07/19/2023
0474-01
22-MED-02-0130
43307

CONTRACT

between the

FAIRVIEW PARK
BOARD OF EDUCATION

and the

FAIRVIEW PARK
EDUCATION ASSOCIATION

July 1, 2023 through June 30, 2026

TABLE OF CONTENTS

Article			Page
1	Effective Date and Duration – Preamble		1
	1.1	Preamble	1
2	Recognition		1-2
3	Negotiating Procedure		2-3
4	Grievance Procedure		3-6
	4.1	Definition	3
	4.2	Procedure	4-5
	4.3	Miscellaneous	5-6
	4.4	Time Limits	6
5	Conditional Employee Records Check		6
6	Paydays and Payroll Deductions		6-8
	6.4	Supplemental Pay	7-8
7	Association Rights		9-13
	7.1	Association Leave	9
	7.2	Board Meetings and Public Records	9
	7.3	Association Activities During Lunch	9
	7.4	Use of Facilities and Resources	9
	7.5	Information	10
	7.6	FPEA Dues Deduction	10-11
	7.7	Association Time	11
	7.8	Personal and Academic Freedom	11
	7.9	Bargaining Unit Rosters	12
	7.10	Board Policy/Rules	12
	7.11	School Calendar	12
	7.12	Labor-Management Committee	12
	7.13	Continuing Contract Eligibility	12-13

Article			Page
8	Leaves		13-21
	8.1	Sick Leave	13-14
	8.1.1	Sick Leave Incentive	14
	8.2	Sick Leave Donation Plan	15
	8.3	Personal Leave	15-16
	8.4	Child-Rearing Leave	16-17
	8.5	Military Service/Active Duty Reserves	17
	8.6	Leave of Absence Under Family Medical Leave Act	17-18
	8.7	Leave of Absence for Professional Improvement	18-19
	8.8	Attendance at Professional Meetings	19
	8.9	Jury Leave	19-20
	8.10	Assault Leave	20
	8.11	Unpaid Leaves of Absence per ORC Section 3319.13	20-21
9	Evaluation		21-28
	9.02	Application	21-22
	9.03	Evaluators	22
	9.04	Evaluation Committee	22
	9.05	Orientation	22
	9.06	Performance Assessment	22-23
	9.07	High Quality Student Data	23-24
	9.08	Schedule of Evaluation	24-25
	9.09	Observations	25-26
	9.10	Informal Observations	26
	9.11	Finalization of Evaluation	26-27
	9.12	Professional Growth and Improvement Plans	27-28
	9.13	Poorly Performing Teachers	28
	9.14	Personnel Action	28
	9.15	Right to Evaluate	28
10	Teaching Day and Hours		28-32
11	Position Sharing		32-33
12	Complaints		33-34
13	Personnel Files		34-35

Article		Page
14	Retirement Benefits	35-39
	14.1 Severance Pay	35
	14.2 Retirement Incentive	35-37
	14.3 Limited Retirement Incentive	37-38
	14.4 403(b) Special Pay Plan	38-39
15	Salary Schedule	39-40
16	Supplemental Salaries	40
17	Hospitalization and Major Medical	41-43
	17.4 Coverages	42
	17.6 Spousal Surcharge	42-43
18	Dental Insurance	43
	18.2 Premium Contributions	43
19	Life Insurance	43-44
	19.2 Premium Contributions	44
20	School Year	44
21	Multiple School Assignments	44
22	Special Salaries	45
23	Reduction in Force	45-49
24	Chronic Communicable Disease	49
25	Notice of Vacancies	49
26	Class Size	50
27	Inclusion	50-51
28	Resident Educator/Mentoring and Entry-Year Program	51-53
	28.1 Mentors	52

Article Page

29 Local Professional Development Committee 54-55

30 Employment of Retired MBUs 55

31 Progressive Discipline 56-57

31.2 Progressive Discipline Steps 56
31.3 Due Process 56-57

32 Tuition Reimbursement 57-58

32.4 How to Receive Tuition Reimbursement 58

33 College Credit Plus 58

34 New Initiatives and Programs 58-59

34.2 Student Mentoring Program 58-59

35 Effects 59

35.1 Contrary to Law 59
35.2 Entire Agreement Clause 59

Appendix

A. Training Levels Description 60

B. Salary Schedule Index 61

C. Salary Schedule 2023-2024 62

D. Salary Schedule 2024-2025 63

E. Salary Schedule 2025-2026 64

F. Supplemental Salary Schedule 65-67

G. Grievance Report Form 68-69

H. Insurance Eligibility Affidavit 70

I. Casual Sub Calculation Sheet 71

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, 2023. It shall remain in effect through June 30, 2026.

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. Recognition of the FPEA shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of Ohio Revised Code §4117.05 and §4117.07. 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 the Board or the FPEA may initiate negotiations by serving written notice to the other party not more than one-hundred fifty (150) days nor less than one-hundred twenty (120) days prior to the expiration of this agreement. No negotiations meetings shall begin prior to the one-hundred fiftieth (150^{th}) day of the expiration of this Agreement in the year in which this Agreement expires. All meetings shall be mutually scheduled. The date, time, and place for the next meeting will be established before adjournment of each meeting, except 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. 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, 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.

B. Within five (5) days of the receipt of Step III of the Grievance Report Form (Appendix G), the Superintendent 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.

I. An FPEA representative shall have the right to be present during all meetings at all levels of the grievance procedure.

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 to the grievant(s) and the FPEA President(s).

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 (1^{st}) and fifteenth (15^{th}) 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 1^{st} pay in January and the first pay in July which will occur on the 1^{st} 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. OEA Fund ($2 monthly minimum) – Beginning in October and then Monthly

9. Fairview Park Education Foundation

10. Friends of Fairview Park

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 Leadership Team Members, shall be paid one-half (½) in the first pay in January and one-half (½) in the second pay in June.

B. A Leadership Team (LT) supplemental 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 by direct deposit 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. OEA Bargaining Boot Camps or similar single topic collective bargaining workshop 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.

D. Release time may be provided for the Association President to conduct Association business during the school day as needed by the Superintendent or designee.

7.2 Board Meetings and Public Records

The FPEA will have electronic access to Board agendas and minutes via the District's website.

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 school equipment; inter-school mail; and e-mail for Association meeting notifications and 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 1st and August 31st. 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

Deductions shall begin with the first pay period in October. Deduction of dues for any member hired or becoming eligible for membership after October 1 shall begin the next available pay upon receipt of written authorization to the Board Treasurer.

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

C. 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, 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.

7.7 Association Time

The Association shall be provided time on the agenda during one of the first teacher workdays and new teacher orientation to communicate with teachers.

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. Association representatives shall be appointed by the Association. Items for consideration by TEA shall be presented to the building principal for discussion prior to being placed on the TEA agenda. Upon mutual agreement, TEA meetings can be cancelled. 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.

7.14 In a negotiating year, release time may be given to the President or designee up to three (3) additional days upon approval from the Superintendent.

ARTICLE 8 – LEAVES

8.1 Sick Leave

A. 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, or serious injury or death of the MBU's father, mother, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, child living outside the household, grandchild, sister or brother.

Breakdown of sick leave increments are as follows:

¼ day = 1 to 115 minutes
½ day = 116 to 230 minutes
¾ day = 231 to 345 minutes
1 day = 346 to 460 minutes

B. An MBU may use up to five (5) days of available sick leave in connection with the pregnancy of a daughter/daughter-in-law during the first two (2) weeks immediately following the birth. Additional days may be granted by the Superintendent.

C. Within one (1) school year, any MBU shall be advanced five (5) days sick leave, upon request to the Superintendent or designee, 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.

1. Bargaining unit members are responsible for knowing their sick leave balance.

2. Any bargaining unit member whose sick leave balance reaches two (2) or fewer days may make a written request for an advancement of up to five (5) days of sick leave. The request shall not exceed the number of days that can be accumulated prior to June 30.

3. Once the advancement has been made, any accrued days shall be used to repay the days used.

4. Advanced sick leave days are not subject to exchange per Section 8.3 (B).

D. 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.

Upon return to work, an MBU shall submit a doctor's note for any absence by reason of injury or illness of four (4) or more consecutive days in duration.

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

A. Definition

Catastrophic illness or injury is defined as a sudden and/or unexpected severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick, personal, and/or compensatory leave time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, serious mental health crisis or incapacitating complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

B. 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 year (defined as an FMLA rolling year), from other MBUs by contacting the FPEA President. The FPEA will establish a committee of four (4) members who will review and determine if the request is in compliance with this provision and will be submitted to the membership for donations.

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 that such a request has been made. MBUs shall have the option of donating up to ten (10) sick leave days in any one school year to the MBU making the request. Any unused donated days up to a maximum of five (5) days shall remain with the MBU requesting the days. Any remaining days shall be returned to the donor. 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. The parties may choose to extend the sixty (60) day limit by mutual agreement.

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 (¼) 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:

Number of Unused Days	Stipend Amount
3	$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.

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. Two (2) sick days may be exchanged for one additional personal leave day in the event of unforeseen circumstances after exhaustion of personal leave. Such exchange requires a written request and approval by the Superintendent with an explanation for the need. This conversion is available one time per school year.

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 a semester. 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 no later than March 15. 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

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

B. A twelve (12) month period is defined as the twelve (12) month period measured forward from when the date the MBU's first paid or unpaid leave begins.

C. A birth mother may use up to six (6) weeks or eight (8) weeks of accrued sick leave immediately following the birth of her child dependent upon the method of delivery. The FMLA form will be completed for this leave. Additional accrued sick leave may be used for medical reasons of incapacitation as defined by FMLA, associated with the birth mother or child provided a physician's statement is submitted and the estimated length of leave is included within the physician's statement. The birth father may use up to ten (10) days of available sick leave during the first two (2) weeks following the birth of his child.

D. In cases in which the Board employs both the husband and wife, the total amount of paid or unpaid FMLA leave for the couple for the birth/bonding or placement of a child is limited to a total of twelve (12) weeks.

E. FMLA information and forms are available through the District website.

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 notification shall be provided to the MBU by Administration no less than one (1) week before the training when possible.* 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.

*If less than one (1) week notice is given, the MBU may decline attending.

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 Workers' 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.

8.11 Unpaid Leaves of Absence per Ohio Revised Code Section 3319.13

A. Upon the written request of an MBU, a Board of Education may grant a leave of absence for a period of not more than two consecutive school years for educational, professional, or other purposes.

B. Upon the written request of an MBU, a Board of Education shall grant such leave where illness or other disability is the reason for the request.

C. Upon subsequent request, such leave may be renewed by the Board.

D. Upon the return to service of an MBU at the expiration of a leave of absence, the MBU shall resume the contract status that the MBU held prior to the leave of absence.

ARTICLE 9 – EVALUATION

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

A. Evaluations will follow the same schedule and timelines as outlined in section 9.08 and 9.09.

B. MBUs who submit their resignations for retirement purposes on or before December 1 will not be subject to the requirements of this Article.

C. MBUs will develop a professional growth plan in accordance with section 9.12.

D. MBUs 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.

E. 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.

F. 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 and school counselors 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, 3319.12 and 3319.113 of the Ohio Revised Code and align to the framework for the evaluation of teachers and school counselors developed under sections 3319.112 and 3319.113 of the Ohio Revised Code. This procedure shall only apply to school counselors and 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 December 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 and school counselor 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 and OCES 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 Standards for the Teaching Profession 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.

C. A counselor's performance shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric and the criteria set forth in the evaluation instrument.

D. School counselor performance assessments shall be based on information and evidence provided by professional growth or improvement plans, formal and informal observations, and conferences that are set forth in this Section.

9.07 High Quality Student Data

As part of a full formal evaluation, at least two (2) measures of high quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level or subject area taught by the teacher, high quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high quality student data to demonstrate student learning.

Teachers will use high quality student data instruments within the approved collection for Fairview Park City Schools. The collection will be available to all staff members. Additional instruments may be submitted for consideration/approval to the Evaluation Committee per section 9.04. The submission must be received by no later than September 15th. The evaluation committee will meet prior to October 1st to approve or remove instruments during its annual review.

In any year the teacher is not formally evaluated, high quality student data will be part of the discussion during the final professional growth plan summative conference.

In accordance with guidance issued by the Ohio Department of Education, high quality student data may be used as evidence in any component of the evaluation related to the following:

A. Knowledge of the students to whom the teacher provides instruction.

B. The teacher's uses of differentiated instructional practices based on the needs or abilities of individual students.

C. Assessment of student learning.

D. The teacher's use of assessment data.

E. Professional responsibility and growth.

Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited. The use of student learning objectives is prohibited.

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) informal observations.

B. The final summative rating for counselors shall be based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System and shall be an accurate reflection of all in-cycle informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the counselor. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other, except that any area marked N/A shall not have a negative impact on the summative rating.

C. Any teacher or counselor 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) informal observations.

D. Evaluations shall be completed by May 1 and the final summative evaluation will be delivered to the MBU no later than May 10.

E. Teachers who receive a rating of "Accomplished" on their most recent evaluation shall be evaluated every three (3) years so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Teachers will participate in conferences with evaluator regarding the professional growth plan as stated in section 9.12. In any year the teacher is not formally evaluated based upon having previously been rated "Accomplished," a credentialed evaluator as defined in Section 9.03 shall conduct at least one (1) informal walkthrough observation of the teacher and hold at least one (1) in-person post-conference review with the teacher within five (5) workdays. The conference shall be in-person and may be combined with a scheduled conference of progress on the teacher's professional growth plan.

Counselors who have received a rating of "Accomplished" on their most recent evaluation shall be evaluated every three (3) school years provided the metric of student outcomes, for the most recent school year is skilled or higher on the evaluation rubric. In any school year the counselor is not formally evaluated, a credentialed evaluator as defined in Section 9.03, shall conduct at least one (1) observation of the counselor and hold at least one (1) conference with the counselor. The conference may be in-person at the MBU's request.

If the counselor's metric of student outcomes score is not skilled or higher on the evaluation rubric, the counselor will be formally evaluated in accordance with the procedure set forth in this Article during the subsequent school year.

F. Teachers who receive a rating of "Skilled" on their most recent evaluation shall be evaluated every two (2) years so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. Teachers will participate in conferences with evaluator regarding the professional growth plan as stated in section 9.12. In any year the teacher is not formally evaluated based upon having previously been rated "Skilled," a credentialed evaluator as defined in Section 9.03 shall conduct at least one (1) informal walkthrough observation of the teacher and hold at least one (1) in-person post-conference review with the teacher within five (5) workdays. The conference shall be in-person and may be combined with a scheduled conference of progress on the teacher's professional growth plan.

Counselors who have received a rating of "Skilled" on their most recent evaluation shall be evaluated every two (2) school years provided the metric of student outcomes, for the most recent school year is skilled or higher on the evaluation rubric. In any school year the counselor is not formally evaluated, a credentialed evaluator as defined in Section 9.16, shall conduct at least one (1) observation of the counselor and hold at least one (1) conference with the counselor. The conference may be in-person at the MBU's request.

If the counselor's metric of student outcomes score is not skilled or higher on the evaluation rubric, the counselor will be formally evaluated in accordance with the procedure set forth in this Article during the subsequent school year.

G. Any MBU who submits a notice of retirement on or before November 1 of the school year shall not be evaluated for that year.

H. Any MBU 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. They shall be scheduled collaboratively between MBU and evaluator.

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 Informal Observations

A. A minimum of two (2) informal observations for MBUs shall be conducted. An informal observation shall consist of at least five (5) consecutive minutes, but not more than thirty (30) minutes in duration.

B. An informal observation for counselors is of non-confidential activities during unannounced times.

C. The MBU shall be provided a copy of the walkthrough form no later than two (2) workdays following the informal observation.

9.11 Finalization of Evaluation

A. No later than May 10, a copy of the formal written evaluation report shall be given to the MBU and an in-person conference shall be held between the MBU 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 evaluation information provided to ODE through eTPES shall be in accordance with Ohio Revised Code 3319.111(G) and 3319.113.

E. The OTES/OCES 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 most recent performance rating was "Accomplished" will develop a professional growth plan.

2. Teachers whose most recent performance rating was "Skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator.

3. Counselors with a summative evaluation rating of accomplished will independently develop a professional growth plan.

4. Counselors with a summative evaluation rating of skilled or developing will develop a professional growth plan collaboratively with their credentialed evaluator. Counselors with a developing rating will have their professional growth plan approved by their evaluator.

5. All professional growth plans shall align to any District or building improvement plan required for the District or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015."

6. MBUs will participate in three conferences with their evaluator regarding their professional growth plan as follows: a beginning of the year conference, a mid-year conference, and a summative conference.

B. Improvement Plans

1. If an MBU 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 MBU and the evaluator. Due dates for desired level of performance shall be noted on the Improvement Plan.

2. If an MBU 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 MBU. Due dates for desired level of performance shall be noted on the Improvement Plan.

3. Additional informal observations may be held, as necessary, to assess the MBU'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 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 MBU 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. No later than one (1) week before the first teacher workday of each school year administration shall inform all MBUs the start and end times of the contractual workday for MBUs for their building.

A regular MBU workday shall include:

A. In kindergarten, not to exceed an average of three hundred thirty (330) minutes per day of assigned classes, fifteen (15) minutes for other pupil supervision duties, and forty (40) minutes duty-free lunch.

In kindergarten, MBUs shall receive an average of thirty (30) uninterrupted minutes for preparation and planning time, and forty-five (45) minutes of collaboration time per day.

If buses are not running on time (K-5) by September 15 of each calendar year, MBUs shall be compensated at the casual substitution rate for bus duty which exceeds the contractual workday according to Appendix I (Casual Substitution Per Minute).

B. For grades one (1) through five (5) classroom teachers of record, an average of three-hundred (300) minutes per day for assigned classes and forty-five (45) minutes for assigned duties which may include homeroom, corridor, lavatory, arrival, dismissal, bus, other assigned duties excluding cafeteria or noon playground supervision, and forty-five (45) minutes of collaboration time.

All MBUs in grades one (1) through five (5) shall receive a forty (40) minute duty free lunch.

Special teachers and non-specified MBUs with less than an average of three hundred (300) minutes per day of student contact time may be assigned to cafeteria and/or indoor recess supervision to meet the contact time. This is in addition to the forty-five (45) minutes for assigned duties which may include homeroom, corridor, lavatory, arrival, dismissal, bus, and other assigned duties, excluding noon playground supervision.

Specials will include, but shall not be limited to library, music, art, technology and physical education. Technology will be excluded as a special during the first two (2) and last two (2) rotations of the special schedule as well as during state mandated assessment administration days.

In grades one (1) through five (5), MBUs shall receive an average of thirty (30) uninterrupted minutes for preparation and planning time and forty-five (45) minutes of collaboration time per day.

C. In grades six (6) through twelve (12), three hundred (300) minutes per day for assigned classes not to exceed six (6) classes and mentoring. An additional 30 minutes will be allocated for assigned duties which may include study hall, homeroom, corridor class exchange time, lavatory, arrival, dismissal, bus, and other assigned duties.

MBUs in grades six (6) through twelve (12) shall receive a thirty (30) minute duty-free lunch and forty-five (45) minutes of collaboration time.

In grades six (6) through twelve (12), MBUs shall receive an average of forty-five (45) uninterrupted minutes daily per week for preparation and planning time.

D. The remainder of the MBU workday, not specified in Section A, B, and C above, shall be for collaborative time as directed by building administration, including but not limited to data review, clerical duties, pupil evaluation, pupil and/or parent conferences, and working with individual pupils.

Regular MBU Workday for Article 10.1, Sections A, B, C, D

MBU Workday	Kindergarten	Grades 1-5	Grades 6-12
Contact time (average)	330 minutes	300 minutes	300 minutes
Assigned Duties	15 minutes	45 minutes	30 minutes
Lunch	40 minutes	40 minutes	30 minutes
Planning (average)	30 minutes	30 minutes	45 minutes
Collaboration/Office Hours	45 minutes	45 minutes	45 minutes

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. Except for emergency situations, there shall be no regularly scheduled staff meetings before or after the MBU's contractual workday.

B. MBUs may serve on a school system committee appointed by the Superintendent 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 the building which the MBU is assigned. MBUs assigned to multiple buildings will attend the open house in his/her headquarter building.

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 seven hundred sixty-five (765) minutes per year as a school day casual substitute (or more if the MBU so agrees) 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 their contracted hours).

An MBU shall not be required to supervise another class while supervising their 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 seven hundred sixty-five (765) minutes. 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.

All MBUs shall be compensated for casual substitution in accordance with Appendix I (Casual Substitution Per Minute).

B. Payment for casual substitution shall be paid monthly so long as the documentation for payment is submitted to the Treasurer's office. Timesheets shall be turned in regularly, preferably monthly. All final timesheets for the year shall be turned in to the Treasurer's office before departure on the last day of the school year. Timesheets turned in more than 5 days after the last MBU workday of the school year will not be paid.

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. 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 Extended Detention will be posted annually. Up to four (4) MBUs will be chosen for the school year for detentions and up to four (4) members will be chosen for 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 Extended Detention or Morning/Afternoon Detention, at least two (2) educators will be assigned.

An MBU will be paid at the rate of fifteen dollars ($15) per half hour for Morning/Afternoon Detention and/or 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.

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

ARTICLE 11 – POSITION SHARING

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 A position sharing partnership shall last one (1) full school year and must be applied for on a yearly basis.

11.8 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.

11.9 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.

11.10 Neither the decision to approve/reject a request nor the position sharing plan is grievable.

ARTICLE 12 – COMPLAINTS

12.1 Complaint Processing

A. 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.

B. Either the MBU or the complainant may request the administrator be present at a meeting to discuss the complaint.

C. If the complainant refuses to give their name or refuses to attend the meeting described in 12.1 (B.), then the complaint will not be a matter of record nor be acted on. A matter of record means a written record by an administrator which will be placed in the MBU's personnel file based on a discipline higher than a verbal warning, Article 31. A formal complaint is defined as a written or verbal concern to an administrator that is initiated by someone with the specific intent of addressing and solving an issue about an MBU.

12.2 Complaint Resolution

A. Before a complaint can become a matter of record, the MBU will be informed within a reasonable period of time. An anonymous complaint may lead to an investigation, but the anonymous complaint cannot be a matter of record nor become part of the personnel file.

B. If an outcome of a complaint becomes a part of the personnel file of the MBU, the MBU shall have the opportunity to rebut the complaint in writing.

12.3 This article shall not apply in cases of alleged criminal activity or serious misconduct (including, but not limited to allegations of student abuse/neglect and sexual harassment in the workplace).

ARTICLE 13 – PERSONNEL FILES

13.1 There shall be a single official personnel file for each MBU maintained in the Board office. 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.

13.2 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.

13.3 If, after exhaustion of the remedy specified in Section 14.2 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.

13.4 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.

13.5 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 in a timely manner.

13.6 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.

13.7 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 14 – RETIREMENT BENEFITS

14.1 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 15.4 or Section 15.5 the 403(b) Special Pay Plan, whichever is applicable, for one-fourth (¼) 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.

14.2 Retirement Incentive

In place of the "one-fourth (¼)" and "forty (40)" limitation in Paragraph 14.1 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:

Retirement Dates	Unreduced Benefit (Minimum Age and Years of Service)	Reduced Benefit (Minimum Age and Years of Service)
8/1/2021–7/1/2023	Any age and 34 yrs.; or age 65 and 5 yrs.*	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 35 yrs.; or age 65 and 5 yrs.*	Any age and 30 yrs.; or age 60 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.

14.3 Limited Retirement Incentive

A one-time retirement incentive plan will be available to MBUs as set forth below:

A. The incentive is available to bargaining unit members who are eligible to retire and collect benefits from STRS during Fiscal Year 2024. The incentive shall not be available to bargaining unit members who have already retired with STRS.

B. The incentive is not available for any bargaining unit member who has already been approved for retirement by the Board of Education.

C. Eligible bargaining unit members electing to participate in the Plan must do the following:

1. On or before March 15, 2024, submit to the Superintendent a written statement announcing their intent to retire. This statement shall include the effective date of retirement, which shall be no later than the first Member day of the following school year. This statement shall constitute the Member's resignation effective on the indicated date of retirement. Once delivered to the Superintendent, this resignation shall be irrevocable.

2. Retire with STRS and provide the Treasurer with written evidence of such retirement.

D. The Board shall pay participating full-time bargaining unit members a retirement incentive payment in the amount of Thirty Thousand Dollars ($30,000.00) once the participating bargaining unit member submits to the Treasurer written evidence from STRS that they are receiving retirement benefits from STRS.

1. Payment shall be made in two $15,000.00 increment annuities paid in September of Fiscal Year 2025 and September of Fiscal Year 2026 for full-time members. The payment schedule is mandatory and shall not be eligible for modification. The annuity will be paid out into a 403(b) Special Pay

Plan as outlined in Section 14.4 of the Agreement.

Any and all tax consequences associated with the payment of the annuity(ies) are the sole responsibility of the Member.

E. An MBU cannot receive an incentive as set forth in Article 14.2 and 14.3 together. Eligibility is limited to one or the other and never both. An MBU can receive 14.1 and 14.3 together.

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 shall give notice of retirement, if possible, by February 1 of the year in which they intend to retire.

14.4 403(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 15, 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 15, 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 (15.2), in accordance with Article 15.

   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 15 – SALARY SCHEDULE

15.1 The salary schedules are located at Appendices C, D, and E.

2023-2024	2%	$500 stipend
2024-2025	3%	
2025-2026	3%	

15.2 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 16 – SUPPLEMENTAL SALARIES

16.1 Compensation for MBUs who hold supplemental contracts of employment shall be in accordance with the schedules attached. MBUs shall be placed at their correct step and the base will be $35,474.

A. Supplemental Committee

1. A supplemental committee shall be established to review supplemental salaries.

2. The committee shall be comprised by four (4) association members appointed by the FPEA president and four (4) members appointed by the Superintendent.

3. When the supplemental committee has completed their review of supplementals, the Committee will present to the Board in executive session.

16.2 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. If an MBU is denied a supplemental, written reasons for the denial or a meeting with the Superintendent to discuss the reasons for the denial shall be provided if requested by the MBU.

16.3 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.

16.4 A record of supplemental contract service shall be maintained by the Board.

16.5 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.

16.6 The Board reserves the right not to fill supplemental positions.

ARTICLE 17 – HOSPITALIZATION AND MAJOR MEDICAL

17.1 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. FPEA members shall be appointed by FPEA and shall include a representative from each building and the FPEA President(s). 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 Education, such proposals shall be implemented.

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

	Network	Non-Network
Deductible:	$300/$600	$600/$1,200
Inpatient Co-Pay:	$75 copay	
	Primary	Specialist
Office Visit Copay:	$25 copay	$35 copay
	Network	Non-Network
Coinsurance:	$500/$1,000	$1,000/$2,000
(Out of pocket max)	80%	60%
Emergency Room Copay:	$125 copay	
Urgent Care Copay:	$50 copay	

The lifetime plan maximum is unlimited.

Vision coverage is included in this plan**.**

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

Retail:	Generic – $30	Formulary – $60	Non-formulary – $90
Mail-order:	For a three (3) month supply:		
	Generic – $50	Formulary – $100	Non-formulary – $125

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

17.3 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.

17.4 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. Such contribution shall be evenly split and deducted two (2) times per month.

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

17.6 Spousal Surcharge

All MBUs who seek coverage for a spouse must complete the Insurance Eligibility Affidavit found in Appendix H annually during open enrollment.

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 fifty dollar ($150) 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 fifty dollar ($150) 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 fifty dollar ($150) 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 fifty dollar ($150) per month surcharge.

ARTICLE 18 – DENTAL INSURANCE

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

18.2 Premium Contributions

The cost of the dental coverage will be excluded from the fifteen percent (15%) employee contribution (Article 18, Section 18.4, 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 19 – LIFE INSURANCE

19.1 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.

19.2 Premium Contributions

The cost of the life insurance coverage will be excluded from the fifteen percent (15%) employee contribution (Article 18, Section 18.4, Coverages).

ARTICLE 20 – SCHOOL YEAR

20.1 The school year shall be composed as follows:

Classes and/or Parent Conferences	178
Staff Development Days	4
General meetings prior to school opening	1
Mid-year records	1
End-of-year records day	1
TOTAL DAYS	185

"Staff development" days shall be specified in the school calendar as follows:
2 Staff Development Days will occur at the start of the MBU work year.
1 Staff Development Day will occur during the first semester.
1 Staff Development Day will occur during the second semester.

20.2 School will not be in session for students or staff on NEOEA Day**.**

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

20.4 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 21 – MULTIPLE SCHOOL ASSIGNMENTS

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

21.2 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.

21.3 Each MBU having a multiple school assignment will receive twenty dollars ($20) per hour for each scheduled meeting beyond the school day.

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

ARTICLE 22 – SPECIAL SALARIES

22.1 MBUs who work outside the contracted work hours will be compensated at thirty dollars ($30.00) per hour. This includes summer school teaching, before or after school tutoring and other as needed events approved by the Superintendent or designee.

22.2 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 thirty dollars ($30) per hour up to the number of hours approved by the Board.

22.3 Each MBU accepting an advisorship for the high school gifted/talented mentor program and/or independent studies will be compensated at the rate of six hundred dollars ($600) per student for a half credit. The member will be expected to put in twenty (20) hours per student for a semester program.

22.4 Provided that work is performed in District, 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:	$30/hour, up to a maximum of twenty (20) hours
New courses of study:	$30/hour, up to a maximum of forty (40) hours

22.5 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.

22.6 Any MBU providing language translation services shall be compensated at $30/hour during the contracted workday and $50/hour outside the contracted workday for such services.

ARTICLE 23 – REDUCTION IN FORCE

23.1 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. 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:

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

* Terms as interpreted under R.C. 3319.17

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.

2. The parties will meet to make certain that all options have been considered at least ten (10) 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.

3. 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.

4. 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, each MBU affected shall be informed by the Superintendent and the list of MBUs whose contracts are recommended for layoff

will be provided to the President(s) 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. Hospitalization, Major Medical, and Dental benefits for MBUs laid off effective the end of the school year will remain in force through August 31 of that calendar year.

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 24 – CHRONIC COMMUNICABLE DISEASE

24.1 No MBU shall be deprived of any legal rights as a result of a chronic communicable disease.

24.2 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 25 – NOTICE OF VACANCIES

A. 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 will follow the procedure below. 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. Such posting shall continue until the vacancy has been filled. Whenever possible the posted notice will designate the position, subject area, grade level, and building involved. The Superintendent shall give notice to each applicant when the position has been filled.

B. No vacancy shall be filled until it has been posted on the District website for five (5) business days. These notices shall include the opening and closing dates of the posting, which may include until filled.

C. 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. If an MBU is denied a change in assignment, a meeting with the Superintendent to discuss the reasons for denial shall be provided if requested by the MBU.

D. MBUs may submit an assignment preference sheet to Building Principals by February 1 of each school year. Building Principals will consider such assignment preferences when development building assignments and scheduling for the following school year. Assignment preferences submitted by MBUs may not be grieved.

ARTICLE 26 – CLASS SIZE

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

Grades K-3	20 students
Grades 4-5	24 students
Grades 6-12 (Remedial)	20 students
Grades 6-12 (Regular without Composition)	25 students
Grades 6-12 (Regular with Composition)	20 students
Grades 5-12 Band	Open
Grades 5-12 Orchestra	Open
Grades 5-12 Choir/Chorale	Open
Grades 6-12 Physical Education	30 students
Grades 6-12 Art and Lab Classes	20-24 students (or no more than stations permit)
G/T and PACE	20 students
Honors	25 students
AP	20 students

26.2 If the Board exceeds any of the above class size limits by three (3) students or more per area, the MBU affected may request a meeting with the building principal to discuss the alternatives and solutions behind the excess class size limits. The MBU may ask for a FPEA representative to attend this meeting.

ARTICLE 27 – INCLUSION

27.1 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.

27.2 Compensation for educational meetings involving an IEP, 504, IAT 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.

27.3 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, Special Education staff and/or building principal(s) and will be forwarded to the Coordinator of Special Education. A response regarding the status of such a request shall be made in a timely manner.

27.4 Every effort will be made to provide a common planning period for those MBUs involved with inclusion and co-taught classrooms.

27.5 MBUs responsible for writing IEP plans shall be provided up to two (2) release days to be used for data collection and plan writing. Release days may be scheduled in full or half-day increments. The release days will be scheduled by the MBU in coordination with his/her building principal or immediate supervisor. In the event there is a need for more time, the MBU may address the need with the building principal.

ARTICLE 28 – RESIDENT EDUCATOR/MENTORING AND ENTRY-YEAR PROGRAM

All criteria for Resident Educator Program eligibility and responsibilities will adhere to R.C. 3319.223, O.A.C. 3301-24-04 (Teacher Residency), and the guidelines and requirements of the Ohio Department of Education (ODE). Additionally, amendments to the statute and administrative code that are effective April 12, 2023 shall be incorporated into the terms and conditions of the program.

Training

1. Mentors shall be provided the opportunity to attend an ODE training in order to establish and maintain a Resident Educator Program.

2. A pool of ODE trained mentors shall be developed for each building.

3. The cost of providing ODE training for all mentors in matters related to all components of OTES or an "equivalent observation system" will be provided by the Board.

4. The ODE training shall be ongoing to maintain an effective Resident Educator Program.
5. ODE training shall take place during the teacher workday with mentors given paid

full-time release.

28.1 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 Resident Educator 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.

ARTICLE 29 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

29.1 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.

29.2 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.

29.3 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.

29.4 The LPDC members shall be compensated at the rate of thirty dollars ($30) 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.

29.5 The Board will provide the LPDC with meeting space and secretarial support.

29.6 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.

29.7 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

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

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

29.10 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.

29.11 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 30 – 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 31 – PROGRESSIVE DISCIPLINE

31.1 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.

31.2 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**.** This record shall not be placed in an MBU's personnel file
Step 2	Written Reprimand**.** The written reprimand shall be placed in an MBU's personnel file.
Step 3	Suspension with or without pay, not to exceed three (3) days**.** The record shall be placed in the MBU's personnel file.
Step 4	Suspension with or without pay, not to exceed seven (7) days. The record shall be placed in the MBU's personnel file.
Step 5	Termination in accordance with O.R.C. 3319.16**.** A termination appeal can be according to Ohio law or according to the grievance procedure, but not both.

31.3 Due Process

MBUs shall be disciplined only after due process in accordance with the following:

A. Pre-disciplinary meeting:

1. There is no requirement of a pre-disciplinary meeting before a verbal reprimand unless specifically requested by either the MBU or administrator. Pre-disciplinary meetings are required before any other step of discipline. The purpose of a pre-disciplinary meeting is to present the MBU with the allegations that led to the meeting and allow the MBU to respond to the allegations. This meeting is informal.

2. A written notice including the time and place of the pre-disciplinary meeting will be provided to an MBU at least two days prior to the meeting. A copy of the notice shall be provided to the Association President.

3. The Superintendent or designee shall conduct any pre-disciplinary meeting.

4. The MBU shall have the right to have two (2) representatives at a pre-disciplinary meeting. These representatives shall be either FPEA and/or OEA representatives.

5. When the request for such representatives is made, no meeting shall take place unless the representatives are present.

6. If the MBU does not choose to have FPEA or OEA representatives represent them during the pre-disciplinary meeting, one (1) FPEA or OEA observer may attend the meeting, with the MBU's permission.

B. Nothing in this Article prohibits the Board from holding all investigation meetings necessary to completely investigate the allegations. An investigation meeting is separate from a pre-disciplinary meeting. A member will be informed in advance if a meeting is investigatory only. The investigation process may include requests for documents that support the MBU's explanation of events. Refusal to provide documents that are evidence of explanation will permit the administration to disregard the explanation.

C. The MBU and Association President(s) shall be notified in writing by hand delivery or e-mail of the disposition within five (5) workdays following the conclusion of all pre-disciplinary meetings including follow-up investigation based on information discovered during the process. If disciplinary action will be taken, the disposition notice shall include a statement of the administrator's findings and the disciplinary action to be taken.

D. In the case of a serious infraction, the Superintendent or designee may immediately relieve an MBU of duties with pay pending the outcome of an investigation and prior to any pre-disciplinary meeting.

E. An MBU may submit a written rebuttal within ten (10) workdays of receipt of the notice of disposition which shall be attached to the discipline within the personnel file.

ARTICLE 32 – TUITION REIMBURSEMENT

2023-2024

32.1 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 thirty thousand dollars ($30,000) in one (1) fiscal year. To be eligible for reimbursement, classes must be approved by the LPDC.

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

32.3 Tuition reimbursement for eligible MBUs will be on a first-come, first-served basis.

32.4 How to Receive Tuition Reimbursement:

A. Submit a coursework proposal form to the LPDC preferably prior to taking/paying for the course(s).

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.

At the end of the 2023-2024 contract year, this provision sunsets and will no longer be available for MBUs.

ARTICLE 33 – COLLEGE CREDIT PLUS

33.1 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 34 – NEW INITIATIVES AND PROGRAMS

34.1 Training shall be provided to all impacted MBUs for any new initiatives and programs ten (10) days prior to an MBU's expected use of such program or initiative unless altered by mutual agreement.

34.2 Student Mentoring Program

A. MBUs will receive training on the student mentoring program and procedures during the first teacher workdays of the school year.

B. Every effort will be made to assign MBUs no more than fifteen (15) students for mentoring.

C. MBUs with four (4) or more preps will be exempt from student mentoring duties but may be assigned other duties by the Administration.

D. MBU mentors' work shall count as contact time.

ARTICLE 35 – EFFECTS

35.1 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.

35.2 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 3/21/2023
Fairview Park Education Association 3/17/2023

Fairview Park Board of Education

Keith Ahearn, Superintendent

Rob Showalter, Treasurer

Fairview Park Education Association

Laura Ponsart, Co-President

Isis Prior, Co-President

Don Holub, Labor Relations Consultant

Date: 6/27/2023

Date: July 11, 2023

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.

Teaching field shall be considered as any educational program within the educational field or subject area of licensure so long as it is aligned with the teacher's current IPDP. For example, an MBA or law degree would not be considered within the "teaching field"; however, a master's program in administration would be considered within the educational 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

Base Salary		46,150								
STEP	**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	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 – FAIRVIEW PARK SCHOOLS – 2023-2024 SALARY SCHEDULE

2023-2024 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	46,150	47,360	48,974	50,188	50,188	50,996	52,206	53,419	55,034	58,264
1	48,365	49,635	51,323	52,597	52,597	53,442	54,712	55,985	57,674	61,061
2	50,687	52,017	53,793	55,122	55,122	56,009	57,337	58,671	60,444	63,993
3	53,119	54,512	56,373	57,766	57,766	58,699	60,088	61,486	63,346	67,065
4	55,666	57,130	59,078	60,540	60,540	61,514	62,973	64,440	66,388	70,283
5	58,338	59,871	61,911	63,447	63,447	64,468	65,995	67,532	69,571	73,656
6	61,140	62,747	64,882	66,493	66,493	67,564	69,165	70,772	72,913	77,191
7	64,076	65,756	67,998	69,683	69,682	70,804	72,484	74,169	76,412	80,897
8	67,148	68,911	71,261	73,029	73,029	74,206	75,964	77,731	80,081	84,778
9	70,370	72,221	74,686	76,536	76,536	77,768	79,609	81,460	83,925	88,848
10	73,749	75,687	78,267	80,209	80,209	81,497	83,430	85,368	87,954	93,113
11	77,289	79,319	82,023	84,059	84,059	85,410	87,437	89,467	92,172	97,584
12	77,289	79,319	82,023	84,059	88,088	89,509	91,631	93,763	96,597	102,269
13	77,289	79,319	82,023	84,059	88,088	89,509	91,631	93,763	96,597	102,269
14	78,216	80,269	83,006	85,069	89,144	90,584	92,729	94,890	97,756	103,497
15	78,216	80,269	83,006	85,069	89,144	90,584	92,729	94,890	97,756	103,497
16	79,144	81,220	83,993	86,074	90,200	91,654	93,832	96,012	98,914	104,724
17	79,144	81,220	83,993	86,074	90,200	91,654	93,832	96,012	98,914	105,648
18	80,250	82,328	85,102	87,182	91,309	92,762	94,941	97,119	100,021	105,832
19	80,250	82,328	85,102	87,182	91,309	92,762	94,941	97,119	100,021	105,832
20	81,044	83,168	86,010	88,142	92,366	93,856	96,084	98,318	101,291	107,235
21	81,044	83,168	86,010	88,142	92,366	93,856	96,084	98,318	101,291	107,235
22	82,153	84,276	87,118	89,251	93,473	94,963	97,193	99,427	102,399	108,342
23	82,153	84,276	87,118	89,251	93,473	94,963	97,193	99,427	102,399	108,342
24	82,988	85,166	88,074	90,256	94,581	96,108	98,392	100,676	103,722	109,820
25	82,988	85,166	88,074	90,256	94,581	96,108	98,392	100,676	103,722	109,820
26	83,984	86,186	89,130	91,341	95,716	97,262	99,573	101,886	104,968	111,140

Appendix D – FAIRVIEW PARK SCHOOLS – 2024-2025 SALARY SCHEDULE

2024-2025 Salary Schedule

3.00% 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	47,535	48,781	50,444	51,694	51,694	52,526	53,772	55,021	56,685	60,012
1	49,816	51,124	52,863	54,175	54,175	55,045	56,353	57,664	59,404	62,893
2	52,207	53,577	55,407	56,775	56,775	57,689	59,057	60,431	62,257	65,912
3	54,712	56,148	58,064	59,499	59,499	60,460	61,891	63,330	65,246	69,077
4	57,336	58,844	60,850	62,356	62,356	63,360	64,862	66,373	68,379	72,391
5	60,088	61,668	63,769	65,351	65,351	66,402	67,974	69,558	71,658	75,865
6	62,974	64,629	66,829	68,488	68,488	69,591	71,240	72,895	75,101	79,506
7	65,998	67,728	70,038	71,773	71,773	72,928	74,659	76,394	78,704	83,324
8	69,163	70,979	73,399	75,220	75,220	76,432	78,243	80,062	82,483	87,321
9	72,481	74,388	76,926	78,832	78,832	80,101	81,997	83,904	86,443	91,514
10	75,961	77,957	80,615	82,615	82,615	83,942	85,933	87,929	90,592	95,907
11	79,608	81,699	84,483	86,580	86,580	87,972	90,060	92,151	94,937	100,512
12	79,608	81,699	84,483	86,580	90,730	92,194	94,380	96,576	99,495	105,338
13	79,608	81,699	84,483	86,580	90,730	92,194	94,380	96,576	99,495	105,338
14	80,563	82,677	85,497	87,621	91,819	93,302	95,511	97,737	100,689	106,602
15	80,563	82,677	85,497	87,621	91,819	93,302	95,511	97,737	100,689	106,602
16	81,518	83,657	86,513	88,657	92,906	94,404	96,647	98,892	101,882	107,865
17	81,518	83,657	86,513	88,657	92,906	94,404	96,647	98,892	101,882	108,817
18	82,658	84,798	87,655	89,798	94,048	95,544	97,789	100,033	103,022	109,007
19	82,658	84,798	87,655	89,798	94,048	95,544	97,789	100,033	103,022	109,007
20	83,475	85,663	88,590	90,786	95,137	96,672	98,967	101,268	104,330	110,452
21	83,475	85,663	88,590	90,786	95,137	96,672	98,967	101,268	104,330	110,452
22	84,617	86,804	89,732	91,928	96,277	97,812	100,109	102,409	105,471	111,592
23	84,617	86,804	89,732	91,928	96,277	97,812	100,109	102,409	105,471	111,592
24	85,478	87,721	90,716	92,963	97,418	98,991	101,344	103,697	106,834	113,114
25	85,478	87,721	90,716	92,963	97,418	98,991	101,344	103,697	106,834	113,114
26	86,503	88,772	91,804	94,081	98,588	100,180	102,561	104,943	108,117	114,474

Appendix E – FAIRVIEW PARK SCHOOLS – 2025-2026 SALARY SCHEDULE

2025-2026 Salary Schedule

3.00% 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	48,961	50,244	51,957	53,245	53,245	54,101	55,385	56,672	58,386	61,813
1	51,311	52,658	54,449	55,800	55,800	56,696	58,044	59,394	61,186	64,780
2	53,773	55,184	57,069	58,479	58,479	59,420	60,829	62,244	64,125	67,890
3	56,354	57,832	59,806	61,284	61,284	62,274	63,748	65,230	67,203	71,150
4	59,056	60,609	62,675	64,227	64,227	65,261	66,808	68,365	70,431	74,563
5	61,891	63,518	65,682	67,311	67,311	68,394	70,014	71,645	73,808	78,141
6	64,863	66,568	68,834	70,542	70,542	71,679	73,377	75,082	77,354	81,892
7	67,978	69,760	72,140	73,927	73,926	75,116	76,899	78,686	81,065	85,824
8	71,238	73,108	75,601	77,476	77,476	78,725	80,590	82,464	84,957	89,941
9	74,655	76,619	79,234	81,197	81,197	82,504	84,457	86,421	89,036	94,259
10	78,240	80,296	83,033	85,094	85,094	86,461	88,511	90,567	93,310	98,784
11	81,996	84,150	87,018	89,178	89,178	90,611	92,762	94,915	97,785	103,527
12	81,996	84,150	87,018	89,178	93,452	94,960	97,211	99,473	102,479	108,498
13	81,996	84,150	87,018	89,178	93,452	94,960	97,211	99,473	102,479	108,498
14	82,979	85,157	88,062	90,250	94,573	96,101	98,377	100,669	103,709	109,800
15	82,979	85,157	88,062	90,250	94,573	96,101	98,377	100,669	103,709	109,800
16	83,964	86,167	89,108	91,316	95,693	97,236	99,547	101,859	104,938	111,101
17	83,964	86,167	89,108	91,316	95,693	97,236	99,547	101,859	104,938	112,082
18	85,138	87,342	90,284	92,491	96,870	98,411	100,723	103,034	106,112	112,277
19	85,138	87,342	90,284	92,491	96,870	98,411	100,723	103,034	106,112	112,277
20	85,980	88,233	91,248	93,510	97,991	99,572	101,936	104,306	107,460	113,766
21	85,980	88,233	91,248	93,510	97,991	99,572	101,936	104,306	107,460	113,766
22	87,156	89,408	92,424	94,686	99,166	100,746	103,112	105,482	108,635	114,940
23	87,156	89,408	92,424	94,686	99,166	100,746	103,112	105,482	108,635	114,940
24	88,042	90,353	93,437	95,752	100,341	101,960	104,384	106,808	110,039	116,508
25	88,042	90,353	93,437	95,752	100,341	101,960	104,384	106,808	110,039	116,508
26	89,099	91,435	94,558	96,904	101,545	103,185	105,637	108,091	111,361	117,908

Appendix F - FAIRVIEW PARK SCHOOLS - SUPPLEMENTALS SALARY SCHEDULE

APPENDIX F - SUPPLEMENTALS SALARY SCHEDULE

	INDEX				BASE PAY ->	$ 35,474.00		
ATHLETICS	STEPS 1-3	STEPS 4-7	STEPS 8-10	STEP 11	STEPS 1-3	STEPS 4-7	STEPS 8-10	STEP 11
Baseball - Assistant	0.085	0.095	0.120	0.145	3,015.29	3,370.03	4,256.88	5,143.73
Baseball - Head	0.124	0.135	0.170	0.205	4,398.78	4,788.99	6,030.58	7,272.17
Basketball - Boys - Assistant	0.107	0.120	0.150	0.181	3,795.72	4,256.88	5,321.10	6,420.79
Basketball - Boys - Head	0.150	0.170	0.210	0.259	5,321.10	6,030.58	7,449.54	9,187.77
Basketball - Boys - Middle School	0.075	0.085	0.105	0.131	2,660.55	3,015.29	3,724.77	4,647.09
Basketball - Girls - Assistant	0.107	0.120	0.150	0.181	3,795.72	4,256.88	5,321.10	6,420.79
Basketball - Girls - Head	0.150	0.170	0.210	0.259	5,321.10	6,030.58	7,449.54	9,187.77
Basketball - Girls - Middle School	0.075	0.085	0.105	0.131	2,660.55	3,015.29	3,724.77	4,647.09
Bowling - Head	0.085	0.095	0.120	0.145	3,015.29	3,370.03	4,256.88	5,143.73
Cheerleading - Basketball	0.055	0.060	0.075	0.090	1,951.07	2,128.44	2,660.55	3,192.66
Cheerleading - Basketball - Middle School	0.045	0.050	0.055	0.076	1,596.33	1,773.70	1,951.07	2,696.02
Cheerleading - Football	0.055	0.060	0.075	0.090	1,951.07	2,128.44	2,660.55	3,192.66
Cheerleading - Football - Middle School	0.045	0.050	0.055	0.076	1,596.33	1,773.70	1,951.07	2,696.02
Cross Country - Boys & Girls - Assistant	0.070	0.080	0.090	0.120	2,483.18	2,837.92	3,192.66	4,256.88
Cross Country - Boys & Girls - Head	0.137	0.150	0.190	0.232	4,859.94	5,321.10	6,740.06	8,229.97
Cross Country - Boys & Girls - Middle School	0.070	0.080	0.090	0.120	2,483.18	2,837.92	3,192.66	4,256.88
Diving - Boys & Girls - Assistant	0.075	0.085	0.105	0.131	2,660.55	3,015.29	3,724.77	4,647.09
Faculty Manager ($40/Event)					40.00	40.00	40.00	40.00
Football - Assistant	0.125	0.175	0.180	0.215	4,434.25	6,207.95	6,385.32	7,626.91
Football - Head	0.185	0.200	0.250	0.300	6,562.69	7,094.80	8,868.50	10,642.20
Football - Middle School	0.094	0.102	0.106	0.159	3,334.56	3,618.35	3,760.24	5,640.37
Golf - Head	0.085	0.095	0.120	0.145	3,015.29	3,370.03	4,256.88	5,143.73
Soccer - Boys - Assistant	0.085	0.095	0.120	0.145	3,015.29	3,370.03	4,256.88	5,143.73
Soccer - Boys - Head	0.124	0.135	0.170	0.205	4,398.78	4,788.99	6,030.58	7,272.17
Soccer - Girls - Assistant	0.085	0.095	0.120	0.145	3,015.29	3,370.03	4,256.88	5,143.73
Soccer - Girls - Head	0.124	0.135	0.170	0.205	4,398.78	4,788.99	6,030.58	7,272.17
Softball - Assistant	0.085	0.095	0.120	0.145	3,015.29	3,370.03	4,256.88	5,143.73
Softball - Head	0.124	0.135	0.170	0.205	4,398.78	4,788.99	6,030.58	7,272.17
Softball - Middle School	0.075	0.085	0.105	0.131	2,660.55	3,015.29	3,724.77	4,647.09
Swimming - Boys & Girls - Assistant	0.125	0.135	0.175	0.210	4,434.25	4,788.99	6,207.95	7,449.54
Swimming - Boys & Girls - Head	0.185	0.200	0.250	0.300	6,562.69	7,094.80	8,868.50	10,642.20
Tennis - Boys - Assistant	0.055	0.059	0.061	0.092	1,951.07	2,092.97	2,163.91	3,263.61
Tennis - Boys - Head	0.083	0.090	0.094	0.140	2,944.34	3,192.66	3,334.56	4,966.36
Tennis - Girls - Assistant	0.055	0.059	0.061	0.092	1,951.07	2,092.97	2,163.91	3,263.61
Tennis - Girls - Head	0.083	0.090	0.094	0.140	2,944.34	3,192.66	3,334.56	4,966.36
Track - Boys & Girls - Assistant	0.085	0.095	0.120	0.145	3,015.29	3,370.03	4,256.88	5,143.73
Track - Boys & Girls - Head	0.165	0.180	0.225	0.280	5,853.21	6,385.32	7,981.65	9,932.72
Track - Boys & Girls - Middle School	0.062	0.070	0.085	0.100	2,199.39	2,483.18	3,015.29	3,547.40
Volleyball - Assistant	0.093	0.100	0.130	0.155	3,299.08	3,547.40	4,611.62	5,498.47
Volleyball - Head	0.130	0.145	0.185	0.227	4,611.62	5,143.73	6,562.69	8,052.60
Volleyball - Middle School	0.070	0.080	0.090	0.120	2,483.18	2,837.92	3,192.66	4,256.88
Wrestling - Assistant	0.107	0.120	0.150	0.181	3,795.72	4,256.88	5,321.10	6,420.79
Wrestling - Head	0.150	0.170	0.210	0.259	5,321.10	6,030.58	7,449.54	9,187.77
Wrestling - Middle School	0.075	0.085	0.105	0.131	2,660.55	3,015.29	3,724.77	4,647.09

APPENDIX F - SUPPLEMENTALS SALARY SCHEDULE

	INDEX				BASE PAY -> $ 35,474.00			
ARTS - STUDENT BASED	STEPS 1-3	STEPS 4-7	STEPS 8-10	STEP 11	STEPS 1-3	STEPS 4-7	STEPS 8-10	STEP 11
Band - Assistant	0.060	0.070	0.080	0.100	2,128.44	2,483.18	2,837.92	3,547.40
Band - High School	0.114	0.130	0.160	0.190	4,044.04	4,611.62	5,675.84	6,740.06
Band - Middle School	0.029	0.030	0.040	0.050	1,028.75	1,064.22	1,418.96	1,773.70
Band - Pep	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Choral - High School	0.060	0.070	0.080	0.100	2,128.44	2,483.18	2,837.92	3,547.40
Choral - Middle School	0.029	0.030	0.040	0.050	1,028.75	1,064.22	1,418.96	1,773.70
Drama - Assistant	0.054	0.060	0.070	0.085	1,915.60	2,128.44	2,483.18	3,015.29
Drama - High/Middle School	0.114	0.130	0.160	0.190	4,044.04	4,611.62	5,675.84	6,740.06
Drama - Tech Assistant	0.035	0.040	0.050	0.060	1,241.59	1,418.96	1,773.70	2,128.44
Music - Elementary	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Musical - Choreographer	0.035	0.040	0.050	0.060	1,241.59	1,418.96	1,773.70	2,128.44
Musical - Pit Director	0.035	0.040	0.050	0.060	1,241.59	1,418.96	1,773.70	2,128.44
Musical - Vocal Director	0.035	0.040	0.050	0.060	1,241.59	1,418.96	1,773.70	2,128.44
Orchestra - High School	0.060	0.070	0.080	0.100	2,128.44	2,483.18	2,837.92	3,547.40
Orchestra - Middle School	0.029	0.030	0.040	0.050	1,028.75	1,064.22	1,418.96	1,773.70

	INDEX				BASE PAY -> $ 35,474.00			
ADVISORS - STUDENT BASED	STEPS 1-3	STEPS 4-7	STEPS 8-10	STEP 11	STEPS 1-3	STEPS 4-7	STEPS 8-10	STEP 11
Advisor - Academic Team	0.055	0.060	0.075	0.090	1,951.07	2,128.44	2,660.55	3,192.66
Advisor - Broadcast Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Builders Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Class - Freshman & Sophomore	0.022	0.025	0.030	0.040	780.43	886.85	1,064.22	1,418.96
Advisor - Class - Junior & Senior	0.029	0.030	0.040	0.050	1,028.75	1,064.22	1,418.96	1,773.70
Advisor - Dance Team	0.060	0.070	0.080	0.100	2,128.44	2,483.18	2,837.92	3,547.40
Advisor - Drill Team	0.060	0.070	0.080	0.100	2,128.44	2,483.18	2,837.92	3,547.40
Advisor - Ecology Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Footprints	0.055	0.060	0.075	0.090	1,951.07	2,128.44	2,660.55	3,192.66
Advisor - French/Spanish Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Gamers Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Key Club	0.048	0.050	0.065	0.080	1,702.75	1,773.70	2,305.81	2,837.92
Advisor - Kind Committee	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Math Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Mosaic Club	0.048	0.050	0.065	0.080	1,702.75	1,773.70	2,305.81	2,837.92
Advisor - National Honor Society	0.029	0.030	0.040	0.050	1,028.75	1,064.22	1,418.96	1,773.70
Advisor - Newspaper	0.022	0.025	0.030	0.040	780.43	886.85	1,064.22	1,418.96
Advisor - Power of the Pen	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Robotics Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Safety Patrol	0.022	0.025	0.030	0.040	780.43	886.85	1,064.22	1,418.96
Advisor - Science Fair	0.041	0.045	0.055	0.070	1,454.43	1,596.33	1,951.07	2,483.18
Advisor - Ski Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Student Council - High School	0.070	0.075	0.080	0.100	2,483.18	2,660.55	2,837.92	3,547.40
Advisor - Student Council - Middle & Elementary School	0.054	0.060	0.070	0.085	1,915.60	2,128.44	2,483.18	3,015.29
Advisor - Synchronettes	0.048	0.050	0.065	0.080	1,702.75	1,773.70	2,305.81	2,837.92
Advisor - Tech Club	0.016	0.025	0.025	0.030	567.58	886.85	886.85	1,064.22
Advisor - Yearbook	0.089	0.095	0.125	0.145	3,157.19	3,370.03	4,434.25	5,143.73

APPENDIX F - SUPPLEMENTALS SALARY SCHEDULE

	INDEX				BASE PAY -> $ 35,474.00			
MISCELLANEOUS - STUDENT BASED	STEPS 1-3	STEPS 4-7	STEPS 8-10	STEP 11	STEPS 1-3	STEPS 4-7	STEPS 8-10	STEP 11
DAP (Developmental Assistance Program) Teachers / Day	0.006	0.007	0.008	0.010	212.84	248.32	283.79	354.74
Gifted Coordinator	0.100	0.120	0.140	0.173	3,547.40	4,256.88	4,966.36	6,137.00
Leadership Team Member	0.100	0.120	0.140	0.173	3,547.40	4,256.88	4,966.36	6,137.00
Librarians - Summer K-12 / Day	0.006	0.007	0.008	0.010	212.84	248.32	283.79	354.74
Outdoor School Pro. Coordinator	0.022	0.025	0.030	0.040	780.43	886.85	1,064.22	1,418.96
Speech Pathologist / Day	0.006	0.007	0.008	0.010	212.84	248.32	283.79	354.74
Summer Guidance / Day	0.006	0.007	0.008	0.010	212.84	248.32	283.79	354.74
Summer Psychologist / Day	0.006	0.007	0.008	0.010	212.84	248.32	283.79	354.74
Trip. Coord. - Middle School	0.022	0.025	0.030	0.040	780.43	886.85	1,064.22	1,418.96

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 - INSURANCE ELIGIBILITY AFFIDAVIT

Every employee who desires for his/her spouse to participate in the Fairview Park City School District Board of Education's ("Board") group hospitalization and major medical insurance plan must complete and submit to the Board this Insurance Eligibility Affidavit, verifying that his/her spouse is ineligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. This requirement does not apply to any spouse who works less than thirty (30) hours per week and is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

If an employee fails to complete and submit this Insurance Eligibility Affidavit by _____, his/her spouse shall be ineligible to participate in the Board's group hospitalization and major medical insurance plan.

If an employee submits this Insurance Eligibility Affidavit using false information in order to become eligible to participate in the Board's group hospitalization and major medical insurance plan, or fails to timely advise the Board of a change in his/her spouse's eligibility for employer sponsored group health insurance and/or prescription drug insurance coverage, such employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorney's fees and costs incurred by the Board. Amounts required to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. Additionally, such employee's spouse will be immediately terminated from the Board's group hospitalization and major medical insurance plan.

Finally, an employee who submits false information on this Insurance Eligibility Affidavit in order for his/her spouse to become eligible to participate in the Board's group hospitalization and major medical insurance plan may be subject to disciplinary action, up to and including termination of employment.

I, _____, hereby certify that my spouse, _____, is ineligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by my spouse's employer or any public retirement plan. Should my spouse become eligible to participate in his/his employer sponsored group health insurance and/or prescription drug insurance coverage plan, I will notify the Treasurer of the Fairview Park City School District, as soon as possible.

Signature of Employee: _____ Date: _____

Appendix I

CASUAL SUB CALCULATION SHEET	
$ 30	DOLLARS PER HOUR
$ 0.50	DOLLARS PER MINUTE

MINS \ HOURS	0	1	2	3	4	5	6	7
0	-	30.00	60.00	90.00	120.00	150.00	180.00	210.00
1	0.50	30.50	60.50	90.50	120.50	150.50	180.50	210.50
2	1.00	31.00	61.00	91.00	121.00	151.00	181.00	211.00
3	1.50	31.50	61.50	91.50	121.50	151.50	181.50	211.50
4	2.00	32.00	62.00	92.00	122.00	152.00	182.00	212.00
5	2.50	32.50	62.50	92.50	122.50	152.50	182.50	212.50
6	3.00	33.00	63.00	93.00	123.00	153.00	183.00	213.00
7	3.50	33.50	63.50	93.50	123.50	153.50	183.50	213.50
8	4.00	34.00	64.00	94.00	124.00	154.00	184.00	214.00
9	4.50	34.50	64.50	94.50	124.50	154.50	184.50	214.50
10	5.00	35.00	65.00	95.00	125.00	155.00	185.00	215.00
11	5.50	35.50	65.50	95.50	125.50	155.50	185.50	215.50
12	6.00	36.00	66.00	96.00	126.00	156.00	186.00	216.00
13	6.50	36.50	66.50	96.50	126.50	156.50	186.50	216.50
14	7.00	37.00	67.00	97.00	127.00	157.00	187.00	217.00
15	7.50	37.50	67.50	97.50	127.50	157.50	187.50	217.50
16	8.00	38.00	68.00	98.00	128.00	158.00	188.00	218.00
17	8.50	38.50	68.50	98.50	128.50	158.50	188.50	218.50
18	9.00	39.00	69.00	99.00	129.00	159.00	189.00	219.00
19	9.50	39.50	69.50	99.50	129.50	159.50	189.50	219.50
20	10.00	40.00	70.00	100.00	130.00	160.00	190.00	220.00
21	10.50	40.50	70.50	100.50	130.50	160.50	190.50	220.50
22	11.00	41.00	71.00	101.00	131.00	161.00	191.00	221.00
23	11.50	41.50	71.50	101.50	131.50	161.50	191.50	221.50
24	12.00	42.00	72.00	102.00	132.00	162.00	192.00	222.00
25	12.50	42.50	72.50	102.50	132.50	162.50	192.50	222.50
26	13.00	43.00	73.00	103.00	133.00	163.00	193.00	223.00
27	13.50	43.50	73.50	103.50	133.50	163.50	193.50	223.50
28	14.00	44.00	74.00	104.00	134.00	164.00	194.00	224.00
29	14.50	44.50	74.50	104.50	134.50	164.50	194.50	224.50
30	15.00	45.00	75.00	105.00	135.00	165.00	195.00	225.00
31	15.50	45.50	75.50	105.50	135.50	165.50	195.50	225.50
32	16.00	46.00	76.00	106.00	136.00	166.00	196.00	226.00
33	16.50	46.50	76.50	106.50	136.50	166.50	196.50	226.50
34	17.00	47.00	77.00	107.00	137.00	167.00	197.00	227.00
35	17.50	47.50	77.50	107.50	137.50	167.50	197.50	227.50
36	18.00	48.00	78.00	108.00	138.00	168.00	198.00	228.00
37	18.50	48.50	78.50	108.50	138.50	168.50	198.50	228.50
38	19.00	49.00	79.00	109.00	139.00	169.00	199.00	229.00
39	19.50	49.50	79.50	109.50	139.50	169.50	199.50	229.50
40	20.00	50.00	80.00	110.00	140.00	170.00	200.00	230.00
41	20.50	50.50	80.50	110.50	140.50	170.50	200.50	230.50
42	21.00	51.00	81.00	111.00	141.00	171.00	201.00	231.00
43	21.50	51.50	81.50	111.50	141.50	171.50	201.50	231.50
44	22.00	52.00	82.00	112.00	142.00	172.00	202.00	232.00
45	22.50	52.50	82.50	112.50	142.50	172.50	202.50	232.50
46	23.00	53.00	83.00	113.00	143.00	173.00	203.00	233.00
47	23.50	53.50	83.50	113.50	143.50	173.50	203.50	233.50
48	24.00	54.00	84.00	114.00	144.00	174.00	204.00	234.00
49	24.50	54.50	84.50	114.50	144.50	174.50	204.50	234.50
50	25.00	55.00	85.00	115.00	145.00	175.00	205.00	235.00
51	25.50	55.50	85.50	115.50	145.50	175.50	205.50	235.50
52	26.00	56.00	86.00	116.00	146.00	176.00	206.00	236.00
53	26.50	56.50	86.50	116.50	146.50	176.50	206.50	236.50
54	27.00	57.00	87.00	117.00	147.00	177.00	207.00	237.00
55	27.50	57.50	87.50	117.50	147.50	177.50	207.50	237.50
56	28.00	58.00	88.00	118.00	148.00	178.00	208.00	238.00
57	28.50	58.50	88.50	118.50	148.50	178.50	208.50	238.50
58	29.00	59.00	89.00	119.00	149.00	179.00	209.00	239.00
59	29.50	59.50	89.50	119.50	149.50	179.50	209.50	239.50