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## MASTER AGREEMENT

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between the

FORT LORAMIE EDUCATION ASSOCIATION

and the

FORT LORAMIE BOARD OF EDUCATION

Effective August 16, 2016 through August 15, 2019

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## ARTICLE I – RECOGNITION

- A. The Fort Loramie Board of Education, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Fort Loramie Education Association (affiliated with the Ohio Education Association and the National Education Association) hereinafter referred to as the Association, as the exclusive representative for professional certificated/licensed personnel employed by the Board for the purpose of negotiations, on matters pertaining to salaries, fringe benefits, and working conditions of employment.
- B. The Association recognizes the Board as the elected representative of the people of the Fort Loramie Local School District and as the employer of the certificated/licensed personnel of the District.
- C. For purposes of recognition, the “bargaining unit” shall include all certificated/licensed classroom teachers, guidance counselors, psychologists, speech and hearing therapist, librarians, nurses, and tutors including half-time personnel.
  - 1. Excluded from the unit are substitute teachers and administrators.

## ARTICLE II – BOARD RIGHTS

The Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including, but without limiting the generality of the foregoing, the right:

- 1. To the executive management and administrative control of the school system and its properties and facilities, and the work related activities of its employees.
- 2. To hire all employees subject to the provisions of law to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion and to promote or transfer all such employees.
- 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students.
- 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind.
- 5. To determine class schedules, the hours of instruction, and duties, responsibilities and assignments of teachers, and the terms and conditions of employment.

The exercise of the foregoing rights, powers, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of

this Agreement and in conformance with the constitution and the provisions of the laws of the State, and the Constitution and laws of the United States.

### **ARTICLE III – ASSOCIATION RIGHTS**

- A. The Board specifically recognizes the rights of the Association to request the assistance of the O.E.A. and/or N.E.A.
- B. The Association shall have the right to schedule the use of the school building for professional meetings when it does not conflict with previously scheduled uses. Reasonable use of the school bulletin boards may be made by the Association. Reasonable use of visual and duplicating equipment shall be made available to the Association.
- C. The teacher who is engaged during the school day in negotiation procedures on behalf of the Association with any representative of the Board who participates in any professional grievance procedures which are scheduled by the Board or the Administration shall be released from regular duties without any loss or penalties.
- D. Official teacher-elected delegates will be released from regular duties without loss of pay to attend Ohio Education Association, W.O.E.A., N.E.A. meetings, conferences, and workshops. All staff members will file requisitions to attend these meetings in the Superintendent's office three days in advance. A maximum of four total days per year will be allotted to the Association.
- E. Copies of the master agreement will be compiled and distributed by the Association at the Association's expense. Twelve (12) copies shall be provided to the Board of Education.
- F. The Board agenda, with attachments, will be sent to the Association President the same day as sent to the Board.

### **ARTICLE IV – TEACHING CONDITIONS**

#### Section 1. Teacher Day

- A. The length of the school day for teachers in the elementary and secondary school shall be determined in part by minimum state standards and cooperation with other schools in the JVS School District, but shall not exceed seven (7) hours twenty (20) minutes including lunch.
- B. The building principal based upon his/her building authority and responsibility may release certified personnel from the minimum required workday. When these situations arise and suitable arrangements can be made so that such absence does not disrupt the normal school activities,

the principal may grant these requests. This would include early departures and late arrivals.

- C. All teachers, except those teacher who work one-half (1/2) time or less, shall be entitled to a 30 minute lunch period. These are minimum requirements and longer periods may be scheduled.
  - 1. Teachers may leave the school for their lunch period after notifying the Principal.
  - 2. In a building emergency or if a specific unusual need occurs in the building, the approval of the Principal is necessary in order to leave during the lunch period.
- D. All teachers are expected to participate in the following professional duties: parent/teacher conferences (no more than two full days) and open house (no more than one per year). Teachers are encouraged to attend, when possible, school functions outside the school day.
- E. The building principal may deem it necessary to conduct periodic departmental and general faculty meetings throughout the course of the month. Pending prior notification, certified personnel will be expected to participate in these activities on a monthly basis beyond the regular school day. A schedule of these meetings will be listed in the teacher building handbook which will be distributed at the opening teacher workday.
- F. The starting and ending time of the teacher and student day may be shifted up to a variance of ten (10) minutes; however, no additional time may be added to the teacher or student day.
- G. Each teacher shall have the equivalent of one duty free preparation period for each day within the student day. One continuous block of time is the expected norm for preparation; however, when small blocks are necessary due to scheduling, each block of time considered preparation period time shall be a minimum of fifteen (15) minutes in length.
- H. The teacher work day will conclude one hour early on the day before Thanksgiving break, Christmas break, Easter break, and on the last student day.
  - 1. In the event of a delay on any of the above scheduled one hour early dismissals, the early dismissal will not take place and the students will be dismissed at the regular dismissal times.
- I. The Association and Board of Education agree to utilize five (5) calamity days before any school days will need to be made up. Make up days past

the five day total, shall be scheduled on the Board approved school calendar in advance of the school year. Time missed from school due to delays and non-calamity situations (i.e OHSAA competitions) will not need to be made up as long as the hourly bank has sufficient time in it.

Section 2. Class Size

The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, to remain with the assigned students, and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The Board and Association recognize that the teacher-pupil ratio is an important aspect of an effective educational program. Whenever possible under the circumstances (availability of facilities and financial resources) the maximum number of pupils per teacher shall be as follows:

- |    |                          |              |
|----|--------------------------|--------------|
| 1. | Kindergarten and Grade 1 | 25 pupils    |
| 2. | Grades 2-8               | 25-30 pupils |
| 3. | Grades 9-12 Academic     | 25-30 pupils |
| 4. | Laboratory and Shop      | 18-24 pupils |
- (not to exceed work stations)

Departures from these norms may be authorized by the Superintendent when he deems it necessary, and in the best interest of the educational process. At the request of the Association, the Superintendent will advise the Association of any such departures and reasons for such change. If the reasonableness of the Superintendent's determination for such change is in question, the Association shall have the right to discuss with the Board (or, at the option of the Board, a committee thereof) an appropriate class size for the case in question.

B. All available help shall be offered to teachers of children who are identified as "special needs students" on IEP's, 504 plans and accommodation plans.

Section 3. Teacher Facilities

Each school should have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.

2. A workroom should be available containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. Adequate lunchroom facilities; teachers lounge; and restrooms and lavatory facilities for teacher use.
4. Telephone facilities shall be made available to teachers for their reasonable use. The telephone shall be so located as to allow private conversation to take place. The Association will be consulted when a new telephone system is designed to allow input toward more private and productive communications.
5. Adequate free parking facilities should be provided close to or adjoining the school.

Section 4. Personnel Files

- A. Teachers shall have access to their personnel files to review any documents prepared by the teacher himself/herself, college transcripts, progress evaluation forms prepared by the principal or supervisor or other miscellaneous documents and information.
- B. Complaints by a parent directed toward a teacher shall be signed and dated by the teacher, if a record is to be made of such complaint.
- C. When an administrator finds it necessary to make a notation on or an addition to an employee's file, a copy will be sent to the employee prior to its placement in the file. The employee may respond to such notation.
- D. Should a notation in an employee's file become necessary over the summer months, the employee shall be sent a copy of the document by mail.
- E. Any employee who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request the Superintendent to conduct an investigation as to the validity of the employee's claim. Any of the aforementioned information which is found to be inaccurate or irrelevant may be removed from the employee's file by the Superintendent.
- F. Anonymous letters, materials, or notations shall not be placed in a teacher's file, nor shall they be made a matter of record.
- G. A teacher will be entitled to a copy of any material in his/her file upon request.

- H. Any file kept by the administration, anecdotal or otherwise, shall be governed by the provisions of this contract.

Section 5. Board Support of Student Discipline Procedures

The Board hereby assures teachers that it will put its full support behind the student discipline procedures and policies hereinafter recommended and adopted by the Board in matters of student discipline. The administration and the teachers recognize a mutual responsibility for the enforcement, fairly and consistently without unlawful discrimination due to race, creed, gender, marital status, age, or handicap. It is recognized and agreed that there is a continuing need to review discipline policies and procedures and to that end the parties shall appoint a specific professional study committee to study such policies.

Section 6. Reduction in Force

- A. A seniority list will be developed and given to the Association by October 1<sup>st</sup>. The list should be organized by area(s) of certification/license, most senior to least senior, tenured and non-tenured.

- 1. Seniority shall be defined as length of continuous service in the Ft. Loramie School District.

- B. When by reasons set forth in O.R.C. §3319.17 the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction.

- C. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts.

- 1. In determining the position(s) to be reduced, eliminated, or not filled, Ohio law shall apply.

- D. When two or more teachers have the same length of service, their seniority shall be determined by the date and time on which their initial teaching contract was received back at the office of the Fort Loramie Board of Education. Seniority shall not be a factor in this section unless two teachers have comparable evaluations.

Evaluations shall be considered comparable if the final rating on the OTES Evaluation Policy forms is the same.

- E. Teachers whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of layoff in the district

if and when teaching positions become vacant or are created for which any of such teachers are or become certified. Limited contract teachers will be given the right of recall within thirty-six (36) months based upon their school district seniority and certification/licensure. Teachers who wish recall shall keep their current address on file with the Treasurer.

- F. A teacher/s on RIF status shall have the following rights:
1. The right to continue group insurance coverage by the Board according to COBRA.
  2. The right to be notified by certified mail of all postings for bargaining unit positions.
  3. Any additional certification/licensure or change in educational status shall be recognized for recall.
  4. RIF teachers shall be recalled in reverse order of layoff seniority in keeping with contract status and certification/licensure.
    - a. The teacher/s shall be given 15 days to accept such offer from the date they receive the notice and shall be granted a minimum of 15 days from date of receipt of the recall notice to report for work. Failure to respond pursuant to this provision results in removal from the recall list.
    - b. This procedure shall continue until all teacher/s have been recalled, have retired, or have voluntarily resigned.
    - c. The RIF shall terminate when no teacher/s remain on reduction status.
- G. Thirty (30) days prior to the implementation of the reduction in force, the Superintendent shall give notice to the FLEA President of the affected teachers. Said notices shall include the reason(s) for the reduction in force.

Section 7. Evaluation Procedure

Effective July 1, 2013, the evaluation of teachers shall be in accordance with the standards-based teacher evaluation policy adopted by the Board in consultation with teachers employed by the Board in accordance with O.R.C. §§3319.111 and 3319.112. The final decision regarding the evaluation policy shall rest with the Board. The Board will prepare and provide an evaluation instrument for review by the Association. While the Association will be permitted to provide input

regarding the contents of the evaluation instrument, the final decision will rest with the Board.

- A. The building Administrator shall notify teachers who are regularly scheduled for evaluation during the current school year by the end of September.
- B. Procedures for the evaluation process shall be in accordance with Board Policy and/or Administrative Regulations.
- C. Evaluations conducted under this Article shall be for the major purpose of assisting the teacher toward improved instruction.
- D. Formal classroom observations of the work performance of a teacher shall be conducted openly with the observer visible to the teacher.
- E. Staff shall be provided a copy of the observation/evaluation form as well as a conference following such observation within a reasonable period of time.
- F. Staff shall have opportunity to date and sign the observation/evaluation forms.
- G. A Committee of Staff, including teachers appointed by the Association, shall be involved in the development or redevelopment of the Evaluation Instruments.
- H. Timelines of the evaluation process shall conform to those established in the O.R.C. Section 3319.111.
- I. Staff may attach a rebuttal to any observation/evaluation form.

Section 8. Transfers, Vacancies, and Reassignment

- A. Teachers shall not be assigned, except temporarily or for good cause and with the approval of the teacher, outside the scope of their teaching certificates in the elementary school or their major or minor fields of study in the secondary school. No non-degree teachers shall be employed by the Board, except in emergency situations.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary grades will be notified and consulted by their principals as soon as practicable. The consultation between the building principal and the teacher will include specific reasons and data relevant for the changed assignments.

- C. Notice of all vacancies shall be posted on building staff bulletin boards for a minimum of five (5) workdays after the occurrence of a vacancy. The vacancy notice of teaching positions shall include the timeline for application and the qualifications needed for the position. Vacancies which occur during the summer break shall be posted with the Association President for a minimum of seven (7) calendar days.
- D. A teaching or supplemental vacancy should not be filled before the next regular Board meeting following a vacancy, unless the position must be filled due to an immediate school requirement.
- E. Intent forms will be circulated by the administrator to all staff prior to April 30 of each year. Teacher intent forms will be considered in filling vacancies, including extra duty areas.
- F. In filling any vacancy, the Superintendent will consider the professional training, competency, and seniority of all applicants. An applicant denied a transfer or a vacancy shall be informed of the reasons for the denial by the Superintendent.
- G. Prior to the end of each school year, tentative assignments for the succeeding school year will be given to each staff member.

Section 9. In-Service Education

- A. “Paid In-Service Days” – One contract day will be set aside for the purpose of in-service education. Faculty members will be required to participate in this in-service day. Options available for the paid in-service day:
  1. Participate in six (6) contact hours of in-service activities. These hours shall be pre-approved by the Superintendent of Schools. “In-Service Consultation” forms must be filed as outlined below. See Addendum F.
  2. Elements of 1 and 2.

For those individuals who do not complete this requirement, pay will be withheld at the rate of one (1) hour in-service equaling one-sixth day of pay.

In-service opportunities approved by the Ohio Department of Education and scheduled as part of the 178 day instructional calendar are not part of these “Paid In-Service” guidelines. For example, waiver days are not included in this program.

B. Flex-time Program Guidelines:

1. In-service days to be counted for Flex-Time must occur during a 13-month period which will run from the day following the end of school year teacher workday prior to the relevant school year to June 30 following the relevant school year.
2. In-service may include workshops, conferences, certain types of travel, and other education-related activities. In addition, classes may be used for in-service credit only if the staff member is already in the last column of the pay scale.
3. In-service activities must be shown to be directly related to the profession or to one's area of teaching, certification/licensure or present extra-curricular duties. In addition, activities may be approved if an interest or relevance can be demonstrated to foster enrichment. Employees will be asked to correlate the activities proposed for in-service to the course of study for travel and other unique requests.
4. No professional conference expenses granted and/or paid by the Board shall be approved as in-service. However, when a portion of such an approved professional conference occurs on a non-contract day, the employee may choose the option of paying a prorated portion of the expenses and claiming that portion of the professional conference as in-service time.

Prorating of registration fees will be based on contact hours. For example: A conference offers a total of twelve hours of instruction over two days. The first day is a contract day and eight hours of contract time is offered. The second day is a non-contract day and four hours of contact time are offered. The employee could choose to pay 4/12 or 1/3 of the registration fee and complete four hours of in-service time. The Board would pay no meal, mileage or motel expenses relating to the non-contract day.

5. For an in-service activity to be considered under Flex-Time, the activity must be approved by the Superintendent. It is recommended that the in-service request form be turned in as soon as possible, at least one week in advance so that the faculty member will know whether approval is granted. If opportunities arise which do not allow for prior approval, an in-service request form may be submitted, for consideration after the in-service has been completed.

6. After completing an approved Flex-Time in-service activity, the "In-Service Consultation" Form (Addendum F) must be submitted along with verification documentation for the activity to fulfill the required in-service hours. Verification documentation may include:
  - a. The employee's written summary of the activity
  - b. A statement signed by the clinician/speaker or conference coordinator verifying attendance
  - c. A copy of grade report
  - d. Educational travel will require a summary correlating the trip to the course of study.
7. As Flex-Time allows a multitude of opportunities for completion of in-service requirements, personal leave will not be granted in place of required in-service. Likewise, sick leave may not be used to avoid required in-service days, with the exception of dire emergency or long-term illness.
8. Teachers not meeting the in-service requirements shall have a deduction in pay equal to the amount of time not completed of the in-service requirements on the first feasible check following the July 30 deadline.
9. A retiring or resigning teacher must complete their Flex-time obligation by their retirement or resignation date or they shall have a deduction in pay equal to the amount of time not completed of the in-service requirement on their final pay check.
10. The very nature of Flex-time calls for a certain amount of discretion on the part of the Superintendent. The intention of this document is to not limit opportunities for in-service, but to help clarify conditions which could be considered and approve activities for in-service which are not covered in this document.

C. Optional Additional Staff Development

1. Staff members shall be reimbursed at the rate of \$24.00 per hour for approved continuing education activities in excess of the six required flex-time and when applicable, technology hours time, up to an additional twelve (12) hours per year.
2. Form "In-Service Consultation Form" (Addendum F) is to be completed and forwarded to the Superintendent before May 1<sup>st</sup> of the contract year to receive reimbursement for additional in-service training.

3. Reimbursement for additional in-service hours, approved by form "In-Service Consultation Form", shall be provided by June 30 of the contract year after the appropriate form has been submitted and approved.
4. Flex-time "Program Guidelines" 2-6 will be followed in the governance of these additional staff development hours.

Section 10. Laptop Computer Use

The Fort Loramie Local Schools will provide a laptop computer for use by any currently employed Fort Loramie teacher who voluntarily agrees to the following criteria:

- A. The teacher agrees to complete twelve (12) hours of technology staff development (tech hours) per year, in addition to all other staff development hours currently required in the contract, for three (3) years.
  1. Of these twelve (12) tech hours per year, a minimum of six (6) must be completed in classes provided by the Fort Loramie Local Schools or approved by the Fort Loramie Local Schools Administration. Up to six (6) tech hours may be completed in unstructured after-school work sessions assisted by an administration-approved technology coordinator, teacher or teacher's aide.
  2. Each teacher will be expected to write a brief description about or demonstrate an example of how the laptop is being of benefit to their classroom and the Fort Loramie Schools once a year during each of the three (3) years. (Examples: one page description of how the computer is being used, copy of a lesson plan that specifically uses technology as a learning tool, sharing/demonstrating an experience at a staff-development session, etc.)
  3. Teachers who prepare demonstrations to present to other Fort Loramie teachers in a structured classroom setting can choose between using the hours spent instructing toward their required tech hours or being paid at the pay rate approved by the Board of Education.
  4. Staff development hours to be counted for Tech-Time must occur during a 14-month period which will run from June 1 prior to the relevant school year to July 30 following the relevant school year. Flex-time "Program Guidelines" 2-6 will be followed in the

governance of these Tech-Time hours. "In-Service Consultation Form" (Addendum F) will be used to record Tech-time hours.

5. The laptop unit will be withdrawn from any teacher who fails to meet the minimum staff development tech hours in a given year. Teachers may withdraw from the program at any time.
- B. After the three year implementation period, the teacher agrees to complete six (6) hours of technology staff development per year, in addition to all other staff development hours required in the contract, on an on-going basis.
1. The hours may be completed in classes provided by the Fort Loramie Local Schools or approved by the Fort Loramie Local Schools Administration or they may be completed in unstructured after school work sessions assisted by an administration approved technology coordinator, teacher or teacher's aide.
  2. Teachers who prepare programs to present to other teachers can choose between using the hours spent instructing toward their required tech hours or being paid at the pay rate approved by the Board of Education.
  3. Staff development hours to be counted for Tech-Time must occur during a 14-month period which will run from June 1 prior to the relevant school year in July 30 following the relevant school year. Flex-time "Program Guidelines" 2-6 will be followed in the governance of these Tech-Time hours. "In-Service Consultation Form" (Addendum F) will be used to record Tech-Time hours.
  4. The laptop unit will be withdrawn from any teacher who fails to meet the minimum staff development tech hours in a given year. Teachers may withdraw from the program at any time.
- C. The teacher may use the laptop unit at school, home, meetings, workshops, etc. throughout the school year and summer. The unit must first and foremost be used for professional activities but may be used for personal functions as long as said functions do not detract from the professional application of the unit.
- D. The teacher agrees to the following criteria for the management of the laptop unit issued to them:
1. The laptop unit is to be at school every student day and available for student use as needed in the teacher's classroom as determined

- by the course of study and the teacher's discretion at implementing instruction.
2. The teacher agrees to manage the machine's hard disk space to always allow room for school required software programs and to delete any school owned programs as instructed by the school administration.
  3. The teacher agrees to be responsible for all software programs and files stored on the unit, and the use of the unit in general, assigned to them and ensuring that they meet the Fort Loramie Local Schools policy on "Acceptable Use of Computers, Local Area Network and On-line Services."
  4. The teacher agrees to exercise all reasonable care and security measures for their assigned unit.
- E. The Board of Education will be responsible for insuring and maintaining the unit issued to the teacher.
1. The Board of Education reserves the right to withdraw the laptop unit from any teacher who demonstrates extreme neglect in the security and maintenance of their assigned unit.
  2. The Board of Education may update units as technology advances but may prioritize upgrading as it sees fit. Teachers who demonstrate a need for a more advanced unit in order to meet their classroom's technology needs will be given priority in the upgrading and replacing of units.
- F. Upon termination of employment with the district, the laptop unit will be returned to the building principal at checkout time on the employee's final workday.

## **ARTICLE V – TEACHER CONTRACTS**

### Section 1. Teacher Contracts

Upon the recommendation the Superintendent, the Board will issue contracts as follows:

- A. Teachers new to the system will be employed for one year.
- B. Instructional personnel hired under provisional certification/licensure will be given an initial limited contract of one year – this may be renewed no

more than once. Then a three-year contract will be issued. This may be renewed no more than once. After a total of eight years all subsequent limited contracts shall be for five years. This procedure is contingent upon satisfactory performance as determined through the Board adopted evaluation procedure.

However, the Board recognizes a need for teacher non-renewal for other than performance in state and federal programs funded on a limited basis.

- C. Teachers who attain or hold a professional life or permanent certificate, or professional license who satisfy all legal requirements for a continuing contract shall complete the terms of their current contracts before being offered a continuing contract. However, the Board shall upon written application of the teacher involved, raise the question of granting a continuing contract before the full term of the limited contract has been achieved.
- D. Teachers who qualify for a continuing contract and wish to be considered for tenure will notify the Superintendent prior to March 1. However, failure to notify the Superintendent shall not cause the teacher to waive his/her right to a continuing contract. (See ADDENDUM G)
- E. Certificated staff hired and currently on staff prior to May 1, 2011 shall remain on salary schedule "A" until retirement, resignation, or termination with Fort Loramie Local Schools. Certificated staff hired after May 1, 2011, shall remain on salary schedule "B" until retirement, resignation, or termination with Fort Loramie Local Schools.

Section 2. Notice of Intention Not to Re-Employ

- A. Teachers employed under a limited contract must be notified in writing no later than May 15, to the effect that such contract will not be renewed. Failure to notify the teacher by this date will cause the teacher to be automatically reemployed at his/her eligible contract status.
- B. All supplemental limited contracts including regular supplemental and extended time contracts shall automatically expire at the end of the activity or by April 30 of each school year, whichever is later. The procedural due process and evaluation requirements contained in O.R.C. §3319.11 and 3319.111 and this Agreement shall not apply to supplemental or extended time contracts.

Section 3. Termination

- A. Teachers shall be terminated in accordance with O.R.C. §3319.16.
- B. The Board may suspend a teacher pending final action to terminate his/her contract, if, in its judgment, the character of the charges warrant such actions. This procedure should follow ORC 3319.16 and ORC 3319.161.

Section 4. Non-Discrimination

Teachers shall be entitled to employment consideration in the system without regard to race, creed, religion, color, age, gender, marital status, or membership in any employee organization.

**ARTICLE VI – LEAVES**

Section 1. Leave of Absence

- A. The Board will grant a leave of absence without pay upon written request for the following reasons:
  - 1. Illness
  - 2. Disability
- B. The Board may grant a leave of absence without pay upon written request from an employee for educational or professional purposes.
- C. The Board may grant a leave of absence without pay and without request to an employee for physical or mental disability, but such employee may have a hearing on such unrequested leave of absence.
- D. Upon the return to service of an employee at the expiration of a leave of absence he/she shall resume the contract status which he/she held prior to such leave. Seniority will not accrue during the period of leave for retirement, benefit, or salary schedule purposes.

Section 2. Sick Leave

- A. Each full-time employee shall be credited with 1 ¼ days (at the rate of 15 days per year) of sick leave for each month of service rendered. There will be no limit on the number of sick days that may accumulate. The appropriate absence report form will be used for each absence. This form will be completed the first day of return from absence.

- B. Employee absence from duty without forfeiture of pay, to the extent of cumulative sick leave, may be allowed for the following reasons: Personal illness, pregnancy, injury, exposure to contagious disease which would be communicated to others, and for illness, injury, or death in the employee's immediate family.
  - C. For the purpose of this sick leave policy, with the exception of death in the immediate family, the "immediate family" shall include husband, wife, dependent children, plus any other relative permanently living in the same home of the employee.
  - D. Death in the immediate family shall be defined as death of father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, uncle, aunt, fiancée or any other relative permanently living in the home of the employee.
  - E. A teacher may expend up to five (5) days of sick leave annually for care and attendance of an injured or ill mother, father, non-dependent child, grandchild, father-in-law, mother-in-law, step-father, step-mother, or fiancé .
  - F. Deductions will be made from the employee's salary for:
    - 1. Days of absence due to foregoing causes in excess of the number of sick leave days allowed to the employee.
    - 2. Absence for reasons other than those stipulated in the sick leave policy.
- These deductions shall be calculated by dividing the employee's gross annual teaching salary by the number of days in the employee's contract year, thus arriving at a per day deduction.
- G. All adjustments in salary due to days used for sick leave in excess of those accumulated by the employee and for absence for other reasons will be made by the Treasurer, upon certification of the Superintendent, on the payroll following such absence. In no case is the employee to arrange for or pay a substitute.
  - H. Employees may be advanced a maximum of five (5) days sick leave credit upon formal request.
  - I. Employees shall provide a return to work slip explaining their absence from their physician for sick leave of three (3) consecutive days or more.

Section 3. Sick and Extended Leave for Pregnancy

- A. Sick and Extended Leave for pregnancy is defined as leave taken by an employee from the time she is unable to perform her regular duties until she is able to resume them.
- B. Leave for pregnancy may be taken by choosing one of the following options (or alternatives):
  - 1. Extended Leave
    - a. If requested in writing prior to childbirth, employee will be granted a leave of absence without pay due to pregnancy. The leave of absence will not be extended beyond the current school year in which it is given and in which childbirth takes place.
    - b. If complications arise and an extension of the leave of absence is requested through a doctor's statement, it will be granted.
    - c. If extended leave last more than twelve (12) weeks, it is the employee's responsibility to convert her hospitalization coverage to a direct payment plan.
    - d. Seniority will not accrue during extended leave.
  - 2. Use of accumulated sick leave. Sick leave for pregnancy is limited to six (6) weeks, unless a doctor certifies complications requiring additional sick time due to the childbirth.
  - 3. Use of combination of Accumulated Sick Leave and Extended Leave.
- C. Return from Leave:
  - 1. School employees returning from leave shall notify the Superintendent, in writing, at least two (2) weeks prior to the intended return time.

Section 4. Family and Medical Leave

The Board shall comply with the requirements of FMLA.

The Board will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). Eligible employees are entitled up to 12 workweeks of unpaid family and medical leave in any 12-month period. The District will continue to pay the District's share of the employee's health benefits during the leave. In addition, the District will restore the employee to the same or similar position after the termination of the leave in accordance with Board policy.

In complying with the FMLA, the district will adhere to the requirements of applicable federal and state laws.

Section 5. Personal Leave

- A. Unrestricted Personal Leave will be granted to each employee of the Board at the rate of three (3) days per year. Employees will be allowed to carry over one personal day to the following year, but never exceeding four (4) personal days in one year. Personal leave shall be administered in the following manner:
  - 1. The days listed under this category are designated to cover those situations not covered by Sick Leave.
  - 2. Unauthorized Leave – Full deductions will be made from regular salary payments and benefits for all unauthorized days of employee absence. Unauthorized leave may result in discipline.
  - 3. Personal leave is for personal business that can only be accomplished during the school day. Personal leave shall not be used to work at another job including self-employment.
- B. Applications for personal leave shall not be made during the first or last day of school or for “teacher work days.” Requests for personal leave shall be presented to the Superintendent at least three (3), preferably five (5) days, prior to the requested leave day, when possible. All applications for personal leave must be approved as soon as possible by the Superintendent. The administration reserves the right to deny personal leave based on a large number of requests on the same calendar day.
- C. Compensation for unused personal days not carried over under Article VI – Leaves, Section 5A will be paid to the staff member at the current substitute teacher pay rate. Payment will be made on the second regular pay date in June. Less than a full-time staff member shall receive a prorated payment based on their prorated share of unused personal leave.

Section 6. Military Leave of Absence

Any employee who returns from the armed services of the United States with discharge other than dishonorable shall be reemployed by the Board under the same type contract as that which he/she last held if such employee applies to the Board for reemployment within ninety (90) days after such discharge. If such application is made not less than thirty (30) days prior to the beginning of the next semester such employee shall be reemployed beginning with that semester. Otherwise, the employee shall be reemployed the first day of the following school semester.

Section 7. Professional Leave

- A. All employees of the Board are expected to participate in professional activities which operate for the benefit of the school district.
- B. Teachers shall have the opportunity of applying for released time to attend professional meetings (to include acceptable visitations). One day per year per employee will be the customary period of release time for this purpose. All applications for professional leave must be processed by the Superintendent as soon as possible. All applications for professional leave must be submitted to the Superintendent for consideration of approval. The Superintendent has the authority, when he considers a meeting to be of sufficient importance to the welfare of the school, to request representation from his staff to attend meetings (conferences, etc.), for periods in excess of the customary one day per year per employee limitations.
- C. The school administration shall supply a substitute for the employee who is released for professional leave.
- D. The meeting (convention, conference, etc.) to be attended must be in the subject matter or extra-curricular area of the employee. (The above requirement may be waived by the Superintendent.)

Section 8. Assault Leave

- A. Any professional staff member absent from regular duties because of a physical disability resulting from an assault on the professional staff member which occurs in the course of Board employment shall be entitled to a leave of absence under the following conditions:
  - 1. The maximum number of days for which assault leave shall be payable to any professional staff member shall be ten (10) days, unless deemed necessary by a physician.

2. The professional staff member must furnish the Superintendent with a signed statement, describing in detail all of the facts and circumstances surrounding the assault, including but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
  3. The professional staff member must submit to the Superintendent verification from an attending physician that the professional staff member is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
  4. The professional staff member must cooperate fully with the Superintendent and other public authority (authorities) in the prosecution of the assailant(s).
  5. The professional staff member shall be required to file for Workers' Compensation.
  6. It is the intent of this section to provide for assault leave for professional staff members who do not physically initiate the assault on their person. In case of a dispute as to whether or not a professional staff member has physically initiated an assault and it is determined through either administrative hearing or court action that the professional staff member did initiate the assault, the professional staff member shall be required to either: (a) refund the compensation received as assault leave, or (b) charge the assault leave taken against the sick leave earned by the professional staff member.
- B. Assault Leave shall not be chargeable against sick leave.
- C. In the event the professional staff member is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the Board as assault leave shall be the difference between the Workers' Compensation benefits paid and the professional staff member's regular compensation. This shall be accomplished by the professional staff member's receiving his/her regular compensation from the Board and executing the necessary form so that such Workers' Compensation is paid directly to the Board.
- D. Falsification of any statement by a professional staff member to secure paid leave under this section shall constitute cause for termination of the professional staff member's contract pursuant to Section 3319.16 of the O.R.C.

Section 9. Jury Duty

When a certificated/licensed staff member has been selected for jury duty, he/she shall notify the Superintendent. The money received from jury duty will be signed over to the Board Treasurer with no pay deduction and said staff member will receive regular salary. Jury duty shall not be deducted from the certificated/licensed staff member's personal leave, sick leave or other leaves of absence. While on jury duty, the certificated/licensed staff member's sick leave, severance pay, and all other benefits shall accrue the same as any other regularly employed certificated/licensed staff member.

**ARTICLE VII – PAYROLL DEDUCTION**

Deductions shall be provided without cost for teachers for the following purposes:

A. UTP Dues (Ft. Loramie Education Assn., WOEa, OEA, & NEA)

Deductions of dues shall be spread out over ten (10) equal installments, beginning with the second check in October. All money so deducted shall be remitted to the Treasurer of the Association monthly. The Association shall notify the Treasurer of those teachers who will participate in payroll deductions no later than three (3) weeks prior to the second check in October and shall indicate the total amount to be deducted from each teacher's check. Such authorization shall continue in effect until such a time that said teacher gives written notice to the Treasurer of the Association to discontinue such deductions or employment with the Board terminates, with a copy of the notice to the Treasurer of the Board. A representative of Ft. Loramie Education Association shall have access at reasonable times to the record of authorizations and cancellations kept by the Treasurer. If a teacher on a payroll deduction separates from employment before deduction of all installments, the Treasurer shall deduct, to the extent there are funds owing to the teacher, the remaining dues. A teacher employed after the initial cut-off for notice of those on dues deduction may give written authorization for dues deduction. In such a case, the dues shall be deducted over the remaining installments in an amount specified in writing by the Association Treasurer.

B. Credit Union

Teachers participating in the Dayton Area Teachers Credit Union shall have their authorized deductions made from each paycheck. Changes in the amount deducted shall be made in accordance with the rule and regulations of the credit union.

C. United Way

Authorization for deductions shall begin with the first paycheck in November and be equally distributed over the next ten (10) pays. Deduction will not be available for less than \$1.00 per pay.

D. Political Contributions

Pursuant to Section 3313.262, Revised Code, the Board will deduct from the salaries of employees such amounts for political organizations and parties and for non-partisan issues as the employee, by written authorization, may demand.

E. Tax Sheltered Annuities

1. Tax sheltered annuity deductions may be authorized pursuant to the Ohio Revised Code. The amount to be deducted may be changed only once during the calendar year in accordance with IRS regulations. Cancellations of deductions may occur at any time. Employees newly hired with an existing plan shall have their existing plan continued, subject to applicable IRS regulations.
2. The Board will sponsor and implement a section 403(B) plan by January 1, 2009. All staff members are eligible to participate in any given contract year. The plan may not be terminated without negotiating the issue with the Association.
3. Retiring staff members may tax shelter their severance through participation in this plan to the extent allowed by law.
4. The Labor Management Committee (LMC) will determine the operation of the 403(B) programs offered by the Board.
  - a. Should the District decide to hire a Third Party Administrator (TPA), the LMC shall insure requirements are followed by the TPA.
  - b. The plan will include the current endorsed products. The TPA will work with the LMC to establish fair criteria for selecting, removing and replacing selected product providers.
  - c. The 403(B) plan will allow exchanges between named product providers and other modifications in accordance with federal law.
  - d. Annually, there shall be an in-service of all staff members as to the program and the rules and regulations.
  - e. The 403(B) shall allow for loan withdrawals for financial hardships to the extent allowed by law.

F. Authorization Procedure

1. Authorization for payroll deductions must be signed by the teacher except as authorized by provisions of continuing membership. All sums deducted from the

payroll will be remitted on a timely basis by the Office of the Treasurer to the appropriate agent designated to receive the deduction.

2. Insurance deductions shall be made from the first two (2) paychecks of each month proceeding the month in which premiums are due.

## **ARTICLE VIII – PROFESSIONAL COMPENSATION**

### Section 1. Salary

- Year 1: 3.5% base raise (\$33,690)
- Year 2: 2.75% base raise (\$34,616)
- Year 3: 2.50% base raise (\$35,482)

### Section 2. Salary Regulation

- A. The Salary Schedule is based upon a teacher work year of 183 days:

180 days shall be for instruction, two (2) of which may be used for parent-teacher conferences, at least two (2) days will be teacher work days, and one (1) day will be used for paid in-service days as described in Article IV, Section 9. All personnel are encouraged to participate in and assume a reasonable amount of responsibility in duties other than regular assignments for committee assignments and teachers' meetings.

- B. The starting date, ending date, vacation periods, legal paid holidays, parent-teacher conference days, and teacher work days and contingency plan for making up five (5) calamity days will be reviewed annually by the Board and the Association. The Board shall consider the recommendations made by the Association concerning the above, prior to adoption by the Board.

- C. Annual salaries shall be paid in twenty-six (26) or twenty-seven (27) equal installments. These payments shall be made as follows:

1. Payments will be made every other Friday. The Board reserves the right to make adjustment to this schedule when necessary to avoid 27 pays in a calendar year. When adjustments are made, the Treasurer will notify all employees three (3) months in advance.

2. Payment shall be made on the designated pay day by direct deposit into one or more bank accounts held by the employee in financial institutions qualified to accept deposits through ACH (Automated Clearing House). The limit on direct deposit accounts can be no more than five (5).

- D. College training level and degree shall be substantiated by a transcript from an accredited college or university, or an official communication from the registrar of the respective institution. Advancement from one training level to another may be made at the beginning of the school year as well as the semester.
- E. Years of experience shall include only those years spent in professional employment of accredited public and accredited/chartered parochial/private schools, including up to five (5) years of full-time military service. The Board will grant the total number of years of prior service to all new employees for initial placement on the teacher salary schedule.
- F. Extended service shall apply to teachers and counselors or any other person whose duties require more than the regular school year. Pay will be on the same basis as the existing salary schedule.
- H. The Board will cause a notice to be given annually, not later than the first day of July to each teacher holding a contract valid for the succeeding year, as to the salary to be paid such teacher during such year.
- I. A partial year must consist of at least 120 days as a public elementary or secondary teacher, or eight continuous months of military service in order to be credited as a full year.
- J. Employees who live within the Fort Loramie Local School District shall receive an annual payment of \$300. This payment does not impact extended time, severance pay or STRS contributions. Payment will be prorated for partial year residency and/or service less than full time or full year.

Section 3. Insurance

- A. The Board shall provide for a plan of hospitalization and medical expense insurance as well as dental and optical insurance that complies with all requirements of the Affordable Care Act (ACA). Any provision of this Agreement that conflicts with the ACA shall be modified to comply.
- B. The Board shall offer one insurance option. The cost of the hospitalization and medical insurance expenses shall be shared by the Board and covered employee as follows:

Plan Type:

1. PPO/HSA

Year	Employee Contribution for Individual Plan	Employee Contribution for Family Plan
2016	10%	10%
2017	10%	10%
2018	11%	11%

Plan Descriptions as follows: See ADDENDUM D.

2. HSA contributions by the Board of Education shall be \$800 for a single plan and \$1600 for a family plan. The contributions for the HSA plan will be paid quarterly in four (4) installments. The choice of which plan the employee would like to participate in is up to each employee.

- C. Employees working at least half-time shall be eligible for health insurance on a prorated basis of the Board's contribution of a full-time employee.
- D. The premiums for dental insurance and optical insurance shall be paid by the Board.
- E. The Board shall also provide for a plan of term life insurance and AD&D insurance in the face amount of \$35,000. Such coverage shall be provided at no cost to the employee.

Upon retirement, a current member of the group covered by this policy may convert and individually purchase this life insurance policy. This policy may be issued without additional benefits at the standard rate at the current age of the insured. The policy shall be issued regardless of the age or health of the insured. Applications must be submitted within thirty-one days of the insured's separation date of the group policy.

- F. All coverage's set forth under this Addendum shall be subject to the provisions of the Board's contract with the carrier/provider including any coordination and subrogation of benefit provisions.
- G. The carrier/provider of any coverage's hereunder shall be at the choice of the Board, provided that said coverage shall not be less than the coverage's in effect as of the date of this contract unless otherwise agreed to by the parties. The Association shall be notified of any carrier/provider change thirty (30) days prior to the effective date of any such change and

shall also be given the right to meet with the Superintendent or his/her designee regarding the effects of any such change.

- H. The Board shall provide employees the opportunity to allocate money into a Section 125 Plan for healthcare expenses. Such coverage shall be provided at no cost to the employee and follow IRS regulations.
- I. Opt-out of Insurance Option: The Board will offer an insurance opt-out in the amount of \$1,600.00 in conjunction with the District's Section 125 plan.
- J. A district insurance committee shall be formed to study plans and specifications for all forms of insurance; available options for employee costs, change in rates, and alternatives and options for employee insurance plans.
  - 1. This Committee shall be composed of representatives groups: three (3) teachers, two (2) Board representatives, one (1) non-teaching employee and consultants from each organization, if desired by their representing party.
  - 2. The Committee shall meet on a quarterly basis unless members of the committee mutually agree otherwise. Employees serving on this committee shall be released one-half day per meeting from their duties, without loss of pay, to attend said meeting. Only three such meetings shall occur during the school year.
  - 3. At the beginning of the school year, the Committee shall elect from among themselves a chairperson, who shall be responsible during that year for: sending out meeting notices, preparing and distributing notes/minutes of the last meeting, making notes and helping to organize the agenda and topic/s for the next meeting.
  - 4. The Committee shall be charged with the ongoing responsibility of investigating insurances as specified above and shall prior to May 30 of each year, make a summary of their findings and recommendations available to all concerned parties.

Section 4. Severance Pay

- A. Eligible employees of the Board shall at the time of their retirement from the Board receive severance pay based upon unused accumulated sick leave.
- B. The number of days received shall be based upon twenty-five percent (25%) of a maximum of two hundred and twenty-five (225) days (56.25

days maximum) of unused accumulated sick leave. Severance will be increased by one extra day for every ten days above the maximum total day set above. The maximum will increase by one additional day for every ten days accumulated above 225. The total severance shall not exceed 60.25 days.

- C. The dollar amount will be calculated by multiplying the number of days (as determined by the above formula) times the daily base rate at the time of retirement minus additional duties or supplemental pay. The divisor for calculating the daily base rate for eligible school employees other than classroom teachers will be determined by the number of days in their respective work year.
- D. Payment for the severance pay allowance will be sent following payment of an employee's last regular pay check and verification from the State Teachers' Retirement System unless, the Association President notifies the Board's Treasurer in writing, no later than May 1 of the given contract year, that all the retiring bargaining unit members (age fifty-five (55) years or older) opt to have their entire severance payment paid directly to a tax deferred 403B account administered by ING, according to the adopted Accumulated Leave 403B Plan of the Fort Loramie School District and IRS provisions governing the office of the Treasurer.
- E. If an employee eligible for severance pay deceases, severance pay will be made to the employee's estate as though the employee has left employment in accordance with the above formula.

#### Section 5. Longevity Payments

Longevity payments will be made annually to staff members with 21 or more years of service. Payments will be made on 2<sup>nd</sup> June payment. Longevity pay does not impact Extended Time or Severance Pay. Taxes and employee retirement cost will be deducted. The Board will pay the normal portion of STRS cost.

Staff members employed by the Board prior to September 1, 2008 shall receive years on the longevity payment schedule for recognized STRS service for actual teaching experience at any accredited public and accredited/chartered parochial/private school, including up to 5 years of full-time military service plus granted STRS disability time. Teachers are responsible for providing the Board with STRS documentation to verify longevity placement.

Staff members employed by the Board after September 1, 2008 shall only receive years on the longevity payment schedule for years teaching in the Fort Loramie Local School District under a regular contract. Experience substituting in the

District, experience in a classified position in the District, or experience in a supplemental position in the District shall not count toward longevity payments.

Longevity shall be calculated by multiplying the following percentage times the base rate. Beginning with the member's 21<sup>st</sup> year of service, the percentage shall be 0.5%. Beginning with the member's 26<sup>th</sup> year of service, the percentage shall be 1.5%.

Section 6. Mileage

A teacher who is required as a part of his/her job on a regular basis to use his/her own car for transportation in order to perform his/her duties shall be reimbursed at the rate the IRS mileage rate for each mile driven. Procedures for implementing this shall be established by the administration.

Section 7. College Tuition Reimbursement

The Board shall appropriate annually a sum in the amount of Fifteen Thousand Dollars (\$15,000) to provide tuition reimbursement to teachers for earned college credit subject to the following conditions:

- A. No employee covered by this Agreement will be eligible to receive tuition reimbursement until he/she has taught in the District for one (1) year.
- B. The college course must be taken in education, in the area of present certification/licensure, or in any area of any certification/licensure permitted by the State Department of Education leading to a new certificate. However, no teacher will be permitted to take courses outside his/her area of certification/licensure until he/she reaches the level of BS/BA 150.
- C. Available moneys shall be provided to pay qualified teachers on a first-come, first-served basis.
- D. The teacher desiring such pay must meet with the building principal and receive approval of the building principal and Superintendent on the appropriate form (Addendum H) provided for this purpose prior to enrolling in the college course. All courses, including correspondence courses and television courses must be provided by an accredited institution in order to be approved for purposes of reimbursement.
- E. Eligibility is conditioned on submission of the following: (1) completion of the proper form (Addendum H) listing the number of hours of reimbursement (forms available in the Superintendent's office); (2) transcripts of passing grades; (3) itemized record of payment; and (4)

proof of payment. It is the teacher's responsibility to submit the required information for reimbursement.

- F. Reimbursement will be made on a quarterly basis. All information required for tuition reimbursement shall be submitted to the Superintendent's office on or before the last working day of the quarter – March, June, September, and December. All approved courses must be completed and the request for reimbursement received within one calendar year of the time of original approval. In cases of unusual circumstances, (pregnancy, extended illness of teacher or teacher's immediate family member, etc.) these timelines may be waived with the approval of the Superintendent.
- G. The rate of tuition reimbursement shall be fifty percent (50%) of the actual tuition cost for no more than eight (8) quarter or six (6) semester hours taken between September 1<sup>st</sup> (or the start of a fall quarter/semester) and August 31<sup>st</sup> of any school year.
- H. Each teacher receiving pay under this section, prior to his/her receipt of such pay, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such pay. If such teacher fails to teach in the district for the required period, the amount of such pay received during the prior school year shall be deducted from said teacher's final pay.

Section 8. Board Reimbursement of Costs

- A. Beginning with the effective date of this Master Agreement, the Board will reimburse bargaining unit members for 100% of any costs incurred related to state and federal background checks required by the Ohio Revised Code. Such reimbursement shall be made within 30 calendar days of the Board's receipt of evidence that the employee has paid for the background checks.
- B. Beginning with the effective date of this Master Agreement, the Board shall reimburse staff members for 100% of the fees for license/certificate renewal or upgrade, within 30 calendar days of the Board's receipt of a copy of the renewed or upgraded license/certificate.

If a staff member receives reimbursement for fees associated with license/certificate renewal or upgrade from the Board and then leaves the District, prior to the term of the license/certificate, he/she will reimburse the District on a pro-rated amount. The amount (arrived at by dividing the cost of the license by the years of effect) shall be withheld from the staff member's final pay check.

Section 9. General Admission Passes

Association members will receive a complimentary general admission pass to home athletic events. This privilege is for the Association member and one guest when the Association member is in attendance.

**ARTICLE IX – EMPLOYEE DISCIPLINE**

- A. The Administration may take progressive disciplinary action against any teacher for violation of or failure to comply with any provisions of this contract or any reasonable rules and regulations adopted by the Board of Education. Such disciplinary action shall be imposed as follows:
1. Step 1 – first offense – Verbal warning to the teacher in a conference with the principal.
  2. Step 2 – second offense – The offense shall be reduced to writing by the principal and copies given to the teacher and Superintendent. The written warning shall be initialed and dated by the teacher. The initials shall not indicate agreement with the warning's content, but show only the teacher has received a copy of the written warning.
  3. Step 3 – third offense – After a conference has been held by the Superintendent with the affected parties, a written reprimand may be placed in the teacher's personnel file.
  4. Step 4 – fourth offense – After a meeting before the Superintendent, the Administration has the right to suspend a teacher with or without pay for disciplinary purposes. The length of the suspension shall be for up to five days maximum.
- B. Upon the initiative of the Superintendent, with good cause shown, Steps 1, 2, and 3 above may be omitted and a teacher brought before the Superintendent directly for disciplinary action. Prior to any such suspension, the Administration shall conduct an investigation of the incident or infraction(s) upon which any such suspension will be based. The results of the investigation shall be reduced to writing and given to the teacher along with a recommendation for a possible suspension with or without pay.
- C. Upon request of the teacher and within five (5) days of the teacher's receiving written notification of a possible suspension with or without pay, the teacher may request a meeting before the board of education in executive session. The teacher and the board shall have the right to representation at the meeting.
- D. The teacher shall be notified of his/her right to representation at each step.

- E. Disciplinary action is subject to the grievance procedure set forth in this Agreement. No teacher shall be reprimanded for disciplined without just cause.
- F. Nothing herein shall preclude the Board or Education from omitting the foregoing steps and procedures and instituting termination proceedings pursuant to Sections 3319.16 and 3319.161 of the Ohio Revised Code at any time when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

## **ARTICLE X – GRIEVANCE PROCEDURE**

### **PURPOSE:**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.
- B. Nothing contained herein will be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration and having the problem resolved without consultation of the Association.

### **DEFINITIONS:**

- A. A grievance is a claim by an employee or group of employees, or Association that there has been a violation, misinterpretation, or misapplication of this Agreement.
- B. A Grievant shall be a certificated/licensed employee(s) of the Board.

### **RIGHTS:**

- A. A grievant may appear on his own behalf or may be represented at any and all steps of the grievance procedure by the Association's designee.
- B. The President of the Association and the grievant shall receive written notice of any meeting held to resolve a grievance. The grievant shall have the right to representation at the meeting, and shall be given a written report of the disposition of the grievance.
- C. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance to the Superintendent in writing, and the processing of such grievance shall be commenced at that level.
- D. Grievances, or the fact that grievances were filed, shall neither be recorded nor placed in the personnel files or any other file used to evaluate for reemployment, transfer, and/or assignment. There shall be no reprisals nor recriminations against any participant in this grievance procedure.

## PROCEDURE:

### Level One

The grievance shall first be discussed with a principal or the immediate supervisor after the Association has been informed of the meeting and within ten (10) teacher work days of the event that gives rise to the grievance or condition upon which the alleged grievance is based or with reasonable diligence should have been known to exist by the grievant if such event occurred during the student year. If the event occurred at a time other than the student year, then the grievance must be filed within fifteen (15) calendar days of the event or condition upon which the alleged grievance is based or with reasonable diligence should have been known to exist by the grievant. The grievant shall inform the principal or immediate supervisor that he/she is initiating the grievance procedure at Level One. (Addendum E1-E2)

### Level Two

- A. If satisfactory disposition of the grievance is not received in writing within ten (10) calendar days of the meeting held at Level One, the grievance may be submitted to the Superintendent. Before taking the grievance to the Superintendent, it must be reduced to writing and a copy shall first be given to the Principal or immediate supervisor.
- B. Within ten (10) calendar days after receipt of the written grievance by the Superintendent, the Superintendent or designee shall meet with the grievant and/or his Association representative in an effort to resolve the grievance.

### Level Three

- A. If satisfactory disposition of the grievance is not received in writing within ten (10) calendar days of the meeting with the Superintendent or designee, the grievance may be submitted by the Association to the American Arbitration Association. An arbitrator shall be selected using the Voluntary Rules of the American Arbitration Association. Either party shall have the right to request a second list and selection shall be by alternate strike. Any and all charges incurred as a result of requesting a second list shall be borne by the party making the request.
- B. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement or existing Board policies.
- C. Within thirty (30) calendar days, or such other time as may be mutually agreed to, he/she shall render a decision in writing and such decision shall be binding on all parties of interest.
- D. The cost of the arbitrator shall be borne equally between the Association and the Board.

## ARTICLE XI – COMMITTEES

### Section 1. Labor Management Committee

There shall be a Labor Management Committee that shall meet to discuss employee concerns not otherwise contained in this Agreement. The purpose of the Labor Management Committee will be to identify, discuss, and establish possible remedies for past, present, and potential district labor relation and educational problems. The Committee shall consist of the Superintendent and the Association President plus two (2) other participants from the Association selected by the Association. The building principals may be included by mutual agreement prior to any scheduled Committee meeting. The Committee shall meet from time to time at the request of either party, and meeting times shall be mutually agreed upon.

### Section 2. Master Teacher Committee

A Master Teacher Committee shall be established for the purpose of designating teachers in the District as a master teacher, to facilitate the application process, confirm candidates' eligibility, review applications and determine its Master Teachers.

#### A. Selection of the Master Teacher Committee Members

1. FLEA will be charged with selecting the staff members to serve on this committee.
2. The Fort Loramie Local School District shall select master teachers through participation in the county consortium. Prior to June 1<sup>st</sup> of the current school year, the staff members and Fort Loramie Board representatives serving on the committee, along with the FLEA President, shall meet to discuss the prospect of continued participation in the county consortium for the purpose of selecting master teachers.

#### B. Employee Protection

Under no circumstances is the involvement in the activities of the Master Teacher Committee to be used for employment decisions by the Board per Article V – Teacher Contracts.

## ARTICLE XII – SEVERABILITY

- A. Should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision of

the contract is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

- B. During the term of this Agreement, there will be no lockout on the part of the Board nor any strike by the employees hereunder. The Association will not encourage, sanction, or approve any strike by the employees hereunder during the term of this Agreement and the Association will actively discourage and publicly denounce any such strike.
- C. For the life of this Agreement, the Board and the Association waive the right, and agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except as mutually agreed to by the Association and the Board.

### **ARTICLE XIII – DRUG/ALCOHOL FREE WORKPLACE**

The Board and the Association believe that quality education is not possible in an environment affected by illegal drug use and/or abuse of alcoholic beverages. The Board and Association will seek to establish and maintain a drug/alcohol free educational setting in full compliance with federal, state and local laws including the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act.

In compliance with those laws, the Board prohibits the manufacture, distribution, dispensation, possession or use of alcoholic beverages and/or controlled substances (illegal drugs) by any employee during working hours, on Board premises, or at any activity or function sponsored by or related to employment with the Board. “Controlled substance” refers to drugs subject to federal or state regulation, making their manufacture, distribution, dispensation, possession or use a crime. Medications used as prescribed by a treating physician or dentist are excluded. As a condition of employment, each employee shall be required to notify his or her supervisor of any conviction of a criminal drug statute for a violation occurring during working hours, on Board premises, or at any activity or function sponsored by or related to employment with the Board. Such reports must be made no later than five (5) days after such conviction. Any employee who violates the terms of this provision shall be subject to disciplinary action in accordance with local, state and federal laws, up to and including termination of employment. A disciplinary action, involving drugs or alcohol, shall, where appropriate, include the completion of a rehabilitation program.

The Superintendent shall, in consultation with the Association, establish whatever programs and procedures are necessary to meet federal certification requirements for compliance with the Drug-Free Workplace Act and the Drug-Free Schools and Community Act, but which also comply with and do not interfere with this Agreement.

## **ARTICLE XIV – SMOKE FREE WORKPLACE**

Medical evidence clearly indicates that smoking poses a significant health risk to smokers and nonsmokers alike. Therefore, Fort Loramie Local Schools will have a “smoke-free” environment to promote and sustain the general health and well-being of all students, faculty, staff and visitors.

## **ARTICLE XV – FAIR SHARE**

### **A. Payroll Deduction of Fair Share**

Notice of the amount of fair share shall be transmitted by the Association to the Board for the treasurer to deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association’s representation of such non-members during the term of this contract.

### **B. Notification of the Amount of Fair Share Fee**

Notice of the amount of the annual fair share fee and those persons subject to that charge shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Union in the same manner in which dues are transmitted.

### **C. Schedule of Fair Share Fee Deductions**

#### **1. All Fair Share Fee Payers**

Payroll deductions should follow the established dates for dues deductions in the district.

#### **2. Upon Termination of Membership During the Membership Year**

Upon notification from the Association that a member has terminated membership, the Treasurer of the Board shall commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

### **D. Transmittal of Deductions**

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

E. Procedure for Rebate

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

F. Entitlement to Rebate

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

**ARTICLE XVI – CHILDREN OF TEACHERS/TUITION FREE ATTENDANCE**

The natural children, step-children or adopted children of teachers may be permitted to attend one of the schools in the District without payment of tuition. The payments of any student fees are not included in the exemption from tuition payment.

Children of teachers shall comply with the admission requirements and criteria as established by the Board for tuition students. Transportation of the children to the assigned school shall be the responsibility of the teacher-parent. Any custodial care of the children shall not interfere with the performance of the parent-teacher's contractual duties and responsibilities nor the contractual duties and responsibilities of other employees of the Board.

School and teacher assignment shall be made by the Superintendent and shall not be subject to the grievance and arbitration provisions of the contract.

**ARTICLE XVII – REEMPLOYMENT OF RETIRED TEACHERS**

A teacher retired under STRS ("Reemployed teacher") may be employed/reemployed under the following conditions:

- A. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the Fort Loramie Schools District. Reemployed teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Reemployed teachers who previously worked in the District are not guaranteed a particular assignment upon reemployment. Reemployed teachers will be assigned to positions that are within their certification/license area(s) and are eligible for transfers pursuant to the negotiated agreement.

- B. Reemployed retired teachers will be placed at the five (5) year experience level on the salary schedule upon reemployment and given full credit for their educational level.
- C. Reemployed retired teachers shall be entitled to participate in the health insurance program provided to the bargaining unit members under Article VIII, Section 2 of the negotiated agreement unless insurance is available through STRS. The Board's contribution to retired teacher health insurance premiums in the event insurance is not available through STRS, will be limited to the Board's share of single plan coverage. The retired teacher may purchase family coverage through their additional contribution.

Retired/rehired employees as of September 1, 2008 will not be impacted by these new insurance provisions.

- D. Reemployed retired teachers are not eligible for continuing contracts; rather, they will be awarded one-year contracts that will automatically expire at the end of each school year without notice of non-renewal and without compliance with O.R.C. Sections 3319.11 and 3319.111. For purposes of reemployed teachers, the parties expressly agree that this provision supersedes and replaces O.R.C. Sections 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement. Performance evaluations of reemployed teachers will be conducted annually. Such evaluations may be formal or informal assessments at the discretion of the building principal.
- E. Reemployed retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. Section 3307.3.5.
- F. Seniority for reemployed retired teachers returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire "post-retirement" tenure. In the event of a reduction in force the reemployed teacher will not have any of the recall rights set forth in the negotiated agreement.
- G. Reemployed retired teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
- H. Reemployed retired teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed retired teachers. Reemployed retired teachers shall earn 1 ¼ days of sick leave per month for the duration of their reemployment. Reemployed retired teachers may request an advance of up to five (5) days of sick leave, if necessary. The reemployed retired teacher must reimburse the Board for any advanced sick leave that is not earned at the time the reemployed retired teacher separates his/her employment with the District. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.141.

- I. Subject to these provisions, reemployed retired teachers are part of the bargaining unit.
- J. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, and Ohio Administrative Code, and federal laws and regulations.

ARTICLE XVIII – DURATION OF AGREEMENT

This agreement is in effect from August 16, 2016 through August 15, 2019. Any party requesting a modification or termination of this Agreement upon the Agreement's termination date shall serve the statutory Notice of the State Employment relations Board as well as the other party. At the initial bargaining session, each party shall exchange written proposals.

Diane L. Pleuma 8-15-16  
PRESIDENT Date  
Fort Loramie Board of Education

Erin Turner 8-15-16  
PRESIDENT Date  
Fort Loramie Education Association

D. A. Kelly 8/1/16  
SUPERINTENDENT Date  
Fort Loramie Local Schools

Paul Turner 8/15/16  
NEGOTIATIONS COMMITTEE Date  
REPRESENTATIVE  
Fort Loramie Education Association

Daniel K. Spiller 8/16/16  
TREASURER Date  
Fort Loramie Local Schools

The Fort Loramie Board of Education, Fort Loramie Education Association, and the Administrative Staff shall dedicate themselves to maintaining channels of open communications through the contract periods.

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**ADDENDUM A**

**TEACHERS SALARY SCHEDULE A  
FORT LORAMIE LOCAL SCHOOL DISTRICT  
Effective 2016-2017**

Percentage Increase 3.5%

Exp Increment	Degree 0.0450		150 Hours 0.0500		Masters 0.0550		Masters +15* 0.0600		Masters +30*
0	1.0000	33,690	1.0500	35,375	1.1000	37,059	1.1600	39,081	39,081
1	1.0450	35,206	1.1000	37,059	1.1550	38,912	1.2200	41,102	41,102
2	1.0900	36,722	1.1500	38,744	1.2100	40,765	1.2800	43,124	43,124
3	1.1350	38,238	1.2000	40,428	1.2650	42,618	1.3400	45,145	45,145
4	1.1800	39,755	1.2500	42,113	1.3200	44,471	1.4000	47,166	47,166
5	1.2250	41,271	1.3000	43,797	1.3750	46,324	1.4600	49,188	49,188
6	1.2700	42,787	1.3500	45,482	1.4300	48,177	1.5200	51,209	51,709
7	1.3150	44,303	1.4000	47,166	1.4850	50,030	1.5800	53,231	53,731
8	1.3600	45,819	1.4500	48,851	1.5400	51,883	1.6400	55,252	55,752
9	1.4050	47,335	1.5000	50,535	1.5950	53,736	1.7000	57,274	57,774
10	1.4500	48,851	1.5500	52,220	1.6500	55,589	1.7600	59,295	60,295
11	1.4950	50,367	1.6000	53,904	1.7050	57,442	1.8200	61,316	62,316
12	1.4950	50,367	1.6500	55,589	1.7600	59,295	1.8800	63,338	64,338
13	1.4950	50,367	1.7000	57,274	1.8150	61,148	1.9400	65,359	66,359
14	1.4950	50,367	1.7000	57,274	1.8150	61,148	2.0000	67,381	68,381
15	1.6800	56,600	1.8070	60,878	1.9320	65,090	2.0600	69,402	70,502

\*Graduate hours after attainment of Master's Degree  
(Hours set forth herein refer to semester hours or the quarter hour equivalent.)

Base \$33,690

**ADDENDUM A1**

**TEACHERS SALARY SCHEDULE A  
FORT LORAMIE LOCAL SCHOOL DISTRICT  
Effective 2017-2018**

Percentage Increase 2.75%

Exp Increment	Degree 0.0450		150 Hours 0.0500		Masters 0.0550		Masters +15* 0.0600		Masters +30*
0	1.0000	34,617	1.0500	36,348	1.1000	38,079	1.1600	40,156	40,156
1	1.0450	36,175	1.1000	38,079	1.1550	39,983	1.2200	42,233	42,233
2	1.0900	37,733	1.1500	39,810	1.2100	41,887	1.2800	44,310	44,310
3	1.1350	39,290	1.2000	41,540	1.2650	43,791	1.3400	46,387	46,387
4	1.1800	40,848	1.2500	43,271	1.3200	45,694	1.4000	48,464	48,464
5	1.2250	42,406	1.3000	45,002	1.3750	47,598	1.4600	50,541	50,541
6	1.2700	43,964	1.3500	46,733	1.4300	49,502	1.5200	52,618	53,118
7	1.3150	45,521	1.4000	48,464	1.4850	51,406	1.5800	54,695	55,195
8	1.3600	47,079	1.4500	50,195	1.5400	53,310	1.6400	56,772	57,272
9	1.4050	48,637	1.5000	51,926	1.5950	55,214	1.7000	58,849	59,349
10	1.4500	50,195	1.5500	53,656	1.6500	57,118	1.7600	60,926	61,926
11	1.4950	51,752	1.6000	55,387	1.7050	59,022	1.8200	63,003	64,003
12	1.4950	51,752	1.6500	57,118	1.7600	60,926	1.8800	65,080	66,080
13	1.4950	51,752	1.7000	58,849	1.8150	62,830	1.9400	67,157	68,157
14	1.4950	51,752	1.7000	58,849	1.8150	62,830	2.0000	69,234	70,234
15	1.6800	58,157	1.8070	62,553	1.9320	66,880	2.0600	71,311	72,411

\*Graduate hours after attainment of Master's Degree  
(Hours set forth herein refer to semester hours or the quarter hour equivalent.)

Base \$34,616

**ADDENDUM A2**

**TEACHERS SALARY SCHEDULE A  
FORT LORAMIE LOCAL SCHOOL DISTRICT  
Effective 2018-2019**

Percentage Increase 2.5%

Exp Increment	Degree 0.0450	150 Hours 0.0500	Masters 0.0550	Masters +15* 0.0600	Masters +30*				
0	1.0000	35,482	1.0500	37,256	1.1000	39,030	1.1600	41,159	41,159
1	1.0450	37,079	1.1000	39,030	1.1550	40,982	1.2200	43,288	43,288
2	1.0900	38,675	1.1500	40,804	1.2100	42,933	1.2800	45,417	45,417
3	1.1350	40,272	1.2000	42,578	1.2650	44,885	1.3400	47,546	47,546
4	1.1800	41,869	1.2500	44,353	1.3200	46,836	1.4000	49,675	49,675
5	1.2250	43,465	1.3000	46,127	1.3750	48,788	1.4600	51,804	51,804
6	1.2700	45,062	1.3500	47,901	1.4300	50,739	1.5200	53,933	54,433
7	1.3150	46,659	1.4000	49,675	1.4850	52,691	1.5800	56,062	56,562
8	1.3600	48,256	1.4500	51,449	1.5400	54,642	1.6400	58,190	58,690
9	1.4050	49,852	1.5000	53,223	1.5950	56,594	1.7000	60,319	60,819
10	1.4500	51,449	1.5500	54,997	1.6500	58,545	1.7600	62,448	63,448
11	1.4950	53,046	1.6000	56,771	1.7050	60,497	1.8200	64,577	65,577
12	1.4950	53,046	1.6500	58,545	1.7600	62,448	1.8800	66,706	67,706
13	1.4950	53,046	1.7000	60,319	1.8150	64,400	1.9400	68,835	69,835
14	1.4950	53,046	1.7000	60,319	1.8150	64,400	2.0000	70,964	71,964
15	1.6800	59,610	1.8070	64,116	1.9320	68,551	2.0600	73,093	74,193

\*Graduate hours after attainment of Master's Degree  
(Hours set forth herein refer to semester hours or the quarter hour equivalent.)

Base \$35,482

**ADDENDUM B**

**TEACHERS SALARY SCHEDULE B  
FORT LORAMIE LOCAL SCHOOL DISTRICT  
Effective 2016-2017**

Percentage Increase 3.5%

Exp	BA Degree 0.0400		MA Degree 0.0500		MA + 15* 0.0550		MA +30*	
	Increment		Increment		Increment		Increment	
0	1.0000	\$ 33,690	1.1000	\$ 37,059	1.1500	\$ 38,744		\$ 38,744
1	1.0400	\$ 35,038	1.1500	\$ 38,744	1.2050	\$ 40,597		\$ 40,597
2	1.0800	\$ 36,386	1.2000	\$ 40,428	1.2600	\$ 42,450		\$ 42,450
3	1.1200	\$ 37,733	1.2500	\$ 42,113	1.3150	\$ 44,303		\$ 44,303
4	1.1600	\$ 39,081	1.3000	\$ 43,797	1.3700	\$ 46,156		\$ 46,156
5	1.2000	\$ 40,428	1.3500	\$ 45,482	1.4250	\$ 48,009		\$ 48,009
6	1.2400	\$ 41,776	1.4000	\$ 47,166	1.4800	\$ 49,862	\$ 500	\$ 50,362
7	1.2800	\$ 43,124	1.4500	\$ 48,851	1.5350	\$ 51,715	\$ 500	\$ 52,215
8	1.3200	\$ 44,471	1.5000	\$ 50,535	1.5900	\$ 53,568	\$ 500	\$ 54,068
9	1.3600	\$ 45,819	1.5500	\$ 52,220	1.6450	\$ 55,421	\$ 500	\$ 55,921
10	1.4000	\$ 47,166	1.6000	\$ 53,904	1.7000	\$ 57,274	\$ 500	\$ 57,774
11	1.4000	\$ 47,166	1.6000	\$ 53,904	1.7000	\$ 57,274	\$ 650	\$ 57,924
12	1.4400	\$ 48,514	1.6500	\$ 55,589	1.7550	\$ 59,126	\$ 650	\$ 59,776
13	1.4400	\$ 48,514	1.6500	\$ 55,589	1.7550	\$ 59,126	\$ 650	\$ 59,776
14	1.4800	\$ 49,862	1.7000	\$ 57,274	1.8100	\$ 60,979	\$ 650	\$ 61,629
15	1.4800	\$ 49,862	1.7000	\$ 57,274	1.8100	\$ 60,979	\$ 650	\$ 61,629
16	1.5200	\$ 51,209	1.7500	\$ 58,958	1.8650	\$ 62,832	\$ 800	\$ 63,632
17	1.5200	\$ 51,209	1.7500	\$ 58,958	1.8650	\$ 62,832	\$ 800	\$ 63,632
18	1.5600	\$ 52,557	1.8000	\$ 60,643	1.9200	\$ 64,685	\$ 800	\$ 65,485
19	1.5600	\$ 52,557	1.8000	\$ 60,643	1.9200	\$ 64,685	\$ 800	\$ 65,485
20	1.6000	\$ 53,904	1.8500	\$ 62,327	1.9750	\$ 66,538	\$ 800	\$ 67,338
21	1.6000	\$ 53,904	1.8500	\$ 62,327	1.9750	\$ 66,538	\$ 950	\$ 67,488
22	1.6400	\$ 55,252	1.9000	\$ 64,012	2.0300	\$ 68,391	\$ 950	\$ 69,341
23	1.6400	\$ 55,252	1.9000	\$ 64,012	2.0300	\$ 68,391	\$ 950	\$ 69,341
24	1.6800	\$ 56,600	1.9500	\$ 65,696	2.0850	\$ 70,244	\$ 950	\$ 71,194
25	1.6800	\$ 56,600	1.9500	\$ 65,696	2.0850	\$ 70,244	\$ 1,100	\$ 71,344

All teachers beginning employment in the 2011-2012 school year and after shall be paid in accordance with the above salary schedule.

\*Graduate hours after attainment of Master's Degree  
(Hours set forth herein refer to semester hours or the quarter hour equivalent.)

Base \$33,690

**ADDENDUM B2**

**TEACHERS SALARY SCHEDULE B  
FORT LORAMIE LOCAL SCHOOL DISTRICT  
Effective 2017-2018**

Percentage Increase 2.75%

Exp	BA Degree 0.0400		MA Degree 0.0500		MA + 15* 0.0550		MA +30*	
	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
0	1.0000	\$ 34,617	1.1000	\$ 38,079	1.1500	\$ 39,810		\$ 39,810
1	1.0400	\$ 36,002	1.1500	\$ 39,810	1.2050	\$ 41,713		\$ 41,713
2	1.0800	\$ 37,386	1.2000	\$ 41,540	1.2600	\$ 43,617		\$ 43,617
3	1.1200	\$ 38,771	1.2500	\$ 43,271	1.3150	\$ 45,521		\$ 45,521
4	1.1600	\$ 40,156	1.3000	\$ 45,002	1.3700	\$ 47,425		\$ 47,425
5	1.2000	\$ 41,540	1.3500	\$ 46,733	1.4250	\$ 49,329		\$ 49,329
6	1.2400	\$ 42,925	1.4000	\$ 48,464	1.4800	\$ 51,233	\$ 500	\$ 51,733
7	1.2800	\$ 44,310	1.4500	\$ 50,195	1.5350	\$ 53,137	\$ 500	\$ 53,637
8	1.3200	\$ 45,694	1.5000	\$ 51,926	1.5900	\$ 55,041	\$ 500	\$ 55,541
9	1.3600	\$ 47,079	1.5500	\$ 53,656	1.6450	\$ 56,945	\$ 500	\$ 57,445
10	1.4000	\$ 48,464	1.6000	\$ 55,387	1.7000	\$ 58,849	\$ 500	\$ 59,349
11	1.4000	\$ 48,464	1.6000	\$ 55,387	1.7000	\$ 58,849	\$ 650	\$ 59,499
12	1.4400	\$ 49,848	1.6500	\$ 57,118	1.7550	\$ 60,753	\$ 650	\$ 61,403
13	1.4400	\$ 49,848	1.6500	\$ 57,118	1.7550	\$ 60,753	\$ 650	\$ 61,403
14	1.4800	\$ 51,233	1.7000	\$ 58,849	1.8100	\$ 62,657	\$ 650	\$ 63,307
15	1.4800	\$ 51,233	1.7000	\$ 58,849	1.8100	\$ 62,657	\$ 650	\$ 63,307
16	1.5200	\$ 52,618	1.7500	\$ 60,580	1.8650	\$ 64,561	\$ 800	\$ 65,361
17	1.5200	\$ 52,618	1.7500	\$ 60,580	1.8650	\$ 64,561	\$ 800	\$ 65,361
18	1.5600	\$ 54,003	1.8000	\$ 62,311	1.9200	\$ 66,465	\$ 800	\$ 67,265
19	1.5600	\$ 54,003	1.8000	\$ 62,311	1.9200	\$ 66,465	\$ 800	\$ 67,265
20	1.6000	\$ 55,387	1.8500	\$ 64,041	1.9750	\$ 68,369	\$ 800	\$ 69,169
21	1.6000	\$ 55,387	1.8500	\$ 64,041	1.9750	\$ 68,369	\$ 950	\$ 69,319
22	1.6400	\$ 56,772	1.9000	\$ 65,772	2.0300	\$ 70,273	\$ 950	\$ 71,223
23	1.6400	\$ 56,772	1.9000	\$ 65,772	2.0300	\$ 70,273	\$ 950	\$ 71,223
24	1.6800	\$ 58,157	1.9500	\$ 67,503	2.0850	\$ 72,176	\$ 950	\$ 73,126
25	1.6800	\$ 58,157	1.9500	\$ 67,503	2.0850	\$ 72,176	\$ 1,100	\$ 73,276

All teachers beginning employment in the 2011-2012 school year and after shall be paid in accordance with the above salary schedule.

\*Graduate hours after attainment of Master's Degree  
(Hours set forth herein refer to semester hours or the quarter hour equivalent.)

Base \$34,616

**ADDENDUM B2**

**TEACHERS SALARY SCHEDULE A  
FORT LORAMIE LOCAL SCHOOL DISTRICT  
Effective 2018-2019**

Percentage Increase 2.5%

Increment	BA Degree		MA Degree		MA + 15*		MA +30*	
	0.0400		0.0500		0.0550			
Exp								
0	1.0000	\$ 35,482	1.1000	\$ 39,030	1.1500	\$ 40,804		\$ 40,804
1	1.0400	\$ 36,901	1.1500	\$ 40,804	1.2050	\$ 42,756		\$ 42,756
2	1.0800	\$ 38,321	1.2000	\$ 42,578	1.2600	\$ 44,707		\$ 44,707
3	1.1200	\$ 39,740	1.2500	\$ 44,353	1.3150	\$ 46,659		\$ 46,659
4	1.1600	\$ 41,159	1.3000	\$ 46,127	1.3700	\$ 48,610		\$ 48,610
5	1.2000	\$ 42,578	1.3500	\$ 47,901	1.4250	\$ 50,562		\$ 50,562
6	1.2400	\$ 43,998	1.4000	\$ 49,675	1.4800	\$ 52,513	\$ 500	\$ 53,013
7	1.2800	\$ 45,417	1.4500	\$ 51,449	1.5350	\$ 54,465	\$ 500	\$ 54,965
8	1.3200	\$ 46,836	1.5000	\$ 53,223	1.5900	\$ 56,416	\$ 500	\$ 56,916
9	1.3600	\$ 48,256	1.5500	\$ 54,997	1.6450	\$ 58,368	\$ 500	\$ 58,868
10	1.4000	\$ 49,675	1.6000	\$ 56,771	1.7000	\$ 60,319	\$ 500	\$ 60,819
11	1.4000	\$ 49,675	1.6000	\$ 56,771	1.7000	\$ 60,319	\$ 650	\$ 60,969
12	1.4400	\$ 51,094	1.6500	\$ 58,545	1.7550	\$ 62,271	\$ 650	\$ 62,921
13	1.4400	\$ 51,094	1.6500	\$ 58,545	1.7550	\$ 62,271	\$ 650	\$ 62,921
14	1.4800	\$ 52,513	1.7000	\$ 60,319	1.8100	\$ 64,222	\$ 650	\$ 64,872
15	1.4800	\$ 52,513	1.7000	\$ 60,319	1.8100	\$ 64,222	\$ 650	\$ 64,872
16	1.5200	\$ 53,933	1.7500	\$ 62,094	1.8650	\$ 66,174	\$ 800	\$ 66,974
17	1.5200	\$ 53,933	1.7500	\$ 62,094	1.8650	\$ 66,174	\$ 800	\$ 66,974
18	1.5600	\$ 55,352	1.8000	\$ 63,868	1.9200	\$ 68,125	\$ 800	\$ 68,925
19	1.5600	\$ 55,352	1.8000	\$ 63,868	1.9200	\$ 68,125	\$ 800	\$ 68,925
20	1.6000	\$ 56,771	1.8500	\$ 65,642	1.9750	\$ 70,077	\$ 800	\$ 70,877
21	1.6000	\$ 56,771	1.8500	\$ 65,642	1.9750	\$ 70,077	\$ 950	\$ 71,027
22	1.6400	\$ 58,190	1.9000	\$ 67,416	2.0300	\$ 72,028	\$ 950	\$ 72,978
23	1.6400	\$ 58,190	1.9000	\$ 67,416	2.0300	\$ 72,028	\$ 950	\$ 72,978
24	1.6800	\$ 59,610	1.9500	\$ 69,190	2.0850	\$ 73,980	\$ 950	\$ 74,930
25	1.6800	\$ 59,610	1.9500	\$ 69,190	2.0850	\$ 73,980	\$ 1,100	\$ 75,080

All teachers beginning employment in the 2011-2012 school year and after shall be paid in accordance with the above salary schedule.

\*Graduate hours after attainment of Master's Degree  
(Hours set forth herein refer to semester hours or the quarter hour equivalent.)

Base \$35,482

## ADDENDUM C

### Supplemental Salary Schedule

Calculated on Percentage of Teachers' Salary Schedule Base

POSITION	NOTE	0-5 YEARS EXPERIENCE	6-10 YEARS EXPERIENCE	11+ YEARS EXPERIENCE
<b>ACADEMIC RELATED</b>				
Academia		3.00%	3.75%	4.50%
Achievement Activity		1.00%	1.25%	1.50%
Annual		6.00%	7.50%	9.00%
Art Club		2.00%	2.50%	3.00%
Band		14.00%	16.50%	19.00%
Chorus		6.00%	8.00%	10.00%
Kids Korus		2.00%	2.50%	3.00%
Destination Imagination Coach	<b>A</b>	1.50%	2.25%	3.00%
Destination Imagination Coordinator		1.00%	1.75%	2.50%
Musical Director (per production)		4.50%	5.00%	5.50%
Musical Assistant (per production)	<b>B</b>	2.50%	2.75%	3.00%
Musical Assistant – Sets (per production)		2.00%	2.50%	3.00%
Play Director (per production)		2.00%	3.00%	4.00%
Play Assistant (per production)	<b>B</b>	1.00%	1.75%	2.50%
Play Assistant – Sets (per production)		2.00%	2.50%	3.00%
Elementary Student Store		2.00%	2.25%	2.50%
Invention Convention Coordinator		1.00%	1.75%	2.50%
Invention Convention Coordinator – Local		2.00%	2.50%	3.00%
FCCLA		3.00%	3.75%	4.50%
History Club		2.00%	2.50%	3.00%
Marching Band Assistant		4.00%	5.00%	6.00%
Marching Band Corps Advisor		4.00%	5.25%	6.50%
Math Club		2.00%	2.50%	3.00%
National Honor Society		3.00%	3.75%	4.50%
Power of the Pen		3.00%	3.75%	4.50%
Redskin News Network	<b>B</b>	4.00%	5.00%	6.00%
Safety Patrol		3.00%	3.75%	4.50%
Science Fair		2.00%	2.50%	3.00%
Science Olympiad		6.00%	8.00%	10.00%
Spanish Club		2.00%	2.50%	3.00%
Special Academic Activity	<b>C</b>	1.00%	1.00%	2.00%
Student Council – HS		4.00%	5.00%	6.00%
Student Council – JH		2.75%	3.00%	3.25%
<b>CLASS ADVISORS</b>				
Grades 7-10, 12		3.00%	3.75%	4.50%
Grade 11	<b>D</b>	5.00%	6.25%	7.50%
<b>SPORTS RELATED</b>				
<b>FALL SPORTS</b>				
Golf – Boys	<b>E</b>	7.00%	8.75%	10.50%
Golf – Girls	<b>E</b>	7.00%	8.75%	10.50%
Golf Assistant	<b>F</b>	4.00%	5.00%	6.00%
Cross Country – HS (Co-ed)		10.00%	12.50%	15.00%

Cross County – JH (Co-ed)		5.00%	5.75%	6.50%
Cross Country Assistant (Co-ed)	<b>G</b>	4.00%	5.00%	6.00%
Volleyball – Varsity		10.00%	12.50%	15.00%
Volleyball – JV		7.00%	8.75%	10.50%
Volleyball – Assistant Varsity		6.00%	7.25%	8.50%
Volleyball – Freshman		5.00%	6.00%	7.00%
Volleyball – Grade 8		5.00%	6.00%	7.00%
Volleyball – Grade 7		5.00%	6.00%	7.00%
Volleyball – Additional Jr. High Team(s)	<b>H</b>	4.00%	5.00%	6.00%
Football – Varsity		16.00%	19.75%	23.50%
Football – Assistant Varsity (4)		10.00%	12.25%	14.50%
Football – HS Additional Assistant	<b>O</b>	9.00%	10.50%	12.00%
Football – Jr. High Coordinator		6.00%	7.25%	8.50%
Football – Jr. High Assistant (3)		5.00%	6.00%	7.00%
Football – Jr. High Additional Assistant	<b>P</b>	4.50%	5.50%	6.50%
<b>CHEERLEADING</b>				
Football Cheerleading – High School		3.25%	3.75%	4.25%
Football Cheerleading – Jr. High		2.25%	2.75%	3.25%
Basketball Cheerleading – High School		6.25%	6.75%	7.25%
Basketball Cheerleading – Jr. High		3.25%	3.75%	4.25%
Basketball Cheerleading – Freshman	<b>Q</b>	3.25%	3.75%	4.25%
<b>WINTER SPORTS – BOYS</b>				
Basketball – Varsity		16.00%	19.75%	23.50%
Basketball – JV		10.00%	12.25%	14.50%
Basketball – Assistant Varsity		9.00%	10.50%	12.00%
Basketball – Freshman		7.00%	8.50%	10.00%
Basketball – Grade 8		6.00%	7.25%	8.50%
Basketball – Grade 7		6.00%	7.25%	8.50%
Basketball – Additional Jr. High Team (s)	<b>H</b>	4.50%	5.50%	6.50%
Basketball – 5 <sup>th</sup> & 6 <sup>th</sup> Grade Coordinator		2.00%	2.50%	3.00%
<b>WINTER SPORTS – GIRLS</b>				
Basketball – Varsity		16.00%	19.75%	23.50%
Basketball – JV		10.00%	12.25%	14.50%
Basketball – Assistant Varsity		9.00%	10.50%	12.00%
Basketball – Freshman		7.00%	8.50%	10.00%
Basketball – Grade 8		6.00%	7.25%	8.50%
Basketball – Grade 7		6.00%	7.25%	8.50%
Basketball – Additional Jr. High Team (s)	<b>H</b>	4.50%	5.50%	6.50%
Basketball – 5 <sup>th</sup> & 6 <sup>th</sup> Grade Coordinator		2.00%	2.50%	3.00%
<b>SPRING SPORTS</b>				
Baseball – Varsity		10.00%	12.50%	15.00%
Baseball - JV		7.00%	8.75%	10.50%
Baseball – Assistant Varsity		6.00%	7.25%	8.50%
Baseball – Assistant JV		4.00%	5.50%	6.00%
Softball – Varsity		10.00%	12.50%	15.00%
Softball – JV		7.00%	8.75%	10.50%
Softball – Assistant Varsity		6.00%	7.25%	8.50%

Softball – Assistant JV		4.00%	5.50%	6.00%
Track – Head/Coordinator		15.30%	17.80%	20.30%
Track – Assistant (7-12)	<b>I</b>	5.30%	5.90%	6.50%
Head Track – HS Boys	<b>J</b>	10.00%	12.50%	15.00%
Head Track – HS Girls	<b>J</b>	10.00%	12.50%	15.00%
Track – Jr. High Boys		4.00%	5.00%	6.00%
Track – Jr. High Girls		4.00%	5.00%	6.00%
Track – Additional Assistant(s)	<b>L</b>	4.00%	5.00%	6.00%
Weight Room Monitor	<b>K</b>	10.00%	12.25%	14.50%
<b>MISCELLANEOUS</b>				
AP/DE/CC+		1.50%	2.00%	2.50%
IAT – Corp Team	<b>M</b>	2.00%	2.50%	3.00%
LPCD Representative		2.00%	2.50%	3.00%
Master Teacher Committee Representative		2.00%	2.50%	3.00%
Mentor Teacher	<b>R</b>	2.00%	2.50%	3.00
School News		3.00%	3.50%	4.00%
Supervision – Jr./Sr. High School	<b>N</b>	2.00%	2.50%	3.00%

- 1) When positions are split between two (2) or more individuals, the rate of pay shall be split proportionately.
- 2) Advance credit for experience may be granted by the Superintendent.
- 3) The B.A. zero (0) rate in effect at the beginning of a school year shall be the base for the extra-curricular percentage for the entire school year.
- 4) Years' experience in a particular sport or activity will carry over if a coach moves to a different level in the same sport or similar activity.
- 5) When supplemental positions are split, percentage of reimbursement shall be based on percentage of the supplemental contract issued.

### SUPPLEMENTAL SALARY SCHEDULE NOTES KEY

- A** Maximum of 12.
- B** Maximum of 2.
- C** Maximum of 10.
- D** Maximum of 2.
- E** Varsity and reserve teams combined.
- F** Full boys and girls varsity teams plus minimum of 5 additional participants.
- G** When the coach to team member ratio exceeds 1 to 15 in the total 7-12 program, the Board may employ one or more additional assistant coach(es).
- H** When student participation warrants, the Board may add additional teams.
- I** Three (3) positions with head/coordinator position filled, two (2) positions when two head coaches.
- J** In absence of head/coordinator position.
- K** Or may be split among multiple monitors to be compensated at a rate of \$7.75 per hour to maximum of \$3,200.
- L** When the coach to team member ratio exceeds 1 to 15 in the total 7-12 track program, the Board may employ one or more assistant coach(es).
- M** Maximum of 6.

- N** Maximum of 5.
- O** When the coach to team member ratio exceeds 1 to 10 in the High School program, the Board may employ one or more additional assistant coach(es).
- P** When the coach to team member ratio exceeds 1 to 15 in the Jr. High School program, the Board may employ one or more additional assistant coach(es).
- Q** Position may be filled when after Varsity and JV squads are selected there remain at least four students in grades 9-10 who meet minimum tryout standard for participation.
- R** Mentor that is assigned to more than one mentee shall be paid their subsequent supplemental percentage for their first mentee plus an additional \$500 for each additional mentee they are assigned to.

# Your Summary of Benefits



**Shelby County Schools**  
**Lumenos Health Savings Accounts Option 6**  
**Effective 09/01/2016**

*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.*

Covered Benefits	Network	Non-Network
<b>Deductible</b> Family coverage requires the family deductible to be met before coinsurance applies. The single deductible <b>does not</b> apply to family coverage. Network and Non-Network deductibles are combined. (This only applies to non-embedded deductible designs.)	Single: \$2,000 Family: \$4,000	Single: \$2,000 Family: \$4,000
<b>Out-of-Pocket Limit</b>	Single: \$2,000 Family: \$4,000	Single: \$4,000 Family: \$8,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician(PCP)/Specialty Care Physician (SCP) · Including Office Surgeries, allergy serum, allergy injections and allergy testing	0% /0%	30%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams, Routine Mammograms, Diabetic Self Management Training, and Certain Medical Nutritional Therapy (Network only). · Physician Home and Office Visits (PCP/SCP) · Other Outpatient Services @ Hospital/Alternative Care Facility	No Cost Share	30%  30%
<b>Emergency and Urgent Care</b> · <b>Emergency Room Services @Hospital (facility/other covered services)</b> <i>(copayment waived if admitted)</i> · <b>Urgent Care Center Services</b>	0%  0%	0%  0%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: · Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
<b>Inpatient Facility Services</b> Unlimited days except for: · 60 days Network/Non-Network combined for physical medicine / rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) · 100 days Network/Non-Network combined for skilled nursing facility	0%	30%
<b>Outpatient Surgery Hospital / Alternative Care Facility</b> · Surgery and administration of general anesthesia	0%	30%
<b>Other Outpatient Services (including but not limited to):</b> · Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. · Home Care Services (Network/Non-network combined) 100 visits (excludes IV Therapy) · Durable Medical Equipment, Orthotics, and Prosthetics · Physical Medicine Therapy Day Rehabilitation programs · Hospice Care · Ambulance Services	0%         0% 0%	30%         0% 0%

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# Your Summary of Benefits



**Shelby County Schools**  
**Lumenos Health Savings Accounts Option 6**  
**Effective 09/01/2016**

Covered Benefits	Network	Non-Network
<b>Outpatient Therapy Services</b> <b>(Combined Network &amp; Non-Network limits apply)</b> <ul style="list-style-type: none"> <li>· Physician Home and Office Visits (PCP/SCP)</li> <li>· Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>· Physical therapy: 20 visits</li> <li>· Occupational therapy: 20 visits</li> <li>· Manipulation therapy: 12 visits</li> <li>· Speech therapy: 20 visits</li> </ul>	0% /0% 0%	30% 30%
<b>Behavioral Health Services:</b> <b>Mental Health and Substance Abuse (1)</b> <ul style="list-style-type: none"> <li>· Inpatient Facility Services</li> <li>· Physician Home and Office Visits (PCP/SCP)</li> <li>· Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	0% 0% /0% 0%	30% 30% 30%
<b>Human Organ and Tissue Transplants</b> <ul style="list-style-type: none"> <li>· Acquisition and transplant procedures, harvest and storage.</li> </ul>	0%	30%
<b>Prescription Drugs:</b> <ul style="list-style-type: none"> <li>· <b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li>· <b>Anthem Mail Service:</b> (90-day Supply) Includes diabetic test strip</li> </ul>	0% 0%	30%(2) Not Covered

**Notes:**

- All deductibles and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
  - Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance including prescription drugs.
  - Network and Non-network deductibles are combined. Network and Non-network coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
  - Dependent age: to the end of the month in which the child attains age 26.
  - 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.
  - 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.
  - SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
  - Benefit period = Calendar Year
  - Behavioral Health: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
  - Wigs covered 1 per year
  - Private duty nursing limited to 82 visits calendar year and 164 visits lifetime.
  - Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
  - (1) We encourage you to refer to the Schedule of Benefits for limitations.
  - (2) Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- Precertification:**
- Members are encouraged to always obtain prior approval when using Non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

# Your Summary of Benefits



Shelby County Schools - Option 4  
 Blue Access® (PPO)  
 Effective 9/1/2016

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$500/\$1,000	\$1,000/\$2,000
<b>Out-of-Pocket Limit (Single/Family)</b>	\$2,000/\$4,000	\$4,000/\$8,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>• allergy injections (PCP and SCP)</li> <li>• allergy testing</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, and non-maternity related Ultrasounds</li> </ul>	\$25/\$25    \$5 20% 20%	40%    40% 40% 40%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations <sup>1</sup> , Annual diabetic eye exam, Vision and Hearing screenings <ul style="list-style-type: none"> <li>• Physician Home and Office Visits (PCP/SCP)</li> <li>• Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	\$25/\$25 20%	40% 40%
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>• facility/other covered services (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b>	\$150  \$50	\$150  \$50
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	20%	40%
<b>Inpatient Facility Services (Network/Non-Network combined)</b> Unlimited days except for: <ul style="list-style-type: none"> <li>• 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>• 90 days for skilled nursing facility</li> </ul>	20%	40%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>• Surgery and administration of general anesthesia</li> </ul>	20%	40%
Blue 3.0		

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Other Outpatient Services</b> (Combined Network & Non-Network limits) including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services 90 visits (excludes IV Therapy)</li> <li>Durable Medical Equipment and Orthotics</li> <li>Prosthetic Devices</li> <li>Prosthetic Limbs</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	20%        20% 20%	40%        20% 20%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical Therapy: 30 visits</li> <li>Occupational Therapy: 30 visits</li> <li>Manipulation Therapy: 12 visits</li> <li>Speech therapy: 20 visits</li> </ul>	\$25/\$25 20%	40% 40%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Inpatient Professional Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	20% 20% \$25/\$25 20%	40%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No copayment/coinsurance	50%
<b>Prescription Drugs</b> Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li><b>Anthem Rx Direct Mail Service:</b> (90-day supply) Includes diabetic test strip</li> </ul>	\$10/\$40/\$80  \$20/\$80/\$170	50%, min \$80 <sup>5</sup>  Not covered

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Medicare Rx - Wrap</b> <b>Specialty Medications</b> must be obtained via our Specialty Pharmacy network in order to receive network level benefits.		
<b>Lifetime Maximum</b>	Unlimited	Unlimited

## Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 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.
- 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.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies including diabetic test strips.
- Benefit period = calendar year
- Mammograms Routine and Diagnostic, Diabetic Education and Medical Nutritional Therapy are subject to the PCP/OV cost share in Network office and outpatient facility settings.
- Private duty nursing-limited to 82 visits/Calendar Year and 164 visits/Lifetime.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.

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 review the Schedule of Benefits for limitations.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

**4 If applicable, all prescription drug expenses except tier 1, (Network Retail/Mail-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.**

5 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

## Precertification:

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

**ADDENDUM D1**

**Shelby County Schools  
Anthem Dental Traditional (group size 51+)  
Summary of Benefits, Effective 09/01/2013**

<b>Annual Deductible</b> (Single/Family)	\$25/\$50 Single/family
<b>Annual Maximum</b>	\$1,500
<b>Diagnostic and Preventive Services</b> ( <i>no deductible</i> )	Covered in full
<ul style="list-style-type: none"> <li>• oral evaluations</li> <li>• X-rays (bitewing)</li> <li>• cleanings</li> <li>• space maintainers</li> <li>• palliative treatment</li> <li>• other selected diagnostic and preventive services</li> </ul>	
	20%
<ul style="list-style-type: none"> <li>• X-ray (full mouth) deductible does not apply</li> <li>• general anesthesia (surgical procedures)</li> <li>• I.V. sedation (surgical procedures)</li> <li>• amalgam and composite restorations</li> <li>• pin retention procedures</li> <li>• root canal therapy</li> <li>• apexification</li> <li>• therapeutic pulpotomy</li> <li>• other selected endodontic services</li> <li>• simple and surgical tooth extractions</li> <li>• other selected oral surgery services</li> <li>• gingivectomy</li> <li>• osseous surgery</li> <li>• other selected periodontal services</li> </ul>	
	40%
<ul style="list-style-type: none"> <li>• crowns/inlays/onlays</li> <li>• partial and full dentures</li> <li>• other selected prosthodontic services</li> </ul>	
	40%
<b>Orthodontic Services</b> ( <i>no deductible</i> ) <b>Dependent child to age 25</b> <ul style="list-style-type: none"> <li>• non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth</li> <li>• examination</li> <li>• records</li> <li>• tooth guidance</li> <li>• repositioning (straightening) of the teeth</li> <li>• post orthodontic retention</li> </ul>	
<b>Separate Orthodontic Lifetime Maximum</b>	\$1,000

**ADDENDUM E1**

**FORT LORAMIE LOCAL SCHOOLS  
GRIEVANCE REPORT LEVEL I (Grievant Form)**

1. Name of Grievant \_\_\_\_\_

2. Date of incident giving rise to grievance \_\_\_\_\_

3. Was problem discussed with appropriate supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_

Who? \_\_\_\_\_ Date \_\_\_\_\_

4. Concise statement of complaint: Facts upon which complaint is based and the specific provisions alleged to be violated.

5. Remedy Sought:

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

Copy: Principal  
Association

**ADDENDUM E2**

**FORT LORAMIE LOCAL SCHOOLS  
GRIEVANCE REPORT FORM LEVEL I (Supervisor Form)**

(To be used by the immediate Supervisor at Level I of Grievance Procedure)

1. Date received \_\_\_\_\_
2. Hearing Held? Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_
3. Disposition of Principal:

\_\_\_\_\_

Date

Signature

Appeal to the Superintendent \_\_\_\_\_  
Date

Copy: Grievant  
Association

**ADDENDUM E3**

**FORT LORAMIE LOCAL SCHOOLS  
GRIEVANCE REPORT FORM LEVEL II**

Name \_\_\_\_\_ Date \_\_\_\_\_

The disposition of this grievance at Level I has not been satisfactory. It is necessary to appeal this grievance to Level II for the following reasons:

Date received \_\_\_\_\_

DISPOSITION BY SUPERINTENDENT:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

APPEALED TO THE AMERICAN ARBITRATION ASSOCIATION \_\_\_\_\_  
Date

Copy: Grievant  
Association  
Principal

**ADDENDUM E4**

**FORT LORAMIE LOCAL SCHOOLS  
GRIEVANCE REPORT FORM LEVEL III**

Name \_\_\_\_\_ Date \_\_\_\_\_

The disposition of this grievance at Level II has not been satisfactory. It is necessary to appeal this grievance to Level III for the following reasons:

Date received \_\_\_\_\_

DISPOSITION OF AMERICAN ARBITRATION ASSOCIATION:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Copy: Grievant  
Association  
Principal  
Superintendent



## ADDENDUM G

Copies to:     \_\_\_ Teacher  
                   \_\_\_ Principal  
 Original to:   \_\_\_ Supt./Personnel File

Date Completed: \_\_\_\_\_

### TEACHER'S GOALS FOR THE YEAR

*Will you, or will you possibly, be qualifying for a continuing contract by March 1 of this school year?*  
 \_\_\_ Yes     \_\_\_ No

*Will you, or will you possibly, be completing course work that will allow you to move columns on the salary schedule?*   \_\_\_ Yes     \_\_\_ No

*If yes, \_\_\_ By second semester this year?*  
           \_\_\_ By the start of next school year?

*Directions: In at least two (2) selected performance areas, state your goal and list the techniques you plan to use to achieve and measure the success of these goals.*

PERFORMANCE AREA	GOAL	TECHNIQUES USED TO ACHIEVE GOAL	HOW GOAL'S SUCCESS IS TO BE MEASURED
TEACHING			
CLASSROOM			
KNOWLEDGE			
PERSONAL			
PROFESSIONAL			
OTHER			

Date \_\_\_\_\_ Teacher: \_\_\_\_\_

Date \_\_\_\_\_ Principal: \_\_\_\_\_

**ADDENDUM H**

**FORT LORAMIE LOCAL SCHOOLS  
COLLEGE TUITION REIMBURSEMENT FORM**

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Date of Application

Available moneys shall be provided to pay qualified teachers on a first-come, first-served basis based on date of initial application.

**I. Pre-Approval**

Course Term/Dates	College/University	Course Number	Course Name	Qt. Hours	Sem. Hours	Fee Per/Hr
----------------------	--------------------	------------------	-------------	--------------	---------------	---------------

\_\_\_\_\_  
TOTAL

**Potential Reimbursement – (50% TOTAL)**

Approved

Disapproved

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

Approved

Disapproved

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

Form Route: Teacher _____ Principal _____ Superintendent _____ Teacher _____ Principal _____ Superintendent cc: Principal cc: Teacher
--

**II. REIMBURSEMENT**

Upon completion of the course, return this form to the Superintendent along with the following attachments:

Transcripts of passing grades

\_\_\_\_\_

Amount of Payment Due

Itemized record of payment

Proof of payment.

\_\_\_\_\_  
Superintendent's Approval for Payment

## ADDENDUM I

### TEACHER EVALUATION POLICY

#### **Teacher Evaluation Policy – 3220 (Replacement)**

Legal References: ORC 3319.111; 3319.112; 3319.58

Legislative Reference: Am. Sub. HB 153 (September 29, 2011); Sub. SB 316 (September 24, 2012)

The Board of Education (Board) of Fort Loramie Local School District (District) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of the current collective bargaining agreement.

#### **Definition of “Teacher”**

This policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or
4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

Principals and assistant principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with ORC 3319.02.

This policy does not apply to the superintendent, assistant superintendent(s), business manager, treasurer or “other administrator” as defined by ORC 3319.02. This policy also does not apply to substitute teachers.

#### **Assigning an Effectiveness Rating**

Each evaluation will result in an effectiveness rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective” in accordance with the Ohio Department of Education framework. An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be

attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix is attached hereto as **Exhibit A** and incorporated herein.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

### **Calculating Teacher Performance**

Teacher Performance is evaluated during formal observations and classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

The Fort Loramie Local School system will use the Ohio Department of Education (ODE) Model Policy (OTES) to calculate the Teacher Performance fifty percent (50%).

### **Calculating Student Growth Measures**

For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures.

1. Teacher-level Value-Added: “Value-Added” refers to the value-added methodology provided by ODE. Where value-added data for content areas is, value-added data may be one of the multiple measures used in calculating student growth.
2. ODE Approved List of Assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the ODE approved list as he/she deems necessary and appropriate.
3. Locally-determined Measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

**Teacher-level Value-Added will incorporate the following:**

**A1** – Teacher instructs Value Added subjects exclusively.

\*Teacher level Value-Added: 50%

**A2** – Teacher instructs Value-Added courses, but not exclusively.

\*Teacher Level Value-Added: 30%

\*Student Learning Objective: 10%

\*Building Level Value-Added: 10%

**B** – Approved vendor assessment teacher-level data available.

\*Vendor Assessment: 20%

\*Student Learning Objective: 20%

\*Building Level Value-Added: 10%

**C** – No teacher-level Value-Added or approved vendor assessment data available.

\*Student Learning Objective: 40%

\*Building Level Value-Added: 10%

The calculation for student academic growth shall follow state law.

Data from these multiple measures will be scored on five levels in accordance with ODE’s framework of Student Growth.

**Evaluation Timeline**

The District shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: 1) Formal observations; and 2) Classroom walkthroughs by the evaluator. All walk thru observations shall be provided to staff within five (5) days of the actual walk thru. All teacher evaluations shall be completed by the first day of May and each teacher

subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least two formal observations and one walk thru observations **Exhibit B** must be conducted by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate annually all teachers regardless of effectiveness rating in the same manner as described in the previous paragraph.

Any teacher with a Final Summative Rating of “Skilled” or “Accomplished” will receive one walk thru/observation per year for a two year period. Following this period, a teacher will return to full evaluation schedule.

Any teacher with a Final Summative Rating of “Developing” or “Ineffective” will be on the full evaluation schedule.

### **Credentialed Evaluators**

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

### **Professional Growth and Improvement Plans**

Each year, all teachers must develop professional growth or improvement plans based on the Evaluation Matrix.

Teachers with a Final Summative Rating of “Accomplished” or “Skilled” must develop a professional growth plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The professional growth plan shall be completed by the end of September using the Professional Growth Plan **Exhibit C**.

Teachers with a Final Summative Rating of “Developing” must develop a professional growth plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The professional growth plan shall be completed by the end of September using the Professional Growth Plan **Exhibit C**.

Teachers with a Final Summative Rating of “Ineffective” must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan shall be completed by the end of September using **Exhibit D**.

### **Testing for Teachers in Content Subject Areas**

Teachers who teach in a “content subject area” are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received a Final Summative Rating of “Ineffective” on evaluations for two of the three most recent school years.

### **Retention and Promotion Decisions**

The Board adopts the following procedures to be used by district administrators in making retention and promotion decisions:

The administration of the Fort Loramie School District will use the Fort Loramie Local Schools Teacher Evaluation Policy as the primary factor to inform personnel decisions in relation to retention, promotion and /or removal of employees.

The ratings shall be **Ineffective**, **Developing**, **Skilled**, and **Accomplished**. Each rating shall be considered independent of the other.

For the purposes of retention, a teacher with the higher overall rating (combined Teacher Performance and Student Growth) on their evaluation will be retained over a teacher with a lower overall rating (Skilled v. Developing).

Should two teachers have the same overall ratings (Skilled v. Skilled) the next determining factor for retention would be the contract status (i.e. continuing v. limited).

Should two teachers have the same contract status, then seniority within the Fort Loramie School system shall be the determining factor.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

### **Removal of Poorly-Performing Teachers**

The Board adopts the following procedures to be used by district administrators in removing poorly-performing teachers:

In the Fort Loramie Local School system a poorly performing teacher is defined as teachers whose final summative rating is:

- a. Teachers rated ineffective for two out of any three consecutive years who then fails to pass the ODE prescribed examination of knowledge and complete the required professional development prescribed to address deficiencies identified in past evaluations.
1. Teacher receiving an overall rating of **Ineffective** on their evaluations for two of the three most recent school years and fails to pass an examination of content knowledge selected by ODE will be notified that they are to be considered for termination under Sec. 3319.16 of the Ohio Revised Code. Prior to being terminated, a teacher will be given one

subsequent contract year to pass the examination of content knowledge and complete the professional development prescribed in the Improvement Plan.

2. A teacher who is in the subsequent contract year fails to pass the examination of content knowledge and fails to complete the prescribed professional development shall be terminated under Sec. 3319.16 of the Revised Code at the conclusion of that year.

### **Professional Development**

The Board's plan for the allocation of financial resources to support professional development is as follows:

The Fort Loramie local Board of Education will provide Professional Development resources that receive initial prior approval from the building Principals, then additional approval from the Superintendent. Approved Professional Development shall be for the purpose of improving classroom instruction and overall student achievement.

Policy Adoption Date: **7/18/2016**