as a permanent resident of the teacher's household" applies only to the "other blood relative.")

2. To attend the funeral of a near relative. A near relative shall be defined as the teacher's grandparents, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, grandchild, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or first cousin. This leave shall be limited to up to five (5) consecutive days per occurrence. Administration has the right to approve additional leave days.
3. To attend the funeral of a friend. This leave shall be limited to one (1) day. Up to one (1) additional day chargeable to sick leave may be granted under this paragraph at the discretion of the superintendent and if the travel distance to the funeral is a distance of two hundred (200) miles or more, one way. Distance shall be calculated from the employee's current official residence as is on record in the central office to the residence of the deceased relative. Proof of such distance shall be the responsibility of the employee.

C. Responsibility

All employees shall be responsible for notifying their building principal according to established procedures of each building when sick leave is to be used under the above provision. Failure to notify the appropriate person is grounds for denial of benefits. The Board shall require an employee to complete a sick leave application within three (3) days of the commencement of such leave or as soon as practical thereafter. Where there is evidence of habitual or excessive absences, the Board may require the employee to present a doctor's explanation of the illness or injury that necessitates the absence. Such requirements must be told to the employee at or prior to the time application for leave is made hereunder. Evidence of an employee's ability to return to work may also be required where there is evidence that an employee may not be able to perform the full duties of his/her position.

D. **False Claim**

No payment of salary or benefits will be made for an unauthorized absence, and/or abuse of sick leave benefits. An unauthorized absence and/or sick leave abuse may be considered as grounds for administrative action, suspension or dismissal of the employee.

E. Should an employee deplete his/her sick leave during May or June of any school year and still need sick leave, the Board agrees to advance the employee 3.75 days (sick leave accumulation for June, July and August.).

F. If an employee exhausts all paid leave and is unable to return to work due to the reasons set forth in Paragraph B of this article, the superintendent may grant additional unpaid leave, not to exceed six (6) months.

G. **Transfer of Sick Leave Credit**

If the Board hires a teacher who previously worked for another public agency and had accumulated unused sick leave at the time of separation from the public agency, the Board will transfer such unused sick leave balance to the teacher's credit, up to a maximum accumulation of two hundred forty (240) work days, provided that the teacher is hired by the Board within fifteen (15) years of the date of the last termination from public service.

ARTICLE 9

SICK LEAVE CONVERSION

A. **General**

Pursuant to §124.391, Revised Code of Ohio, the following shall be applicable to the conversion of accumulated and unused sick leave at the time of retirement of an employee covered hereunder.

B. **Employees Eligible for Conversion**

"Employee" as used in this article is defined as any employee who:

1. Has been employed by the Board continuously for a period of at least two (2) years prior to the date of retirement.
2. Accrues sick leave pursuant to the provision of the Revised Code of Ohio.
3. Is eligible to receive a retirement pension benefit as a result of employment by the Board pursuant to the provisions of the Revised Code of Ohio and has had an application approved by the applicable retirement system.
4. Retires from the employ of the Board after the effective date of this Agreement.

C. Conversion Factor

All sick leave accumulated by the employee up to the accumulation set forth in Article 8, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of unused and accumulated sick leave converted subject to the following:

The maximum number of days paid as conversion under this article shall be 60 days.

D. Miscellaneous

1. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee, and shall be paid at the time the employee receives his/her final paycheck.

E. In the event of the death of an employee covered hereunder who is otherwise eligible for severance pay, such employee shall be deemed to have made application for severance pay. Payment of the severance pay shall be made to the employee's estate and shall be released to the qualified appointed executor or administrator of the employee's estate.

F. The board will sponsor and implement a Section 403(b) Plan which will allow retiring members in the "Covered Group" to tax shelter their severance pay. The Board shall be responsible for any administrative fees or costs of implementation of the Section 403(b) program. For retirees as of April 18, 2005, and after, members of the "Covered Group" will have their severance pay deposited into the Section 403(b) Plan sponsored by the Board. Any amounts of money exceeding the current annual 415 limit for the Section 403(b) Plan will have additional monies paid into the Section 403(b) Plan at the maximum contribution level allowed by Section 415 for up to 5 years beyond retirement until all monies are paid out. Future contributions will be made in January of each year following retirement.

ARTICLE 10

PERSONAL LEAVE

A. Subject to the conditions set forth herein, all employees covered hereunder shall be eligible to receive up to three (3) non-cumulative days of personal leave each school year, such personal leave to be compensated at the employee's regular daily rate of base compensation for each regular work day off work on approved personal leave. Such payment shall be exclusive of any applicable supplemental pay.

B. The personal leave days granted under the provisions above shall be in addition to any earned sick leave benefits to which an employee may be entitled and shall not be charged against any sick leave accumulation which may have accrued.

C. Any unused personal leave day shall not be carried as an accumulation beyond the school year in which earned.

- D. Such personal leave must be taken in either one-half or whole day increments
- E. Except in a case of an emergency which prevents the employee from securing advance approval, or in the case of severe snow storms delaying arrival at work, employees desiring to take personal leave must submit an application for such leave, at least two (2) work days in advance of the day desired off, to the applicable principal and such principal should indicate on the application his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half or one day segments.
- F. Except for emergency absence, as defined in Paragraph E, personal leave may not be taken:
 - 1. On the last work day before or the first work day after any holiday or other absence day.
 - 2. On the last work day before or the first work day after any approved vacation.
 - 3. During the ten (10) calendar days immediately prior and the ten (10) calendar day period immediately after the opening or closing days of any school year.
 - 4. When ten percent (10%) of the staff of any school building on any given date is absent.
 - 5. Under extenuating circumstances, the superintendent may waive these restrictions and grant personal leave. Leave requests hereunder shall not be unreasonably denied.
- G. Compensation for unused personal leave for certified individuals. All unused personal leave will be paid at a rate of, \$80 for one unused personal leave, \$180 for two unused personal leaves, and \$300 for three unused personal leaves. Payment will be provide in the last payment in August as part of the regular pay for the prior school year.

ARTICLE 11

ASSAULT LEAVE

- A. The Board assures teachers that it will put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board in matters of discipline.
- B. All cases of physical threat or assault to teachers shall be immediately reported to the principal. The teacher and the principal shall cooperate with police and judicial authorities with respect to the decision to file criminal charges as well as in any subsequent judicial proceedings, if necessary. Teachers will receive time off with no loss in pay for time spent in judicial proceedings as requested by police or judicial officers.

- C. If a teacher suffers incapacitation from normal duties as a result of battery in performance of contractual duties, said teacher will be given up to ten (10) days of paid leave not chargeable to sick leave. Accumulated sick leave may be used for incapacitation beyond ten (10) days. Application shall be made for a determination of benefits pursuant to the Ohio Workers' Compensation Act as soon as possible.
- D. Proof of the need for such leave may be required.

ARTICLE 12

JURY DUTY LEAVE

- A. Full time teachers selected as a juror or ordered to appear for jury selection and who appear in court pursuant to such selection or order, shall be paid the difference between the court payment and the regular earnings due such person.
- B. Leave shall be extended for only such time as is necessary for the jury duty and unless otherwise excused by the principal, such teacher is required to be at work during his/her normal work hours when he/she is not needed by the court.
- C. In the event a teacher appears as a witness on behalf of the Board or in a school-related matter when the teacher is subpoenaed and the Board is not a party to the action, the teacher shall not lose pay for the appearance time. All subpoenaed teachers shall immediately advise the principal of the receipt of any subpoena.
- D. Paid leave under this article shall be limited to fifteen (15) days in any school year.

ARTICLE 13

MILITARY LEAVE OF ABSENCE

- A. Any regular member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. Such members shall be reinstated into a position in the school system with full credit, including the annual increments under the salary schedule upon written request supported by competent proof that they are fully qualified to perform the duties of the position. The application for reinstatement shall be made within 90 days after discharge.

The Board may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof, in accordance with §3319.17 of the Revised Code.

ARTICLE 14

LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay for three (3) days or less may be granted at the discretion of the superintendent. His/her approval or disapproval shall be final and not subject to appeal through the grievance procedure.

ARTICLE 15

FAMILY AND MEDICAL LEAVE

A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the act will be provided to employees covered by this Agreement. Any alleged violations of the act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the act as provided by law.

B. Eligibility

An employee must have one (1) year's service with the Franklin Monroe Local School District and the required hours of work to be eligible for benefits under the act.

C. Leave Provisions

1. Each eligible employee is entitled to and shall be granted upon request a combined total of up to 12 weeks of unpaid leave per fiscal year to care for a new child or a sick child, parent or spouse, or to use the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as for a newborn child.
2. Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
3. Eligible employees must substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this article.
4. Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement, if possible, or as much notice as possible, if less than thirty days.
5. Leave under the act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt his/her work unnecessarily.
6. At the time the individual learns that his/her situation requires an extended leave, the person will notify the superintendent of the need for extended leave. FMLA leave will start at that point, regardless of prior sick leave used.

D. Protection of Employment and Insurance

1. The Board shall return the employee taking a leave under this article to the same or equivalent position he/she occupied prior to the leave.
2. The Board shall continue to pay the Board contribution to the current medical insurance coverage for the employee while he/she is on leave under this article

provided these insurances were in place for the employee at the time of the FMLA leave request.

3. The taking of a leave under this article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

E. Medical Certification

The Board may require medical certification from a licensed physician at the time of the leave request, at periodic intervals within the leave, and upon expected return to work of the employee as to the medical necessity for a leave under this article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position or that his/her presence is required to care for a seriously ill family member. This section shall be uniformly applied.

F. Return from Leave

If a teacher takes a leave under the FMLA which is to terminate within the last three weeks before the end of a school term, and the leave is of more than five weeks duration, the Board may require the teacher to remain on leave for the remainder of the term. However, the Board shall return this teacher to full pay and full benefits during the remainder of the term, even if all twelve weeks required by law have been used.

G. Applicability of Other Paid Leave Benefits

Employees with accrued but unused "paid time off" benefits must use such benefits before taking unpaid leave for absences which qualify under FMLA. Accrued "paid time off" benefits may only be used for FMLA purposes where the provisions of this Agreement permit their usage.

H. Concurrent Designation of FMLA Leave with other Leave

FMLA leave will be designated concurrently with any paid or unpaid leave used by the employee, if applicable, including absences during which the employee is on worker's compensation.

ARTICLE 16

PROFESSIONAL MEETING ATTENDANCE

- A. Employees covered hereunder are encouraged to apply for use of professional leave to attend conferences, meetings, workshops or school visitations. One conference or workshop may, at the discretion of the superintendent, be granted per year for the purpose of attending clinics in connection with coaching extracurricular duties or regular instructional duties. Additional days may be granted for exceptional situations at the discretion of the superintendent. Leave requests hereunder shall not be unreasonably denied.

- B. The Board will reimburse employees for actual expenses incurred subject to the maximums set forth below.
1. Travel - Rate of compensation for mileage shall be five cents (.05) less than the IRS approved rate.
 2. Housing – at a reasonable pre-approved amount by the administration. Employees are encouraged to share accommodations whenever possible.
 3. Meals - Not to exceed \$30.00 per day.
- C. Application must be made on the approved form with estimates of costs provided and be signed by the principal or supervisor and superintendent at least three (3) weeks in advance of the planned professional leave, unless otherwise waived by the superintendent.

All mileage and professional expenses shall be filed with the superintendent no later than the 15th day of the month following the month in which the expenses were incurred. The employee shall include receipts or bills for those expenditures for which he/she expects reimbursement.

ARTICLE 17

STAFF DEVELOPMENT and PROFESSIONAL DEVELOPMENT REQUIREMENTS of the NO CHILD LEFT BEHIND ACT

- A. Each teacher will be required to complete fourteen and one-half (14.5) clock hours of staff development during the year. All staff members who completed the requirements of the courses provided by Public School Works, will be granted seven and one quarter (7.25) clock hours of credit toward their needed 14.5 staff development hours. The stipulations for meeting this requirement are:
1. The completed hours shall take place during non-school hours and the board shall not be obligated to pay for professional development. If the board offers professional development hours and/or teachers receive stipends for professional development, the hours of such professional development activities shall be counted as professional development hours. However, these hours may not necessarily satisfy the “Professional Development” requirements of the No Child Left Behind Act (NCLB). Staff development approval may not be denied because the hours do not satisfy the “Professional Development” requirements of NCLB.
 2. Written approval of the appropriate administrator must be obtained prior to attending the in-service. Teachers are not required to provide verification of completion of approved staff development. They must complete the required form and submit it to their building principal.

3. The hours for the current school year must take place between the last student day of the preceding school year and the last student day of the current school year. The School District will not be open one Friday in October for the purpose of teachers being able to participate in professional development activities.
4. The in-service hours must be used to enhance the teaching assignment.
5. Regular semester hour courses will be approved. Fourteen and one half (14.5) clock hours within a course will satisfy the requirements for a school year. Because professional development hours are needed annually, teachers will be limited to "banking" a maximum of seven and one quarter (7.25) hours per school year.
6. Failure to complete the fourteen and one half (14.5) required in-service hours will result in a prorated dock in pay. Seven and one quarter (7.25) hours of in-service will equal one day.

B. Professional Development Requirement of the No Child Left Behind Act (NCLB).

1. Building principals are required to annually certify that their faculty members have participated in professional development activities that satisfy the requirements of NCLB.
 - a. Building principals may require that teachers "sign in" to professional development activities for NCLB so that principals have written records of participation.
 - b. Building principals may ask teachers to complete the Teacher Questionnaire for NCLB professional development activities.
2. NCLB
 - a. requires that professional development activities be sustained and ongoing.
 - b. does not permit participation in one-day workshops to count as professional development.
 - c. does not specify the number of hours of "highly qualified" professional development needed.
3. Participation in two (2) professional development activities annually that satisfy the guidelines of NCLB will be sufficient for faculty members to meet the professional development requirements of NCLB.
4. The administration of Franklin Monroe has agreed to provide two (2) two-hour professional development opportunities (early dismissal of students) annually and numerous professional development opportunities at regularly scheduled faculty meetings to satisfy the professional development requirements of NCLB.
 - a. The early dismissal professional development opportunities may not be used to satisfy Article 17 of the negotiated agreement because the professional development will be presented within the school day.

5. Teachers are encouraged to keep personal records of annual participation in all professional/staff development activities.

ARTICLE 18

TRANSFERS, VACANCIES AND PROMOTIONS

- A. Any request by an employee covered hereunder for a transfer to a different class, building or position shall be made in writing to the superintendent on or before March 1 of each calendar year. The transfer request shall set forth the reasons for requesting such a transfer. Seniority will be a consideration.
- B. Involuntary transfers may be made upon the recommendation of the superintendent and notification of the reasons for any such transfers shall be given to any persons so transferred.
- C. Whenever it is determined to fill a vacancy, notice of the vacancy(ies) shall be posted on the faculty bulletin boards for a period of five (5) work days. During the summer months, notice of the vacancy(ies) shall be sent out with payroll checks; however, the superintendent, with Board approval, may fill said position(s) without any obligation to notify the employees of the vacancy(ies).

ARTICLE 19

PERSONNEL RECORDS

- A. The only official personnel file for each teacher shall be maintained in the Central Office.
- B. Official personnel files will be open for inspection by the employee, Board members, appropriate administrative personnel and the authorized representative of the employee upon the receipt of written authorization from such employee. These files may be inspected and copies by the employee or his/her representative in the presence of the superintendent or his/her designee.
- C. When an administrator finds it necessary to place a negative item in the employee's file, the employee shall be notified of the item, afforded the opportunity to read the item and/or given a copy of said item. The employee shall acknowledge that he/she has read the item by affixing his/her signature on the document filed. If the employee refuses to sign the document, the administrator shall make notation on the document that the employee has indeed seen the document but has refused to sign. The employee shall have the right to answer the items and the answer shall be attached to the file copy.
- D. Any disciplinary actions older than five (5) years shall be deleted from the personnel file.
- E. No anonymous material shall be placed in an employee's personnel file.

ARTICLE 20

CONTRACTS

A. Regular Contracts

Teachers hereunder shall be issued written contracts which shall include the following:

1. Name of teacher.
2. Name of school district and Board.
3. Type of contract - limited or continuing, and if limited, the dates the contract will run.
4. Compensation per salary schedule.
5. Provision for signature and date of signing by the teacher, board president and treasurer.

B. Sequence of Contracts

1. All teachers new to the district shall be granted a regular limited contract with duration of up to one (1) year.
2. After the expiration of the first regular teaching contract, the teacher shall be granted a second limited contract with a duration of one (1) year.
3. After the expiration of the second regular teaching contract, the teacher shall be granted a third regular limited contract with a duration of two (2) years and if that contract is successfully completed, an additional two (2) year regular teaching contract.
4. Thereafter, the teacher shall be issued three (3) year regular teaching contracts unless:
 - a. The teacher is granted a continuing contract, or,
 - b. The Board alters the sequence of limited contracts by offering up to two (2) additional one (1) year limited contracts prior to becoming eligible for the initial three (3) year limited contract.

C. Continuing Contract Eligibility

1. A teacher who expects to be eligible for continuing contract status in the succeeding school year and who further desires to be considered for a continuing contract by the Board for the succeeding school year shall give the superintendent or his/her designee written notice of such intent by September 15 for the current school year.

2. Before April 15, the superintendent will give the teacher written notice whether or not he/she intends to recommend a continuing contract. Any failure to make a recommendation for continuing contract status or any failure by the Board to grant continuing contract status shall not be made the subject of a grievance and shall not be processed as such.

- All issues regarding Continuing Contract refers back to ORC 3319.11

D. Supplemental Contracts

Teachers who are employed and are to be compensated by the Board for approved supplemental duties (or extended time) in addition to regular teaching duties shall be employed on "supplemental contracts." A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board.

A supplemental position will not be filled if the Board determines there are insufficient numbers of student participants in an activity to warrant the activity being provided.

E. College Credit Plus Instructors

The Board recognizes the importance of providing opportunities for our High School students to obtain college credits for courses offered on our campus. Qualified individuals who teach a course recognized and approved by a college/university that has been approved by the Franklin Monroe Local administration to our High School students on our campus will receive four hundred (\$400) per course that has an ending enrollment of at least five (5) students who receive college credits. These payments will be made at the end of each semester after student grades have been certified. The payment will be included in the staff member's regular paycheck. The reimbursement process will be based on the Supplemental Contract payment procedures.

F. Tuition Reimbursement

During the term of this contract, the Board agrees to appropriate nine thousand dollars (\$9,000) per year for the purpose of funding a tuition reimbursement program for all certified/licensed employees. The tuition reimbursement program shall fund only coursework for which credit is granted.

Application Process

All certified/licensed Staff members requesting participation in the tuition reimbursement program will submit a preliminary application on forms provided by the Franklin Monroe Local School District and attached as Addendum H. To insure consideration, the preliminary application should be submitted to the Superintendent of the Schools before the class/course has started. All requests will be approved or disapproved by the Superintendent and returned to the requesting individual within ten (10) working days.

After the successful completion of the approved course work, the individual employee will be required to submit an official grade report, a receipt which provides a complete listing of all fees paid and an application for reimbursement. No

reimbursement check will be issued until these documents have been received. Deadline for submission of all documents required for reimbursement shall not exceed ninety (90) days from the date of completion of all coursework. Failure to submit all required documents in a timely fashion may result in the loss of reimbursement. Certified/licensed staff members will be authorized to enroll at any teacher training institution in the State of Ohio or any accredited university outside of Ohio whose credits will be accepted by a teacher training institution in Ohio. No employee on an unpaid leave of absence is eligible for participation.

Employees approved for participation in the tuition reimbursement program will be reimbursed for a semester course at a rate not to exceed \$125.00 per semester hour. No employee will be reimbursed for more than 10 semester hours during one calendar year.

The distribution of funds will be committed to the tuition reimbursement program equally distributed over the three academic semesters. Funds will be distributed as follows:

Credit courses:

Fall Semester	\$3000
Winter Semester	\$3000
Summer Semester	\$3000

All courses approved by the Superintendent per semester will become part of the pool amount of \$3000 and then equal distributed at a rate not to exceed a reimbursement of more than \$125.00 per semester hour. Funds not used during one semester will not be carried over to the next semester.

G. Retirement Notification

If an employee submits in writing a retirement notification by Nov. 1 of the current school year that would take affect at the end of May of that current school year, the employee would be paid an additional \$1000 in their severance package.

H. Bus Driver License Incentive

All employees who become school bus driver certified will receive a one-time stipend of \$500. All school bus certified drivers who drive at least three times for payment during a school year will receive a \$250 stipend paid with their first July payment.

ARTICLE 21

DISCIPLINE

A. Disciplinary actions affecting an employee may include:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Contract termination

The teacher may be accompanied by an Association representative at any step other than an oral reprimand.

Contract non-renewal shall not be deemed to be a disciplinary action.

Where appropriate, disciplinary measures shall follow a progression.

Except for contract termination, appeals of disciplinary actions may be made through the Grievance Procedure. Contract termination appeals may be made through the procedures set forth in Ohio Revised Code §§3319.16 and 3319.161.

When the disciplinary action recommended by the administrator involves a suspension without pay, a recommendation for such action shall be made to the Board of Education and the Board of Education shall have the authority to sustain or modify the recommended action. This review by the Board shall occur before the matter may be appealed through the Grievance Procedure.

ARTICLE 22

JOB DESCRIPTIONS

- A. Where applicable, the duties and responsibilities of teachers will be set out in job descriptions and include those assignments of persons on supplemental and/or extended teaching contracts. Persons desiring a copy of their job description may, upon request, obtain same during the first week of the school year. Persons desiring a review of their respective job descriptions shall submit their recommendations in writing prior to the month of October of any school year.

Evaluations of persons holding supplemental and/or extended contracts shall be made in accordance with the assignments set forth in the job descriptions and be done as far as practical as set forth in the Evaluations Article in this Agreement.

New teachers will be furnished a copy of the applicable job description with their contract.

ARTICLE 23

SALARY SCHEDULES

- A. The salary schedule for each year of this Agreement shall be as set forth in the addendum attached hereto and made a part hereof.
- B. Advanced placement on the salary schedule shall be based on degree and hours earned from an accredited college or university. Teachers shall be eligible for salary schedule advancements biannually in August and January. The treasurer shall advance the Teacher on the salary schedule upon receiving, on or before September 15 and January 30 of the respective semesters, appropriate documentation of the additional hours/degrees earned. The treasurer shall calculate the salary increase effective the beginning of the first semester for documentation received on or before September 15 and the beginning of the second semester for documentation received on or before January 30.

- C. Annually, not later than the first day of September, the treasurer shall provide notice to each teacher who holds a contract valid for the succeeding school year as to the salary to be paid for such year.

ARTICLE 24

STRS PICK-UP

- A. The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "pick-up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory State Teachers Retirement System contribution which has been designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up," nor is the Board's total contribution to the State Teachers Retirement System increased thereby.
1. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
 2. The parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
 3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).
 4. Such salary reduction shall be considered when combined with actual salary to not result in a salary which is less than the salary available under the state minimum salary schedule.
 5. It is understood that it is the responsibility of each individual teacher to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
 6. The Board is not liable, nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
 7. The Association agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of the Article.

ARTICLE 25

INSURANCE

- A. All regular contract employees covered hereunder shall receive at no cost to the employee:
 - 1. \$40,000.00 of group term life insurance, and
 - 2. \$40,000.00 of group accidental death and dismemberment group insurance.
- B. The Board shall pay 80% of the premium for single coverage and 80% of the premium for family coverage for the medical insurance described in Section G. herein. This will apply to both the PPO and the HSA coverages through the conclusion of this contract ending June 30, 2018.
- C. Insurance benefits herein described shall be subject to coordination of benefits and other insurance contract provisions in accordance with the terms of the master agreement(s) between the insurance carrier(s) and the Board.
- D. If an employee or dependent covered by the provisions of this article incurs medical expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier or its assignee shall be subrogated to all the covered person's rights of recovery against said third party to the extent of any and all payments made hereunder with respect to such illness or injury, and said person or his/her appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier or its assignee such rights of subrogation.
- E. Not less than thirty (30) days prior to a carrier change, the Board shall give the Association a plan description of the new carriers' coverage.
- F. The PPO plan will stay in place until December 31, 2015. As of January 1, 2016 a new HSA will be in place.

G. Medical insurance coverage shall be as follows:

Your Summary of Benefits



Educational Purchasing Council - Franklin Monroe
Blue Access® (PPO)
Effective October 1, 2012

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$100/\$200	\$200/\$400
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries, allergy serum and injections! o allergy testing	\$20/\$20 20%	30% 30%
Preventive Care Services Services include but are not limited to: o Medical History o Mammography ¹ o Pelvic Exams o Pap testing o PSA tests o Immunizations ¹ o Annual diabetic eye exam o Annual Vision and Hearing exams	\$20/\$20	30%
Emergency and Urgent Care Emergency Room Services o facility/other covered services (copayment waived if admitted) Urgent Care Center Services	\$75 \$35	\$75 \$35
Inpatient and Outpatient Professional Services	10%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: o 60 days for physical medicine/rehab o 180 days for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility o Surgery and administration of general anesthesia	10%	30%

Anthem Blue Cross and Blue Shield is the trade name of Commonwealth Insurance Company.
 An independent licensee of the Blue Cross and Blue Shield Association.
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Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services Including but not limited to: <ul style="list-style-type: none"> o Home Care Services 30 visits non-network (excludes IV Therapy) o Certain diagnostic outpatient services o Hospice Care o Ambulance Services 	10% 20% No copayment/coinsurance	30% 20% No copayment/coinsurance
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits) Limits apply to: <ul style="list-style-type: none"> o Physical/Occupational Therapy: 30/30 visits o Spinal Manipulation Therapy: 12 visits o Speech Therapy: 20 visits 	Copayments based on place of service	Copayments based on place of service
Medical Supplies, Equipment and Appliances	20%	40%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> o Inpatient Facility Services o Inpatient Professional Services o Physician Office Services (PCP/SCP) o Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	10% 10% \$20/\$20 10%	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> o Except Kidney and Cornea transplants³ 	No copayment/coinsurance	50%
Prescription Drugs: Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

- o All deductibles and copayments apply toward the Out-of-Pocket Maximum (except human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Physician Office Services and Urgent Care).
- o Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance excluding allergy testing (Network).
- o Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, Internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- o SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- o Benefit period = calendar year
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

Your Summary of Benefits

- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.
3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Pre-certification:

Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Grandfathered Health Plan

We believe this coverage is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator or your Employer.

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.
You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Benefit information contained herein is not final, pending approval by the Ohio Department of Insurance
By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

- H. A Joint Health Insurance Benefit Committee may be established and made up of no more than two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the President of the FMEA for the purpose of reviewing the current health care insurance plan. The Committee shall meet at least once annually and may submit a written proposal for consideration of the parties. Upon receipt of a written proposal the parties shall have thirty (30) calendar days to review such proposal(s) and consider same for ratification. Pending ratification the Agreement shall be reduced to a Memorandum of Agreement. Changes shall not be implemented prior to ratification of the parties.

- I. Health Savings Account Plans (HSA)
 - 1. Types of plans include:
 - A. Single
 - B. Family
 - C. Employee plus kids (EE + Kids)

2. School Contributions to HSA

	Single	Family	EE + Kids
2016	\$1,500.00	\$2,700.00	\$2,700.00
2017	\$1,200.00	\$2,200.00	\$2,200.00
2018	\$950.00	\$1,700.00	\$1,700.00

*The school district's contribution will be available by January 1 of each plan year. A plan year is defined as January 1 through December 31.

3. Summary of benefits for the HSA (See Addendum L)

- J. Incentive For Opting Out Of Board Paid Health Care Insurance. Please complete addendum M during the meeting provided by the Treasurer on a yearly basis about accepting or declining Health Insurance Coverage while completing the Benelogic information on-line.

Any school employee who opts out of the board's health insurance plan shall be paid an incentive in the amount of \$1,000 if eligible for family coverage or \$750 if eligible for single coverage for each year of this agreement. These monies will be paid at the completion of the plan year. If at time during the plan year an employee has to take the Board paid health insurance plan these monies are forfeited.

If both spouse work in the Franklin Monroe LSD and at least one spouse is a certified employees of the Franklin Monroe LSD, they are not eligible for the Opt Out Incentives. The Board's contribution will be the sum of a family plan contribution and a single plan contribution not to exceed \$4000 in the plan year.

ARTICLE 26

CITIZEN/PARENT COMPLAINT PROCEDURE

Complaints against teachers originating outside of the public school system shall be handled as follows:

- A. A complaint against a member of the teaching staff, received by a member of the Board, shall be referred to the superintendent.
- B. The superintendent or principal shall inform the teacher of the complaint.
- C. If the superintendent informs the building principal rather than the teacher, the building principal will inform the teacher of the complaint directed toward him/her and offer him/her an opportunity to settle the complaint.

Formal Procedure

If the complaint cannot be settled informally, the following procedures shall be followed:

- A. At the request of the complainant or teacher, a meeting of the teacher, principal and the

complainant will be arranged at a mutually convenient time to discuss the complaint.

- B. If the complainant is not satisfied with the results of the meeting, the complainant shall be directed to the superintendent or his/her designee.
- C. At the formal level the teacher may have an Association representative present at any meeting.

ARTICLE 27

SCHOOL CALENDAR

- A. The administration seeks to involve teachers in compiling priorities and making suggestions about the annual school calendar and any such recommendations may be presented to the superintendent. A copy of the drafted school calendar will be presented to the Association President prior to being Board approved.

ARTICLE 28

FORMAL EVALUATION

A. OTES Defined Teacher

All bargaining unit members meeting the statutory definition of teacher pursuant to the Ohio Revised Code shall be evaluated in accordance with the Board adopted policy and any memoranda of understanding entered into by the parties.

Bargaining unit members who do not meet the statutory definition of teacher shall be evaluated according to this Article. Those members shall be observed and evaluated using the same timelines and frequency for OTES teachers as set forth by the Board adopted evaluation policy and any memoranda of understanding entered into by the parties.

It is agreed that any complaints regarding violations of either this Article or the Board adopted evaluation policy shall be subject solely to the grievance procedure contained in this Agreement and shall supersede and replace conflicting provisions of any evaluation requirements of Ohio Revised Code section 3319.11 with which this provision is in conflict.

Teachers shall be evaluated in accordance with State law and the standards-based, statewide teacher evaluation framework adopted by the State Board of Education and the policy of the Franklin Monroe Local School District Board of Education.

1. Application

Notwithstanding Ohio Revised Code § 3319.09, this evaluation program applies only to teachers who are licensed, certificated, or have a permit issued under 3319.301 and who spends at least 50% of his/her time providing student instruction.

The evaluation program set forth in this this section does not apply to substitute teachers or individuals who are not members of the bargaining unit.

2. Evaluators

- a. A Franklin Monroe employed administrator will evaluate teachers whose student growth measure is in the bottom two tiers and/or performance rating is in the bottom two tiers of the OTES defined system. If the final rating is in the top two tiers, then the evaluation may be done by any credentialed evaluator.
- b. Any teacher with an above-expected level of student growth on the student growth measure dimension of the evaluation may be evaluated by any credentialed evaluator.
- c. All evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education (ODE).

3. Evaluation Timeline

- a. Each teacher shall be evaluated once each school year.
- b. The annual evaluation will be based on two (2) formal observations of at least thirty (30) minutes each and periodic walkthroughs conducted over the course of a year, subject to the following exceptions:
 - i. Three formal evaluations of at least thirty (30) minutes will be conducted for teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who may be considered for nonrenewal.
 - ii. Any teacher who receives an effectiveness rating of accomplished on the teacher's most recent evaluation will be evaluated every three (3) years.
 - iii. Any teacher who receives an effectiveness rating of skilled on the teacher's most recent evaluation will be evaluated every two (2) years.
 - iv. Any teacher meeting criteria ii and iii above will still be required to have one pre-observation meeting, one observation, and one post observation meeting.
 - v. Any changes to ORC 3319.111 will supersede this agreement.
- c. All final teacher evaluations will be completed by May 1 of the school year in which they are conducted.
- d. Each teacher will be provided with a written copy of the evaluation results by May 10.

4. Effectiveness Rating

- a. Beginning in the 2015-2016 school year, each teacher evaluation will result in an effectiveness rating of:
 - i. “Accomplished”
 - ii. “Skilled”
 - iii. “Developing” or
 - iv. “Ineffective”
- b. Fifty-percent (50%) of the evaluation will be based on teacher performance and fifty-percent (50%) will be based on student growth measure.
- c. The student growth measure will be based on:
 - i. A1 teacher – Teacher who instructs Value-Added Subjects exclusively. Fifty-percent (50%) will be teacher level Value-Added.
 - ii. A2 teacher – Teacher who instructs Value-Added courses, but not exclusively. Forty percent (40%) will be teacher level Value-Added and ten percent (10%) will be district Value-Added.
 - iii. B teacher – Approved vendor assessment teacher-level data available. Forty percent (40%) will come from vendor assessment and ten percent (10%) will be district Value-Added.
 - iv. C teacher - No teacher-level Value-Added or approved vendor assessment data available. Fifty percent (50%) will be district Value-Added.
- d. Teacher performance and student growth measure ratings will be combined to reach the summative teacher effectiveness rating.
- e. The parties recognize that the Board of Education is obligated to submit to the ODE the number of teachers for whom an evaluation was conducted and the number of teachers assigned each effectiveness rating. However, teachers’ names and any other personally identifiable information shall not be reported to the ODE.

5. Observations

- a. Scheduled observations – A minimum of two (2) formal observations shall be conducted before April 15. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. The first round of observations will be completed before Christmas break.
- b. Pre-Observation Conference – All formal observations shall be preceded by a conference between the evaluator and the teacher to explain plans and objectives for the work situation to be observed.
- c. Post-Observation Conference – After the first observation, a post conference will be held within ten (10) days. The post conference after the second observation will serve as the post and summative conference for the entire evaluation process

and will be completed ten (10) days after the second observation. The building administrator will be part of and participate in the summative post conference.

6. Evaluation Instrument

- a. The official evaluation instrument of the Franklin Monroe Local School District shall be the Teacher Performance Evaluation Rubric developed by the Ohio Department of Education as part of its OTES model system. That rubric is attached as Addendum I.
- b. When an informal walkthrough is to become part of the teacher's evaluation, the evaluator will use the "Informal Observation/General Form" prepared by the ODE and attached as Addendum J or a union approved electronic substitute. The teacher will be provided a copy of the completed form upon request. The walkthrough will be conducted by the teacher's evaluator or the building administrator.

7. Calculating Student Growth

- a. The student academic growth portion of the evaluation shall be measured by use of multiple measures based upon course(s) taught by the particular teacher.
 - i. Value-added scores will be relied upon exclusively in evaluation of teachers who teach courses where value-added scores are available.
 - ii. When a teacher is responsible for both value-added and non-value-added courses, student growth will be calculated as follows:
 1. A1 teacher – Teacher who instructs Value-Added Subjects exclusively. Fifty-percent (50%) will be teacher level Value-Added.
 2. A2 teacher – Teacher who instructs Value-Added courses, but not exclusively. Forty percent (40%) will be teacher level Value-Added and ten percent (10%) will be district Value-Added.
 3. B teacher – Approved vendor assessment teacher-level data available. Forty percent (40%) will come from vendor assessment and ten percent (10%) will be district Value-Added.
 4. C teacher – No teacher-level Value-Added or approved vendor assessment data available. Fifty percent (50%) will be district Value-Added.
- b. Data from the student growth measures set forth above shall be converted to a score in one of five levels of student growth: 1) "Most Effective"; 2) "Above Average"; 3) "Average"; 4) "Approaching Average"; and 5) "Least Effective" as provided for in the ODE guidelines.
- c. In the calculation for student growth, students shall be excluded per state law and regulation.

8. Professional Growth and Improvement Plans

- a. Teachers who meet “Most Effective”, “Above Average”, or “Average” levels of student growth must develop a professional growth plan using the ODE form attached as Addendum K.
- b. Teachers who meet “Approaching Average” or “Least Effective” levels of student growth must comply with an improvement plan developed by the evaluator using the ODE form attached as Addendum K.
- c. Professional growth and improvement plans for a school year shall be developed no later than ten (10) workdays after the first day of school.
- d. Professional growth and improvement plans shall describe the performance expectations, resources, and assistance to be provided to the teacher.
 - i. All teachers will receive professional development opportunities.
 - ii. Teachers on an improvement plan will be provided additional professional development opportunities and support as needed.
 - iii. A minimum of a six (6) week period of time will be given to the teacher to meet the requirements of the improvement plan.

9. Response to Evaluation, Rebuttal, and Right to Grieve

- a. The teacher shall have the right to make a written response to the evaluation and to have that response attached to the evaluation report to be placed in the teacher’s personnel file. A copy, signed by both parties, shall be retained by the teacher.
- b. The teacher shall have the right to file a grievance for violations of the procedure for evaluations set forth herein. The teacher shall have the right to file a grievance for adverse employment actions resulting from the evaluation.

10. Testing for Teachers in Core Subject Areas.

- a. Teachers of core subject areas (as defined by State law) who have received a rating of “Ineffective” for a period of time may be subject to take all written examinations of content knowledge selected by the ODE.
- b. If a teacher passes the examination(s) and provides proof of passage to the Board, he/she will not be required by the district unless required by the State to take such examinations again for three years, regardless of the teacher’s evaluation ratings or the performance index score ranking of the building in which the teacher teaches. The teacher will be required to complete professional development that is targeted to the deficiencies identified in the teacher’s evaluations.
- c. The receipt by the teacher of a rating of “Ineffective” on the teacher’s next evaluation after completion of professional development of the failure of the teacher to complete professional development shall be grounds for termination.

11. Promotion, Retention, and Removal Decisions

- a. Beginning in the 2015-2016 school year, a teacher's annual evaluation shall be considered for retention and promotion decisions and for the removal of poorly performing teachers. Seniority shall not be the basis for making such decisions, except when making a decision between teachers who have comparable evaluations.
- b. When a district or building administrator deems that teacher's performance is ineffective/unsatisfactory and it is the administrator's intention to recommend non-renewal of a contract, termination of the contract, non-approval of a request for a continuing contract, or other adverse change in employment status, the teacher shall be notified in writing at least seven (7) days prior to the adverse recommendation.
- c. A conference shall be held between the teacher and the administrator responsible for the adverse recommendation prior to any final recommendation to the Board of Education. The teacher shall have the right to a representative at this conference.

12. Training

Training and information about the evaluation framework and system is widely available on the website of the Ohio Department of Education. Additional training may be provided to individual teachers upon request, at the Board's expense, upon a showing of good cause and at the discretion of the Superintendent.

13. Non-Discrimination

In evaluation a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

B. The non-OTES defined teacher

1. The building administrator shall notify teachers who are regularly scheduled for evaluations of instructional techniques during the current school year no later than October 1. The building administrator shall hold a meeting of teachers scheduled for evaluation for the purpose of apprising them of the standards upon which they will be evaluated.
2. Formal evaluations shall be in accordance with Board policy which shall not be changed during the term of this Agreement.
3. Evaluations conducted under this article shall be for the major purpose of assisting the teacher toward improved instruction and performance.

4. When a building administrator deems that a teacher's performance is unsatisfactory, the administrator shall notify such teacher of his intent, in writing. Such notification shall set forth the specific area(s) of alleged unsatisfactory performance. Following such notification, the administrator and teacher shall meet to discuss goals to improve performance.
5. Classroom observations of the work performance of a teacher shall be conducted openly with the observer visible to the teacher.
6. Within ten (10) work days or a mutually agreed upon date beyond this limit, a teacher shall be given a copy of any written evaluation.
7. No evaluation will be placed in the teacher's file without prior notice to the teacher.
8. All evaluations must be dated and signed by the teacher. Such signatures shall not necessarily indicate agreement with the evaluation or report.
9. Teachers shall be permitted to affix comments attached to any evaluation prior to placement of the evaluation in the teacher's file.
10. The evaluation instrument shall not be changed during the term of this Agreement unless otherwise mutually agreed to by the parties.

ARTICLE 29 REDUCTION IN FORCE

- A. When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the district, grade, or curricular changes, or for financial reasons, a board of education decides that it will be necessary to reduce the number of teachers by suspension of contracts, it may make a reasonable reduction.

In making such reduction, the Board shall proceed to suspend contracts in accordance with the provisions of O.R.C. § 3319.17.

If it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and the order shall be based on the following:

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
 - a. Certification/Licensure within the affected teaching field.
 - b. Consideration of the performance evaluations set forth in this Agreement.

- c. 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.
3. Third, should the necessary reduction in staff exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
 - a. Certification/Licensure within the affected teaching field.
 - b. Consideration of the performance evaluations set forth in this Agreement.
 - c. 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.
 - d. Using the exclusive criteria in this provision, the District will establish the order in which members' contracts are suspended.

B. Seniority

Where seniority is a consideration, the following procedures apply:

1. All members of the faculty will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Said list is to be prepared and maintained by the Superintendent and given to the Association President upon request. Teachers serving under continuing contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
2. Seniority will be defined as the length of the continuous service as a certificated/licensed employee under regular contract in this district.
 - a. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
 - b. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - i. the date of the board meeting at which the teacher was hired, and then;
 - ii. the date the teacher signed his/her initial employment contract in this district, and then by;
 - iii. the date and time the teacher verbally agreed to accept the terms of employment. (This will be recorded by the Superintendent and placed in the employee's personnel file.)
 - c. Where appropriate, recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field.

C. Right of Recall

Such right of recall shall be limited to two (2) years. Recall shall be given to those persons whose area(s) of certification/licensure is on record with the Board at the time positions become vacant or are created.

The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction. Teachers on the recall list will have the following rights:

1. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
2. Teachers on the recall list will be recalled for vacancies in areas for which they are certificated/licensed in the following order:
 - a. First, teachers having continuing contracts in reverse order of layoff.
 - b. Second, teachers having limited contracts in reverse order of layoff.
3. If a vacancy occurs, the Board will send a certificated announcement to the most recently known address of all teachers on the recall list who are qualified according to those provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days, or who declines to accept the position, will forfeit all recall rights.
4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

ARTICLE 30

WORKING CONDITIONS

- A. The normal contract year for teachers covered hereunder shall consist of one hundred eighty-five (185) work days - one hundred eighty (180) student days, two (2) teacher work days, and three (3) days to be determined by the administration.
- B. The length of the normal work day for full-time teachers shall be seven and one-fourth (7-1/4) hours, including a daily, uninterrupted, thirty (30) minute duty-free lunch.
- C. Emergency Closing/Delays - On days when a delay is announced, teachers will not be required to report at their normal, regularly scheduled reporting time. Reporting time will be delayed by that amount of time announced for the delay.
- D. Each certified/licensed teacher will have 200 minutes of planning time included within each work week. This planning time will be within the confines of the instructional day.

- E. The administration will make every attempt to provide a minimum of a two hour early release for students at the conclusion of each quarter. This time will be used by the staff on campus for the purpose of finalizing student grades.

ARTICLE 31

CLASS SIZE

The Association and the Board agree that to provide the best education possible for all students, optimum class size should be maintained. Therefore, every reasonable effort will be made by the district to limit non-district students, whenever possible, if such acceptance would have an adverse impact on class size.

ARTICLE 32

MISCELLANEOUS

- A. The agreed upon Collective Bargaining Agreement will be posted on Darkenet for the entire staff. One signed hard copy will be provided to the Association.
- B. Teachers required by the Board to use their private vehicles as part of a regular teaching assignment shall be reimbursed for the actual mileage driven at 5 cents (\$.05) less than the IRS approved rate. Permission to utilize a private vehicle for such purpose(s) must be approved by the superintendent.

This benefit does not include commutation between the teacher's home and the district.
- C. Entry Year program - No entry year/mentor program will be developed or implemented without input of local teacher representatives.
- D. Teachers will receive compensation for the first five regularly scheduled school days that are canceled. All additional days will be made up.

ARTICLE 33

SAVINGS CLAUSE

- A. This Agreement is subject to all existing and applicable state or federal laws and Board policies, provided that should any change be made in any state or federal laws or Board policies which would be applicable and contrary to any provision contained herein, such provisions herein contained shall automatically be terminated and the remainder of this Agreement shall remain in full force and effect.
- B. Should any provision or portion thereof of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific provision or portion thereof. The parties will meet in a committee to discuss the abrogated provision and its impact on the Agreement. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 34

IMPASSE

- A. Either party to this Agreement shall have the authority to declare that negotiations for a successor Agreement are at an impasse. When impasse is declared, the Federal Mediation and Conciliation Service shall be used as the sole method of impasse resolution.

ARTICLE 35

NO STRIKE/LOCKOUT

- A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the Association.
- B. The Association agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement and the Association will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this article.
- C. In the event the employees of the Board in any employee unit represented by any labor organization, professional association, or by the Association, engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees covered hereunder shall continue to work during any such activity as a condition of continued employment, without exception, and upon the request of the superintendent or the Board.
- D. Any strike, stoppage, slowdown, refusal to work in violation of Paragraph C, or other interruption of work during the life of this Agreement shall constitute cause for discharge or other disciplinary measure of the employee for employees who participate therein or who are responsible therefor.

ARTICLE 36

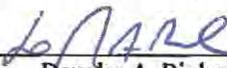
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2015 and shall remain in effect through June 30, 2018, and for yearly periods from year to year thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date June 30, 2018, or the end of any yearly extension period.

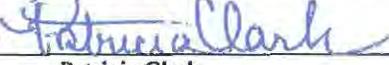
IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of May, 2015.

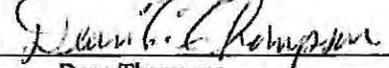
FOR: FRANKLIN MONROE
BOARD OF EDUCATION

By 
Jeff Patrick
Superintendent
Designated Representative

By 
Douglas A. Bixler
Treasurer

FOR: FRANKLIN MONROE
EDUCATION ASSOCIATION

By 
Patricia Clark
FMEA President

By 
Dean Thompson
Board of Ed President

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
ADDENDUM A - Fiscal Year 2016**

EXPERIENCE IN YEARS	BACHELOR DEGREE	BACHELOR + Bachelor Degree with >15 Semester Hours	MASTER'S DEGREE	MASTER'S +15 SEMESTER HOURS
0	35,131.14 1.000	36,466.12 1.038	38,468.60 1.095	40,365.68 1.149
1	36,466.12 1.038	37,976.76 1.081	40,154.89 1.143	42,051.97 1.197
2	37,801.11 1.076	39,487.40 1.124	41,841.19 1.191	43,738.27 1.245
3	39,136.09 1.114	40,998.04 1.167	43,527.48 1.239	45,424.56 1.293
4	40,471.07 1.152	42,508.68 1.21	45,213.78 1.287	47,110.86 1.341
5	41,806.06 1.190	44,019.32 1.253	46,900.07 1.335	48,797.15 1.389
6	43,141.04 1.228	45,529.96 1.296	48,586.37 1.383	50,483.45 1.437
7	44,476.02 1.266	47,040.60 1.339	50,272.66 1.431	52,169.74 1.485
8	45,811.01 1.304	48,551.24 1.382	51,958.96 1.479	53,856.04 1.533
9	47,145.99 1.342	50,061.87 1.425	53,645.25 1.527	55,542.33 1.581
10	48,480.97 1.380	51,572.51 1.468	55,331.55 1.575	57,228.63 1.629
11	49,815.96 1.418	53,083.15 1.511	57,017.84 1.623	58,914.92 1.677
12	51,150.94 1.456	54,593.79 1.554	58,704.13 1.671	60,601.22 1.725
15			60,390.43 1.719	62,287.51 1.773
20			62,076.72 1.767	63,973.81 1.821
25			63,763.02 1.815	65,660.10 1.869
27			65,449.31 1.863	67,346.40 1.917

EFFECTIVE: July 1, 2015

ADOPTED: May 18, 2015

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
ADDENDUM A - Fiscal Year 2017**

EXPERIENCE IN YEARS	BACHELOR DEGREE	BACHELOR + Bachelor Degree with >15 Semester Hours	MASTER'S DEGREE	MASTER'S +15 SEMESTER HOURS
0	35,833.76 1.000	37,195.44 1.038	39,237.97 1.095	41,172.99 1.149
1	37,195.44 1.038	38,736.29 1.081	40,957.99 1.143	42,893.01 1.197
2	38,557.13 1.076	40,277.15 1.124	42,678.01 1.191	44,613.03 1.245
3	39,918.81 1.114	41,818.00 1.167	44,398.03 1.239	46,333.05 1.293
4	41,280.49 1.152	43,358.85 1.21	46,118.05 1.287	48,053.07 1.341
5	42,642.17 1.190	44,899.70 1.253	47,838.07 1.335	49,773.09 1.389
6	44,003.86 1.228	46,440.55 1.296	49,558.09 1.383	51,493.11 1.437
7	45,365.54 1.266	47,981.40 1.339	51,278.11 1.431	53,213.13 1.485
8	46,727.22 1.304	49,522.26 1.382	52,998.13 1.479	54,933.15 1.533
9	48,088.91 1.342	51,063.11 1.425	54,718.15 1.527	56,653.17 1.581
10	49,450.59 1.380	52,603.96 1.468	56,438.17 1.575	58,373.20 1.629
11	50,812.27 1.418	54,144.81 1.511	58,158.19 1.623	60,093.22 1.677
12	52,173.95 1.456	55,685.66 1.554	59,878.21 1.671	61,813.24 1.725
15			61,598.23 1.719	63,533.26 1.773
20			63,318.25 1.767	65,253.28 1.821
25			65,038.27 1.815	66,973.30 1.869
27			66,758.29 1.863	68,693.32 1.917

EFFECTIVE: July 1, 2016

ADOPTED: May 18, 2015

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE
ADDENDUM A - Fiscal Year 2018**

EXPERIENCE IN YEARS	BACHELOR DEGREE	BACHELOR + Bachelor Degree with >150 Semester Hours	MASTER'S DEGREE	MASTER'S +15 SEMESTER HOURS
0	36,550.44 1.000	37,939.36 1.038	40,022.73 1.095	41,996.46 1.149
1	37,939.36 1.038	39,511.03 1.081	41,777.15 1.143	43,750.88 1.197
2	39,328.27 1.076	41,082.69 1.124	43,531.57 1.191	45,505.30 1.245
3	40,717.19 1.114	42,654.36 1.167	45,286.00 1.239	47,259.72 1.293
4	42,106.11 1.152	44,226.03 1.21	47,040.42 1.287	49,014.14 1.341
5	43,495.02 1.190	45,797.70 1.253	48,794.84 1.335	50,768.56 1.389
6	44,883.94 1.228	47,369.37 1.296	50,549.26 1.383	52,522.98 1.437
7	46,272.86 1.266	48,941.04 1.339	52,303.68 1.431	54,277.40 1.485
8	47,661.77 1.304	50,512.71 1.382	54,058.10 1.479	56,031.82 1.533
9	49,050.69 1.342	52,084.38 1.425	55,812.52 1.527	57,786.25 1.581
10	50,439.61 1.380	53,656.05 1.468	57,566.94 1.575	59,540.67 1.629
11	51,828.52 1.418	55,227.71 1.511	59,321.36 1.623	61,295.09 1.677
12	53,217.44 1.456	56,799.38 1.554	61,075.79 1.671	63,049.51 1.725
15			62,830.21 1.719	64,803.93 1.773
20			64,584.63 1.767	66,558.35 1.821
25			66,339.05 1.815	68,312.77 1.869
27			68,093.47 1.863	70,067.19 1.917

EFFECTIVE: July 1, 2017

ADOPTED: May 18, 2015

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
ADVISOR SCHEDULE
ADDENDUM B - Fiscal Year 2016**

	0 YEAR	1 YEAR	2 YEARS	3 YEARS
LEVEL 1	\$ 2,374.46	\$ 2,493.18	\$ 2,617.84	\$ 2,748.73
Junior Class				
Media Facilitator				
LEVEL 2	\$ 1,607.99	\$ 1,688.39	\$ 1,772.81	\$ 1,861.45
Team Leader				
Echo				
Future Farmers of America				
Academic Team				
LEVEL 3	\$ 1,397.03	\$ 1,466.88	\$ 1,540.23	\$ 1,617.24
Upper Class Play				
Spring Musical				
Senior Class				
Sonic Sound				
National Honor Society				
SADD				
LEVEL 4	\$ 1,215.00	\$ 1,275.75	\$ 1,339.54	\$ 1,406.51
Student Council MS/HS				
Student Council Elementary				
Freshman Class				
Sophomore Class				
TEAMS				
Math Counts				
Power of the Pen				
LEVEL 5	\$ 1,040.00	\$ 1,092.00	\$ 1,146.60	\$ 1,203.93
Eighth Grade				
Seventh Grade				
Art Club				
Science Club				
Science Fair				
Science Project Believe				
STAF				
Vocal Music				
Spanish Club				
Muse Machine				
Pep Band				

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
ADVISOR SCHEDULE
ADDENDUM B - Fiscal Year 2017**

	0 YEAR	1 YEAR	2 YEARS	3 YEARS
LEVEL 1	\$ 2,421.95	\$ 2,543.05	\$ 2,670.20	\$ 2,803.71
Junior Class				
Media Facilitator				
LEVEL 2	\$ 1,640.15	\$ 1,722.16	\$ 1,808.27	\$ 1,898.68
Team Leader				
Echo				
Future Farmers of America				
Academic Team				
LEVEL 3	\$ 1,424.97	\$ 1,496.22	\$ 1,571.03	\$ 1,649.58
Upper Class Play				
Spring Musical				
Senior Class				
Sonic Sound				
National Honor Society				
SADD				
LEVEL 4	\$ 1,239.30	\$ 1,301.27	\$ 1,366.33	\$ 1,434.64
Student Council MS/HS				
Student Council Elementary				
Freshman Class				
Sophomore Class				
TEAMS				
Math Counts				
Power of the Pen				
LEVEL 5	\$ 1,060.80	\$ 1,113.84	\$ 1,169.53	\$ 1,228.01
Eighth Grade				
Seventh Grade				
Art Club				
Science Club				
Science Fair				
Science Project Believe				
STAF				
Vocal Music				
Spanish Club				
Muse Machine				
Pep Band				

FRANKLIN MONROE LOCAL SCHOOL DISTRICT

ADVISOR SCHEDULE

ADDENDUM B - Fiscal Year 2018

	0 YEAR	1 YEAR	2 YEARS	3 YEARS
LEVEL 1	\$ 2,470.39	\$ 2,593.91	\$ 2,723.60	\$ 2,859.79
Junior Class				
Media Facilitator				
LEVEL 2	\$ 1,672.95	\$ 1,756.60	\$ 1,844.43	\$ 1,936.65
Team Leader				
Echo				
Future Farmers of America				
Academic Team				
LEVEL 3	\$ 1,453.47	\$ 1,526.14	\$ 1,602.45	\$ 1,682.57
Upper Class Play				
Spring Musical				
Senior Class				
Sonic Sound				
National Honor Society				
SADD				
LEVEL 4	\$ 1,273.53	\$ 1,337.21	\$ 1,404.07	\$ 1,474.27
Student Council MS/HS				
Student Council Elementary				
Freshman Class				
Sophomore Class				
TEAMS				
Math Counts				
Power of the Pen				
LEVEL 5	\$ 1,082.02	\$ 1,136.12	\$ 1,192.93	\$ 1,252.57
Eighth Grade				
Seventh Grade				
Art Club				
Science Club				
Science Fair				
Science Project Believe				
STAF				
Vocal Music				
Spanish Club				
Muse Machine				
Pep Band				

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
ATHLETIC EXTRA CURRICULAR SALARY SCHEDULE
ADDENDUM C - Fiscal Year 2016**

		0 YEAR	1 YEAR	2 YEARS	3 YEARS
LEVEL 1		\$ 4,562.34	\$ 4,790.46	\$ 5,029.98	\$ 5,281.48
Basketball - Varsity	Boys				
Basketball - Varsity	Girls				
LEVEL 2		\$ 2,804.83	\$ 3,001.17	\$ 3,211.25	\$ 3,436.04
Softball	Girls				
Baseball	Boys				
Track	Girls				
Track	Boys				
Soccer	Girls				
Soccer	Boys				
Cross Country					
Volleyball	Girls				
LEVEL 3		\$ 2,397.03	\$ 2,516.88	\$ 2,642.73	\$ 2,774.86
Basketball - Reserve/Var Ass	Boys				
Basketball - Reserve/Var Ass	Girls				
Cheerleading-Varsity					
LEVEL 4		\$ 2,049.42	\$ 2,151.89	\$ 2,259.49	\$ 2,372.46
Volleyball - Reserve	Girls				
Basketball - 7th Grade	Boys				
Basketball - 7th Grade	Girls				
Basketball - 8th Grade	Boys				
Basketball - 8th Grade	Girls				
Volleyball - 7th Grade	Girls				
Volleyball - 8th Grade	Girls				
Golf	Boys				
Golf	Girls				
Baseball - Reserve/Var Asst.	Boys				
Softball - Reserve/Var Asst.	Girls				
Track - JH	Boys				
Track - JH	Girls				
Cross Country - Assistant					
Site-Supervisor (up to 40 events)					
Cheerleading-JH					
Weight Room					

EFFECTIVE: July 1, 2015

ADOPTED: May 18, 2015

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
ATHLETIC EXTRA CURRICULAR SALARY SCHEDULE
ADDENDUM C - Fiscal Year 2017**

		0 YEAR	1 YEAR	2 YEARS	3 YEARS
LEVEL 1		\$ 4,653.59	\$ 4,886.27	\$ 5,130.58	\$ 5,387.11
Basketball - Varsity	Boys				
Basketball - Varsity	Girls				
LEVEL 2		\$ 2,860.93	\$ 3,061.20	\$ 3,275.48	\$ 3,504.76
Softball	Girls				
Baseball	Boys				
Track	Girls				
Track	Boys				
Soccer	Girls				
Soccer	Boys				
Cross Country					
Volleyball	Girls				
LEVEL 3		\$ 2,444.97	\$ 2,567.22	\$ 2,695.58	\$ 2,830.36
Basketball - Reserve/Var Ass Boys					
Basketball - Reserve/Var Ass Girls					
Cheerleading-Varsity					
LEVEL 4		\$ 2,090.41	\$ 2,194.93	\$ 2,304.68	\$ 2,419.91
Volleyball - Reserve	Girls				
Basketball - 7th Grade	Boys				
Basketball - 7th Grade	Girls				
Basketball - 8th Grade	Boys				
Basketball - 8th Grade	Girls				
Volleyball - 7th Grade	Girls				
Volleyball - 8th Grade	Girls				
Golf	Boys				
Golf	Girls				
Baseball - Reserve/Var Asst.	Boys				
Softball - Reserve/Var Asst.	Girls				
Track - JH	Boys				
Track - JH	Girls				
Cross Country - Assistant					
Site-Supervisor (up to 40 events)					
Cheerleading-JH					
Weight Room					

EFFECTIVE: July 1, 2016

ADOPTED: May 18, 2015

**FRANKLIN MONROE LOCAL SCHOOL DISTRICT
ATHLETIC EXTRA CURRICULAR SALARY SCHEDULE
ADDENDUM C - Fiscal Year 2018**

		0 YEAR	1 YEAR	2 YEARS	3 YEARS
LEVEL 1		\$ 4,746.66	\$ 4,983.99	\$ 5,233.19	\$ 5,494.85
Basketball - Varsity	Boys				
Basketball - Varsity	Girls				
LEVEL 2		\$ 2,918.15	\$ 3,064.06	\$ 3,217.26	\$ 3,378.12
Softball	Girls				
Baseball	Boys				
Track	Girls				
Track	Boys				
Soccer	Girls				
Soccer	Boys				
Cross Country					
Volleyball	Girls				
LEVEL 3		\$ 2,493.87	\$ 2,618.56	\$ 2,749.49	\$ 2,886.97
Basketball - Reserve/Var Ass	Boys				
Basketball - Reserve/Var Ass	Girls				
Cheerleading-Varsity					
LEVEL 4		\$ 2,132.18	\$ 2,238.79	\$ 2,350.73	\$ 2,468.26
Volleyball - Reserve	Girls				
Basketball - 7th Grade	Boys				
Basketball - 7th Grade	Girls				
Basketball - 8th Grade	Boys				
Basketball - 8th Grade	Girls				
Volleyball - 7th Grade	Girls				
Volleyball - 8th Grade	Girls				
Golf	Boys				
Golf	Girls				
Baseball - Reserve/Var Asst.	Boys				
Softball - Reserve/Var Asst.	Girls				
Track - JH	Boys				
Track - JH	Girls				
Cross Country - Assistant					
Site-Supervisor (up to 40 events)					
Cheerleading-JH					
Weight Room					

EFFECTIVE: July 1, 2017

ADOPTED: May 18, 2015

ADDENDUM D

GRIEVANCE FORM

I. Name of Aggrieved: _____

II. Grievance Submitted to: _____

III. Date Submitted: _____

IV. Provision of Agreement Alleged to be Breached: _____

V. Statement of Grievance: _____

VI. Relief Sought: _____

VII. Signature of Aggrieved: _____

VIII. Date Received: _____

By: _____

ADDENDUM E
APPLICATION FOR LEAVE

Name of Employee _____

Date(s) of Leave Requested _____

Type of Leave Requested:

- _____ *Sick Leave
- _____ Personal Leave
- _____ Professional Leave
- _____ Vacation Leave

* Reasons for Save are as permitted under Board Policy and O.R.C. 3319.141.

If request is for Professional Leave, state purpose and destination: _____

Signature of Employee Requesting Leave:

Date Signed:

Signatures Approving Leave:

Principal's Signature

Date Signed

Superintendent's Signature

Date Signed

SUBSTITUTE INFORMATION (If Applicable):

Substitute's Name(s)

Date(s) Worked

Substitute's Signature(s)

ADDENDUM F
STAFF DEVELOPMENT APPROVAL FORM

Top portion of form must be completed and approved prior to attending the workshop/ class/seminar/in-service. Appropriate administrator will indicate approval by returning the signed form to you to complete.

Name _____ Today's date _____

Title of workshop/class/seminar/in-service _____

Speaker's Name (if any) _____

Location of workshop/class/seminar/in-service _____

Date & hours of workshop/class/seminar/in-service _____

Administrator's Signature Indicating Approval _____ Date _____

Bottom portion of form must be completed after attending the workshop/class/seminar/in-service.

Actual hours of workshop/class/seminar/in-service _____
(Do not include traveling time or meal breaks)

Comments (optional) _____

Was this workshop/class/seminar/in-service something the administration should look into bringing to the rest of the faculty to improve the quality of education at Franklin Monroe?

_____ Yes _____ No

Teacher's Signature _____ Date _____

FAILURE TO COMPLETE THE 14.5 hours REQUIRED IN-SERVICE HOURS WILL RESULT IN A PRO-RATED DOCK IN PAY. 7.25 HOURS OF IN-SERVICE WILL EQUAL ONE DAY.

It is a good idea to keep a copy of the completed form for your records. Committee work and regular semester/quarter hour courses will not be approved.

ADDENDUM H

Franklin Monroe Local School District

AUTHORIZATION TO ENROLL

I request the authorization to enroll in the following course(s) which are being offered by _____ during the _____ of the _____ academic year.

Course	Course Title	Quarter/Semester Hours
_____	_____	_____
_____	_____	_____

The per credit house rate currently being charged by the college or university is \$ _____ per credit hour. I understand that upon successful completion of the course(s) I will be reimbursed up to \$125.00 per semester hour. No employee will be reimbursed for more than 10 semester hours during the school year. No expense other than the credit hour cost will be reimbursed by the Board of Education.

Signature: _____ Date: _____

Date and Time Received by Superintendent's Office: _____

Approved _____ Disapproved _____

Reason for disapproval: _____

Superintendent Signature: _____ Date: _____

If you have been authorized to enroll reimbursement will be provided for the listed course(s) only. No substitutions will be permitted. Upon completion of the course(s) please complete the below portion of this form and attach the original grade sheet and receipt to it and return it to the Superintendent's Office within 90 calendars days of completion.

Request for Reimbursement

I request reimbursement for the listed course work which has been successfully completed. The amount requested is based upon _____ quarter/semester hour charge at _____ per credit hour. The original grade sheet and receipt are attached.

Signature: _____ Date: _____

Reimbursement Authorization

Approved _____ Disapproved _____ Amount \$ _____

Superintendent Signature: _____ Date: _____

Ohio Teacher Evaluation System

Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	FOCUS FOR LEARNING (Standard 4: Instruction) <i>Sources of Evidence</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards,	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
INSTRUCTIONAL PLANNING	ASSESSMENT DATA (Standard 3: Assessment) <i>Sources of Evidence</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery,	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</p> <p>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence.</i> <i>Pre-Conference</i></p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards,</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

INSTRUCTIONAL PLANNING

INSTRUCTIONAL PLANNING	<p>KNOWLEDGE OF STUDENTS (Standard 1: Students) <i>Sources of Evidence</i> Analysis of Student Data Pre-Conference Evidence</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p>
	<p>Evidence</p>	<p>The teacher's plan for instruction does not demonstrate an understanding of students development, preferred learning styles, and/or student backgrounds/prior experiences,</p>	<p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences,</p>	<p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>

Instruction and Assessment

		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking,</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking,</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				

<p>DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate,</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged,</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
<p>Evidence</p>				

Instruction and Assessment

	Ineffective	Developing	Skilled	Accomplished
<p>RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
<p>Evidence</p>				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost, Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families,</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately,</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being,</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle,</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior,</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective,</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to <u>student success</u>.</p>
	Evidence				

Professionalism		Ineffective	Developing	Skilled	Accomplished
PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth) <i>Sources of Evidence</i> Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p>	
	<p>The teacher fails to understand and follow regulations, policies, and agreements.</p>	<p>The teacher understands and follows district policies and state and federal regulations at a minimal level,</p>	<p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p>	<p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p>	
Evidence	<p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development,</p>	<p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>	

Informal Observation: General Form

Teacher Name: _____
Date: _____

Grade(s)/Subject Area(s): _____

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

Ohio Teacher Evaluation System

Professional Growth Plan

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self Directed

Collaborative

Teacher _____

Evaluator _____

<p>Annual Focus These are addressed by the evaluator as appropriate for this teacher.</p>	<p>Date Record dates when discussed</p>	<p>Areas for Professional Growth supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>	
<p><i>Goal 1: Student Achievement/Outcomes for Students Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>			
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession Goal Statement:</i></p> <p><i>Evidence Indicators:</i></p>			
<p>_____ Evaluator Signature</p>	<p>_____ Date</p>	<p>_____ Teacher Signature</p>	<p>_____ Date</p>

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____

Grade Level/Subject: _____

School year: _____

Building: _____

Date of Improvement Plan

Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of Concern Areas of Improvement

Section 2: Desired Level of Performance - List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

--

Date for this Improvement Plan to Be Evaluated: _____

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

ADDENDUM L

Summary of Benefits for HSA

Your Summary of Benefits



Educational Purchasing Council - Franklin Monroe
Lumenos Health Savings Accounts
Effective January 1, 2016

Covered Benefits	Network	Non-Network
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage.	Single: \$2,000 Family: \$4,000	Single: \$4,000 Family: \$8,000
Out-of-Pocket Limit	Single: \$2,000 Family: \$4,000	Single: \$8,000 Family: \$10,000
Physician Home and Office Services <ul style="list-style-type: none"> Including Office Surgeries, allergy serum, allergy injections and allergy testing 	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams <ul style="list-style-type: none"> Physician Home and Office Visits Other Outpatient Services @ Hospital/Alternative Care Facility 	No copayment/coinsurance	30%
Emergency and Urgent Care <ul style="list-style-type: none"> Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) Urgent Care Center Services 	0%	0%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	0%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days for skilled nursing facility 	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	0%	30%

Blue 7.5

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Best Summary - Anthem HSA 7.5 NGF 1-1-2016 (HAB00)

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services (Network/Non-network combined) including but not limited to: <ul style="list-style-type: none"> o Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. o Home Care Services 100 visits (excludes IV Therapy) o Durable Medical Equipment and Orthotics o Prosthetic Devices o Prosthetic Limbs o Physical Medicine Therapy Day Rehabilitation programs o Hospice Care o Ambulance Services 	0%	30%
Accidental Dental Services \$3,000 per accident (Network and Non-network combined)	0%	30%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> o Physician Home and Office Visits o Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> o Cardiac Rehabilitation 36 visits o Pulmonary Rehabilitation 20 visits o Physical/Occupational Therapy: 60 visits o Manipulation Therapy: 12 visits o Speech therapy: 20 visits 	0%	30%
Behavioral Health Services: Mental Illness and Substance Abuse¹ <ul style="list-style-type: none"> o Inpatient Facility Services o Physician Home and Office Visits o Other Outpatient Services @ Hospital/Alternative Care Facility 	0%	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> o Acquisition and transplant procedures, harvest and storage. 	0%	30%
Prescription Drugs Administered by CVS/Caremark	See Your Prescription Benefits Summary	See Your Prescription Benefits Summary
Lifetime Maximum	Unlimited	Unlimited

Your Summary of Benefits

Notes:

- o All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
- o Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- o Network and non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o Benefit period = calendar year
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- o Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.
- o Wigs limited to 1 per benefit period

† We encourage you to review the Schedule of Benefits for limitations.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

FRANKLIN MONROE LOCAL SCHOOL DISTRICT

Incentive for Opting out of Board Paid for Health Care Insurance

Addendum M

Any school employee who opts out of the board's health insurance plan shall be paid an incentive in the amount of \$1,000 if eligible for family coverage or \$750 if eligible for single coverage for each year of the agreement.

Those who have not enrolled may enroll in insurance coverage during that plan year based upon verification of loss of other health insurance coverage due to changes in family status (such as death, divorce or unemployment of the person carrying health insurance) and other circumstances in accordance with the usual plan terms. A teacher enrolling outside of the open enrollment period shall receive a pro-rated amount for the incentive payment that year.

Incentives will be paid as a taxable cash incentive included in the last paycheck of the insurance coverage contract year. (i.e., last pay of Aug)

Written notice of intent to opt out of district provided health insurance must be delivered to the treasurer during the normal health insurance open enrollment period.

Please check the appropriate qualification:

- | | | | |
|----|---------------------------|------------|-------|
| A. | Single coverage incentive | \$ 750.00 | _____ |
| B. | Family coverage incentive | \$1,000.00 | _____ |

Employee Signature: _____ Date _____