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CONTRACT

between the

**FAIRVIEW PARK
BOARD OF EDUCATION**

and the

**FAIRVIEW PARK
EDUCATION ASSOCIATION**

July 1, 2016 through June 30, 2019

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CONTRACT
BETWEEN THE
FAIRVIEW PARK BOARD OF EDUCATION
AND THE
FAIRVIEW PARK EDUCATION ASSOCIATION

ARTICLE 1 – EFFECTIVE DATE AND DURATION

PREAMBLE

- 1.1 This contract made and entered into by and between the Board of Education of the Fairview Park City School District (hereinafter “Board”) and the Fairview Park Education Association (hereinafter “FPEA”) shall be effective July 1, 2016. It shall remain in effect through June 30, 2019.

ARTICLE 2 - RECOGNITION

- 2.1 The Board recognizes the Fairview Park Education Association, an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining agreement.
- 2.2 The Board shall continue to recognize the FPEA, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), as the exclusive representative of a bargaining unit composed of all full-time and part-time certificated/licensed personnel regularly employed by the Board. The terms “teacher” and “member of the bargaining unit (MBU)” shall be used interchangeably throughout. Wherever the term “Superintendent” appears in this contract it shall be construed to mean the Superintendent or the Superintendent’s designee, who will be an administrator of the Board, and who will not be a member of the bargaining unit.
- 2.3 Specifically excluded from the bargaining unit are the following positions: Superintendent, Assistant Superintendent(s), Directors, Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code and any other administrators employed pursuant to Section 3319.02 of the Ohio Revised Code, tutors, preschool/day care staff members employed in programs not mandated by federal and state regulations, and substitutes working less than sixty (60) days in the same assignment.
- 2.4 An MBU hired as a substitute shall become a member of the bargaining unit after sixty (60) consecutive days of employment in the same assignment. An approved leave does not interrupt consecutive days of employment.

- A. Neither the provisions of Articles 9, Evaluations, and Article 22, Reduction in Force, nor the provisions of ORC 3319.111 and ORC 3319.11 shall apply to long term substitutes.
- B. A long term substitute MBU's employment shall expire at the end of the long term substitute assignment without action by the Board or further notice to the long term substitute.

ARTICLE 3 – NEGOTIATING PROCEDURE

- 3.1 Either party may open negotiations by serving a written notice upon the other party during the calendar year that the contract duration ends. The parties shall hold the initial negotiating session within fifteen (15) calendar days of receipt of a written notice unless extended by mutual agreement.
- 3.2 The FPEA's negotiating team shall not exceed four (4) persons. The Board's negotiating team shall not exceed four (4) persons. In addition, each team may have one (1) consultant and one (1) observer present at any negotiating session. Either side shall be authorized to utilize consultants of their choice to discuss specialized topics.
- 3.3
 - A. At the first negotiating session, the FPEA and the Board shall submit in writing all proposals for negotiations. Thereafter, neither party shall be permitted to submit additional items unless agreed to by both parties.
 - B. Each proposal submitted by either party shall specify in detail that to which agreement is sought. Topical listings of items shall not be acceptable unless mutually agreed.
- 3.4.
 - A. While no formal agreement shall be executed without ratification by the FPEA and the Board, the parties mutually pledge that their representatives will negotiate in good faith and will be clothed with the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
 - B. All issues which are tentatively agreed to by both parties shall be reduced to writing and initialed by the designated representative of each party. Such initialing shall not be construed as final agreement until all items have been initialed and ratified by both parties.
 - C. When tentative agreement has been reached on all matters under negotiation, the agreement shall be submitted to the members of the FPEA for ratification. If ratified, the agreement shall be submitted to the Board for ratification. If ratified, the agreement shall be signed by the presidents of the respective parties and both bargaining teams. A copy of the new contract shall be forwarded to the State

Employment Relations Board (SERB) by the Board. The Agreement will be placed on the District's website for access by all MBUs.

- D. Individual contracts will be consistent with the terms and conditions set forth in this contract.

- 3.5 A. If agreement is not reached within forty-five (45) calendar days after the initial negotiating session held under this Article, or forty-five (45) calendar days before the expiration of this contract, whichever comes sooner, either party may declare a bargaining impasse. Thereupon, the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Services (FMCS).

- B. This negotiating procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistent or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure.

The parties mutually agree to waive any statutory dispute settlement procedure and further agree that mediation shall operate in lieu of any and all of the dispute resolution procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike, provided that these procedures have been followed.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 Definition

- A. A "grievance" is any allegation by a member of the bargaining unit that a term or terms of this contract has been violated, misinterpreted, or misapplied.
- B. "Grievant" shall mean a member of the bargaining unit, the Association or, in an appropriate case, a group of members of the bargaining unit.
- C. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
- D. "Day" shall mean days during which school is in session.

4.2 Procedure

Step I

When a grievance arises, the persons affected should informally first discuss the problem with the person directly involved, generally the principal or supervisor. If the problem is

not settled satisfactorily, the employee may discuss it with the next immediate supervisor or the Superintendent of Schools. The objective of all parties is to resolve the matter quickly in an informal manner at the lowest possible level. The grievant may be accompanied by a representative of the FPEA.

Step II

In the event that an MBU still believes there is a basis for a grievance, the grievant shall complete Steps I and II of the Grievance Report Form (Appendix G) and shall submit it within twenty (20) days of the alleged grievance to the immediate supervisor in duplicate. The grievant must state the article and section of the contract that has been violated, misinterpreted or misapplied and indicate in specific terms how the alleged grievance has occurred. Within ten (10) days of the receipt of a Grievance Report Form (Appendix G), the immediate supervisor shall meet with the grievant and his/her representative. The immediate supervisor shall write his/her disposition of the grievance on the grievance form and shall forward it to the grievant and the FPEA president and the Superintendent within three (3) days of the Step II meeting.

Step III

- A. If the grievant is not satisfied with the Step II disposition of the grievance, or if no disposition has been made within the required time limits, the grievant shall within five (5) days complete Step III of the Grievance Report Form (Appendix G) and shall submit said form to the Superintendent or his/her designee.
- B. Within five (5) days of the receipt of Step III of the Grievance Report Form (Appendix G), the Superintendent and/or his/her designee shall meet with the grievant and his/her FPEA representative or designee in an effort to resolve the grievance.
- C. Within five (5) days of the meeting, the Superintendent shall indicate, in writing, his/her disposition by completing Step III of the Grievance Report Form (Appendix G), and forwarding it to the grievant and the FPEA representative.

Step IV

- A. If the grievant, with the concurrence of the FPEA, is not satisfied with the disposition made by the Superintendent, or if no such disposition has been made within the time limits as stated within this contract, whichever comes first, the grievance may within ten (10) days be submitted to arbitration before an impartial arbitrator.
- B. To submit the grievance to arbitration, the grievant shall complete Step IV of the Grievance Report Form (Appendix G) and shall file said form with the Superintendent.

- C. The parties shall request a list of nine (9) arbitrators from AAA. Selection of the arbitrator shall be by alternate strike, with the starting party being chosen by coin flip. Either party may request a second list of arbitrators.
- D. The arbitrator shall have no power to alter, add to or subtract from the terms of the contract.
- E. The fees and expenses of the arbitrator shall be shared equally by the Board and the FPEA. In the event a grievance is appealed to arbitration and settled prior to commencement of the arbitration hearing, the parties shall determine in what manner the arbitrator's cancellation fee (if any) shall be borne.
- F. The decision of the arbitrator shall be final and binding.

4.3 Miscellaneous

- A. If multiple grievances arise, all shall be designated by school year and grievance number [e.g. 15.16-01].
- B. Any grievance which arises during the life of this contract may be processed until resolution.
- C. Nothing contained in this procedure shall be construed as limiting the individual right of an MBU having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- D. The FPEA retains the exclusive right to determine whether a grievance is filed and/or appealed at any level of the grievance procedure.
- E. Grievances shall be filed with the lowest level person having authority to resolve the grievance.
- F. The fact that a grievance has been filed shall not be recorded in the MBU's personnel file, nor used in the transfer, assignment or promotion process. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- G. If a grievance arises from a claimed violation, misinterpretation, or misapplication of a provision or provisions of this contract and affects a group or class of MBUs, the written grievance may be filed as a class action and may be filed at Step II of the Grievance Procedure.
- H. The grievance proceedings shall be kept as confidential as possible.

4.4 Time Limits

- A. The number of days indicated at each step in the procedure shall be the maximum but may be extended by mutual agreement or extenuating circumstances involving either party.
- B. If the initial grievance is not filed per Step II or if a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed abandoned and further appeal shall be barred.
- C. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- D. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- E. Hearings held under this procedure in Step IV shall be conducted during school hours. All material witnesses and an FPEA President or his/her designee shall be excused to attend the hearing.

ARTICLE 5 – CONDITIONAL EMPLOYEE RECORDS CHECK

- 5.1 Employment of new MBUs shall be in accordance with O.R.C. 3319.39.

ARTICLE 6 – PAYDAYS AND PAYROLL DEDUCTIONS

- 6.1 Pay by direct deposit shall occur on the first (1st) and fifteenth (15th) day of each month for a total of twenty-four (24) annual pays. If the pay date falls on a weekend or banking holiday, pays shall be deposited on the last banking day before the weekend or holiday; with the exception of the 1st pay in January which will occur on the 1st business day of the month.
- 6.2 Payroll deductions shall be made equally from each pay for the following:
 - 1. Federal, state, and city income taxes and usual deductions;
 - 2. State Teachers Retirement System;
 - 3. Tax-sheltered annuities.

The following payroll deduction options are available to all members of the bargaining unit and shall be made beginning on the second pay of the month or months indicated:

1. Dues to the United Teaching Profession – Beginning in October and then monthly
2. Voluntary elections for Life Insurance for employees – Bi-Monthly
3. Income protection insurance – following date of enrollment Bi-Monthly
4. Contributions to an employee credit union – Monthly or Bi-Monthly
5. United Way of Greater Cleveland (\$2 monthly minimum)
6. U.S. Savings Bonds – Bi-Monthly
7. Cancer insurance – Bi-Monthly
8. Fund for Children and Public Education Contributions (\$2 monthly minimum) – Beginning in October and then Monthly
9. Fairview Park Education Foundation

- 6.3 A. Automatic payroll deposit to the maximum number of financial institutions allowable by the current program shall be mandatory for all FPEA members. A copy of the automatic payroll deposit authorization form must be completed and returned to the office of the Treasurer at the time of employment or on or before September 10th.

FPEA members will receive an electronic/paperless statement via e-mail each payday showing gross pay, taxes, deductions, sick leave, personal leave, and net pay.

6.4 Supplemental Pay

- A. Year-long student-based activity supplementals, exclusive of Grade Level Liaisons grades K-8 (GLL), Building Level Liaisons grades 9-12 (BLL), and Building Leadership Team (BLT) shall be paid one-half (½) in first pay in January and one-half (½) in the second pay in June.
- B. A Building Leadership Team (BLT) will be added to the MBU's regular pay and will be paid in twenty-four (24) equal installments, except for adjustments in salary.
- C. Athletic Supplementals will be paid as follows:
 1. Fall sports: Second pay in November

2. Winter sports: Second pay in March
 3. Spring sports: Second pay in June
- 6.5 The Superintendent may advance a member's regular and/or supplemental pay for unusual circumstances. Acceptance of such pay is not to be construed as a forfeiture of the member's contract benefits or other benefits guaranteed by this contract. A Superintendent's decision not to make an advance shall not be subject to any appeal.
- 6.6
- A. The total annual salary of each member of the bargaining unit shall be payable by the Board in two parts: (1) cash salary, and (2) deferred salary. An employee's deferred salary shall be equal to that percentage of the employee's total annual salary which is required from time to time by the State Teachers Retirement System ("STRS"), pursuant to Chapter 3307 of the Ohio Revised Code, to be paid as an employee contribution by the employee and shall be paid by the Board to STRS on behalf of the employee as a "pickup" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to the employee's total annual salary less the amount of the "pickup" and shall be payable, subject to applicable payroll deductions, to the employee.
 - B. The Board's total combined expenditures for total annual salaries of all members of the bargaining unit (including "pickup" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision of this contract not been in effect.
 - C. The Board shall compute and remit its employer contributions to STRS based upon an employee's total annual salary including the "pickup". The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary including the amount of the "pickup". The Board shall compute income tax withholdings based upon gross income as reported to the respective taxing authorities.
 - D. The "pickup" shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for all other salary-related purposes.
 - E. In the event an employee fails to complete his/her contract year, he/she shall be paid out all deferred salary in the next regular pay.

ARTICLE 7 – ASSOCIATION RIGHTS

7.1 Association Leave

- A. Elected members of the FPEA shall be entitled to attend professional association meetings necessary for the conduct of FPEA, OEA, or NEA business held at the local, state or national level. Expenses of authorized delegates shall be paid by the FPEA unless otherwise stipulated by this contract, and the cost of substitutes shall be paid by the FPEA. Meetings held under Article 3 shall be excluded from this provision. A maximum of six (6) such leave days will be granted. The President of the FPEA must send written notification to the Superintendent at least three (3) calendar days in advance of the Association leave. Said notification shall include the professional nature of the leave.
- B. When it is necessary for an official representative of the FPEA to engage in FPEA activities directly relating to the FPEA's duties as representative of the MBUs during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities. The FPEA and its officers recognize and agree that this privilege should not be abused.
- C. So long as the building visitor's policy is adhered to, duly authorized representatives of the Association and its affiliates may transact Association business on the Employer's property at any time before, after or during the regular work day; provided that such business shall not interfere with the assigned duties of an employee.

7.2 Board Meetings and Public Records

The FPEA will have electronic access to Board agendas and minutes via the District's website. The FPEA President or his/her designee shall be granted the privilege of addressing the Board of Education on all matters directly related to FPEA rights subject to the limitations set forth in ORC 4117. This does not limit FPEA members from expressing their personal views.

7.3 Association Activities During Lunch

FPEA activities shall be allowed during the lunch period, providing there will be no disruption of classes.

7.4 Use of Facilities and Resources

The FPEA will have the right to use: school buildings, with prior notification and approval from the Superintendent; a bulletin board in each building; the reasonable use of equipment; inter-school mail; and e-mail for District/educational issues.

7.5 Information

The FPEA will be provided with the names and addresses of all new MBUs and all retiring MBUs within twenty-one (21) calendar days of Board action.

7.6 FPEA Dues Deduction

A. Authorization

It shall be the duty of the FPEA to present the Board Treasurer with written authorization for dues from its members, and the Board Treasurer will deduct the amount in equal deductions once a month. Deductions shall continue automatically until such time that the individual gives written notice to the FPEA and Board Treasurer between August 15th and September 15th. If the deduction is not withdrawn, the FPEA shall give, in writing, to the Board Treasurer and the MBU, no later than September 30th, the amount to be deducted that school year.

B. Transmission of Dues

The Board Treasurer shall electronically remit to FPEA the amount deducted for each scheduled deduction pay within ten (10) days of the deductions.

7.7 Payroll Deduction of Fair Share Fee

A. Authorization

The Treasurer of the Board shall deduct from the pay of members of the Bargaining Unit who elect not to become or to remain members of the FPEA, a Fair Share Fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee which shall not be more than one hundred percent (100%) of the United Education Profession (UEP) affiliate fees, shall be transmitted by the FPEA to the Treasurer of the Board on or about October 15th of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the FPEA. For those employed less than a full year, the annual fee will be appropriately pro-rated.

C. Schedule of Fair Share Fee Deduction

Payroll deduction of such annual Fair Share Fee shall commence on the first (1st) pay date a dues deduction is scheduled which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first (1st) pay date, a dues deduction is scheduled, on or after the later of:

- a) Sixty (60) days employment in a Bargaining Unit position; or
- b) January 15th.

D. Transmittal of Deductions

The Treasurer of the Board further agrees to accompany each such transmittal with a list of the names of the MBUs for whom deductions were made, and the amounts deducted for each.

E. Procedure for Rebate

The FPEA 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 FPEA, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the FPEA for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the FPEA.

G. Indemnification of Employer

The FPEA, on behalf of itself and the OEA and NEA, agrees to indemnify the Board and/or its Administrators for any costs or liability incurred as a result of the implementation and enforcement of Section 7.6 or 7.7, provided that:

- 1. The Board shall give a ten day (10) written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- 2. The FPEA shall reserve the right to designate counsel to represent and defend the employer; and

3. The Board agrees to:

- a) give full and complete cooperation and assistance to the FPEA and its counsel at all levels of the proceeding;
- b) permit the FPEA or its affiliates to intervene as a party if it so desires; and/or
- c) to not oppose the FPEA or its affiliate's application to file briefs Amicus Curiae.

H. Non-Member Rights

A non-member in the bargaining unit recognized in Article 2, who pays a fair share fee to, or whose fee is in the process of collection by the local affiliate in the amount as provided in this Section, shall be entitled to all of the rights, privileges, services and assistance enjoyed by regular active members of the Association, except as limited by OEA policy.

Any non-member of the Association who elects to continue employment with the Board after a thirty (30) day period shall be deemed to have consented to receiving the services and benefits to be conferred by the Association as the exclusive bargaining agent and shall be liable (subject to a civil action for damages in the amount of any unpaid service fee and other assessments) to the Association for the annual service fee assessments, inclusive of the aforementioned thirty (30) day period.

I. Legal Compliance

The Association hereby represents to the Board, its members, officers, and administrative employees that it believes that the Association's fair share fee and rebate procedures fully comply with and satisfy legal requirements established by the State Employment Relations Board and the Ohio and Federal Courts. In the event the deduction of fair share fees is challenged by any employee, deduction of fair share fees for the challenging employee(s) shall continue but the money shall be placed in a separate interest-bearing escrow account, until such challenge is fully and finally resolved and until all time for appeals has been exhausted, with the proceeds of the escrow account to be distributed as directed by SERB or the appropriate State or Federal Court.

7.8 Personal and Academic Freedom

A. Private Life

As granted by the Constitution of the United States, the private life of an MBU is not within the appropriate concern or attention of the Board, except as it may directly prevent the MBU from properly performing his/her assigned functions during the work day.

B. Rights of Citizenship

MBUs will be entitled to full rights of citizenship, and no religious or political activities of any MBU, or lack thereof, will be grounds for any discipline or discrimination with respect to the employment of such MBU, providing that said activities are not in violation of laws and do not interfere with professional duties, occur on District time or utilize District resources.

C. Professional Environment

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill an appreciation for the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for member and student is encouraged, so long as the MBU adheres to the adopted curriculum as set forth by the Board.

In performing their teaching functions, members shall be guaranteed full freedom in accordance with all rights guaranteed by the Constitution of the United States of America.

The Board and MBUs recognize the right to purchase and maintain such materials as they deem appropriate for student and MBU use, according to established Board policies and procedures.

7.9 Bargaining Unit Rosters

The FPEA shall be provided a current bargaining unit roster, upon request, up to two (2) times annually. Such roster shall contain the following information about each MBU, listed alphabetically by the member's name: home address, home telephone number, and job assignment.

7.10 Board Policy/Rules

- A. The FPEA shall have online access to the Board's policies. The FPEA President(s) will be provided an e-mail notification regarding any changes to Board policy.
- B. In the event a new job description is necessary, the Team for Educational Action (TEA) representatives will take the proposed job description to the FPEA membership for input. This input will be shared with the Superintendent for consideration in the development of the final job description.

7.11 School Calendar

The Superintendent shall annually meet and confer and work collaboratively with the labor management group (TEA) to develop the school calendar. A copy of the proposed school calendar for each year(s) will be provided to TEA at least thirty (30) work days prior to it being presented to the Board for approval. The TEA representatives will take the proposed calendar(s) to FPEA members for discussion at the building level for input. This input will be shared with the Superintendent for consideration in the development of the calendar(s) to be presented to the Board.

7.12 Labor-Management Committee

The labor-management committee known as the Team for Educational Action (TEA) shall be composed of representatives of the administration and the Association. Items for consideration by TEA shall be presented to the building principal for discussion prior to being placed on the TEA agenda. So long as agenda items exist for discussion by TEA, these meetings shall not be cancelled by either party. Such meetings shall not be for the purpose of circumventing the negotiations procedure or grievance procedure provided in this Agreement. The committee will update its guidelines annually. The parties will be trained by FMCS in Labor Management best practices and consensus building as necessary, and either side may request the assistance of FMCS at any time at no cost to the Board or the Association. The parties shall adopt ground rules in August of each year.

7.13 Continuing Contract Eligibility

Eligibility for continuing contract will be in accordance with the requirements of the Ohio Revised Code. When an MBU expects to be eligible for continuing contract status by April of a school year, such MBU shall provide written notice of such eligibility to the Superintendent not later than September 5th of the same school year. The written notice shall indicate that the MBU has met or will meet all the legal requirements for receiving a continuing contract by April 1. Failure to provide such notice shall defer eligibility until the following April. The Board of Education shall notify all MBUs of the September 5th deadline by the first payroll check in August.

ARTICLE 8 – LEAVES

8.1 Sick Leave

Paid sick leave shall be allowed to accumulate at a rate of one and one-fourth (1¼) days per month to a maximum of three hundred ten (310) days. Sick leave may be utilized in one-quarter (¼) day increments for reasons set forth in Section 3319.141 of the Ohio Revised Code. Sick leave may be utilized for absence due to personal illness (including illness due to pregnancy), injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the MBU's immediate family. Immediate family is defined as husband, wife, child or any other member of the immediate household living within the household of the MBU and any other person for whom the MBU or MBU's spouse has primary legal responsibility. The MBU may also utilize sick leave for serious illness, serious injury or death of the MBU's father, mother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, child living outside the household, grandchild, sister or brother. The MBU may use sick leave in connection with the pregnancy of a daughter/daughter-in-law for not more than a total of five (5) days. Additional days may be granted by the Superintendent

Within one (1) school year, any MBU shall be advanced five (5) days sick leave which he or she may utilize, if necessary, in addition to that which has been accumulated, with the condition that the Board shall withhold payment or recover cost of any used but unearned days of sick leave, if and when an MBU leaves or retires from the school system.

MBUs are to report an absence as early as possible, preferably more than sixty (60) minutes prior to the start of the work day at each building. Repeated absences without such advance notification and without adequate justification may result in disciplinary action. The District shall be responsible for providing an adequate absence reporting mechanism and back-up procedure so that an employee can report notice of absence prior to the requested time.

8.1.1 Sick Leave Incentive

An MBU employed for the full school year (and not on leave for thirty (30) days during that time), who has been at or reaches the maximum allowable sick leave days accumulated (three hundred ten (310) days) during the school year, will receive bonus compensation based upon the number of sick days that would have been accumulated as of the end of the school year (including any personal day transfer) had there been no maximum.

The bonus will be:

Days 311-315 will each be compensated at \$15.

Days 316-320 will each be compensated at \$25.

Days 321 and up will each be compensated at \$40.

Compensation will include sick days accumulated through July 31st following conclusion of the school year and will be paid in the last paycheck in the month of August.

8.2 Sick Leave Donation Plan

An MBU who has exhausted all of his/her sick leave per Section 8.1 due to a catastrophic illness or injury to the member or to his/her immediate family can request sick leave donations of up to no more than sixty (60) days in a school year, to be used in thirty (30) day increments from other MBUs by contacting the FPEA President. A catastrophic illness or injury is one that is medically serious, and/or incapacitates the MBU or his/her immediate family members, and which creates financial hardship because the MBU has exhausted all eligible leave accruals. This may include pregnancy complications that are medically serious and/or incapacitate the MBU. However, sick leave donations shall not be requested by an MBU for routine maternity leave. The FPEA President or designee shall forward this request to the membership through written and/or electronic communication. The FPEA President or designee will notify the Superintendent or designee that such a request has been made. MBUs shall have the option of donating up to five (5) sick leave days in any one school year to the MBU making the request. Any unused donated days will remain with the requesting MBU. This donation will be made by completing a sick leave donation form to be forwarded to the Treasurer's office. Upon receipt of the leave donation form, the Treasurer's Office will forward a copy of the processed form to both parties of the FPEA.

8.3 Personal Leave

- A. MBUs shall be granted up to three (3) days of restricted personal leave per year, per Section B below, which may be utilized in one-quarter ($\frac{1}{4}$) day increments. MBUs will have the option of receiving a stipend for unused personal days or rolling the unused days into sick leave. Stipends shall be paid in the second pay in July in accordance with the following:

<u>Number of Unused Days</u>	<u>Stipend Amount</u>
0	\$300
2	\$200
1	\$100

MBUs shall elect their option, and the election remains effective until changed, but may not be changed after May 15 of any school year. MBUs electing to have unused days converted to sick leave will receive the days and written notification of the number of days converted to sick leave prior to October 1 of the next school year.

- B. Advance notice to the Building Administrator/Designee must be given by the MBU, or be telephoned in case of emergency. Personal leave may not be used before or after Election Day when school is not in session. No such personal leave may be used to extend a vacation or holiday or during the first ten (10) or last ten (10) days of the school year except in extenuating circumstances and at the discretion of the Superintendent.

8.4 Child-Rearing Leave

An MBU shall be granted a child-rearing leave subject to the following conditions:

- A. Eligibility shall be restricted to: (A) natural parents, (B) adoptive parents, provided the adopted child is less than six (6) years of age at the time the parent obtains permanent physical custody of the child, and (C) legal guardians. In the event both parents are MBUs, eligibility with respect to any leave shall be restricted to one parent.
- B.
 - 1. Leave shall be without pay or non-insurance fringe benefits. An MBU shall be entitled to continue to participate in insurance fringe benefits pursuant to federal COBRA law.
 - 2. In determining seniority or whether the MBU qualifies for vertical advancement on the salary schedule, the MBU shall receive one (1) year of credit if, during the school year, the MBU was in active service for at least one hundred twenty (120) work days; otherwise, the MBU shall receive no credit with respect to that school year.
- C. Leave shall not be granted unless the MBU makes written application to the Superintendent at least thirty (30) calendar days before the leave is to commence. The application must specify both the date upon which leave is to commence and the date upon which leave is to terminate, except that, in the case of an adoption or legal guardianship, written application to the Superintendent shall be made as far in advance of the leave as is reasonably practicable under the circumstances. The termination date must coincide with the start of the school year. An MBU who has not requested the maximum amount of leave and wishes to extend said leave, may do so by indicating his/her intention to the Superintendent in writing by not later than the April 1 immediately prior to when the leave is scheduled to expire. All extensions will be for a full school year; however, if there are extenuating circumstances, an MBU may return to service at a time mutually agreed upon by the Superintendent and the MBU, provided an MBU does not need to be reduced to enable the return.
- D. Leave shall in no event exceed three (3) full semesters measured from the start of the semester immediately following the birth date of the child or, in the case of adoption or legal guardianship, the date the MBU obtains permanent physical custody of the child.

- E. Upon return from leave, the MBU will assume the same position on the salary schedule held prior to commencement of the leave and will be reinstated to a position which, insofar as practicable, shall be comparable to that held prior to the leave, unless the MBU has been affected by a reduction in force pursuant to Article 22 of this contract in which event the provisions of Article 22 shall govern the MBU's status.
- F. Any MBU who fails to return from leave at the termination of such leave shall be conclusively deemed to have resigned his/her employment and shall have no rights of any kind to re-employment.
- G. After an MBU has taken the full three (3) semesters of leave, s/he must return for at least one hundred twenty (120) days of active service under STRS guidelines before being entitled to another child-rearing leave. If the MBU has used less than the allotted full three (3) semesters of leave and seeks additional child-rearing leave without having returned for the one-hundred twenty (120) days of active service, such leave, combined with all prior leave that has not been interceded with one hundred twenty (120) days of active service, may not exceed the full three (3) semesters in the aggregate.

8.5 Military Service/Active Duty Reserves

Teachers on military leaves, including reservists called to active duty, have the right to re-employment upon completion of military service granted upon terms and conditions and to the extent specified by Ohio Revised Code Section(s) 3319.14, 5923.05, or other applicable state or federal law. Each MBU on military leave may receive a salary equal to the difference between his/her expected salary and that of his/her replacement. Teaching credit shall be given the same as if the MBU on military leave was working in the system. An MBU on military leave may continue at his/her expense all fringe benefits at the group rate.

8.6 Leave of Absence Under Family Medical Leave Act

Leaves of absence for FMLA shall be administered according to federal law with a fixed one (1) year period.

8.7 Leave of Absence for Professional Improvement

An MBU who has completed five (5) years of service in the Fairview Park Schools may, with the permission of the Board and the Superintendent, take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions:

- 1. The MBU shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed.

2. The MBU will be required to return to the Fairview Park School District at the end of the leave for a period of at least two (2) years unless the MBU has completed twenty-five (25) years of teaching in the State of Ohio.

Applications for leave of absence for professional improvement must be filed in writing with the Superintendent no later than April 1 of the school year prior to the leave year. The Superintendent and Board shall respond to the request no later than May 15.

The Board is not permitted to pay a part salary in excess of the difference between the MBU's expected salary and the salary of the MBU who fills his/her position for the year. The Board also may not grant professional leaves to more than five percent (5%) of the staff at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any MBU more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such leave.

Upon recommendation of the Superintendent, the Board may grant an MBU with less than five (5) years of service in the Fairview Park Schools a leave of absence without pay for a period of up to one (1) year for the purpose of doing graduate work.

An MBU granted a leave of absence for graduate work beyond the master's degree shall be given credit for the year of study as though it were a year of teaching on the salary schedule, if he has a minimum of three (3) years of service in the Fairview Park Schools. MBUs on leave of absence for work leading to the master's degree and MBUs working beyond the master's degree with less than three (3) years of service in the Fairview Park Schools shall not be given credit on the salary schedule for such year.

An MBU on leave of absence for professional improvement who has completed five (5) years of service in the Fairview Park Schools may maintain in force all fringe benefits available through the Board with premiums paid by the Board to the same extent they would be paid if the MBU were on active duty. An MBU with less than five (5) years of service may maintain in force all fringe benefits available through the Board upon advance of monthly payment to the Treasurer. All MBUs on an approved leave of absence for Professional Improvement shall have such time applied to their accrued seniority in the District.

Upon return from leave, the MBU will be reinstated to a position which, insofar as practicable, shall be the same to that held prior to the leave, unless the MBU has been affected by a reduction in force, pursuant to Article 22 of this contract in which event the provisions of Article 22 shall govern the MBU's status.

8.8 Attendance at Professional Meetings

- A. The Superintendent/Designee shall have the authority to authorize certificated MBUs to attend professional meetings, seminars and workshops, with part or all

of their expenses paid. MBUs shall have the discretion to choose the program that best fits his/her needs. Whenever possible, requests for attendance at such meetings shall be made in writing to the Superintendent/Designee at least two (2) weeks in advance of said meeting. If a request is denied, the MBU will be provided an e-mail with reasons for the denial.

- B. If an MBU is mandated by Administration to attend a professional meeting, seminar, or workshop, reasonable and pre-approved expenses associated with attendance shall be paid by the Board. Reasonable/pre-approved expenses may include food, necessary and appropriate lodging, mileage, and parking.

8.9 Jury Leave

- A. Employees called to serve jury duty will receive full compensation provided written proof from the bailiff of court is presented to the Personnel Department. An MBU who serves as a juror shall be entitled to retain the remuneration for said service. Time served for jury duty will not be charged to sick leave or personal leave. An MBU who is released from jury duty prior to noon must contact his/her building supervisor for further direction.
- B. Any MBU who is called to jury duty during the school year will notify his/her building principal as soon as he/she receives a jury summons or other notice, and, if possible, will work with the building principal to attempt to obtain a deferral until summer break.
- C. An MBU who is directed to by the Board or its administrative agent(s) to appear in court on behalf of the Board shall receive his/her regular pay including supplementals and will not forfeit his/her personal leave.

8.10 Assault Leave

- A. An MBU who is required to be absent due to disability resulting from an assault which occurs while on duty in the course and scope of Board employment shall be eligible to receive up to twenty (20) work days of assault leave or more upon approval of the Superintendent. The MBU must deliver to the Board Treasurer a signed statement indicating the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, and the facts surrounding the assault. If the leave exceeds three (3) days or if medical attention is required, the MBU shall supply a certificate from a licensed physician stating the nature of the disability and its duration. Falsification of either the signed statement or the physician's certificate is grounds for discipline, up to and including termination of employment, as per ORC 3319.16.
- B. Upon approval of an assault leave by the Superintendent, the MBU receives full pay under his/her teaching contract (not including supplementals, if applicable)

for all days on approved assault leave, less any Worker's Compensation benefits paid, all without using sick leave.

- C. The MBU shall remain on active pay status and shall maintain all seniority in the District and for accrual of retirement benefits.
- D. The MBU shall make any necessary police reports and shall cooperate with any resultant prosecution.

ARTICLE 9 – EVALUATION

9.01 MBUs not subject to the Ohio Teacher Evaluation System shall be evaluated in accordance with the following procedures:

- A. Evaluations shall occur once a year and will be completed by May 1 with the final evaluation report delivered to the teacher no later than May 10.
- B. MBUs who submit their resignations for retirement purposes on or before November 1 will not be subject to the requirements of this Article.
- C. Evaluations shall include at least two (2) observations.
- D. Observations shall be in accordance with Section 9.09 below.
- E. Teachers on a one (1) year contract or in the final year of a limited contract whom the employer intends to recommend for non-renewal will receive at least three (3) formal observations.
- F. The final evaluation report shall be signed by the evaluator and the teacher. The member's signature should not be construed as evidence that the member agrees with the content of the evaluation report.
- G. The member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within thirty (30) days of receipt of the final evaluation report. A copy signed by both parties shall be retained by the member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal.

Teachers subject to the Ohio Teacher Evaluation System shall be evaluated in accordance with the following provisions:

9.02 Application

- A. The Evaluation procedures set forth in this agreement follow statutory obligations established under Sections 3319.111 and 3319.12 of the Ohio Revised Code and align to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code. This procedure shall only apply to teachers working under a license issued under Sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code and spend at least fifty percent (50%) of their time providing student instruction.
- B. MBUs who submit their resignations for retirement purposes on or before November 1 will not be subject to the requirements of this Article.

9.03 Evaluators

- A. An evaluator must be a full-time credentialed employee of the District. Evaluators shall hold evaluator credentials established by the Ohio Department of Education.
- B. Absent extenuating circumstances, or the need for a special area of expertise, teachers will be evaluated by an Administrator in their building.

9.04 Evaluation Committee

- A. A standing joint Evaluation Committee shall be established to develop, review, and recommend the procedures and processes for teacher evaluation.
- B. The Committee shall be comprised of four (4) Association members appointed by the FPEA President and four (4) members appointed by the Superintendent or his designee.
- C. The Committee shall make any recommended changes to the evaluation procedure to the TEA. Other than mandatory changes required by law, any decisions to change or in any way alter the provisions set forth in this Article shall be obtained by mutual agreement from the TEA and then ratified by both the Association and the Board through a Memorandum of Understanding.

9.05 Orientation

MBUs shall be provided orientation and/or information regarding the OTES Evaluation procedure during the first ten (10) teacher work days of each school year.

MBUs hired during the school year shall be provided orientation during the first thirty (30) days of employment.

9.06 Performance Assessment

- A. A teacher's performance shall be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument.
- B. Teacher performance assessments shall be based on information and evidence provided by professional growth or improvement plans, observations, walkthroughs, and conferences that are set forth in this agreement.

9.07 Student Growth Measures

- A. Student Growth measures shall only be based on teacher created SLO's, approved vendor assessments or value-added data, whichever measure is required.
- B. A student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student academic growth.

9.08 Schedule of Evaluation

- A. Teachers will be given one (1) summative evaluation each school year including at least two (2) thirty (30) minute formal observations and at least two (2) walkthroughs. The final summative evaluation will be based fifty percent (50%) on performance on state standards and fifty percent (50%) on student growth measures.
- B. Teachers on a one (1) year contract or in the final year of a limited contract whom the employer intends to recommend for non-renewal will receive at least three (3) formal observations and at least two (2) walkthroughs.
- C. Evaluations shall be completed by May 1 and the final summative evaluation will be delivered to the teacher no later than May 10.
- D. Teachers who have taught in the District for at least five (5) years who receive a rating of "Accomplished" on their most recent evaluation and who are not on a one (1) year contract shall be evaluated every three (3) years provided the teacher's student growth measure score for the most recent school year is rated "average" or above. In any year the teacher is not formally evaluated, a credentialed evaluator as defined in Section 9.03 shall conduct at least one (1) observation of the teacher and hold at least one (1) in-person conference with the teacher. The conference may be in-person at the MBU's request.

If the teacher's student growth measure score is lower than average, the teacher will be formally evaluated in accordance with the procedure set forth in this Article during the subsequent school year.

- E. Teachers who have taught in the District for at least five (5) years who receive a rating of “Skilled” on their most recent evaluation and who are not on a one (1) year contract shall be evaluated every two (2) years provided the teacher’s student growth measure score for the most recent school year is rated “average” or above. In any year the teacher is not formally evaluated, a credentialed evaluator as defined in Section 9.03 shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. The conference may be in-person at the MBU’s request.

If the teacher’s student growth measure score is lower than average, the teacher will be formally evaluated in accordance with the procedure set forth in this Article during the subsequent school year.

- F. Any teacher who submits a notice of retirement on or before December 1 of the school year shall not be evaluated for that year.
- G. Any teacher who has or will be on an approved leave for fifty percent (50%) or more of the school year shall not be evaluated for that year.

9.09 Observations

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations.
2. Formal observations shall not be scheduled the first or last week of school.

B. Observation Conference

1. A pre-observation conference shall be held within ten (10) workdays prior to each observation during which the scope of the observation shall be discussed. The conference may be in-person at the MBU’s request.
2. A post-observation conference shall be held within ten (10) workdays of the formal observation during which areas of reinforcement and refinement shall be discussed. The conference may be in-person at the MBU’s request.

9.10 Walkthroughs

- A. A minimum of two (2) walkthroughs shall be conducted. A walkthrough shall consist of at least five (5) consecutive minutes, but not more than thirty (30) minutes in duration.

- B. The teacher shall be provided a copy of the walkthrough form no later than two (2) workdays following the walkthrough.

9.11 Finalization of Evaluation

- A. No later than May 10, a copy of the formal written evaluation report shall be given to the teacher and an in-person conference shall be held between the teacher and the evaluator.
- B. The final summative evaluation form shall be electronically (PIN) signed by the evaluator. The form shall then be electronically (PIN) signed by the member to verify notification to the member that the final summative evaluation form will be placed in the member's personnel file. However, the member's electronic (PIN) signature should not be construed as evidence that the member agrees with the content of the evaluation report.
- C. The member shall have the right to make a written response to the evaluation which shall be attached to the evaluation report and placed in the member's personnel file. This right must be exercised within thirty (30) days of receipt of the summative evaluation. A copy signed by both parties shall be retained by the member. The evaluator's signature shall be construed as evidence of the evaluator's knowledge of such rebuttal.
- D. The only teacher evaluation information provided to ODE through eTPES shall be in accordance with Ohio Revised Code 3319.111(G).
- E. The OTES Evaluation Forms will be the only forms used in the formal evaluation process.

9.12 Professional Growth and Improvement Plans

A. Professional Growth Plans

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

B. Improvement Plans

- 1. If a teacher is rated developing, an Improvement Plan noting a desired level of performance, and including a specific plan of action and providing assistance with professional development shall be collaboratively

developed between the teacher and the evaluator. Due dates for desired level of performance shall be noted on the Improvement Plan.

2. If a teacher is rated ineffective, an Improvement Plan noting a desired level of performance, and including a specific plan of action and providing assistance with professional development shall be in writing and provided to the teacher. Due dates for desired level of performance shall be noted on the Improvement Plan.
3. The professional improvement plan noting a specific plan of action and providing assistance with professional development shall be given in writing and provided to the teacher. Due dates for desired level of performance shall be noted on the Improvement Plan.
4. Additional classroom visits may be held, as necessary, to assess the teacher's progress as contained in the Improvement Plan. Absent any extenuating circumstances, an Improvement Plan conference will be held within ten (10) workdays after this observation to discuss improvements and any continuing deficiencies.

9.13 Poorly Performing Teachers

- A. A Poorly Performing Teacher shall be defined as a teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two (2) out of the last three (3) years and who takes the written examinations required pursuant to Section 3319.58 of the Ohio Revised Code and who completes an improvement plan during the subsequent school year.
- B. Teachers who received an "ineffective" rating on their final summative evaluation for two (2) of the three (3) most recent school years must take written examinations of content knowledge selected by the Ohio Department of Education. The District is responsible for the cost of such examinations.

9.14 Personnel Action

Student Growth Measures shall not be solely used in any decision concerning the retention, promotion, removal, reduction or recall of any MBU.

9.15 Guidance Counselor Evaluations

- A. The parties recognize that Ohio's 2015-2016 Budget Bill requires the State Board to adopt a standards-based framework for evaluating school counselors by May 31, 2016. In accordance with the Bill, each school district board of education must adopt a school counselor evaluation policy in accordance with the framework and state law by September 30, 2016 and Districts must begin

evaluating school counselors using the new standards and evaluation during the 2016-2017 school year.

- B. To the extent allowable by law, the parties will bargain an evaluation procedure for school counselors as definitive information from the Ohio Department of Education regarding the Guidance Counselor Framework becomes available. The requirements will be implemented through the Evaluation Committee as set forth in Section 9.04.

9.16 Right to Evaluate

- A. Administration reserves the right to place an MBU on the evaluation cycle at any time. This provision will not be used in an arbitrary or capricious manner.
- B. MBUs placed on the evaluation cycle during deferred years of evaluation will be provided written notification, including the reason(s) the teacher is being evaluated.

ARTICLE 10 - TEACHING DAY AND HOURS

- 10.1 A regular full-time MBU workday shall not exceed seven (7) hours and forty (40) minutes. The MBU's day shall begin no earlier than 7:30 a.m. and end no later than 4:00 p.m.

A regular MBU workday shall include:

- A. In the kindergarten, not to exceed an average of five and one-half (5½) hours per day of assigned classes, one-half (½) hour for other pupil supervision duties, and forty (40) minutes duty-free lunch.

In the kindergarten, half-time shall not exceed two and three-quarters (2¾) hours per day of assigned classes and one-half (½) hour for other pupil supervision duties. Half-time kindergarten MBUs shall be reimbursed at the rate of fifty-five percent (55%) of full-time MBUs. Kindergarten MBUs will have an amount of planning time during the students' school day equal to the amount of planning time during the students' school day for all MBUs in grades one (1) through five (5) so long as this can be accomplished utilizing the current District staff.

If buses are not running on time (K-5) by September 15 of each calendar year, representatives of FPEA and the administration agree to meet to develop a stipend to compensate MBUs who are required to remain for bus duty.

- B. In grades one (1) through five (5), an average of five (5) hours per day for assigned classes or duties (special teachers with less than five (5) hours of student contact time may be assigned to cafeteria supervision to meet the five (5)-hour

contact time); an hour for study hall, homeroom, casual substitution, corridor, lavatory, arrival, dismissal, bus, and other assigned duties excluding cafeteria or noon playground supervision; and forty (40) minutes duty-free lunch.

- C. In grades six (6) through twelve (12), an average of five (5) hours per day for assigned classes or duties; one (1) hour for study hall, homeroom, casual substitution, corridor, lavatory, arrival, dismissal, bus, and other assigned duties; and thirty (30) minutes duty-free lunch.
- D. The remainder of the MBU workday, not specified in Section A, B, and C above, shall be for planning, clerical duties, pupil evaluation, pupil and/or parent conferences, and working with individual pupils.
- E. MBUs required to travel between two physically separated buildings during the school day shall be granted up to fifteen (15) minutes credit per trip toward their required hours of assigned duties. This fifteen (15)-minute time period is exclusive of classroom preparation time at each respective building.

10.2 In addition to the hours specified in Section 10.1 above, each MBU shall be available outside the regular workday as follows:

- A. Up to ten (10) hours per year for meetings, including:
 - 1. Ten (10) hours for building meetings and/or department or grade level meetings, each of which will begin no later than fifteen (15) minutes after the student day has ended. The formal part of the meeting shall not exceed two (2) hours. Except for emergency situations, notification of building meetings shall be no less than three (3) days in advance of said meetings. By the second building meeting of the year, the principal shall highlight changes in the building handbook.
 - 2. In addition to these ten (10) hours, coaches may be required to attend up to three (3) athletic department meetings, none of which can exceed two (2) hours in length.
- B. MBUs may serve on a school system committee appointed by the Superintendent or designee during the school year, not more than once every three (3) years. MBUs may not be required to serve on a committee outside of the school day.
- C. MBUs may serve on a major curriculum study committee or school system committee no more than once every three (3) years. The term "major curriculum study" refers to major curriculum development projects, materials selection projects, and textbook adoption studies. MBUs who serve on a major curriculum development project will not be required to serve on any other District-wide committee.

- D. An MBU shall be required to attend one (1) open house in each school to which the MBU is assigned. (Cross reference to Section 20.3.)
- E. If there are evening, school-wide parent-teacher conferences, equal compensatory time shall be given to the staff members for time beyond their normal workday.
- F. MBUs may report to the Superintendent in writing of their participation in school-related community activities and these reports shall be included in the MBU's personnel file.
- G. The hours for any activity for which the employee is paid, including in-service education activities which have a stipend, shall not count toward the hours in Section 10.1.

- 10.3 A. Each MBU shall be available, when assigned, to serve a maximum of fifteen (15) classes per year (or more if the MBU so agrees) during the school day as a casual substitute for MBUs who are absent for short periods of time or in cases where no substitute is available.

Part-time MBUs may be asked to serve as casual substitutes during their assigned hours (or beyond if the MBU volunteers to substitute beyond his/her contracted hours).

An MBU shall not be required to supervise another class while supervising his or her own class. An MBU in grades six (6) through twelve (12), with more than three (3) preparations during that semester, shall not be required to substitute until all available MBUs that period have been assigned fifteen (15) classes. An MBU with a reduced class load is subject to unlimited casual substitution during the extra conference and planning period without compensation per current practice.

The substitution rate shall be twenty dollars (\$20) per class.

Casual substitution applies to all grade levels inclusive of Pre-K through twelve (12).

- B. Payment for casual substitution shall be paid monthly so long as the documentation for payment is submitted to the Treasurer's office at least ten (10) days prior to the payroll date.
- C. If efforts to secure the services of a non-bargaining unit substitute fail, the Board may ask an MBU to assume a long-term substitution for the same class. An MBU who agrees to assume such a long-term substitution shall be paid at the rate of one-fifth (1/5) of the employee's per diem pay for each class. A long-term substitution is defined as a substitution that, at the time of assignment, is mutually understood to be and foreseeably will be at least ten (10) consecutive days in duration. Should such substitution turn out to be less than ten (10) consecutive

days in duration, it is understood that the rate of pay specified in this paragraph shall still apply. Should a substitution not originally anticipated as a long-term substitution evolve into an assignment for ten (10) or more consecutive days, it is understood that the rate of pay specified in this paragraph shall apply to all days of the assignment. It is further understood that this paragraph operates independently of casual substitute service under paragraph A of this section. MBUs serving in long-term substitute positions shall not be asked to serve in casual substitution positions without first making such request of other staff members available that period.

- D. Morning/Afternoon Detention and Wednesday Extended Detention will be posted annually. Four (4) MBUs will be chosen for the school year for detentions and four (4) members will be chosen for Wednesday Extended Detention (may overlap). The schedule shall be developed by the building principal. If an MBU assigned to such duty will not be able to attend, the member shall be responsible for finding a substitute from among the other three individuals and reporting the substitution to the principal. If more than twenty (20) students are assigned to Wednesday Extended Detention or Morning/Afternoon Detention, at least two (2) educators will be assigned.

An MBU will be paid at the rate of ten dollars (\$10) per half hour for Morning/Afternoon Detention and/or Wednesday Extended Detention.

- 10.4 All part-time certificated employees shall participate under Section 10.1 of this Article to an extent equal to the percentage of the time for which they are employed. Part-time MBUs will, in addition, participate fully in all provisions of Section 10.2 of this Article and Article 19; said MBUs will be compensated for the additional time beyond their assigned percentage, with a stipend of three hundred dollars (\$300).

- 10.5 The FPEA, Board and administrators will encourage the staff to attend evening and weekend student activity events and PTA activities.

10.6 Occupational Safety & Health

- A. The Board shall adopt and implement policies and procedures required by ORC Chapter 4167, by the Division of Occupational Safety & Health, by the Public Employment Risk Reduction Advisory Commission, and/or rules or regulations adopted thereunder.

B. Report Internally First

The parties desire to deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor an MBU may file a complaint with the Ohio Department of Industrial Relations (unless it is a condition which the MBU or Association, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to

her/him or other MBUs, in which case the procedures in this section need not be followed) until the following procedure has been exhausted:

1. An MBU or Association representative must first bring an alleged health or safety violation to the attention of the affected MBU(s)' immediate supervisor within two (2) work days of the occurrence of the alleged violation.
2. If the immediate supervisor does not resolve the alleged violation to the complaining party's satisfaction, the MBU or Association must file a formal complaint with the Superintendent or designee within two (2) work days after the conference with the immediate supervisor. The Association President and the Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent or designee will respond to the complaint within two (2) work days.
3. If the Superintendent or designee does not resolve the alleged violation to the satisfaction of the complaining party, the MBU or the Association may appeal the complaint to the Superintendent by filing a written appeal with the Superintendent within two (2) work days of the response of the Superintendent or designee. If the Superintendent or designee fails to respond by the deadline, then the MBU or Association must file their appeal within two (2) work days of that deadline. The Superintendent or the Superintendent's designee shall meet with the complaining party in an attempt to resolve the alleged violation. Within five (5) work days after the conference, the Superintendent shall provide a written response to the alleged violation.

C. Board's Right to Reassign

Before exercising her/his right to refuse work under Revised Code Section 4167.06 because of a condition which the MBU, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to her/him, the MBU must immediately notify her/his supervisor of the condition. The MBU may be temporarily reassigned at no loss in pay or reduction in hours while the condition is being investigated and/or ameliorated.

D. Claims of Violation to be Grieved

An MBU who wishes to assert a claim of discrimination as defined in Revised Code Chapter 4167 shall use the grievance procedure of this Agreement to assert such claims. The grievance procedure of this Agreement shall be the exclusive means for an MBU to assert such claim, to the exclusion of any other challenge, provided that the MBU retains the right to appeal an adverse arbitration award

through the Ohio courts in accordance with the statutory procedure for such appeals.

10.7 Position Sharing

- A. Position sharing shall refer to a voluntary option available for MBUs subject to the approval of the Superintendent or his/her designee. Approval shall not be unreasonably withheld. Two (2) current MBUs may share a full-time equivalent (1.0 FTE) certificated/licensed teaching assignment.
- B. MBUs who wish to share a position shall submit a written plan for such arrangement to the building principal no later than April 1 of the school year preceding the proposed position share. The plan must include the following elements:
 - 1. The plan will be in effect for a full school year with an annual review.
 - 2. The area of teaching assignment, including grade level, buildings and courses to be shared.
 - 3. A full description of the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of the steps that participants will employ to insure compatibility of such techniques and practices.
 - 4. The percentage of the regular full-time workday each participant proposes to teach, including meetings scheduled beyond the student day.
 - 5. A description outlining what will happen if one (1) of the participants is unable or unwilling to complete the full school year under the position sharing plan.
- C. MBUs who wish to participate must locate their position sharing partner from teachers within the district. No teacher will be required to share a position.
- D. All negotiated salary and benefits including any leave earned during that time, as contained in the master agreement, shall be split according to the percentage of a regular full-time workday served by the participant. In no event shall the Board incur more than one hundred percent (100%) of the cost of one (1) full-time teacher with the exception of parent conferences and in-service days which shall be paid at a prorated per diem rate.
- E. MBUs shall acquire one (1) year seniority in each year of position sharing worked provided the MBU is assigned at least fifty percent (50%) of the workday under the position-sharing plan. Otherwise, seniority shall be prorated against the minimal full-time standard.

- F. Position sharing teachers will be considered for change in contract status, evaluation and layoff on the same basis as other teachers, regardless of the percentage of the team.
- G. A position sharing partnership shall last one (1) full school year and must be applied for on a yearly basis.
- H. Upon dissolution of the position sharing partnership, each position sharing teacher shall be guaranteed a full-time position in the school from which he/she left if a position is available in that school. If a position is not available in his/her previous school, he/she shall be given a full-time position for which he/she is certificated/licensed within the school District.
- I. Certificated/licensed substitutes will be provided for absent position sharing teachers. However, position sharing teachers may substitute for each other, with advance notice should they so desire, at the prorated per diem rate, before outside substitutes are secured.
- J. Neither the decision to approve/reject a request nor the position sharing plan is grievable.

ARTICLE 11 – COMPLAINTS

- 11.1 If an administrator receives a complaint about an MBU, the administrator shall advise the complainant to discuss the matter with the MBU and give the MBU the opportunity to correct any possible error or misunderstanding. Either the MBU or the complainant may request the administrator be present. If the complainant refuses to discuss the matter with the MBU, then the administrator must set up a meeting involving the complainant and/or the MBU as well as the administrator and an FPEA representative selected by the MBU as mediators to attempt to resolve the issue. If the complainant refuses to give his/her name or refuses to attend the aforementioned meeting, then the complaint will not be a matter of record nor be acted on in a way. A matter of record means the information will be placed in the MBU's personnel file. This provision shall not apply to allegations of abuse or harassment.
- 11.2 Any complaint shall be brought to the MBU's attention if it is of major importance, or which may become part of the personnel file. An anonymous complaint may lead to an investigation, but the anonymous complaint cannot become part of the personnel file.
- 11.3 If a complaint becomes a part of the personnel file of the MBU, the MBU shall have the opportunity to rebut the complaint in writing.

ARTICLE 12 – PERSONNEL FILES

- 12.1 There shall be a single official personnel file for each MBU maintained in the Board office. Confidential and payroll information will be kept in separate files. This does not limit the right of an administrator to maintain information concerning an MBU. An MBU shall be entitled to inspect the contents of his/her personnel file. This right of inspection applies not only to the file maintained at the Board office with respect to an MBU but also to documents maintained by an administrator with respect to such MBU. Confidential references furnished prior to the MBU's date of hire shall be exempt from inspection. No item from any anonymous source or complaints from the public based only on hearsay shall be placed in the employee's personnel file.
- 12.2 If a member of the bargaining unit disputes the accuracy, timeliness, or completeness of the personal information maintained in his/her personnel file, a request may be made to have the Superintendent investigate the current status of the disputed information. The MBU shall, within ten (10) calendar days, be notified of the results of the investigation and of the action to be taken with respect to the disputed information.
- 12.3 If, after exhaustion of the remedy specified in Section 12.2 of this Article, the MBU is not satisfied, he/she shall be permitted to include within the personnel file a brief statement of position on the disputed information.
- 12.4 A member of the bargaining unit shall be entitled to copies of any information subject to inspection under this Article after the MBU has reviewed the file and upon payment to the Treasurer of the required fee of \$.15 per page.
- 12.5 Any person who is not an administrator or administrative assistant/secretary of the Fairview Park Schools who examines an MBU's personnel file shall sign his/her name on the appropriate form contained within the employee's personnel file indicating the date the file was examined and the purpose of the examination. Unless otherwise required by law, an MBU shall be given notice of any specific requests to review his/her personnel file for non-administrative or non-Association business where the request is targeted specifically to a named individual. This notice shall be given to the MBU as soon as possible.
- 12.6 All critical and negative material placed in the personnel file shall be initialed and dated by the MBU and the administrator placing the material in the file. The MBU's signature does not necessarily imply agreement with the substance of the material. If the MBU refuses to sign, a notation will be made to that effect. Every effort will be made to notify the MBU of positive comments received.
- 12.7 Three (3) years following the insertion of critical and/or negative material in an MBU's personnel file, the MBU will have the right to meet with the Superintendent to discuss having such material removed from said file as long as no similar instances have occurred since the initial placement date.

ARTICLE 13 – RETIREMENT BENEFITS

13.1 Severance Pay

An MBU who retires from service with the Board and provides appropriate notice of retirement from any state retirement system and who has seven (7) or more years of service with the Board shall be entitled to be paid per Section 13.4 or Section 13.5 the 403(b) Special Pay Plan, whichever is applicable, for one-fourth ($\frac{1}{4}$) the value of his/her accrued but unused sick leave credit. The payment shall be based on the MBU's rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the member at the time payment is made. Such payment shall be made only once to any MBU. The aggregate value of accrued but unused sick leave credit that is paid shall not exceed the value of forty (40) days of accrued but unused sick leave.

13.2 Retirement Incentive

In place of the "one-fourth ($\frac{1}{4}$)" and "forty (40)" limitation in Paragraph 13.1 of this contract, an MBU who meets the eligibility requirements of the preceding paragraph and who is or who becomes eligible for service retirement from the Board under the State Teachers Retirement System during the time periods contained herein shall be eligible for an extended severance pay benefit.

Eligibility

Employees shall first become eligible for the extended severance pay benefit in the school year the employee first meets STRS eligibility requirements for either the Actuarially Reduced Benefit or the Unreduced Benefit, for which the rules are as prescribed in the tables below:

Eligibility Requirements for Actuarially Reduced Benefit

For Retirement Dates	Minimum Age and Years of Service
Through 7/1/2015	Age 55 and 25 yrs.; or age 60 and 5 yrs.*
8/1/2015–7/1/2017	Any age and 30 yrs.; or age 55 and 26 yrs.; or age 60 and 5 yrs.*
8/1/2017–7/1/2019	Any age and 30 yrs.; or age 55 and 27 yrs.; or age 60 and 5 yrs.*
8/1/2019–7/1/2021	Any age and 30 yrs.; or age 55 and 28 yrs.; or age 60 and 5 yrs.*
8/1/2021–7/1/2023	Any age and 30 yrs.; or age 55 and 29 yrs.; or age 60 and 5 yrs.*
On or after 8/1/2023	Any age and 30 yrs.; or age 60 and 5 yrs.*

Eligibility Requirements for Unreduced Benefit	
For Retirement Dates	Minimum Age and Years of Service
Through 7/1/2015	Any age and 30 yrs.; or age 65 and 5 yrs.*
8/1/2015–7/1/2017	Any age and 31 yrs.; or age 65 and 5 yrs.*
8/1/2017–7/1/2019	Any age and 32 yrs.; or age 65 and 5 yrs.*
8/1/2019–7/1/2021	Any age and 33 yrs.; or age 65 and 5 yrs.*
8/1/2021–7/1/2023	Any age and 34 yrs.; or age 65 and 5 yrs.*
8/1/2023–7/1/2026	Any age and 35 yrs.; or age 65 and 5 yrs.*
On or after 8/1/2026	Age 60 and 35 yrs.; or age 65 and 5 yrs.*

*In the event the charts are modified by STRS, such modification shall become part of this provision.

An MBU is not eligible for the extended severance pay benefit unless he/she is on Step 15 or higher of the salary schedule at the time of retirement. Payment will be made after the resignation is adopted and the Board receives notice of retirement.

Employees must resign for retirement purposes at the conclusion of the school year in which employees first become eligible.

Benefit Level

For members at Step 20 or higher at the time of retirement, this extended severance pay benefit shall be equal to the MBU's per diem rate of pay times one hundred percent (100%) of the MBU's first one hundred sixty-five (165) days of accrued but unused sick leave as of the effective date of retirement.

For members between Steps 15 and 19 at the time of STRS retirement, the one hundred sixty-five (165) days shall be reduced to eighty-two and one-half (82.5) days.

The payment shall be based on the MBU's per diem rate of pay at the time of retirement and shall eliminate all sick leave credit accrued but unused by the member at the time payment is made.

Pro Rata for Part-time Members

Unless an MBU is involuntarily reduced from full to part-time, an MBU working less than full-time will have his/her per diem rate adjusted so his/her benefit will be a percentage equivalent to the time he/she works in relation to a full school year. Payment of this extended severance pay benefit will be made per the 403(b) Special Pay Plan of Section 13.4.

Deadlines

An eligible MBU shall provide notice to the Superintendent on or before January 1 of each school year and retirement shall be effective no later than July 1 of the year of notice.

13.3 General Condition

In all cases, years of service under any State of Ohio retirement system which may be combined with STRS, such as SERS or PERS, and any service credit which an MBU purchases under provision of STRS, will be included in determining eligibility provisions of this Article. The only exception would be granted for an MBU who, upon reaching the time he/she must submit a request for this benefit, declares in writing he/she will not purchase credit for which he/she is eligible and, in fact, does not.

MBUs are encouraged to give written notice to the Superintendent as early as possible if they intend to retire during the school year. Except as noted in this Article, an MBU who does not retire during the time period of initial eligibility shall be entitled to severance pay only in accordance with the first paragraph (13.1) of this Article.

13.4 403(b) Special Pay Plan

Retiring members of the bargaining unit age fifty-five (55) and over in the calendar year of their retirement will have the total amount that otherwise would be payable to them as Severance Pay or Retirement Incentive under Article 13, Retirement Benefits, mandatorily paid into an annuity contract referred to as the "403(b) Special Pay Plan." The terms of the 403(b) Special Pay Plan include the following:

1. Participation in the 403(b) Special Pay Plan (collectively the Special Pay Plan) shall be mandatory for any MBU age fifty-five (55) or over who is actively

employed and who would be entitled to severance pay and/or a retirement incentive (if applicable) under Article 13, RETIREMENT BENEFITS.

2. The initial employer contribution shall be made on the behalf of the retiring teacher under the 403(b) Special Pay Plan in an amount equal to the lesser of:
 - a. The total amount of the participant's Severance Pay (13.1) or Retirement Incentive (13.2), in accordance with Article 13.
 - b. The maximum contribution amount allowable under the terms of the 403(b) Special Pay Plan.
3. The retiring MBU will provide to the Treasurer evidence in the form of a pay stub that the MBU has been accepted for retirement benefits by the State Teachers Retirement System. The required Severance Pay or Retirement Incentive contribution to the 403(b) Special Pay Plan shall be deposited to the plan the pay period following such receipt.
4. If after the timelines for severance and retirement incentive (if applicable) disbursements are exhausted, there is a remaining excess, it shall be deferred and the maximum allowable amount shall be placed into the MBU's 403(b) Special Pay Plan by January 15 of the year(s) following retirement.
5. An MBU who is a participant in the 403(b) Special Pay Plan shall complete the enrollment forms; and unless and until an MBU does so, no contribution of severance pay shall be made to the 403(b) Special Pay Plan on behalf of the MBU.
6. If an MBU is entitled to have a contribution paid to the 403(b) Special Pay Plan and dies prior to such contribution being paid to the 403(b) Special Pay Plan, the contribution shall nevertheless be paid to the 403(b) Special Pay Plan and then be paid to a Beneficiary of the MBU in accordance with the terms of the 403(b) Special Pay Plan.
7. The Plan year of the 403(b) Special Pay Plan shall be from January 1 through and including December 31.

All contributions to the 403(b) Special Pay Plan, all deferrals to a TSA, and all check payments to MBUs, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with the 403(b) Special Pay Plan, deferrals to a TSA, or check payments made to a teacher.

If for any reason the statute and/or rules and regulations pertaining to 403(b) plans should change so as to cause potential harm to members of the Association, the Board and Association agree to immediately bargain the effects of such changes.

ARTICLE 14 – SALARY SCHEDULE

- 14.1 The salary schedules are located at Appendices C, D, and E.
- 14.2 An MBU who has completed graduate study which would enable him/her to qualify for a higher level of training on the salary schedule by the beginning of the school year or by the beginning of the second semester of the school year, will receive credit for such study upon filing with the Superintendent of Schools satisfactory evidence of completion, i.e., receipt of official transcript, of such additional training. Such evidence must be filed with the Superintendent no later than September 15th of the school year to qualify an MBU for additional salary credit from the beginning of the year, and no later than February 15th of the school year to qualify an MBU for salary credit for the second semester. Related salary increases will not be retroactive.

ARTICLE 15 – SUPPLEMENTAL SALARIES

- 15.1 Compensation for MBUs who hold supplemental contracts of employment shall be in accordance with the schedules attached. The amounts set forth on the current supplemental salary schedule shall not be increased except by mutual agreement of the parties.
- 15.2 Supplemental contracts are awarded for one (1) year at the compensation levels as attached in Appendix F. These contracts are automatically non-renewed each year under this Agreement without any further notice being required.

All Supplemental contracts shall be posted for all MBUs for five (5) working days during the regular work year or ten (10) calendar days during the summer months.
- 15.3 Accumulated years of experience in a supplemental contract position shall be maintained for salary consideration if a person is rehired into that position after discontinuance of services for six (6) or less years.
- 15.4 A record of supplemental contract service shall be maintained by the Board.
- 15.5 A person moving from an assistant coaching position to a head coaching position would at least be placed in the salary column one (1) ahead of where the assistant's salary would fall on the head coach's salary schedule. If the salary placement falls between two (2) columns, the higher column will be used and the salary will be placed one (1) above that column.
- 15.6 The Board reserves the right not to fill supplemental positions.

ARTICLE 16 – HOSPITALIZATION AND MAJOR MEDICAL

- 16.1 The hospitalization and major medical insurance coverage to members of the bargaining unit will be provided by Medical Mutual of Ohio. The coverages are agreed to as outlined in the Fairview Park City Schools employee plan. MBUs will have the option of selecting from three (3) plan structure options: single, employee plus one (spouse or child), and family.

A committee of representatives from administration, FPEA and OAPSE shall investigate, study, discuss and/or review policies on a regular and ongoing basis and make recommendations to FPEA and the Board of Education in regard to the District's insurance programs. Financial information shall be provided by the Treasurer or contracted health care representatives at each meeting. The committee will update its guidelines annually. Such guidelines shall neither supersede nor contradict the negotiated agreement.

The committee shall investigate the potential impact of plan and plan-administration changes on the quality and cost of the plan. When costs increase or have increased, the committee shall make recommendations to control costs. Examples of areas to investigate to control costs include, but are not limited to, a prescription formulary, co-pay changes, reimbursement to decline coverage, etc. The committee shall bring any proposal(s) to the general membership of the Association for a vote. Upon approval by the Board of FPEA-recommended changes, such proposals shall be implemented so long as the change does not affect the benefits provided to Section 16.1 to the general membership of the Association.

The current plan is provided by Medical Mutual of Ohio with the following coverage details:

	<u>Network</u>	<u>Non-Network</u>
Deductible:	\$300/\$550	\$550/\$1,500
Inpatient Co-Pay:	\$50 copay	
	<u>Primary</u>	<u>Specialist</u>
Office Visit Copay:	\$35 copay	\$45 copay
	<u>Network</u>	<u>Non-Network</u>
Coinsurance:	\$500/\$1,000	\$1,000/\$2,000
(Out of pocket max)	80%	60%
Emergency Room Copay:	\$90 copay	

The lifetime plan maximum is unlimited. Vision coverage is included in this plan to a maximum per benefit period of \$120. (See the Fairview Park City Schools Employee Benefit plan for a detailed breakdown.)

Additionally, prescription drug coverage shall include co-payments as follows:

Retail:	Generic – \$30	Formulary – \$50	Non-formulary – \$70
Mail-order:	For a three (3) month supply:		
	Generic – \$50	Formulary – \$90	Non-formulary – \$130

16.2 During the period of this contract, the Board, with the agreement of the FPEA, may change coverage or insurance company.

16.3 The Board may make available other hospitalization and major medical insurance coverage to members of the bargaining unit, but the program recommended by the insurance committee and approved by its constituencies, and the Board, will be the primary policy. The dollar contributions identified above will apply to any HMO alternative made available by the Board.

16.4 Coverages

MBUs who accept coverage under the Board's insurance plans will contribute through payroll deduction at the rate of fifteen percent (15%) of the premium rate contribution. Such contribution shall be evenly split and deducted two (2) times per month.

16.5 Representatives of the administration and the Association shall meet on a quarterly basis to discuss insurance-related matters of concern raised by either party.

16.6 Spousal Surcharge

- A. If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) or be subject to a one hundred dollar (\$100) per month surcharge.
- B. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored by group insurance coverage, that coverage will become the primary payer of benefits, and the coverage sponsored by the Board will become the secondary payer of benefits.
- C. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section shall be charged a one hundred dollar (\$100) per month surcharge to stay on the plan offered by the Fairview Park Board of Education.
- D. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her

spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be charged a one hundred dollar (\$100) per month surcharge to stay on their spouse's health care coverage with the Fairview Park City School District.

- E. If the employee submits false information or fails to timely advise the plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of the one hundred dollar (\$100) per month surcharge.

ARTICLE 17 – DENTAL INSURANCE

- 17.1 The Board shall provide each member of the bargaining unit coverage under the Fairview Park Employee Dental Plan.

17.2 Premium Contributions

The cost of the dental coverage will be excluded from the fifteen percent (15%) employee contribution (Article 16, Section 16.4, Coverages). In lieu of a percentage contribution, MBUs who elect dental coverage shall contribute five dollars (\$5) per month toward the premium cost. Such contribution shall be made by payroll deduction.

ARTICLE 18 – LIFE INSURANCE

- 18.1 The Board shall provide life insurance as set forth below to the extent the insurance company will permit.

MBUs working not less than	Amount of Coverage
50-100%	\$50,000
0-49%	\$25,000

The balance of payment for any additional coverage shall be the responsibility of the MBU. The MBU shall have the right to purchase an additional equivalent amount of insurance. This Section shall not be construed to preclude the Board from changing the insurance carrier so long as the amount of coverage is not reduced.

18.2 Premium Contributions

The cost of the life insurance coverage will be excluded from the fifteen percent (15%) employee contribution (Article 16, Section 16.4, Coverages).

ARTICLE 19 – SCHOOL YEAR

19.1 The school year shall be composed as follows:

Classes and or Parent Conferences	180
Staff Development Days	1
General meetings prior to school opening	1
Mid-year records/in-service day	1
End-of-year records day	1
TOTAL DAYS	184

The mid-year in-service shall not exceed two (2) hours.

19.2 School will be in session on NEOEA Day and that day will count toward the one hundred eighty-four (184) total days per Section 19.1. "Staff development" days shall be specified in the school calendar.

19.3 The MBU's school year shall not start on a Friday or end on a Monday.

19.4 MBUs may be excused from the first three (3) contract days for cancelled student days due to a calamity. Days in excess of three (3) may be used at administrative discretion.

ARTICLE 20 – MULTIPLE SCHOOL ASSIGNMENTS

20.1 Each MBU having a multiple school assignment will be assigned one (1) building as headquarters including starting time and ending time.

20.2 Each MBU having a multiple school assignment requiring travel by automobile will be compensated at the current IRS rate per mile that is in effect on September 1 of each year. The total amount due the MBU will be paid at the end of each quarter.

20.3 Each MBU having a multiple school assignment will receive twenty dollars (\$20) per hour for each scheduled meeting beyond the school day and open house requested to attend beyond the headquarter building. (Open house attendance shall be mandatory. Where circumstances beyond the control of the MBU make it impractical to honor the request to attend a building meeting beyond the headquarter building, he/she shall not be required to attend.)

- 20.4 There shall be a reserved parking space at each building for MBUs required to travel between buildings.

ARTICLE 21 – SPECIAL SALARIES

- 21.1 MBUs employed for summer school teaching shall be compensated at the rate of twenty dollars (\$20) per hour.
- 21.2 MBUs attending voluntary in-service sessions held outside the contractual school day or school year for which stipends are paid shall be compensated at the rate of twenty dollars (\$20) per hour up to the number of hours approved by the Board.
- 21.3 Each MBU accepting an advisorship for the high school gifted/talented mentor program will be compensated at the rate of two hundred fifty dollars (\$250) per student for a half credit. The member will be expected to put in twenty (20) hours per student for a semester program.
- 21.4 Provided that work is performed “on site”, on “non-working days”, and that the building principal has signed off, each MBU employed as an outside consultant for the purpose of writing new or revised present courses of study shall be compensated at the rate of:
- | | |
|----------------------------|---|
| Existing courses of study: | \$20/hour, up to a maximum of twenty (20) hours |
| New courses of study: | \$20/hour, up to a maximum of forty (40) hours |
- 21.5 MBUs shall have the option of working up to fifteen (15) hours to prepare their room/office for the opening of school and shall be paid at the rate of fifteen dollars (\$15) per hour. Arrangements shall be made with the building principal who shall sign off at the time of completion. Preparation hours shall be completed prior to the opening of the school year.

ARTICLE 22 – REDUCTION IN FORCE

- 22.1 Reductions in force under this Article may be initiated in case of return to duty of regular MBUs after leaves of absence*, suspension of schools*, territorial changes affecting the District*, declining enrollment*, abolishment of programs and financial conditions (defined as when the five-year forecast has a negative balance available for certification in the current or following year assuming the general reserve is depleted, the insurance reserve is at the actuarial minimum level [assuming a fifteen percent (15%) increase in the following year] and no unreasonable amount of funds are otherwise reserved). When, in the judgment of the Board, it becomes necessary to reduce the number of MBUs in the District for reasons other than performance, the following procedures shall apply:

* Terms as interpreted under R.C. 3319.17

A. Seniority

No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. For the term of this agreement, all evaluations shall be considered comparable. As such, the provisions below shall serve as the procedures followed when making staff reduction decisions involving the suspension of teaching contracts.

All MBUs shall be placed on the seniority lists in each of the areas of certification/licensure in which the MBU is certified/licensed. Those MBUs holding continuing contracts shall be listed ahead of those MBUs holding limited contracts.

Seniority shall be determined first by continuing contract status, followed by the length of continuous certificated/licensed service in the Fairview Park City Schools in a position requiring certification/licensure. Among those MBUs with the same length of continuous service, seniority shall be determined by the date of the Board meeting in which the MBU was hired and, then, if a tie, by date of first application.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff except as otherwise stipulated by this contract. The continuous service of an MBU who has returned to employment following resignation, unauthorized leave of absence or other termination of employment will be measured from the date of return.

This seniority list will be sent to all MBUs and the Association President and all Association building representatives by interoffice mail by November 15 of each school year. If an MBU believes there is an inaccuracy in his/her placement on the list, s/he must notify the Superintendent or his/her designee in writing of the alleged inaccuracy by December 15. The Superintendent or his/her designee shall notify each affected MBU of the outcome of the claim, in writing, no later than January 15. If an MBU is not satisfied with the outcome, s/he shall then have the right to bring the matter to the Association for review.

On or before January 30, the Association and the Superintendent or his/her designee shall jointly review the dispute in an attempt to resolve the matter in as timely a manner as possible. If resolution cannot be reached, the matter can then be challenged through the grievance procedure. Both parties will then sign off on the revised list, excluding any still within the grievance procedure. The final list shall be distributed no later than February 15 to the Association President, all Association building representatives, and posted in each building and on the District website.

This February list will be amended in April of each school year solely to reflect newly-awarded continuing contracts. The February 15 list along with any April

continuing contract amendments shall be the official list until the following November 15, and no changes will be permitted unless the procedure outlined in this paragraph has been followed.

B. Attrition

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum first by not employing replacements for employees who retire or resign or who are no longer in service for other reasons. MBUs hired as long-term substitute replacements for up to one (1) year service are automatically non-renewed and not covered by this Article.

C. Layoff

1. Layoff shall proceed in accordance with the Superintendent's recommendation of the areas of certification to be reduced, with limited contract MBUs reduced before continuing contract MBUs and less senior MBUs in that area of certification reduced first in accordance with the seniority list. The Board may deviate from seniority and contract status in order to maintain certificated/licensed MBU in subspecialty areas. All possible permutations will be attempted to maintain certificated/licensed MBUs in subspecialty areas without deviating from seniority and contract status. The parties will meet to make certain that all permutations have been tried at least seven (7) calendar days prior to the notification in Section D. As a professional courtesy, notification shall be given to the MBU in an administrative office at the end of the school day assuming the MBU is present and available.
2. An MBU who is laid off will displace a least senior MBU with less seniority in an area of certification/licensure in which that MBU holds a currently valid certificate/license.
3. In any case where the displacing MBU is moved into an area of certification/licensure in which the MBU has not actually taught within the past five (5) years, the Board may require the displacing MBU, as a condition of retention in the area of certification, to successfully complete up to and including three (3) semester hours (or equivalent quarter hours) of coursework at an accredited institution of higher learning, in the area of certification/licensure, within twelve (12) months. In such cases, the Board will reimburse the MBU for the academic institution's fees, tuition and books for the required coursework.

D. Notice

Notification: At least seven (7) calendar days before the Board meeting at which the action is to be taken, and after each MBU affected is informed by the

Superintendent, the list of MBUs whose contracts are recommended for layoff will be provided to the President of the FPEA. This list shall constitute the Reduction in Force list.

Once an MBU is notified of his/her placement on the Reduction in Force list, the MBU is advised to immediately contact the Ohio Department of Jobs and Family Services for information on unemployment benefits and the District Treasurer for information on COBRA benefits.

E. Recall

1. An MBU whose name appears on the Reduction in Force list shall be returned to active employment when a vacancy becomes available for which he or she is certified.
2. MBUs on the Reduction in Force list shall be returned to active employment to fill vacancies for which they are certified in order of seniority at the time of their layoff. In effecting recall, the good cause requirement shall be the same as that used for layoffs.
3. No MBU shall be employed by the Board for a position that can be filled by an MBU on the Reduction in Force list who is certified to teach in the vacant position.
4. In the event a vacancy (ies) becomes available, the Board shall recall the MBU to active employment status by giving written notice to the MBU. Said written notice shall be sent to the MBU by registered or certified letter addressed to the MBU's last known address. It shall be the responsibility of each MBU to notify the Board of any change in address.
5. If an MBU fails to accept full-time employment status within three (3) calendar days, excluding Saturdays, Sundays, and holidays, from the date said notification was delivered, said MBU shall be considered to have declined said offer and shall be removed from the Reduction in Force list. An MBU shall be given a minimum of two (2) weeks to report to work.
6. A recalled MBU shall return to active employment status with salary schedule placement commensurate with years of experience as defined by the Ohio Revised Code.
7. An MBU's name shall remain on the Reduction in Force list for three (3) years following the last day of service, unless the name is removed at the request of the MBU or by recall to a teaching position by the Board.

F. To the extent permitted by law, this Article supersedes Ohio Revised Code Section 3319.17.

- G. If a grievance arises with regard to the justification for the RIF, compliance with the procedures used, and/or the identification of MBUs to be laid off, the matter shall be submitted to expedited arbitration in accordance with the AAA rules for expedited arbitration in place of the traditional arbitration.

ARTICLE 23 – CHRONIC COMMUNICABLE DISEASE

- 23.1 No MBU shall be deprived of any legal rights as a result of a chronic communicable disease.
- 23.2 Information about the identity and condition of chronic communicable disease-infected students shall be disclosed to those MBUs and other staff members responsible for the student so that adequate supervision may be maintained. Those notified will observe complete confidentiality.
- 23.3 No MBU shall be required to perform any medical procedure(s) including, but not limited to, cleaning and bandaging cuts/abrasions, gastronomy tube feedings, tracheostomy suctioning and catheterizations, on any CCD-infected student nor shall he/she be required to clean up body fluids of any CCD-infected student.

ARTICLE 24 – NOTICE OF VACANCIES

- 24.1 When it is determined to fill a vacancy brought about by resignation, transfer, death, retirement, or a newly-created position, as determined by Board action, the Superintendent or his designee will notify all certificated employees. Notice of the vacancy and/or newly-created positions will be made by sending an e-mail to the District-issued e-mail account of all MBUs. The FPEA President and building representatives shall receive a copy of all postings at the time of posting. Such positing shall continue until the vacancy has been filled. The posted notice will designate the position and building involved. The Superintendent or his designee shall give notice to each applicant when the position has been filled.

Beginning the first of June through the first contract day of the following school year, vacancies will be posted as they occur by notice on the District web site. The Board shall email notice to the FPEA President(s). These notices shall include the date of the posting and shall start the time period for posting as referenced in the following paragraph. Notice of any vacancy or newly-created position shall also be included at least once in paychecks stubs mailed to members of the bargaining unit, but it is understood that the paycheck notice may come after the posting period has ended.

No vacancy shall be filled until it has been posted for five (5) working days during the regular work year or ten (10) calendar days during the summer months. Vacancies arising after July 10th may be filled five (5) calendar days after the vacancy notice has

been posted on the District's website. Vacancies arising after August 1 and prior to the opening of school may be filled immediately; in which case the notice provided for above need not be given.

When vacancies exist within the school District, an MBU requesting a change in assignment by notifying the Superintendent or his/her designee, shall be given first consideration, providing the MBU making the request is both certified/licensed and qualified for the position requested. A decision of qualification shall be made by the Superintendent. Any vacated bargaining unit position must go through the posting procedure referred to in this Article.

ARTICLE 25 – CLASS SIZE

- 25.1 The Board will work toward the following class size limits, considering the availability of funds and space, and other needs of the District.

<u>Grades K-3</u>	<u>20 students</u>
<u>Grades 4-6</u>	<u>24 students</u>
<u>Grades 7-12 (Remedial)</u>	<u>20 students</u>
<u>Grades 7-12 (Regular without Composition)</u>	<u>25 students</u>
<u>Grades 7-12 (Regular with Composition)</u>	<u>20 students</u>
<u>Grades 4-12 Band</u>	<u>Open</u>
<u>Grades 5-12 Orchestra</u>	<u>Open</u>
<u>Grades 3-12 Choir/Chorale</u>	<u>Open</u>
<u>Grades 7-12 Physical Education</u>	<u>Open</u>
<u>Grades 7-12 Art and Lab Classes</u>	<u>20-24 students (or no more than stations permit)</u>
<u>G/T and PACE</u>	<u>20 students</u>
<u>Honors</u>	<u>25 students</u>
<u>AP</u>	<u>20 students</u>

ARTICLE 26 – INCLUSION

- 26.1 No MBU except the school nurse will be required to attend to a student's toileting or feminine hygiene needs. No MBU, with the exception of the school nurse, will be required to assume any medical care responsibility for a student who is chronically ill/medically fragile or who has special health care needs.
- 26.2 Compensation for educational meetings involving an IEP, 504, IAT/SAT and/or MFE extending beyond the contractual school day will be paid at the rate of ten dollars (\$10) per meeting, unless the meeting exceeds thirty (30) minutes beyond the contractual day, in which case the rate will be twenty dollars (\$20) per meeting. Approved time sheets shall be paid in accordance with the guidelines established in the Fairview Park Schools pay schedule.
- 26.3 Commensurate with student needs as determined by the IEP/504 teams, appropriately-trained non-certificated/non-licensed support staff services will be provided.
- 26.4 The Board shall provide, at Board expense, in-service education, workshops, and/or training for all MBUs who are participating or about to participate in inclusion programs requiring specialized adaptations and/or services per IEPs or 504s. Requests for such in-service may be initiated by the MBU, the IAT/SAT, Special Education staff and/or building principal(s) and will be forwarded to the Director of Pupil Services. A response regarding the status of such a request shall be made in a timely manner.
- 26.5 Any student on an IEP who does not have a full-time classroom attendant/aide, is in the classroom for a majority of the school day/class period, and who is identified as autistic, multiple handicapped, severely behaviorally handicapped (severe emotional disturbance), developmentally handicapped (cognitively impaired), traumatic brain injured, visually impaired, orthopedic handicapped, other health impaired, deaf, deaf-blind will be counted as 2.0 for purposes of determining class size. Upon recommendation of the classroom teacher and/or the special education teacher regarding a student on a 504 Plan or an IEP, a committee will be convened for the purpose of determining the appropriate weight for class placement of the recommended student. The following personnel will be invited to participate on this committee: the classroom teacher, special education teacher, counselor, special education support staff working with the child, building administrator, grade level coordinator/department chair, and Director of Pupil Personnel Services.
- 26.6 Every effort will be made to provide a common planning period for those MBUs involved with inclusion classrooms.
- 26.7 When making inclusion classroom placements, every effort will be made to first use MBUs who volunteer for an inclusion classroom and then on an annual rotating basis among the MBUs teaching the same class/grade level. An exception to the annual rotation shall be made for those members voluntarily participating in looping programs in order to permit the MBU to continue in this arrangement. Therefore, looping arrangements shall be rotated using a two (2)-year cycle.

ARTICLE 27 – MENTORING AND ENTRY-YEAR PROGRAM

27.1 Purpose

- A. The Resident Educator Program is a four-year academic entry-level program for classroom teachers that includes performance-based assessment of the Resident Educator as prescribed by the Ohio Department of Education, and a formal program of support which includes mentoring to foster professional growth of the Resident Educator that is congruent with the required performance-based assessment and counseling to ensure that the Resident Educators receive needed professional development.
- B. Successful completion of the Resident Educator Program is required to qualify for a 5-year professional educator license.
- C. Resident Educators and mentors will be required to follow the guidelines outlined by the Ohio Department of Education and Ohio Revised Code requirements.

27.2 Program Overview

The Four Year Resident Educator Program shall be outlined in accordance with the Ohio Department of Education Resident Educator Program Standards:

Requirements for supporting Resident Educators Years 1-4:						
Year 1	Year 2	Year 3		Year 4		
Assign 1:1 mentor to RE	Determine mentor model to use for REs: one-to-one, cohort, co-teaching, or a combination	Work with employer to determine if REs are ready to take the Resident Educator Summative assessment (RESA):		Identify REs who need to begin RESA/Retake deficient portions of the RESA. REs who successfully passed RESA may engage in teacher leadership activities. Year 4 REs are <u>not</u> required to have a mentor.		
Year 1 Formative Progress Review (FPR) with mentor and Resident Educator	Year 2 Formative Progress Review (FPR) with mentor and Resident Educator	REs taking RESA	REs not taking RESA	REs taking RESA	REs re-taking RESA	REs not taking RESA
		Work with principals to select and assign state-trained RESA facilitators	Assign state-trained mentor (one-to-one; RE cohort; co-teaching or combination)	Work with principals to select and assign state-trained RESA facilitators	Work with principals to select and assign state-trained RESA facilitators	Support Year 4 REs with choosing teacher leadership opportunities
		Ensure facilitators complete online facilitation training		Ensure facilitators complete online facilitation training	Ensure facilitators complete online facilitation training	

27.3 Resident Educators

- A. All criteria for Resident Educator eligibility and responsibilities will follow Ohio Department of Education guidelines and Ohio Revised Code requirements, including the following:
 - 1. Holds a valid Resident Educator License, an alternative Resident Educator License of any type, or a one-year out-of-state educator license.
 - 2. Teaches at least two classes or .25 Full Time Equivalent (FTE) in the area of licensure.
 - 3. Is responsible for planning and delivering standards-bases, Pre K-12 curriculum to students and evaluating their progress.
 - 4. Works at least 120 days, as defined by the Ohio Revised Code, in each year of the Resident Educator Program.
 - 5. Works cooperatively with the assigned ODE-certified, trained mentor by the Board.
- B. Orientation to the Resident Educator Program shall be provided to all Resident Educators at the beginning of his/her first year of employment with the District.
- C. For those Resident Educators employed within the School District who are subject to a Resident Educator program requirement for initial certification/licensure, mentoring for Resident Educators will be assigned to the MBU who holds the necessary qualifications to provide appropriate direction to the Resident Educator.
- D. When possible, Resident Educators will be paired with a mentor from the department/grade level in which the Resident Educator is hired. In the event that a Resident Educator is in need of mentorship from two (2) different departments and/or schools, the Board of Education may elect to split this mentorship between two (2) appropriately-trained MBUs.
- E. The Resident Educator Program is a four-year academic entry-level program for classroom teachers that include performance-based assessment of the Resident Educator as prescribed by the Ohio Department of Education. The performance-based assessment of the Resident Educator shall be administered during the third or fourth year of teaching. Passage of the assessment results in eligibility for the professional educator license. In the event a Resident Educator fails the assessment, the Resident Educator will be subject to OAC 3301-24-04 (D).

F. Credit for Years of Teaching Experience

The Board has the discretion to consider credit toward the Resident Educator Program for the prior teaching experience of a teacher in accordance with the Ohio Department of Education Resident Educator Program Standards on a case-by-case basis.

G. Resident Educator Transfers

The Resident Educator Program is portable from one school district to another district. The Resident Educator Program Coordinator must complete a “Transfer of Records Form” and provide a copy to the Resident Educator who is transferring. Resident Educators are responsible for keeping all documentation of the work they have completed with their mentors (e.g., lesson plans, collaborative logs, etc.) to take/bring with them to the other district.

27.4 Mentors

A. Qualifications

Mentors shall be selected by the Board based on demonstrated knowledge, experience and qualities that are consistent with the responsibilities of mentoring in accordance with the Ohio Department of Education Resident Educator Program Standards.

MBUs are eligible to apply to serve as mentors in the Resident Educator Program so long as they satisfy the following qualifications:

- a. Five-year Professional License or two-year Provisional License that has been renewed two or more times.
- b. Five years of teaching experience.
- c. Recent classroom experience within the last five years.
- d. Complete district application process.
- e. Successfully complete state-sponsored mentor training.
- f. Commitment to adhere to the Ohio Department of Education Resident Educator Standards for mentors.

B. Responsibilities

1. During the four-year Resident Educator Program, the mentors will be working to:
 - a. Lead and facilitate professional development with Resident Educators.
 - b. Use state-designed formative assessment tools, protocols, and processes.

- c. Document Resident Educators' on-going progress.
2. Adequate release time and time in the mentor's workday shall be provided to attend meetings and necessary trainings, complete required duties including observations and collaboration with the resident educator, and meet all other requirements. Release time will be coordinated with an approved by the Building Principal.
3. Mentors shall be provided the opportunity to attend training in order to establish and maintain a Resident Educator program. A pool of trained mentors shall be developed for each building. The cost of providing training for all mentors in matters related to all components of OTES or an "equivalent observation system" will be provided by the Board. Training shall be ongoing in order to maintain an effective Resident Educator program.
4. Mentors who have full class loads shall not be assigned more than one RE as a general rule.

C. Selection

1. An MBU, willing to serve as a mentor for the forthcoming academic year, will submit his/her name, in writing, to the building principal(s) on or before May 15. A District-wide list of volunteers will be generated by June 1. The building principal will create an appropriate match by utilizing the criteria in the Resident Educator program and this list. The principal may consult with grade level chairpersons, department chairpersons or other administrators in the matching process.

If no qualified MBUs are on the District-wide list of volunteers, the building principal will request, in writing, additional volunteers from the appropriate building(s). If no volunteer can be found, the principal may appoint an MBU from the list of appropriately-trained MBUs.
2. If no MBUs are available to serve as mentors, the Board has a right to contract out for mentors as long as they meet the requirements set forth in this agreement, the law and/or the Ohio Department of Education Resident Educator Program Standards. They will get paid the same stipend as a teacher in the district who serves as a mentor.
3. All mentor assignments shall be reported in a timely manner to the President of the Fairview Park Education Association.

D. Compensation

1. Mentors will be paid an annual stipend of one thousand dollars (\$1,000) per mentee.
2. Teachers who do not complete their commitment will not receive any portion of their stipend and will not be eligible to serve as a mentor in the future.

27.5 Mentor Coordinator

- A. The mentor coordinator position will be posted annually.
- B. The level of compensation for this position will be twenty-two dollars (\$22) per hour for out-of-District professional development meetings held outside the school day (excluding travel time) which are necessary to remain current with state guidelines. In addition, the mentor coordinator will be compensated at the rate of two hundred fifty dollars (\$250) per Resident Educator/mentor team not to exceed one thousand dollars (\$1,000) annually.
- C. Unless there are no other appropriately-trained MBUs available, the mentor coordinator will not also be assigned the position of mentor for any entry-year teacher.

27.6 Confidentiality of Mentoring Process

- A. Any information about the Resident Educator and/or mentor, including but not limited to that received through observation or discussion, will not be shared with any individual(s) outside the entry-year teacher/mentor team. Mentors shall share and discuss classroom observations and interview/discussion information with only the Resident Educator. The information shared will be considered confidential and shall not be used for performance evaluations by supervisors/administrators.
- B. No mentor shall be responsible for the evaluation of a Resident Educator.
- C. The Mentor/Resident Educator relationship, any and all forms, assessments and feedback shall be kept separate and apart from the evaluation process in accordance with the Ohio Department of Education Resident Educator Program Standards.

- 27.7 In the event of irreconcilable differences between a Resident Educator and a mentor, the Resident Educator, the mentor and mentor coordinator will meet with the building principal to discuss the situation. Upon the request of either party, the principal will determine whether to offer to assign a new mentor from the list of volunteers. Compensation will be prorated between/among the mentors.

ARTICLE 28 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 28.1 Pursuant to O.R.C. 3319.22(A) and OAC 3301-24-08 (Teacher Licensure Law and Regulations), a local professional development committee (LPDC) shall be established to review professional development plans comprised of course work, continuing education units, and other equivalent activities, and to approve District programs for CEU credit. Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board. Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the Contract. LPDC and its individual members shall be responsible for complying with state law and regulations.
- 28.2 The term of office for the LPDC members shall be three (3) years, with initial terms staggered (one (1) year, two (2) years and three (3) years for MBUs and two (2) and three (3) years for administrators) to provide continuity. LPDC members may be reappointed to additional terms. The chairperson will be elected for a one (1)-year term. Management and the Association shall rotate chair responsibilities each year.
- 28.3 The LPDC shall have three (3) MBUs appointed by the FPEA President and two (2) administrator members appointed by the Superintendent or the Superintendent's designee. Vacancies shall be filled in the same manner. Should an administrator request an administrative majority to review his/her IPDP, two (2) MBUs will abstain from voting on the aforesaid IPDP.
- 28.4 The LPDC members shall be compensated at the rate of twenty-two dollars (\$22) per hour up to a maximum of three hundred seventy-five (375) total hours divided among all LPDC members during each school year. If necessary, an hourly summer rate will be paid for up to, but not limited to, twenty-five (25) hours per person at the same rate. However, release time will be used without additional compensation when feasible. If during each school year the LPDC believes more time or funds are needed, the LPDC shall so advise the Superintendent or the Superintendent's designee and seek approval for added hours and/or added funds to be approved. The LPDC shall be allocated a budget of five thousand dollars (\$5,000) for supplies, equipment, professional development and release time expenses for the same period. LPDC members can receive credit toward their own Professional Development Plan by serving on the Committee.
- 28.5 The LPDC will be responsible for developing and implementing in-service programs at staff meetings for professional staff to explain the professional development plan process and the function of the LPDC.
- 28.6 The Board will provide the LPDC with meeting space and secretarial support.
- 28.7 The first level of appeals will be reconsideration by the LPDC. The final level of appeals will be to a three (3) person panel consisting of the Superintendent, the President of

FPEA, and a third person mutually chosen by the Superintendent and the President of FPEA.

28.8 The LPDC shall establish its rules and operating procedures to at least include:

- scheduling of meetings
- defining a quorum
- determining LPDC member training
- all other items required by the law

28.9 LPDC members shall be granted release time to attend regional or state training programs not available outside the school day.

28.10 Decisions of the LPDC, or any decisions reached through the appeals process, are not grievable under the terms of this Agreement.

28.11 By the close of each school year, the LPDC shall submit a report of its activities to the Superintendent of Schools and the President of FPEA.

28.12 Following the Ohio Department of Education's development of rules under O.R.C. §3319.22 to exempt "consistently high-performing teachers" from requirements to complete additional coursework for the renewal of an educator license, including requirements prescribed by local professional development committees, the LPDC shall develop and adopt rules consistent with those prescribed by the Ohio Department of Education.

ARTICLE 29 – EMPLOYMENT OF RETIRED MBUs

Subject to these provisions, re-employed MBUs are part of the bargaining unit and are entitled to all rights under the collective bargaining agreement unless limited herein. An MBU retired under STRS ("re-employed/retired MBU") who the Board determines to employ is subject to the following conditions:

- A. The re-employed/retired MBU will be paid according to the salary schedule with experience placement of at least five (5) years in accordance with Board policy. The re-employed/retired MBU will be placed on his/her appropriate education/training column. The re-employed/retired MBU will be advanced one (1) year on the salary schedule for each year of re-employment service in the District.
- B. The re-employed/retired MBU is not eligible for Board-paid benefits.
- C. The contract of employment will be for one (1) year and is automatically non-renewed at the conclusion of that year and this paragraph is intended to constitute full notice of such non-renewal without the need for compliance with O.R.C. Sections 3319.11 and 3319.111. The provisions/protections of such Sections, as to such MBUs, are expressly

waived. The re-employed/retired MBU will not resume and will not be eligible for a continuing contract.

- D. Retirement under STRS constitutes a break in service for seniority purposes. As such, all re-employed/retired MBUs have zero (0) years of seniority upon rehire.
- E. Re-employed/retired MBUs are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

ARTICLE 30 – PROGRESSIVE DISCIPLINE

30.1 No MBU shall be disciplined except for good and just cause. Progressive discipline does not preclude bypassing lesser disciplinary actions in cases of flagrant violations.

30.2 Progressive Discipline Steps

The following steps of progressive discipline will be used by the administration:

Step 1 Verbal Reprimand

An anecdotal record, initialed by both parties, will be given to the MBU at the time of initialing

Step 2 Written Reprimand

Step 3 Suspension with or without pay, not to exceed five (5) days

Step 4 Termination in accordance with O.R.C. 3319.15

ARTICLE 31 – TUITION REIMBURSEMENT

31.1 An MBU will receive reimbursement for eighty percent (80%) of the cost of his/her tuition, not to exceed two thousand dollars (\$2,000) per year. The total pool available for all FPEA members shall not exceed twenty thousand dollars (\$20,000) in one (1) fiscal year. To be eligible for reimbursement, classes must be approved by the LPDC.

31.2 Payment shall be made to the MBU no later than the second pay after the transcript has been received by the Superintendent/designee.

31.3 Tuition reimbursement for eligible MBUs will be on a first-come, first-served basis. Once the cap for the fiscal year has been reached, any MBU who did not receive the reimbursement, shall be placed at the beginning of the list for the next fiscal year's pool and his/her already completed classes will be reimbursed from the next fiscal year's budget.

31.4 How to Receive Tuition Reimbursement:

- A. Submit a coursework proposal form to the LPDC preferably prior to taking/paying for the course(s). The LPDC meets monthly on the second Monday of the month at 3:45 at the Board of Education Offices.
- B. Once you get approval from the LPDC and you have paid for the course, send a copy of the bill showing you paid for the course to the Human Resource Department.
- C. When the coursework is completed, order an original transcript from the accredited college.
- D. Submit your original transcripts and the original coursework proposal approval form from LPDC to the Human Resource Department. Human Resources will make a copy of the original transcript and keep it for the personnel file and will process the purchase order for the amount of the tuition reimbursement.
- E. Payment will be made to the bargaining unit member no later than the second pay after the above information is received by the Treasurer's Office.

ARTICLE 32 – COLLEGE CREDIT PLUS

- 32.1 The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to MBUs who are qualified to teach the course.

If no MBU is qualified, pursuant to the requirements of the program, the Board may arrange for such class(es) to be taught by non-MBUs.

ARTICLE 33 – EFFECTS

- 33.1 Contrary to Law

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued in a manner not permitted by 4117 O.R.C., such provision shall be inoperative but the remaining provisions hereof shall remain in effect.

- 33.2 Entire Agreement Clause

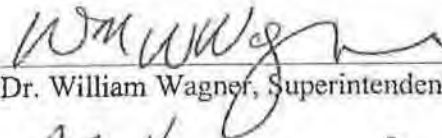
This contract together with any appendices attached hereto, supersedes all previous agreements, verbal or written, between the Board and the FPEA and constitutes the entire agreement between the parties.

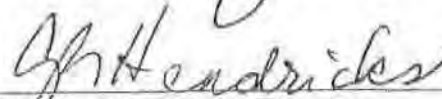
Ratified by: Fairview Park Board of Education
Fairview Park Education Association

3-15-16
3-15-16

Fairview Park Board of Education

By:


Dr. William Wagner, Superintendent

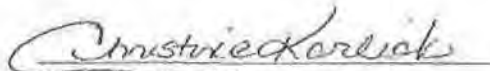

Ms. Amy Hendricks, Treasurer

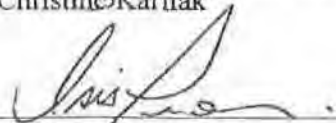
Fairview Park Education Association

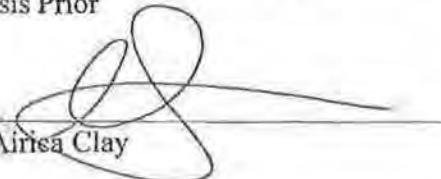
By:


Robin Schlesinger


Craig Cohan


Christine Karliak


Isis Prior


Airica Clay

Date: 06-02-16

Date: 6/1/16

Appendix A – FAIRVIEW PARK SCHOOLS – TEACHERS’ SALARY SCHEDULE TRAINING LEVELS DESCRIPTION

Level I	Bachelor’s degree.
Level II	Bachelor’s degree plus nine semester hours of graduate credit of which six shall be in the teaching field.
Level III	Bachelor’s degree plus eighteen semester hours of graduate credit of which twelve hours shall be in the teaching field, or a minimum of 150 hours of undergraduate credits. (Five years of training.)
Level IV	Bachelor’s degree plus thirty semester hours of graduate credits of which eighteen shall be in the teaching field; or two bachelor’s degrees, one in education and one in the teaching field or in liberal arts.
Level V	A master’s degree not in the teaching field but including a minimum of twelve semester hours of graduate credit in the teaching field.
Level VI	Master’s degree in the teaching field.
Level VII	Master’s degree plus nine semester hours of graduate credit. If the master’s degree is not in the teaching field, six of the nine hours must be in the teaching field.
Level VIII	Master’s degree plus eighteen semester hours of graduate credit. If the master’s degree is not in the teaching field, nine of the eighteen hours must be in the teaching field.
Level IX	Master’s degree plus thirty semester hours of graduate credit. If the master’s degree is not in the teaching field, twelve of the thirty hours must be in the teaching field.
Level X	Doctor’s degree or Educational Specialist degree in education or in the teaching field.

Graduate credit to move to Levels II through IV must be earned after teacher has received the bachelor’s degree. Graduate credit to move to Levels VII through IX must be earned after teacher has received the master’s degree.

- EXCEPTIONS:
1. If the Superintendent recommends that a teacher take a specific undergraduate course, it shall be counted as graduate credit for salary purposes.
 2. Teachers who seem to be particularly qualified to enter into such fields as guidance, supervision or administration may be permitted by the Superintendent with specific approval of the Board of Education to follow a course of study leading to certification with the credits counting fully for salary purposes.
 3. The Superintendent may approve departure from the scheduled requirements concerning graduate credits in the teaching field if a teacher is following a university-prescribed program of studies which will ultimately meet the requirements.

Appendix B – FAIRVIEW PARK SCHOOLS SALARY SCHEDULE INDEX

Step	BA	BA+9	BA+18	BA+30	MA-1	MA-2	MA+9	MA+18	MA+30	PHD/EDS
0	1	1.02622	1.0612	1.0875	1.0875	1.105	1.13122	1.1575	1.1925	1.2625
1	1.048	1.07552	1.1121	1.1397	1.1397	1.158	1.18552	1.2131	1.2497	1.3231
2	1.0983	1.12712	1.16562	1.1944	1.1944	1.21362	1.2424	1.2713	1.30972	1.38662
3	1.151	1.1812	1.22152	1.2517	1.2517	1.27192	1.30202	1.3323	1.3726	1.4532
4	1.2062	1.23792	1.28012	1.3118	1.3118	1.33292	1.36452	1.39632	1.43852	1.52292
5	1.2641	1.29732	1.34152	1.3748	1.3748	1.39692	1.43	1.46332	1.5075	1.596
6	1.3248	1.35962	1.4059	1.4408	1.4408	1.46401	1.4987	1.53352	1.57992	1.6726
7	1.38842	1.42482	1.47342	1.50992	1.50991	1.53422	1.57062	1.60712	1.65572	1.75292
8	1.455	1.4932	1.54412	1.58242	1.58242	1.60792	1.64602	1.6843	1.73522	1.837
9	1.5248	1.56492	1.61832	1.65842	1.65842	1.68512	1.725	1.76512	1.81852	1.9252
10	1.59802	1.64001	1.69592	1.738	1.738	1.76592	1.8078	1.8498	1.90582	2.01762
11	1.67473	1.71872	1.7773	1.82142	1.82142	1.8507	1.89462	1.9386	1.99722	2.1145
12	1.67473	1.71872	1.7773	1.82142	1.90872	1.93951	1.9855	2.0317	2.0931	2.21602
13	1.67473	1.71872	1.7773	1.82142	1.90872	1.93951	1.9855	2.0317	2.0931	2.21602
14	1.69482	1.7393	1.79862	1.84332	1.93162	1.96282	2.0093	2.05612	2.11822	2.24262
15	1.69482	1.7393	1.79862	1.84332	1.93162	1.96282	2.0093	2.05612	2.11822	2.24262
16	1.71492	1.75992	1.82	1.8651	1.9545	1.98601	2.0332	2.08042	2.14332	2.2692
17	1.71492	1.75992	1.82	1.8651	1.9545	1.98601	2.0332	2.08042	2.14332	2.28922
18	1.7389	1.78392	1.84402	1.8891	1.97852	2.01	2.05722	2.10442	2.1673	2.29322
19	1.7389	1.78392	1.84402	1.8891	1.97852	2.01	2.05722	2.10442	2.1673	2.29322
20	1.7561	1.80212	1.8637	1.9099	2.00142	2.03372	2.082	2.1304	2.19482	2.32362
21	1.7561	1.80212	1.8637	1.9099	2.00142	2.03372	2.082	2.1304	2.19482	2.32362
22	1.78012	1.82612	1.88772	1.93392	2.02542	2.0577	2.10602	2.15442	2.21882	2.3476
23	1.78012	1.82612	1.88772	1.93392	2.02542	2.0577	2.10602	2.15442	2.21882	2.3476
24	1.79822	1.84542	1.90842	1.9557	2.04942	2.0825	2.132	2.1815	2.2475	2.37962
25	1.79822	1.84542	1.90842	1.9557	2.04942	2.0825	2.132	2.1815	2.2475	2.37962
26	1.8198	1.86752	1.9313	1.97922	2.07402	2.10752	2.1576	2.20772	2.2745	2.40822

Appendix C

2016-2017 Salary Schedule

*\$500 one-time signing bonus per MBU in 2016-2017

*2.00% increase

	BA	BA+9	BA+18	BA+30	MA-1	MA-2	MA+9	MA+18	MA+30	PHD/EDS
	I	II	III	IV	V	VI	VII	VIII	IX	X
0	41,795	42,891	44,353	45,452	45,452	46,183	47,279	48,378	49,841	52,766
1	43,801	44,951	46,480	47,634	47,634	48,399	49,549	50,702	52,231	55,299
2	45,903	47,108	48,717	49,920	49,920	50,723	51,926	53,134	54,740	57,954
3	48,106	49,368	51,053	52,315	52,315	53,160	54,418	55,683	57,368	60,736
4	50,413	51,739	53,503	54,827	54,827	55,709	57,030	58,359	60,123	63,650
5	52,833	54,221	56,069	57,460	57,460	58,384	59,767	61,159	63,006	66,705
6	55,370	56,825	58,760	60,218	60,218	61,188	62,638	64,093	66,033	69,906
7	58,029	59,550	61,582	63,107	63,107	64,123	65,644	67,170	69,201	73,263
8	60,812	62,408	64,536	66,137	66,137	67,203	68,795	70,395	72,524	76,777
9	63,729	65,406	67,638	69,314	69,314	70,430	72,096	73,773	76,005	80,464
10	66,789	68,544	70,881	72,640	72,640	73,807	75,557	77,312	79,654	84,326
11	69,995	71,834	74,282	76,126	76,126	77,350	79,186	81,024	83,474	88,376
12	69,995	71,834	74,282	76,126	79,775	81,062	82,984	84,915	87,481	92,619
13	69,995	71,834	74,282	76,126	79,775	81,062	82,984	84,915	87,481	92,619
14	70,835	72,694	75,173	77,042	80,732	82,036	83,979	85,936	88,531	93,730
15	70,835	72,694	75,173	77,042	80,732	82,036	83,979	85,936	88,531	93,730
16	71,675	73,556	76,067	77,952	81,688	83,005	84,978	86,951	89,580	94,841
17	71,675	73,556	76,067	77,952	81,688	83,005	84,978	86,951	89,580	95,678
18	72,677	74,559	77,071	78,955	82,692	84,008	85,982	87,954	90,582	95,845
19	72,677	74,559	77,071	78,955	82,692	84,008	85,982	87,954	90,582	95,845
20	73,396	75,320	77,893	79,824	83,649	84,999	87,017	89,040	91,733	97,116
21	73,396	75,320	77,893	79,824	83,649	84,999	87,017	89,040	91,733	97,116
22	74,400	76,323	78,897	80,828	84,652	86,002	88,021	90,044	92,736	98,118
23	74,400	76,323	78,897	80,828	84,652	86,002	88,021	90,044	92,736	98,118
24	75,157	77,129	79,762	81,738	85,656	87,038	89,107	91,176	93,934	99,456
25	75,157	77,129	79,762	81,738	85,656	87,038	89,107	91,176	93,934	99,456
26	76,059	78,053	80,719	82,721	86,684	88,084	90,177	92,272	95,063	100,652

Appendix D

2017-2018 Salary Schedule*

*2.00% increase

	BA	BA+9	BA+18	BA+30	MA-1	MA-2	MA+9	MA+18	MA+30	PHD/EDS
	I	II	III	IV	V	VI	VII	VIII	IX	X
0	42,631	43,749	45,240	46,361	46,361	47,107	48,225	49,345	50,837	53,822
1	44,677	45,850	47,410	48,587	48,587	49,367	50,540	51,716	53,276	56,405
2	46,822	48,050	49,692	50,918	50,918	51,738	52,965	54,197	55,835	59,113
3	49,068	50,356	52,075	53,361	53,361	54,223	55,506	56,797	58,515	61,951
4	51,422	52,774	54,573	55,923	55,923	56,824	58,171	59,527	61,326	64,924
5	53,890	55,306	57,190	58,609	58,609	59,552	60,962	62,383	64,266	68,039
6	56,478	57,962	59,935	61,423	61,423	62,412	63,891	65,375	67,354	71,305
7	59,190	60,742	62,813	64,369	64,369	65,405	66,957	68,513	70,585	74,729
8	62,028	63,657	65,827	67,460	67,460	68,547	70,171	71,803	73,974	78,313
9	65,004	66,714	68,991	70,700	70,700	71,838	73,538	75,249	77,525	82,073
10	68,125	69,915	72,299	74,093	74,093	75,283	77,068	78,859	81,247	86,013
11	71,395	73,271	75,768	77,649	77,649	78,897	80,770	82,644	85,143	90,143
12	71,395	73,271	75,768	77,649	81,371	82,683	84,644	86,613	89,231	94,471
13	71,395	73,271	75,768	77,649	81,371	82,683	84,644	86,613	89,231	94,471
14	72,252	74,148	76,677	78,583	82,347	83,677	85,658	87,654	90,302	95,605
15	72,252	74,148	76,677	78,583	82,347	83,677	85,658	87,654	90,302	95,605
16	73,109	75,027	77,588	79,511	83,322	84,666	86,677	88,690	91,372	96,738
17	73,109	75,027	77,588	79,511	83,322	84,666	86,677	88,690	91,372	97,592
18	74,131	76,050	78,612	80,534	84,346	85,688	87,701	89,714	92,394	97,762
19	74,131	76,050	78,612	80,534	84,346	85,688	87,701	89,714	92,394	97,762
20	74,864	76,826	79,451	81,421	85,323	86,700	88,758	90,821	93,567	99,058
21	74,864	76,826	79,451	81,421	85,323	86,700	88,758	90,821	93,567	99,058
22	75,888	77,849	80,475	82,445	86,346	87,722	89,782	91,845	94,591	100,081
23	75,888	77,849	80,475	82,445	86,346	87,722	89,782	91,845	94,591	100,081
24	76,660	78,672	81,358	83,373	87,369	88,779	90,889	93,000	95,813	101,446
25	76,660	78,672	81,358	83,373	87,369	88,779	90,889	93,000	95,813	101,446
26	77,580	79,614	82,333	84,376	88,418	89,846	91,981	94,117	96,964	102,665

Appendix E

2018-2019 Salary Schedule*

*1.00% increase

	BA	BA+9	BA+18	BA+30	MA-1	MA-2	MA+9	MA+18	MA+30	PHD/EDS
	I	II	III	IV	V	VI	VII	VIII	IX	X
0	43,057	44,186	45,692	46,824	46,824	47,578	48,707	49,838	51,345	54,359
1	45,124	46,309	47,884	49,072	49,072	49,860	51,045	52,232	53,808	56,969
2	47,290	48,530	50,188	51,427	51,427	52,255	53,494	54,738	56,393	59,704
3	49,559	50,859	52,595	53,894	53,894	54,765	56,061	57,365	59,100	62,570
4	51,935	53,301	55,118	56,482	56,482	57,392	58,752	60,121	61,938	65,572
5	54,428	55,859	57,762	59,195	59,195	60,147	61,572	63,006	64,908	68,719
6	57,042	58,541	60,534	62,037	62,037	63,036	64,530	66,029	68,027	72,017
7	59,781	61,348	63,441	65,013	65,012	66,059	67,626	69,198	71,290	75,475
8	62,648	64,293	66,485	68,134	68,134	69,232	70,873	72,521	74,713	79,096
9	65,653	67,381	69,680	71,407	71,407	72,556	74,273	76,001	78,300	82,893
10	68,806	70,614	73,021	74,833	74,833	76,035	77,838	79,647	82,059	86,873
11	72,109	74,003	76,525	78,425	78,425	79,686	81,577	83,470	85,994	91,044
12	72,109	74,003	76,525	78,425	82,184	83,509	85,490	87,479	90,123	95,415
13	72,109	74,003	76,525	78,425	82,184	83,509	85,490	87,479	90,123	95,415
14	72,974	74,889	77,443	79,368	83,170	84,513	86,514	88,530	91,204	96,560
15	72,974	74,889	77,443	79,368	83,170	84,513	86,514	88,530	91,204	96,560
16	73,839	75,777	78,364	80,306	84,155	85,512	87,543	89,577	92,285	97,705
17	73,839	75,777	78,364	80,306	84,155	85,512	87,543	89,577	92,285	98,567
18	74,872	76,810	79,398	81,339	85,189	86,545	88,578	90,610	93,317	98,739
19	74,872	76,810	79,398	81,339	85,189	86,545	88,578	90,610	93,317	98,739
20	75,612	77,594	80,245	82,235	86,175	87,566	89,645	91,729	94,502	100,048
21	75,612	77,594	80,245	82,235	86,175	87,566	89,645	91,729	94,502	100,048
22	76,647	78,627	81,280	83,269	87,209	88,598	90,679	92,763	95,536	101,081
23	76,647	78,627	81,280	83,269	87,209	88,598	90,679	92,763	95,536	101,081
24	77,426	79,458	82,171	84,207	88,242	89,666	91,798	93,929	96,771	102,459
25	77,426	79,458	82,171	84,207	88,242	89,666	91,798	93,929	96,771	102,459
26	78,355	80,410	83,156	85,219	89,301	90,743	92,900	95,058	97,933	103,691

Appendix F – FAIRVIEW PARK SCHOOLS - ATHLETIC SUPPLEMENTALS SALARY SCHEDULE

Position			Position			Position			Position			Position		
Football - Head Swimming B&G			Track B&G			Wrestling Head Basketball Head Boys Basketball Head Girls			Cross Country B&G			Volleyball		
Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.185	\$6,562.69	1	0.165	\$5,853.21	1	0.15	\$5,321.10	1	0.137	\$4,859.94	1	0.13	\$4,611.62
2	0.185	\$6,562.69	2	0.165	\$5,853.21	2	0.15	\$5,321.10	2	0.137	\$4,859.94	2	0.13	\$4,611.62
3	0.185	\$6,562.69	3	0.165	\$5,853.21	3	0.15	\$5,321.10	3	0.137	\$4,859.94	3	0.13	\$4,611.62
4	0.2	\$7,094.80	4	0.18	\$6,385.32	4	0.17	\$6,030.58	4	0.15	\$5,321.10	4	0.145	\$5,143.73
5	0.2	\$7,094.80	5	0.18	\$6,385.32	5	0.17	\$6,030.58	5	0.15	\$5,321.10	5	0.145	\$5,143.73
6	0.2	\$7,094.80	6	0.18	\$6,385.32	6	0.17	\$6,030.58	6	0.15	\$5,321.10	6	0.145	\$5,143.73
7	0.2	\$7,094.80	7	0.18	\$6,385.32	7	0.17	\$6,030.58	7	0.15	\$5,321.10	7	0.145	\$5,143.73
8	0.25	\$8,868.50	8	0.225	\$7,981.65	8	0.21	\$7,449.54	8	0.19	\$6,740.06	8	0.185	\$6,562.69
9	0.25	\$8,868.50	9	0.225	\$7,981.65	9	0.21	\$7,449.54	9	0.19	\$6,740.06	9	0.185	\$6,562.69
10	0.25	\$8,868.50	10	0.225	\$7,981.65	10	0.21	\$7,449.54	10	0.19	\$6,740.06	10	0.185	\$6,562.69
11	0.3	\$10,642.20	11	0.28	\$9,932.72	11	0.259	\$9,187.77	11	0.232	\$8,229.97	11	0.227	\$8,052.60

Position		
Asst. Football		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.125	\$4,434.25
2	0.125	\$4,434.25
3	0.125	\$4,434.25
4	0.175	\$6,207.95
5	0.175	\$6,207.95
6	0.175	\$6,207.95
7	0.175	\$6,207.95
8	0.18	\$6,385.32
9	0.18	\$6,385.32
10	0.18	\$6,385.32
11	0.215	\$7,626.91

Position		
Asst. Swimming B&G		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.125	\$4,434.25
2	0.125	\$4,434.25
3	0.125	\$4,434.25
4	0.135	\$4,788.99
5	0.135	\$4,788.99
6	0.135	\$4,788.99
7	0.135	\$4,788.99
8	0.175	\$6,207.95
9	0.175	\$6,207.95
10	0.175	\$6,207.95
11	0.21	\$7,449.54

Position		
Soccer - Head Boys Soccer - Head Girls Baseball - Head Softball - Head		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.124	\$4,398.78
2	0.124	\$4,398.78
3	0.124	\$4,398.78
4	0.135	\$4,788.99
5	0.135	\$4,788.99
6	0.135	\$4,788.99
7	0.135	\$4,788.99
8	0.17	\$6,030.58
9	0.17	\$6,030.58
10	0.17	\$6,030.58
11	0.205	\$7,272.17

Position		
Wrestling Asst. Basketball Asst. Boys Basketball Asst. Girls		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.107	\$3,795.72
2	0.107	\$3,795.72
3	0.107	\$3,795.72
4	0.12	\$4,256.88
5	0.12	\$4,256.88
6	0.12	\$4,256.88
7	0.12	\$4,256.88
8	0.15	\$5,321.10
9	0.15	\$5,321.10
10	0.15	\$5,321.10
11	0.181	\$6,420.79

Position		
M.S. Football - Head		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.094	\$3,334.56
2	0.094	\$3,334.56
3	0.094	\$3,334.56
4	0.102	\$3,618.35
5	0.102	\$3,618.35
6	0.102	\$3,618.35
7	0.102	\$3,618.35
8	0.106	\$3,760.24
9	0.106	\$3,760.24
10	0.106	\$3,760.24
11	0.159	\$5,640.37

Position		
Asst. Volleyball		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.093	\$3,299.08
2	0.093	\$3,299.08
3	0.093	\$3,299.08
4	0.1	\$3,547.40
5	0.1	\$3,547.40
6	0.1	\$3,547.40
7	0.1	\$3,547.40
8	0.13	\$4,611.62
9	0.13	\$4,611.62
10	0.13	\$4,611.62
11	0.155	\$5,498.47

Position		
Asst. Soccer Boys Asst. Soccer Girls Golf Baseball Asst. Softball Asst.		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.085	\$3,015.29
2	0.085	\$3,015.29
3	0.085	\$3,015.29
4	0.95	\$3,370.03
5	0.95	\$3,370.03
6	0.95	\$3,370.03
7	0.95	\$3,370.03
8	0.12	\$4,256.88
9	0.12	\$4,256.88
10	0.12	\$4,256.88
11	0.145	\$5,143.73

Position		
Tennis Girls - Head Tennis Boys - Head		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.083	\$2,944.34
2	0.083	\$2,944.34
3	0.083	\$2,944.34
4	0.09	\$3,192.66
5	0.09	\$3,192.66
6	0.09	\$3,192.66
7	0.09	\$3,192.66
8	0.094	\$3,334.56
9	0.094	\$3,334.56
10	0.094	\$3,334.56
11	0.14	\$4,966.36

Position		
Wrestling M.S. Asst./Diving B&G Basketball M.S. Boys Basketball M.S. Girls		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.075	\$2,660.55
2	0.075	\$2,660.55
3	0.075	\$2,660.55
4	0.085	\$3,015.29
5	0.085	\$3,015.29
6	0.085	\$3,015.29
7	0.085	\$3,015.29
8	0.105	\$3,724.77
9	0.105	\$3,724.77
10	0.105	\$3,724.77
11	0.131	\$4,647.09

Position		
Asst. Cross Country B&G M.S. Cross Country B&G Volleyball – M.S.		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.07	\$2,483.18
2	0.07	\$2,483.18
3	0.07	\$2,483.18
4	0.08	\$2,837.92
5	0.08	\$2,837.92
6	0.08	\$2,837.92
7	0.08	\$2,837.92
8	0.09	\$3,192.66
9	0.09	\$3,192.66
10	0.09	\$3,192.66
11	0.12	\$4,256.88

Position		
Track Boys and Girls M.S.		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.062	\$2,199.39
2	0.062	\$2,199.39
3	0.062	\$2,199.39
4	0.07	\$2,483.18
5	0.07	\$2,483.18
6	0.07	\$2,483.18
7	0.07	\$2,483.18
8	0.085	\$3,015.29
9	0.085	\$3,015.29
10	0.085	\$3,015.29
11	0.1	\$3,547.40

Position		
Tennis - Asst. Girls Tennis - Asst. Boys		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.055	\$1,951.07
2	0.055	\$1,951.07
3	0.055	\$1,951.07
4	0.059	\$2,092.97
5	0.059	\$2,092.97
6	0.059	\$2,092.97
7	0.059	\$2,092.97
8	0.061	\$2,163.91
9	0.061	\$2,163.91
10	0.061	\$2,163.91
11	0.092	\$3,263.61

Position		
Cheerleader H.S. Football Cheerleader H.S. Basketball		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.055	\$1,951.07
2	0.055	\$1,951.07
3	0.055	\$1,951.07
4	0.06	\$2,128.44
5	0.06	\$2,128.44
6	0.06	\$2,128.44
7	0.06	\$2,128.44
8	0.075	\$2,660.55
9	0.075	\$2,660.55
10	0.075	\$2,660.55
11	0.09	\$3,192.66

Position		
Cheerleader – M.S. Football Cheerleader – M.S. Basketball		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.045	\$1,596.33
2	0.045	\$1,596.33
3	0.045	\$1,596.33
4	0.05	\$1,773.70
5	0.05	\$1,773.70
6	0.05	\$1,773.70
7	0.05	\$1,773.70
8	0.055	\$1,951.07
9	0.055	\$1,951.07
10	0.055	\$1,951.07
11	0.076	\$2,696.02

Position		
Faculty Manager		
\$40.00 per Event		

Appendix F – FAIRVIEW PARK SCHOOLS – STUDENT-BASED SUPPLEMENTALS SALARY SCHEDULE

Position			Position			Position			Position			Position		
H.S. Band Drama 7-12			Leadership Team Member Gifted Coordinator			Yearbook			H.S. Student Council			Drill Team Advisor Dance Team Advisor H.S. Choral H.S. Orchestra		
Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount	Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.114	\$4,044.04	1	0.1	\$3,547.40	1	0.089	\$3,157.19	1	0.07	\$2,483.18	1	0.06	\$2,128.44
2	0.114	\$4,044.04	2	0.1	\$3,547.40	2	0.089	\$3,157.19	2	0.07	\$2,483.18	2	0.06	\$2,128.44
3	0.114	\$4,044.04	3	0.1	\$3,547.40	3	0.089	\$3,157.19	3	0.07	\$2,483.18	3	0.06	\$2,128.44
4	0.13	\$4,611.62	4	0.12	\$4,256.88	4	0.095	\$3,370.03	4	0.075	\$2,660.55	4	0.07	\$2,483.18
5	0.13	\$4,611.62	5	0.12	\$4,256.88	5	0.095	\$3,370.03	5	0.075	\$2,660.55	5	0.07	\$2,483.18
6	0.13	\$4,611.62	6	0.12	\$4,256.88	6	0.095	\$3,370.03	6	0.075	\$2,660.55	6	0.07	\$2,483.18
7	0.13	\$4,611.62	7	0.12	\$4,256.88	7	0.125	\$3,370.03	7	0.08	\$2,837.92	7	0.07	\$2,483.18
8	0.16	\$5,675.84	8	0.14	\$4,966.36	8	0.125	\$4,434.25	8	0.08	\$2,837.92	8	0.08	\$2,837.92
9	0.16	\$5,675.84	9	0.14	\$4,966.36	9	0.125	\$4,434.25	9	0.08	\$2,837.92	9	0.08	\$2,837.92
10	0.16	\$5,675.84	10	0.14	\$4,966.36	10	0.125	\$4,434.25	10	0.08	\$2,837.92	10	0.08	\$2,837.92
11	0.19	\$6,740.06	11	0.173	\$6,137.00	11	0.145	\$5,143.73	11	0.1	\$3,547.40	11	0.1	\$3,547.40

Position		
Footprints Academic Team		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.055	\$1,951.07
2	0.055	\$1,951.07
3	0.055	\$1,951.07
4	0.06	\$2,128.44
5	0.06	\$2,128.44
6	0.06	\$2,128.44
7	0.06	\$2,128.44
8	0.075	\$2,660.55
9	0.075	\$2,660.55
10	0.075	\$2,660.55
11	0.09	\$3,192.66

Position		
Student Council Elem & M.S. Asst. Drama		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.054	\$1,915.60
2	0.054	\$1,915.60
3	0.054	\$1,915.60
4	0.06	\$2,128.44
5	0.06	\$2,128.44
6	0.06	\$2,128.44
7	0.06	\$2,128.44
8	0.07	\$2,483.18
9	0.07	\$2,483.18
10	0.07	\$2,483.18
11	0.085	\$3,015.29

Position		
Mosaic Club Advisor Key Club Synchronettes		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.048	\$1,702.75
2	0.048	\$1,702.75
3	0.048	\$1,702.75
4	0.05	\$1,773.70
5	0.05	\$1,773.70
6	0.05	\$1,773.70
7	0.05	\$1,773.70
8	0.065	\$2,305.81
9	0.065	\$2,305.81
10	0.065	\$2,305.81
11	0.08	\$2,837.92

Position		
Science Fair		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.041	\$1,454.43
2	0.041	\$1,454.43
3	0.041	\$1,454.43
4	0.045	\$1,596.33
5	0.045	\$1,596.33
6	0.045	\$1,596.33
7	0.045	\$1,596.33
8	0.055	\$1,951.07
9	0.055	\$1,951.07
10	0.055	\$1,951.07
11	0.07	\$2,483.18

Position		
Drama Tech Asst. Musical Vocal Director Musical Choreographer Musical Pit Director		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.035	\$1,241.59
2	0.035	\$1,241.59
3	0.035	\$1,241.59
4	0.04	\$1,418.96
5	0.04	\$1,418.96
6	0.04	\$1,418.96
7	0.04	\$1,418.96
8	0.05	\$1,773.70
9	0.05	\$1,773.70
10	0.05	\$1,773.70
11	0.06	\$2,128.44

Position		
Chorus M.S.		
Class Advisor 11 & 12		
M.S. Band		
National Honor Society		
Orchestra M.S.		
Step	Year % of Base or Set Amount	Base Year Amount
1	0.029	\$1,028.75
2	0.029	\$1,028.75
3	0.029	\$1,028.75
4	0.03	\$1,064.22
5	0.03	\$1,064.22
6	0.03	\$1,064.22
7	0.03	\$1,064.22
8	0.04	\$1,418.96
9	0.04	\$1,418.96
10	0.04	\$1,418.96
11	0.05	\$1,773.70

Position		
Class Advisor 9 & 10		
Newspaper		
Trip. Coord. M.S.		
Elem. Outdoor School Pro. Coord.		
Safety Patrol Supervisor		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.022	\$780.43
2	0.022	\$780.43
3	0.022	\$780.43
4	0.025	\$886.85
5	0.025	\$886.85
6	0.025	\$886.85
7	0.025	\$886.85
8	0.03	\$1,064.22
9	0.03	\$1,064.22
10	0.03	\$1,064.22
11	0.04	\$1,418.96

Position		
Power of the Pen	Ski Club	
French/Spanish	Ecology	
Ecology	Tech Club	
Pep Band	Builders Club	
Broadcast Club	Musical Suppl./Elem.	
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.016	\$567.58
2	0.016	\$567.58
3	0.016	\$567.58
4	0.025	\$886.85
5	0.025	\$886.85
6	0.025	\$886.85
7	0.025	\$886.85
8	0.025	\$886.85
9	0.025	\$886.85
10	0.025	\$886.85
11	0.03	\$1,064.22

Position		
Summer Guidance/Day		
Librarians-Summer K-		
12/Day		
Summer Psych./Day		
Step	Base Year % of Base or Set Amount	Base Year Amount
1	0.006	\$212.84
2	0.006	\$212.84
3	0.006	\$212.84
4	0.007	\$248.32
5	0.007	\$248.32
6	0.007	\$248.32
7	0.007	\$248.32
8	0.008	\$283.79
9	0.008	\$283.79
10	0.008	\$283.79
11	0.01	\$354.74

Appendix G - FAIRVIEW PARK SCHOOLS - GRIEVANCE REPORT FORM

Grievant: _____

Date of Occurrence of Grievance: _____

STEP I

- Immediate Supervisor with whom Grievance was Discussed: _____
- Date of Discussion of Grievance with Immediate Supervisor: _____

STEP II

- Article/Section of Negotiated Agreement that has been Violated, Misinterpreted or Misapplied: _____

- Indicate in Specific Terms how the Grievance Occurred: _____

- Signature of Grievant: _____ Date of Submission of Grievance: _____

- Immediate Supervisor's Disposition of Grievance: _____

- Signature of Immediate Supervisor: _____ Date: _____

STEP III

- Signature of Grievant: _____ Date of Submission to Superintendent: _____
- Disposition of Grievance by Superintendent: _____

- Signature of Superintendent: _____ Date: _____

STEP IV

- Signature of Grievant: _____
- Concurrence of FPEA: _____ Date of Submission of Grievance: _____
(Signature of FPEA President)
- Position of FPEA: _____

Appendix H – FAIRVIEW PARK SCHOOLS – APPLICATION FOR SICK LEAVE

Employee's Name _____ Date Submitted _____

School Assigned _____ Approved _____ Disapproved _____

Date _____

By _____

The undersigned hereby applies for use of sick leave as provided in Revised Code 3319.141 for the following reason:

- [illegible]

2. If A, B, or C is checked above, was medical attention required? Yes _____ No _____

3. If "yes," please state the name and address of the physician and the dates consulted.

Name _____

Address _____

Date(s) Consulted _____

4. If D or E is checked above, please give the name, address, and relationship of such member of your immediate family.

Name _____

Address _____

Relationship _____

5. I hereby request _____ day(s) of sick leave beginning _____ a.m.; p.m.

_____, 20_____, and ending _____ a.m.; p.m.

(Date)

_____, 20____

(Date)

Signature of Employee _____

Appendix I - FAIRVIEW PARK SCHOOLS - NOTIFICATION OF PERSONAL LEAVE

This is notification that I will be using _____ day(s) of personal
leave on _____ 20_____.

Date

Employee's Signature

Advance notice to the Superintendent must be given by the employee whenever possible, or be telephoned in case of emergency. Personal leave may not be used for absences covered under the sick leave provisions of the Ohio Revised Code. No such personal leave may be used to extend a vacation or holiday.