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CONTRACT

BETWEEN
FAIRBANKS BOARD OF EDUCATION
AND
FAIRBANKS EDUCATION ASSOCIATION

July 1, 2024- June 30, 2027

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ARTICLE 1 - NEGOTIATIONS TEAMS AND PROCEDURES

A. Negotiations will be done by teams representing the Board of Education and the Association. The teams will consist of not more than five persons per team at any negotiations meeting. The identity of team members may change from time to time as determined by that team. Each team will designate one of its members who shall serve as spokesperson and who shall have authority to indicate tentative agreement on any proposal.

B. Any time after March 1 of the year in which the Agreement is to expire, either party may inform the other in writing that it desires to initiate the negotiations process. A meeting to discuss negotiations guidelines shall be scheduled at a mutually agreeable date within thirty (30) days of the initial request. A date to exchange issues will be scheduled within thirty (30) days of the initial meeting. No new items shall be submitted thereafter except by mutual agreement. At one of these first two meetings, an actual date to begin negotiations shall be set.

C. Caucuses and recesses may be called at any time by either party. Caucuses are to be for no longer than thirty (30) minutes.

D. Negotiation meetings will last no longer than three hours but can be extended by mutual agreement.

E. During the initial and subsequent discussion meetings, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

F. All items negotiated to tentative agreement will be reduced to writing, dated, and initialed by the chairperson of each negotiating team. Initialed items shall be taken off the table.

G. When agreement is reached, it shall be reduced to writing, proofed, and, when approved by the Association and the Board and signed by the parties, shall become part of the official minutes of the Board. When appropriate, provisions in the Agreement shall be reflected in individual contracts. The Agreement shall not discriminate against any members of the staff regardless of membership or nonmembership in the Association.

H. There shall be three (3) signed copies of the final Agreement. One copy shall be retained by the Board, one by the Association, and one shall be submitted to the State Employment Relations Board.

I. Any of the provisions of these Negotiations Procedures can be altered or extended by mutual agreement of the parties.

J. Impasse Procedure

If negotiations fail to result in an Agreement, either party may declare impasse. Both parties agree to request the assistance of a federal mediator from the Federal Mediation and Conciliation Service (FMCS). Mediation will not exceed thirty (30) days unless

mutually agreed to by the parties. At the end of the mediation period, if the Agreement has expired, both parties may exercise their statutory and legal rights.

The parties intend the negotiation procedure set forth in this Article to constitute their mutually agreed-upon dispute resolution procedure that supersedes the statutory negotiations procedure set forth in R.C. 4117.14.

ARTICLE 2 - RECOGNITION AND DEFINITIONS

A. The Board recognizes the Fairbanks Education Association, the Ohio Education Association, and the National Education Association as the sole and exclusive bargaining agent for all half-time and greater than half-time certificated teachers employed by the Board (including classroom teachers, special teachers, librarians, guidance counselors, and Dean of Students). Excluded are all less than half-time certificated teachers, all non-certificated employees and all confidential, supervisory and management employees.

B. Definitions

1. Agreement - This collective bargaining agreement

2. Association - The Fairbanks Education Association/OEA/NEA

3. Bargaining Unit Member or Unit Member - A member of the bargaining unit

4. Board - Anyone designated by the Board of Education to act in its behalf in a particular circumstance

5. Board of Education - The Fairbanks Local School District Board of Education acting as a corporate entity

6. Day - A week day other than a calamity day or a school holiday, unless it is designated as a calendar day

7. District - The Fairbanks Local School District

8. Superintendent - Superintendent or designee

ARTICLE 3 - BOARD RIGHTS

A. The Board, by mutual agreement with the Association, commits itself to such Association recognition and other conditions of employment as incorporated in the Agreement, and the Board, on behalf of the electors of the District, retains and reserves unto itself the ultimate responsibilities for proper management of the District conferred upon and vested in the Revised Code of Ohio and Constitution of this State of Ohio, including the responsibility for and the right:

1. To maintain executive management and administrative control of the school system and its properties and facilities and the professional activities of its unit members which are related to the conduct of school affairs.

2. To hire all unit members and, subject to the provisions of law, to determine the qualification and the conditions for the continued employment, renewal or nonrenewal, or their dismissal, promotion and assignment.

3. To delegate authority to recognized administrative channels according to current Board policy.

4. To determine assignments, and the duties and responsibilities of its unit members with respect thereto, and the terms and conditions of employment not otherwise restricted by this Agreement.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and Constitution and laws of the United States.

ARTICLE 4 - ASSOCIATION RIGHTS

A. Enrollment drives for professional organizations will be limited to August through October 15 of each year.

B. The Association may use one designated bulletin board in each school for Association business.

C. Association representatives may request five (5) minutes of a faculty meeting for Association business. Requests must be made of building principal twenty-four (24) hours before the meeting.

D. Association correspondence may be placed in school mailboxes of unit members.

E. Unit members may confer on Association business during the school day, provided that the professional responsibilities of the conferees are met.

F. Unit members may not leave classrooms to confer on Association business. At other times, when assigned duties of study hall, arrangements must be made by the unit member to cover these duties and this fact must be reported to the principal. If a unit member leaves the building, he/she must check out with the principal.

G. Unit members must be given access to all public information upon written request.

H. The Association may make use of school facilities not needed for school purposes at reasonable times and upon prior request and approval of the building principal.

I. The Association building representatives will have permission to use, on school premises, the individual school equipment. The Association will pay the cost of all consumable supplies used.

J. Names and addresses of newly-employed unit members shall be available to the Association President following Board approval of their contracts, unless the unit member specifically requests otherwise.

K. Uniform Planning Time

1. Elementary teachers shall have a minimum of two hundred (200) minutes of free and uninterrupted preparation/planning time per week. Planning periods will be scheduled in increments of not less than forty (40) uninterrupted minutes during the teacher's workday. If necessary, due to the complexities of kindergarten scheduling, kindergarten planning periods may still be scheduled in two increments of not less than twenty (20) uninterrupted minutes per workday.

2. Middle School and High School teachers shall have a minimum of one (1) period per day for preparation/planning.

L. A telephone, located to assure privacy, will be available for use in each building for unit members.

M. Children of unit members shall be enrolled through open enrollment in accordance with the open enrollment policy adopted by the Board of Education. If the Board rescinds that policy, the children of the District shall attend tuition free.

N. After Association elections each spring the Association will provide the Board with a written list of the Association officers and building representatives for the following school year.

O. The Association President shall have one period each day to attend to association business when scheduling permits.

P. All Intervention Specialists shall have one day per quarter to be used to write Individual Education Plans or quarterly progress reports. Scheduling of progress reporting days will be completed prior to September 1 with the Superintendent or Superintendent's designee.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. Statement

1. This grievance procedure is set forth as an effort to secure, in an orderly and responsible manner, equitable solutions to problems at the lowest possible administrative level and thus enhance the mutual objective of high quality education.

B. Purpose

1. The purpose of this procedure is to provide a process for the resolution of grievances.

C. Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific Article and section of this Agreement. In seeking redress, the grievant(s) must include a statement of harm done the grievant(s) as a result of the alleged violation.

2. A day shall be defined as a weekday, excluding calamity days and school holidays.

D. General Provisions

1. A grievance must be initiated by a unit member aggrieved by the alleged violation of the Agreement.

2. An alleged violation shall first be discussed in an informal meeting with the appropriate building principal prior to initiation of the grievance procedure.

3. A grievance shall be reduced to writing on the grievance form attached as Appendix I and include:

   a. The alleged violation, stating with particularity the contractual Article and section allegedly violated.

   b. Harm done.

   c. Relief sought.

   d. Date of initiating procedure.

4. Representation of choice may be used by any party involved in the grievance procedure at any level.

5. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.

6. Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.

7. Failure of the Board to respond in the time limit stated shall cause the grievance to proceed to the next step.

8. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.

9. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.

10. Nothing contained in this procedure shall be construed as limiting the rights of unit members, who have a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

11. A grievance may be withdrawn at any level without prejudice.

12. No record, document, or communication concerning a grievance shall be placed in the personal file of any unit members involved in the procedure herein described.

E. Procedure

1. Level I: Administration

a. A copy of the written grievance shall be submitted to the grievant's building principal within twenty (20) days after the alleged violation occurs.

b. A meeting date shall be mutually agreed upon between the grievant and the building principal within five (5) days of the filing of the grievance.

c. Either the grievant or the building principal may have present such people who may provide the information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

d. Within ten (10) days of the meeting, the administrator shall provide the grievant with a written response stating his/her position and suggestions for resolution of the grievance.

2. Level II: Superintendent

a. If the grievant is not satisfied with the suggestion for resolution received in Level I, he/she may, within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

b. The Superintendent may designate another administrator who is not a party in interest to the grievance, to conduct the Level II meeting.

c. The meeting shall be held within a reasonable time, normally within five (5) days of the request. The meeting shall be conducted as stated on Level I.

d. Within fifteen (15) days of the meeting, the Superintendent or his/her designee shall provide the grievant with a written response stating his/her position and suggestion for resolution of the grievance.

3. Level III: FMCS Mediation

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant and the Association, the Association shall request FMCS mediation. The mediation request shall be filed with the Treasurer's office within five (5) days of receipt of the Level II response. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the Association will request for FMCS to appoint a mediator.

4. Level IV: Arbitration

If the grievant and the Association are not satisfied with the Level III results, the Association may advance the grievance to Level IV, Arbitration.

F. The Association must notify the Board in writing of the Association's intent to submit the grievance to arbitration. Such notice shall include the signature of the grievant and must be filed within twenty (20) days of the Level III mediation session. Any failure to invoke Level IV as provided herein will be considered as a settlement of the grievance on the basis of the Level II decision.

ARTICLE 6 - ASSIGNMENTS, REASSIGNMENTS, TRANSFERS AND VACANCIES

A. DEFINITIONS

1. Vacancy shall be defined as a job opening that the Board intends to fill that is created by the death, resignation, retirement, transfer and/or reassignment, nonrenewal or termination of the unit member formerly filling such position or by reason of being newly created by action of the Board. A vacancy will not arise until all transfers, assignments, and reassignments have been made.

2. Assignment shall be defined as the initial placement of a unit member in a subject or grade level for the year in question.

3. Transfer shall be defined as the placement of a unit member in a subject or grade level for the year in question.

4. Reassignment shall be defined as the placement of a unit member in a different grade level or a different subject area.

B. VACANCIES

1. Unit members on active status and who meet job qualifications shall be given preference for the vacant position except where a critical need in their current area exists.

2. Unit members who have applied in writing for a specific vacancy shall be notified, in writing, of the recommendation of the Superintendent prior to action to fill such vacancy.

C. VOLUNTARY TRANSFER AND REASSIGNMENT

1. Voluntary transfer or reassignment may be initiated by filing a written request with the immediate supervisor. The annual "Intention Form" may be used to initiate such request. Such request will be retained on file until the unit member is transferred or until the end of the school year, whichever occurs first.

D. INVOLUNTARY TRANSFER AND REASSIGNMENT

1. When a transfer and/or reassignment of a unit member is determined by the Superintendent to be necessary, the unit member concerned shall be notified in writing at the earliest date possible.

2. When it is necessary to involuntarily transfer and/or reassign a unit member, he/she shall be given consideration for reassignment to a vacancy of such unit member's choice.

3. All classroom materials and teaching aids to be moved will be accomplished within ten (10) days of the unit member's request for such help to the building principal.

4. A unit member involuntarily transferred or reassigned shall be placed in a position for which he/she is certificated, and receive no reduction in total compensation for the remainder of the school year and shall maintain the contract status held at the time of such involuntary transfer or reassignment.

5. Involuntary transfers and/or reassignments shall be kept to a minimum.

E. POSTING

1. All bargaining unit vacancies, including supplemental positions, shall be posted via email and on the District website no later than one (1) week after they occur. Written applications for such vacancies will be received for one (1) week after such posting except during the period from August 1 through August 15. During that period unit members who have submitted requests for transfer to the vacant position will be notified by telephone call and may apply for the vacant position within twenty-four (24) hours thereafter. The Board will make a reasonable effort to reach the unit member by telephone call to the most recent telephone number designated by him/her and to the Association President.

2. The Association President will be provided a copy of all bargaining unit job vacancy notices upon the posting of the vacancy. When school is not in session, a copy of bargaining unit job vacancies will be sent by email in the paychecks or by separate email notification.

F. ASSIGNMENTS

1. A written notice, giving assignment to grade level or subject area, will be provided by the Superintendent to each unit member prior to the last day of the school year. Unit members who are involuntarily transferred to a different building or involuntarily reassigned to a different subject area within five (5) days of the beginning of school will be provided, if necessary, the services of an aide or substitute teacher for up to a total of three (3) days as may be necessary to permit transition to the new assignment.

ARTICLE 7 - REDUCTIONS IN STAFF

A. The Board may make a reduction in force of unit members only for the reasons listed in ORC Section 3319.17.

Reductions can only be made by suspending the unit member's contract and will only be made in the months of May, June, or July.

B. If the Board is contemplating the layoff of any unit members, it will so notify the Association as soon as reasonable but at least sixty (60) calendar days before the proposed effective date of layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) calendar days after receiving the aforesaid notice, the Board will, if requested to do so, enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs. Any unit member who is to be laid off will be so notified in writing at least thirty (30) calendar days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.

C. Should reduction of force be necessary, the reduction shall first be made through attrition resulting from resignations, retirement, previously retired teachers, transfers, other separation or death.

Second, limited contract teachers shall be reduced before continuing contract teachers when deciding among teachers with comparable evaluations as provided below and reductions shall be made utilizing the following criteria:

1. Licensure/Certification.

2. Competency as determined by formal teacher performance evaluation.

   a) When final teacher performance evaluation ratings are comparable, limited contract teachers shall be reduced first and, in deciding among them, seniority in the District shall prevail. Then, continuing contract teachers with comparable evaluations in reverse seniority order.

   b) A teacher with a final teacher performance evaluation rating of "Accomplished" shall prevail over all teachers receiving a lesser final teacher

performance evaluation rating, irrespective of that teacher's contract status. Numeric values will be assigned to each of the ratings on the teacher performance side only and will be based on a three year average. In the event that teacher has not been with the district for three years, that teacher will be subject to RIF.

c) For the purpose of defining "comparable final evaluation rating", anyone with a final teacher performance evaluation rating of "Skilled" or "Developing" will be considered comparable.

d) A teacher with a final teacher performance evaluation rating of "Ineffective" shall not prevail over other teachers who receives a final teacher performance evaluation rating of "'Accomplished", "Skilled", or "Developing", irrespective of contract status. However, a teacher on a continuing contract with a final teacher performance evaluation rating of "Ineffective" shall prevail over a teacher rated "Ineffective" on a limited contract.

A bargaining unit member affected by the RIF may elect to displace a teacher who has a comparable or lower evaluation rating and, if comparable, is less senior in another area for which the bargaining unit member has a certificate/license on file in the office of the Superintendent.

Except in cases of urgent necessity, a member to be RIFed shall be given thirty (30) days written notice prior to the effective date of the RIF.

Unless a teacher has received a final evaluation rating of "Accomplished", a teacher who did not receive a formal evaluation will be considered "Skilled" for the applicable evaluation year.

D. 1. If there is a vacancy in a bargaining unit position, laid-off unit members who are certificated to perform the work in question will be recalled in seniority order.

1. If a laid-off unit member has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with the provisions of Section D(1) above.

1. Notice of recall will be sent by registered mail to the last address given to the Board by a unit member. A copy of the notice of recall will be given to the Association. If a unit member fails to respond within ten (10) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

2. A unit member who is rated Developing, Skilled or Accomplished who is laid off will remain on the recall list for thirty-six (36) months and a unit member who is rated Ineffective who is laid off will remain on the recall list for twelve (12) months after the effective date of his/her layoff unless he/she:

a. waives his/her recall rights in writing;

b. resigns;

c. fails to accept recall to any position for which he/she currently holds a license; or

d. fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall unless such unit member is sick or injured. If a unit member has secured temporary employment elsewhere, he/she will be allowed fifteen (15) calendar days additional time before being required to report to work.

3. While on layoff, a unit member will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits.

E. All benefits to which a unit member was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A unit member will not receive increment credits for time spent on layoff.

ARTICLE 8 - TEACHER CONTRACTS

A. Unit member contracts shall be acted upon by the Board of Education in accordance with provisions of the Ohio Revised Code. Notices of re-employment shall be provided to the unit members in the manner provided by law.

B. The form of the contract shall be left to the Board of Education, except that all contracts shall contain the following basic information:

1. Type of contract (limited or continuing).

2. Length of contract, including starting date and expiration date.

3. Annual compensation to be paid for the first year of the contract.

4. Position on the salary schedule regarding training and steps.

5. Signature of the unit member, Board President and Treasurer.

6. The unit member must return the signed contract to the Treasurer not later than twenty-one (21) days from the date of the Board of Education action offering the contract.

7. The Board of Education cannot recognize the existence or validity of any certificate unless it is on file. Unit members shall file all certificates with the Treasurer.

C. Unit members who wish to be considered for a continuing contract must comply with the following requirements:

1. Written notice of request to be considered must be received in the Superintendent's office by March 1st of the request year. This language is intended to supersede any conflicting provisions of ORC Sections 3319.08 and 3319.11 in regards to the granting of continuing contracts.

2. The unit member can only apply at the end of their current limited contract.

3. The unit member can only apply after a minimum of two years' experience in the District.

4. Continuing contract eligibility is governed by ORC 3319.08 and 3319.11, in addition to the requirements listed above. (See Appendix H for a description of the statutory eligibility requirements).

ARTICLE 9 - NON-RENEWAL

A. Reasons for non-renewal of a unit member's contract shall be clearly stated and given to him/her by the principal or Superintendent in writing as to why said principal or Superintendent intends to recommend the unit member's contract not be renewed.

B. The Superintendent shall discuss the reason(s) for a recommendation for non-renewal with the unit member prior to official action of the Board not to renew a limited contract. At the meeting where such discussions are held, the unit member shall have the right to have an Association representative of his/her choice present.

Article 9 is intended to supersede and replace the provisions of Ohio Revised Code 3319.11 regarding the non-renewal of contracts; except that notices of non-renewal shall be in compliance with the law.

ARTICLE 10 - TEACHER EVALUATION

A. The purpose of unit member evaluation is two-fold: to judge the competence of the unit member and to improve the overall program of the District; therefore, a primary concern of the administrators is not only judging but helping. When weaknesses are noted, be they in the competency or overall effectiveness of the unit member, the administrators will give assistance to the unit members needing to improve their effectiveness or their classroom performance by suggesting specific methods for improvement. The District will follow all current ORC laws. Should the law change, amendments will be made to this contract to reflect that change. A Memorandum of Understanding will be made regarding the affected sections in the contract and unit members sent the new terms.

B. Definitions

1. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct

evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

2. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

3. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

4. Evaluation Framework: The document created and approved by the ODE that establishes the Standards Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

5. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement as Appendix A-E.

6. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

7. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

8. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

9. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

10. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement as Appendix D.

11. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

12. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112. M. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

13. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement as Appendix D.

14. Teacher of Record: A teacher who is:

    a. Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,

    b. Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

    c. Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course

15. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix C of this Agreement.

C. Standing Committees for Evaluation and Student Growth Measures

1. Any minor changes in the teacher's evaluation instrument will be developed and approved by a committee consisting of three (3) Association-appointed members, the FEA President as an ex offico member, three (3) administrators, and the Superintendent or designee as an ex office member. Any substantive changes to the teacher evaluation instrument or procedure shall be ratified by the FEA and the Board prior to implementation. This committee will approve HQSD for Fairbanks Local School Districts.

2. Should a teacher, administrator or student (for the purposes of HQSD) experience absences which necessitate the modification of the evaluation policy, the committee will review the circumstances and recommend the adjustments to the policy for that situation.

3. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this

agreement, they shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

D. Standards Based Teacher Evaluation

1. Teacher evaluations will utilize multiple factors, as defined herein, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based on teacher performance.

2. Each teacher evaluation will result in an holistic performance rating of:

   a. accomplished;

   b. skilled;

   c. developing; or

   d. ineffective

3. The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference of the attached appendices.

4. The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

E. Assessment of Teacher Performance

1. Teacher performance will be evaluated using the OTES 2.0 framework.

2. No misleading, inaccurate or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

F. Formal Observation and Classroom Walkthrough Sequence

1. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least:

   a. Schedule of Observations

(1) The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations.

(2) The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference.

(3) Unit members should not be observed immediately prior to a holiday or school recess to preserve the integrity of the evaluation procedure.

(4) A teacher may request a formal observation at any time in addition to those required by this procedure.

(5) All formal observations shall be announced.

b. Observation Conferences

(1) A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. Pre-conferences will occur for all teachers on a full-cycle evaluation prior to formal observations.

(2) A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 5 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

(3) When requested, the evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

c. WALKTHROUGHS

(1) A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components in OTES 2.0 which results in brief written note(s) or a summary:

a) Communication with Students

b) Monitoring Student Learning

c) Student Centered Learning

d) Classroom Routines and Procedures

e) Classroom Climate and Cultural Competency

f) Use of Assessments

g) Evidence of Student Learning

(2) The walkthrough shall be at least 5 consecutive minutes, but not more than 30 consecutive minutes in duration.

(3) The teacher shall be provided a copy of the walkthrough form within a reasonable amount of time. The employee can request a meeting to debrief and may request notes, scripts, or other evidence collected during a walkthrough.

(4) Walkthroughs shall not disrupt the learning environment in the classroom.

(5) Teachers may request a walkthrough at any time.

d. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

(1) Professional growth and improvement plans shall be developed as follows:

a) Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.

b) Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

c) Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

d) Teachers whose evaluation rating is Ineffective or displays a specific deficiency based on the OTES 2.0 rubric shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

e) This language should not prohibit the District from placing a teacher on a non-OTES improvement plan during the course of the school year. A non-OTES improvement plan consists of items not in the OTES evaluation framework.

(2) The Board shall provide the allocation of financial resources, which may include professional development or mentoring/coaching, to accelerate teacher growth and improvement; and support to poorly performing teachers.

(3) A teacher in their first year of employment with the District shall not be placed on an improvement plan.

(4) The improvement plan shall include:

a) Specific, measurable instructional practices to be observed;

b) Specific, evidence-based resources, and assistance to be provided;

c) Clearly articulated timelines for the completion of the plan; and

d) Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

e) Shall utilize the form found in Appendix D of this agreement.

e. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended.

f. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

2. For the first three years of employment in Fairbanks Local School District, teachers shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

3. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three years.

4. A teacher who receives a rating of "Skilled" on his/her most recent evaluation may be formally evaluated every other school year.

5. A teacher may be formally evaluated in the year their contract with the district is expiring based on the recommendation of the building principal and approved by the superintendent.

6. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Notice of nonrenewal will follow procedures in the negotiated agreement.

7. The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by electronic receipt. The teacher shall have the right to make a written response to the evaluation to be placed in the teacher's personnel file. If signed, by the teacher, the receipt is to be made available to the Superintendent as soon as received. An electronic copy shall also be available to the teacher.

G. In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism (OTES Appendix C: Teacher Performance Evaluation Rubric).

H. The Holistic Performance Rating used in the Final Summative Rating shall be calculated in the following manner.

1. A numerical value for each category on the Teacher Performance Evaluation Rubric shall be assigned as:

   a. One (1) for Ineffective;

   b. Two (2) for Developing;

   c. Three (3) for Skilled; and

   d. Four (4) for Accomplished.

2. An average shall be calculated by taking the sum of each performance criteria (PC) and dividing by the total number of performance criteria (15) (Sum of PC ÷ 15).

3. The Teacher Performance Rating shall be assigned as follows:

   a. 1 — 1.4 = Ineffective Teacher Performance Rating

   b. Greater than 1.4 to 2.4 = Developing Teacher Performance Rating

   c. Greater than 2.4 to 3.49 = Skilled Teacher Performance Rating

   d. Greater than 3.49 = Accomplished Teacher Performance Rating

I. Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool at the request of his/her evaluator (OTES Appendix D: Self Assessment Summary Tool).

J. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved Standards for Ohio Educators and rubrics shall be addressed during the post-observation conference and/or following a walkthrough. All performance deficiencies identified by the evaluator shall be compiled and reported in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or following the walk-through.

K. The evaluator involved shall make written recommendations at the post-observation conference or following the walk-through and otherwise assist the teacher for the purpose of remediation of identified performance deficiencies.

L. Assessment of Student Growth

1. In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES).

2. In general, the Board will utilize the instruments to gather High Quality Student Data. Teachers will submit HQSD verification to evaluator at the start of the evaluation process.

3. Value Added (VA): Where value-added methodologies exist, the Board will utilize them in the evaluation process.

M. Final Evaluation Procedures

Each teacher's holistic performance rating will follow the OTES 2.0 framework.

N. Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

1. Definitions:

a. Retention - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be a basis when making decisions on contract suspensions, except in the instance of comparable evaluations. The

decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

b. Promotion - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

c. Poorly Performing Teachers - Teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

d. Comparable Evaluations - Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, "comparable evaluations" are defined in Article 7, section C.

O. Non-Renewal and Removal of Poorly Performing Teachers

1. Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Fairbanks Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

ARTICLE 11 - SENIORITY

A. Seniority shall be defined as continuous service from a unit member's most recent date of hire. Date of hire, for purposes of this Article, shall mean the first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal, placement on the seniority list shall be determined by the following tie-breaking procedure:

1. The first date the affected unit members may have served as a substitute or were previously employed by the District. If still unresolved, then:

2. The affected unit members will participate in a draw of cards with high card constituting the tie breaker, and so on.

3. The names of unit members will appear on a list which places continuing contract unit members at the top of the list in descending order of seniority, followed by limited contract unit members in descending order. The list shall include all certificates held by the unit member and which are on file with the Treasurer. All certificates held by unit members must be provided to the Treasurer. The list shall also include the date of hire for each unit member.

4. Unit members on leaves of absence shall be included on the list.

5. Part-time employees shall be listed separately from full-time employees.

6. The list shall be prepared by the administration on or before October 1 of each school year and posted on the main office bulletin board and in the teachers' lounge. The Association President shall receive a copy of the list on or before the posting date.

7. Each unit member shall have a period of fifteen (15) days after the posting of the list in which to advise the Superintendent, in writing, of any alleged inaccuracies which may affect his/her seniority status. The Superintendent will investigate any alleged inaccuracies and make such adjustments as may be in order and post the updated list following the fifteen (15) day period. No protest shall be considered after the fifteen (15) day period and the list shall be considered final until the next posting.

8. All timely filed protests must be resolved before the list shall be considered final. The finalized list shall be initialed by the Association President and the Superintendent with copies retained by each no later than November 15.

ARTICLE 12 - SICK LEAVE

A. All full-time unit members shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month, unless on leave of absence, for a total of fifteen (15) days per year. Unit members who have exhausted their accumulated sick leave shall be advanced up to the maximum sick leave remaining to be accrued during that year. Sick leave shall be advanced only upon receipt of a statement from a physician that the absence is necessary. If the unit member resigns, is placed on a leave of absence or is deceased prior to the restoration of the sick leave advancement, such unearned sick leave days paid shall be deducted from the final pay or a claim shall be made against the unit member or the estate of the unit member. Maximum sick leave accumulation shall be two hundred and eighty (280) days.

B. The previously accumulated sick leave of a unit member who has been separated from a public school in Ohio shall be transferred in full provided, however, that none of the such accumulated sick leave has been converted to pay at retirement, and provided that such re-employment takes place within ten (10) years of the last termination of public service.

It shall be the responsibility of the unit member to request the transfer of accumulated sick leave from the office of the Treasurer.

C. Each new full-time unit member, immediately upon reporting for duty, shall be credited with five (5) days of sick leave as defined in Section 3319.08 of the Ohio Revised Code, which may be used for personal illness and illness or death in the "immediate family," as defined below. Any of the five (5) days used shall be deducted from the sick leave earned thereafter.

D. Unit members may use sick leave if:

1. The absence is due to personal illness, pregnancy, emergency medical or dental treatment, injury, quarantine, exposure to contagious disease, and death, injury or illness of a member of the "immediate family" of the unit member. Immediate family, for this purpose, means parent, spouse and child, including foster parent, step parent, and stepchild, or other person(s) for whom the unit member is a guardian, or a relative living in the same household. Sick leave may be used upon the illness, injury or death of any other person upon the approval of the Superintendent.

2. Unit members may also use up to ten (10) days of sick leave per school year for the injury or illness of "other family members," defined as grandparents, grandchildren, in-laws, or siblings. Sick leave beyond the ten (10) days for other family members may be granted upon prior written approval of the Superintendent.

3. Sick leave of up to five (5) days may be used upon the death of a member of the unit member's immediate family, as defined above. Sick leave of up to three (3) days may be used upon the death of a member of the unit member's extended family. For this purpose, "extended family" means brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, or in-laws of the unit member or spouse. Sick leave beyond the amounts listed in this section may be granted upon prior approval of the Superintendent.

4. Unit members can use up to ten (10) days of sick leave for the adoption of a child. This leave is not in addition to FMLA leave, and will run concurrently with FMLA leave.

5. The principal or designee shall be notified of the intended use of sick leave and the duration if known at the time, as soon as possible prior to the absence of the unit member. Failure to give prior notice may result in an inquiry, loss of pay or other appropriate disciplinary action as may be determined by the Board.

6. Any unit member absence of seven (7) or more consecutive days may be required to provide medical verification of ability to return to work. The Board may, in lieu of or in addition to such medical verification, refer the unit member to a physician designated by the Board for examination at the Board's expense.

E. AESOP request should be completed as soon as possible. Deductions of such leave shall be calculated as follows: up to two (2) hours, one-fourth (1/4) day shall be deducted; over two (2) hours up to four (4) hours, one-half (1/2) day shall be deducted; over four (4) hours, one full day shall be deducted. Absence by reason of sick leave for periods of less than two (2) hours may be authorized without deduction of sick leave if payment of a substitute is not necessary, upon prior approval of the building principal.

F. All days absent as a result of the use of this provision shall be deducted from the total accumulated sick leave of the unit member using this provision.

ARTICLE 13 - PERSONAL LEAVE/BUSINESS LEAVE

A. Three paid personal leave days per year will be provided to Bargaining Unit Members to conduct personal business. Unit members may carry over two (2) unused days of personal leave to the next year (with a maximum of five (5) personal days at any one time) by notifying the Treasurer's office in writing by June 1st of each year. Unit members cannot use more than three (3) consecutive personal leave days unless approved in advance by the Superintendent. Personal days are unrestricted except for: the first day of school, the last 15 school days of the year, teacher work days, the work day before and after any vacation period, parent teacher conference days, in-service days of ½ day or more, and open house days when any such day is part of the school calendar.

B. Personal Leave may be used on the restricted days for the following reasons:

1. Appearance at court proceedings or legal hearings

2. Business obligations which cannot be conducted outside of regular school days due to conflict of hours. A brief statement of what the business is should be placed on the leave form.

3. Accidents to the property of the bargaining unit member (auto, home, etc.)

4. Other scheduled events such as weddings, required college or university examinations, college graduation of the bargaining unit member or members of their immediate family, registration for college, or university courses, or religious holidays.

C. Special request for use of personal leave on restricted days (for reasons other than those listed above), shall be granted at the sole discretion of the Superintendent /designee. Reasons must be unavoidable and not initiated by the bargaining unit member.

D. Availability of a sub and/or the number of staff out of the building on a particular day may result in the denial of the personal leave request for either restricted or unrestricted days. Once the leave is approved, it cannot be withdrawn without agreement of the Bargaining Unit Member and the principal.

E. Personal Leave may be used upon three work days advanced notice to the building principal, unless he/she waives notice based upon emergency circumstances. The

principal or designee will inform the unit member whether or not the leave has been approved within four work days after the request has been made or as soon as possible in emergency circumstances.

F. A stipend will be given to all Bargaining Unit Member for not using personal leave. The rate shall be the approved substitute rate (Initial Rate) per day of unused personal leave each year and shall be paid prior to July 1st.

ARTICLE 14 - PROFESSIONAL LEAVE

A. The procedure for unit members to obtain permission to attend meetings that are classified professional in nature and for which the Board will pay the unit member his/her contractual daily rate of pay and expenses to include registration, lodging, meals, and travel is as follows:

1. Each unit member desiring to attend a professional meeting will submit a proposal request to My Learning Plan for authorization to attend the meeting to the unit member's building principal. All requests are to be submitted at least seventy-two (72) hours prior to the date of the professional meeting which the unit member plans to attend.

2. All requests for permission to attend a professional meeting shall include:

   a. The name of the meeting and its sponsor.

   b. The date of the meeting.

   c. The place of the meeting.

   d. The items for which reimbursement is requested and the cost of each item.

3. Advance payment of registration fees by the Board is not usual procedure. The Treasurer will give unit members a check for registration fees to take with them to the meeting. No payment for expenses will be made unless the unit member renders proper claims accompanied by receipts.

4. Each unit member who is given permission to attend a professional meeting will be notified of that fact by the Superintendent either orally or in writing. The Superintendent may authorize attendance without Board payment of expenses.

B. The expenses of unit members attending professional meetings, when authorized, will be reimbursed in the following manner:

1. The Board will pay the reasonable and necessary costs of the meeting including registration, meals (for overnight trips only), travel, and room. Exception to the above is that, within the context of this Agreement, attendance at county workshops and teachers' meetings is not included. Unit members may be required

to attend professional meetings within the regular school day. If required, expenses will be paid as provided in this Article.

2. All receipts for reimbursement must be turned in within thirty (30) calendar days of the ending of the professional meeting. Reimbursement will not be made for receipts that are not turned in within this 30-day period, unless there are extenuating circumstances (e.g. a lost receipt or delayed billing). If there are extenuating circumstances those need to be stated in writing to the Treasurer's office within the 30-day period.

C. Association leave shall not be used under this Article.

ARTICLE 15 - ASSOCIATION LEAVE

A. Association leave will be granted to those unit members who need to conduct business on behalf of the Association under the following guidelines:

1. Association leave must be requested at least three (3) days in advance of the leave in writing stating the nature and the business of the leave. Application for the leave will be submitted to the Superintendent by the Association president. In the event of emergency circumstances the Superintendent may waive the three (3) day notice provision.

2. No expenses of the unit member on Association leave will be charged to the Board.

3. A maximum of two (2) days per unit member and a maximum of five (5) days total for the Association may be used each school year for Association leave.

4. Only one (1) unit member will be permitted Association leave during the same time.

ARTICLE 16 - MATERNITY AND CHILD CARE LEAVE

A. Maternity Leave

1. A unit member, upon learning of pregnancy, shall give written notification to the Superintendent at least ninety (90) calendar days prior to anticipated date of delivery. The unit member may use her sick leave, if eligible, and/or request an unpaid leave of absence for a period not to exceed six (6) weeks following the birth, unless her physical condition does not allow her to resume her duties.

2. If a pregnancy-related disability extends beyond six weeks following the birth, the unit member may continue to use accumulated sick leave upon presentation of a doctor's certificate, stating the actual complications that prevent her return to her duties.

3. The effective date of maternity leave will be the date advised by the attending licensed physician. The physician's statement shall be submitted to the Board indicating the unit member's assignment, anticipated delivery date and the date to which she should be able to perform her assignment without excessive absence or impairment to her health. If the unit member and Superintendent agree in writing, a date different from the doctor's date for beginning leave of absence will be effective.

B. Child Care Leave

1. If at the time of initial notification of pregnancy the unit member desires to take unpaid child care leave following the six-week period of disability (the disability period), she should so indicate on the notification. Unit members are eligible to apply for child care leave for up to ninety (90) calendar days.

2. If the unit member complies with the notice requirement contained in Section A(1), leave without pay shall be granted for the period of time requested. If the notice requirement is not complied with, the granting of a leave of absence shall be subject to the discretion of the Board. If a unit member gives birth during the summer break and has complied with the notice requirement, leave without pay shall be granted for up to ninety (90) calendar days. Early return from an approved leave of absence is dependent upon the existence of a position being open at the time the early return is requested.

3. A unit member who adopts a child shall be eligible to use unpaid child care leave. The unit member will give as much notice as possible, but in any case a minimum of thirty (30) calendar days notice to the Superintendent.

4. A unit member who is on unpaid child care leave who is scheduled to return at the beginning of a school year shall notify the Superintendent in writing not later than the April 1st prior to the scheduled return date of her intention to return on the scheduled date.

ARTICLE 17 - ASSAULT LEAVE

A. If a unit member receives a physical injury during the course of employment as a result of an assault by anyone other than another unit member, and the injury causes the unit member to miss work time, the Board will provide the unit member with up to three (3) paid days of assault leave. The assault leave will not be charged against the unit member's sick leave or any other leave. The absence from work must be due to the assault and must be verified by a doctor's statement.

B. A unit member must request assault leave in writing, specifying the nature of the injury, how the injury occurred, and the identity of the assailant.

ARTICLE 18 - JURY DUTY AND REQUIRED COURT APPEARANCE

A. A unit member shall notify the building principal as soon as possible of the fact that he/she has been summoned to court for jury duty, or by subpoena, and the date or dates such duty may include. After absence for such duty, either reporting or serving, the unit member shall forward the compensation received for such services, but not any reimbursements, to the Treasurer within ten (10) days of receipt of payment from the court and, at the next regular pay period, shall receive full payment of his/her regular salary from the Board for the day or days of excused absence for this purpose. Unit members who appear in court to bring an action or testify against the Board shall not be eligible for paid court leave.

ARTICLE 19 - SABBATICAL LEAVE

A. Unit members are eligible for sabbatical leave in accordance with the provisions of Ohio Revised Code §3319.131.

ARTICLE 20 - UNPAID LEAVES OF ABSENCE

A. Upon the written request of a unit member, the Board of Education shall grant a medical leave of absence for a period of not more than one (1) school year for illness or other disability. Upon subsequent request, such leave may be renewed at the discretion of the Board of Education.

B. Upon the written request of a unit member, the Board of Education may grant, if so recommended by the Superintendent, a leave of absence for a period of not more than one (1) school year for educational, professional, or other purposes.

C. All requests for such leave must be submitted to the Superintendent at least thirty (30) days prior to the requested leave, unless it is an emergency.

D. A unit member who is on unpaid leave of absence and who wishes and is scheduled to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than April 1st. Return from leave due to illness or other disability shall be accompanied by a doctor's statement indicating that the unit member is capable of resuming his/her assigned duties.

E. Upon return from an unpaid leave of absence, a unit member shall resume the contract status held prior to such leave and will be assigned to a position for which he/she is certified. Unit members using a Board-approved leave of absence shall not lose seniority held prior to the leave nor shall they earn additional seniority for the time on leave.

F. A unit member on any Board-approved unpaid leave shall be entitled to continue to participate in the applicable health insurance plans, to the extent permitted by the insurance contracts, so long as the unit member reimburses the Board monthly, in advance, for the total cost of said insurance at the rate paid for such insurance by the Board.

ARTICLE 21 - FAMILY LEAVE ACT

A. The Board and the employees shall have all rights and obligations as provided by the Family and Medical Leave Act ("FMLA"). The 12-month period is August 1 through July 31 of each year.

ARTICLE 22 - HEALTH INSURANCE

A. The Board will pay 85% of the premium for hospitalization and major medical insurance for both family and single plans. The unit member will pay the other 15% of the premiums. Each covered unit member agrees to pay his/her share of the monthly premium prior to any premium due date via payroll deduction or any other mutually agreed upon method.

B. The Board shall pay a pro rata contribution of the amount set forth in paragraph A above for those unit members covered hereunder who are less than full-time..

C. When both spouses are unit members, they shall be enrolled for family coverage or for two (2) single plans and the Board contribution shall be 100% of the applicable monthly premium.

If a spouse of a unit member is eligible for insurance at their place of employment and chooses to be on the health insurance plan at Fairbanks, they will pay an additional $100 a month premium to the District via payroll deduction. This policy is in effect for any new unit members whose first day is July 1st, 2017 or later.

D. The carrier for the coverage hereunder shall be chosen by the Insurance Committee, and will be the best available plan as determined by the Committee, provided that the coverage shall not be less than that in effect as of the date of the signing of this Agreement. The Association shall be notified of any change thirty (30) calendar days prior to the effective date of any carrier change.

E. The coverage provided hereunder shall be subject to the terms and conditions of the master group insurance contract between the carrier and the Board.

F. The parties agree to form an Insurance Committee which will consist of the Superintendent, the Treasurer, and two (2) unit members appointed by the Association. The committee will meet as needed, normally following the quarterly insurance meetings. Meetings shall be scheduled by the Superintendent/ Treasurer. The purpose of the committee will be to provide updates and information regarding insurance issues and to discuss any insurance problems.

G. The Board shall maintain a premium-only Section 125 Plan to allow unit members to pay insurance premiums with pre-tax dollars.

ARTICLE 23 - DENTAL INSURANCE

A. The dental insurance agreement between the Board and the Association provides for the following method of payment of premium:

1. The Board agrees to pay the total premium for the unit member.

2. The Board agrees to pay, at all times, 75% of the dependent premium.

3. A unit member must have half-time status to participate in the dental insurance.

B. The coverage of unit members and dependent dental expenses provided in the Agreement shall be:

1. Preventive dentistry

a. No deductible is required.

b. Will pay 100% of the R and C charges of:

(1) Routine oral exams (limited to twice per calendar year),

(2) Cleaning of teeth (limited to twice per calendar year),

(3) Fluoride treatments (limited to one course of treatments per year and to dependent children less than age 18), and

(4) Bitewing and full-mouth x-rays.

2. Basic and major dentistry.

a. For the combined basic and major dental charges, the unit member pays the first $25 of expenses incurred by each covered individual in the calendar year.

b. After this deductible is satisfied, will pay 80% of the R and C charges for basic dentistry of:

(1) Other x-rays,

(2) Fillings,

(3) Extractions,

(4) Oral surgery,

(5) Anesthesia,

(6) Root canal therapy,

(7) Periodontics,

(8) Space maintainers,

(9) Endodontics,

(10) Denture repairs.

c. After this deductible is satisfied, will pay 50% of the R and C charges for major dentistry of:

(1) Inlays and crowns,
(2) Fixed and removable bridges,
(3) Full and partial dentures.

The maximum combined benefit payable for preventive, basic and major dentistry is limited to $1,000 per person per year.

3. Orthodontia - children only.

a. Will pay 50% of insured's expenses to a lifetime maximum per individual of $750.

C. The carrier for the coverage hereunder shall be chosen by the Insurance Committee, and will be the best available plan as determined by the Committee, provided that the coverage shall not be less than that in effect as of the date of the signing of this Agreement. The Association shall be notified of any change thirty (30) calendar days prior to the effective date of any carrier change.

ARTICLE 24 - LIFE INSURANCE

A. All full-time unit members covered hereunder shall receive at no cost to him/her $50,000 group term life insurance and $50,000 group accidental death and dismemberment insurance.

B. Unit members working less than full-time shall receive one-half of the principal amounts set forth in paragraph A. above.

ARTICLE 25 - SALARY

A. The beginning base salary at the bachelor degree level shall represent 1.0000 index upon which all other salaries are to be determined in accordance with the index schedule.

B. In order to be eligible to move horizontally on the salary schedule (for example: Bachelor's to a Master's Degree), all supporting documentation must be turned in to the Treasurer's office by September 30th of the year of the change.

ARTICLE 26 - SUPPLEMENTAL CONTRACTS

A. Coaching experience shall be the total years experience as paid and contracted within the District, or experience outside the District in accordance with Section D, below, and will be calculated separately for each coaching position.

B. Non-coaching experience shall be calculated in the same manner for other supplemental contracts.

C. For purposes of conversion of experience for coaching as assistant head coach or any other such upward progression on the schedule, the following chart shall be used:

2 years experience as assistant	-	1 year head
3 years junior high	-	1 year head

D. Total credit for experience from both inside and outside the District shall not exceed ten (10) years.

E. Salaries paid in accordance with this schedule shall be adjusted in those cases where the terms of the contract are not fulfilled, or where the full time expected in the contract is not rendered.

F. All supplemental contracts for extra duties will be made in accordance with the provisions of the Ohio Revised Code, and currently employed unit members shall have first consideration for supplemental vacancies. The supplemental contract shall include the following information:

1. Expiration date.

2. The assignment.

3. The compensation to be received.

4. The position on the salary schedule.

5. Signature of the unit member, Board President and Treasurer.

6. All supplemental contracts shall automatically expire at the expiration date of the contract without Board action of non-renewal or further notices to the unit member.

G. Completion of supplemental duties must be verified by the Athletic Director or Principal. If the Athletic Director or Principal determines that the duties have not been completed, payment for the supplemental will be pro-rated from last day of service.

H. Unit members shall receive compensation for supplemental duties in the following manner:

1. Payment for supplemental duties will be made at the end of the season or term by direct deposit separate from payroll following the pay period in which the verification referred to in Section G above has been made by the appropriate individual. The supplemental pay authorization form will include two copies of a W-4 form for any staff member who wishes to alter deductions for the pay period with which they will be compensated for a supplemental contract. Following that

pay period, the employee will then return to the original number of deductions for subsequent pay periods.

I. The salary for new supplemental positions created by the Board shall be subject to the bargaining process. Any staff member may recommend additional supplemental positions not currently listed on the supplemental salary schedule to his/her principal. The educational value and rationale for the new position/program/team of the recommended activity will be described in writing, including a study of the number of students to be involved along with a proposed job description.

If the principal does not recommend that the supplemental position be created, he/she will give a written reason for the refusal to the staff member who made the proposal.

The final decision to create and recommend the supplemental position to the Board rests with the principal and Superintendent. If recommended by the principal, and supported by the Superintendent, the supplemental recommendation will be submitted to the Board for their approval. Once approved by the Board, the supplemental will be added to the agreement between the Board and the FEA. The amount of the salary will be negotiated in accordance with the negotiations procedures of this contract.

J. The base salary for which supplemental salaries are calculated shall be the base salary at Step BA-0.

K. The Supplemental Review Committee is a committee composed of two representatives of the association and two administrators. The committee will review new supplemental proposals on an as needed basis. The committee may reallocate unused supplemental contracts for one school year. The committee will meet at least once annually. The association president and superintendent will review committee members to prevent any conflict of interest.

L. New supplemental contracts can be proposed by an individual to their direct supervisor. The supervisor will review, then pass the proposal to the Supplemental Review Committee. The committee will make recommendations to the Board of Education.

ARTICLE 27 - PAYROLL PROCEDURES

A. It is understood that pay must be earned before payment is made. This includes all contractual work performed by unit members.

B. The normal payroll periods shall not exceed 24 (pay shall be the 10th and 25th of each month) unless mutually agreed to by the Association and the Board. If the 10th or 25th falls on a weekend or holiday, the pay will be issued on the last work day before the 10th or the 25th.

C. Deductions

1. The Treasurer shall deduct for unauthorized absences, federal, state and local taxes required by law, and the unit member's share of the retirement contribution.

The Treasurer shall also deduct for unit members covered hereunder upon the written request of him/her, amounts for Board-approved, tax-sheltered annuities and professional dues.

2. Dues deductions for all non fair share fee paying unit members shall be deducted for the following professional organizations in twelve (12) successive pay periods, beginning October 1, of each year: FEA, COTA, OEA, NEA, and OEA Retirement Savings Plan income protection provided that the minimum account has been established by the individual.

3. The Treasurer is authorized to remit all Association dues to the Association treasurer within five (5) days after such deductions are made.

4. Unit members shall be given the opportunity during the months of September and February to add or change all allowable deductions, including supplemental insurances, annuities and credit union accounts. Unit members can eliminate deductions at any time. All changes must be submitted by the 25th of September or February in order to be effective the first payroll of the following month.

5. Direct deposit of pay checks and electronic notification will be mandatory for all unit members.

6. Supplemental paychecks can be paid at the normal tax rate based on the unit member's current W-4 if the unit member notifies the Treasurer's office in writing upon submission of the supplemental contract. The form to be used for this purpose will be provided by the Treasurer's office.

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

E. As required by Section 3313.262 of the Revised Code, the Treasurer shall deduct from the wages and salaries of unit members such amounts for political organizations and parties and for non-partisan issues as the unit member, by written authorization, may demand, and shall transmit any amount so deducted as the authorization shall direct. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.

F. Unit members may purchase tax-sheltered annuities from companies approved by the Board and which have executed reasonable agreements protecting the Board from any liability attendant to the purchase of the annuity. Information may be obtained from the Treasurer concerning procedures to be followed in requesting deductions for tax-sheltered annuities. New annuity plans will not be approved unless at least five (5) unit members designate the same licensed agent, broker or company.

G. The Board shall reimburse unit members who are required to drive in the performance of their professional duties (regular and supplemental) at the rate established by the Internal

Revenue Service, as of July 1 of each year, rounded down to the nearest cent per mile driven. All payments shall be made within three (3) weeks of the mileage reporting date.

ARTICLE 28 - FAIR SHARE FEE

A. This article is null and void as a matter of law based on the U.S. Supreme Court's decision in Janus v AFSCME, Council 31, 585 U.S.__; 138 S. Ct. 2448 (2018). In the event the decision is overturned the language from this Article contained in the 2020-2021 contract shall be restored.

ARTICLE 29 - STRS PICK-UP

A. The Board shall designate each unit member's mandatory contribution to the State Teachers Retirement System of Ohio (STRS) as "picked-up" by the Board as contemplated by Internal Revenue Service Ruling 77-464N 81-36, although they shall continue to be designated as unit member contributions as permitted by the Attorney General's Opinion 82-097, in order that the amount of the unit member's income reported by the Board as subject to Federal and Ohio income tax shall be the unit member's total gross income, reduced by the then current percentage amount of the unit member's mandatory STRS contribution which has been designated as "picked-up" by the Board and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no unit member's total salary is increased by such "pick-up", nor is the Board's total contribution to the STRS increased thereby.

1. The "picked-up" percentage shall apply uniformly to all unit members as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.

2. The parties agree that should the rules and regulations of the I.R.S. or STRS change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee-employer contributions.

3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers' compensation, shall be based on the unit member's daily gross pay prior to reduction as based (e.g., gross pay divided by the number of days in a unit member's contract.)

4. It is understood that it is the responsibility of each individual unit member to make necessary adjustments in any other tax-sheltered annuities he/she has in order to be in compliance with I.R.S. laws and regulations.

5. The Board is not liable, nor will it be held responsible for any related legal, I.R.S., STRS, or any other agency's penalties or decision concerning this plan now or in the future.

6. The Association agrees to indemnify and save the Board harmless against any and all claims that should arise out of any action taken by the Board in compliance with the provisions of this article.

ARTICLE 30 - SEVERANCE PAY

A. A unit member, at the time of retirement from active service may be eligible for severance pay effective the last day of employment, providing eligibility requirements are met as follows:

1. Be employed by the District at time of retirement.

2. Have five (5) years or more service in the District.

3. Leave employment in good standing.

4. Have an application for service retirement approved by the STRS.

5. Complete an application for severance pay, filed with the Treasurer not later than ninety (90) calendar days after the last day of employment. Payment shall be paid in one lump sum within nine (9) months after the last date of employment, or when eligible. Unit member shall designate in application in which month payment is desired. In no case shall severance pay be made to a unit member who is still receiving regular income.

B. The formula for payment shall be:

One fourth (1/4) of the accrued sick leave pay to and including a maximum accrual of 280 days. The daily rate of pay shall be determined by the unit member's position on the Board-adopted salary schedule in effect at the time of retirement. Payment will be calculated by multiplying the daily rate of the unit member's pay by the total number of days or fraction thereof, as determined by the formula. Payment for sick leave on this basis shall be considered on all sick leave accrued by the unit member at that time. This payment shall be made only once for any unit member. If unit members choose to donate to the sick bank, the maximum accrual number will be reduced to match the donated number of days. The maximum number of donated days will not exceed 20 unless approved by the association president and superintendent.

ARTICLE 31 - TUITION REIMBURSEMENT

A. ALLOTMENT AND DISTRIBUTION

The Board shall allocate $15,000 per year (July 1 to June 30) for the tuition reimbursement program for bargaining unit members. Reimbursement shall be at a rate no greater than the actual tuition costs, and will not exceed the amount of tuition charged by The Ohio State University. Funds will be distributed on an equal basis at the end of each calendar year (December 31) and at the end of each fiscal year (June 30) to all eligible staff members. If the amount of reimbursement exceeds the available funds, the reimbursement will be prorated down to each bargaining unit member to a rate that depletes 100% of the funds.

The number of hours that can be approved for any one person in any one fiscal year shall be nine (9) semester hours or the equivalent quarter hours or an equal combination of both.

Reimbursement will only be disbursed for courses taken at schools approved by the Local Professional Development Committee (LPDC).

All bargaining unit members will be eligible for tuition reimbursement while employed and no matter how long they have been employed. Courses must be taken while employed.

Tuition costs are reimbursable by submitting paid receipts, a copy of the transcript, and the completed tuition reimbursement form. All forms must be submitted to the Treasurer's office prior to June 30 of the fiscal year in which the course was completed. Failure to submit all appropriate forms on a timely basis may result in voiding the tuition reimbursement request. The Tuition reimbursement form is attached to the agreement as Appendix J.

A minimum of a "C" grade shall be necessary to qualify for reimbursement. Pass/fail must be pass.

Bargaining unit members are required to take the course prior to requesting tuition reimbursement.

Monies paid pursuant to this section must be reimbursed to the Board by the bargaining unit member according to the following formula:

If the bargaining unit member leaves the employ of the Board prior to completing a year of service after receipt of tuition reimbursement payment – 100% of the total reimbursement must be returned to the Board. If a bargaining unit member loses their position due to RIF, no repayment is required.

B. ELIGIBILITY REQUIREMENTS

1. Must be accepted into graduate work at the university where the work is to be taken, or provide assurance that the work to be taken will be transferred and accepted at the university where the student is enrolled, or will be enrolled, in a program designed to upgrade an existing teaching certificate under which the unit member is currently teaching, with work restricted to assigned teaching field; and/or

2. Be required, as a result of teacher evaluation, to enroll in college level courses to improve teaching skills; and/or

3. Be required to take college work to qualify for a new teaching assignment.

4. To be eligible for reimbursement, all course must be from an accredited college or university.

C. RESTRICTIONS

1. Courses for which reimbursement is given from another source are excluded.

2. Courses that are included in a planned program leading to a certification in a field other than the unit member's assigned teaching field are excluded, except as indicated below.

   Unit members may apply for reimbursement for course-work not within their current teaching assignment, and/or education related, but such reimbursement shall be up to the discretion of the Superintendent. The decision of the Superintendent shall not be subject to the grievance procedure.

ARTICLE 32 - PERSONNEL FILES

A. The official personnel file of each unit member shall be maintained in the office of the Board and kept confidential to the extent permitted by law.

B. A unit member shall have the right, upon written request, to review at reasonable times the contents of his/her own personnel file. An Association representative may also have access to a unit members' personnel file when the unit member requests such access in writing.

C. The review of a personnel file by either a unit member or an Association representative may only be made in the presence of an administrator or designee. The review shall be made at a time that does not interfere with the operations of the District or the duties of the unit member or Association representative reviewing the file.

D. A unit member shall be entitled to a copy of any specific materials in his/her personnel file upon written request and payment of a standard copying charge to be set by the Treasurer.

E. All materials contained in a personnel file are the property of the Board and may not be removed without the written consent of the Superintendent. No anonymous materials will be placed in a unit member's personnel file.

F. Upon written request of the unit member, records of disciplinary action shall be removed from a unit member's personnel file after three (3) years if there have been no intervening disciplinary incidents during that time and shall not be considered in any future disciplinary action. These records shall be placed in a separate, public file.

G. A unit member shall have the right to indicate those documents in his/her personnel file which he/she believes to be inaccurate, untimely, irrelevant or incomplete. The unit member may request in writing that the Superintendent investigate the current status of the disputed information. The Superintendent will make a reasonable investigation to determine the accuracy, timeliness, relevance, or completeness of the file, and will notify the unit member of the results of the investigation and any plans the Superintendent has to take action with respect to the disputed information. The Superintendent's decision on

this matter shall be final and not appealable through the grievance procedure or any other legal process.

H. All materials placed in a unit member's file shall be signed by the unit member indicating that he/she has seen the material. The unit member shall receive a copy, at no charge, of each document placed in his/her file at the time he/she signs it. A unit member has the right to submit a statement to be attached to any disputed documents.

ARTICLE 33 - PUBLIC COMPLAINT PROCEDURE

A. Complaints against unit members originating outside the school system shall be handled as follows. The Board member or administrator receiving the complaint shall direct the person to contact the unit member and/or building principal. If the problem has not been resolved after such contact, then:

1. A complaint received by a Board member concerning the teaching or coaching staff shall be referred to the Superintendent.

2. The Superintendent shall inform the building principal where the unit member is assigned of the complaint.

3. If no resolution has been reached, the building principal, unit member and complainant shall meet to resolve the complaint. If a complaint cannot be resolved at this level a written copy of action recommended by the principal will be filed with Superintendent, unit member and complainant.

4. If the unit member or complainant is dissatisfied with the principal's written recommendations then a meeting of the unit member, principal and complainant will be arranged at a mutually convenient time to discuss the decision by the principal. All discussion and results will be recorded and written by the principal. A copy of the results, agreements and conclusions will be given to the complainant, unit member and Superintendent.

5. If the complainant or unit member is not satisfied with the results then the complainant or unit member shall be directed to the Superintendent or his/her designee for resolution. The Superintendent or designee shall evaluate all information and render a decision in the best interest of the student, the Board and the staff. The Superintendent's decision shall be in writing and copies given to the complainant, unit member, principal and the Board.

ARTICLE 34 - SUPPLIES AND FACILITIES

A. <u>SUPPLIES</u>

1. Grade books and lesson plan books complete with binder(s) will be provided for each unit member at Board expense at the beginning of each school year.

2. Unit members will be provided with adequate texts, supplies and necessary materials to teach assigned courses, and as approved by the Board.

3. The Board will supply all paper, pencils, pens, chalk, erasers, and other such materials required in daily instructional programs dictated by the Board.

4. A fund will be established for each building, called the "teacher supplies" fund, which will exist separately from the instructional supplies fund. The teacher supplies fund will be funded at the beginning of each school year with an amount equal to seventy-five (75) dollars times the number of unit members that begin the year in that building. The money for shared unit members will go to the building of the principal that evaluates that unit member.

B. TEACHING ENVIRONMENT

1. Upon request, available computers and other office machines and equipment may be used by the unit members for preparation of instructional materials.

2. Each existing classroom will have sufficient, conveniently located chalkboard and bulletin board space to complement the unit member's instruction.

C. FACILITIES

1. Unit members will have separate male and female restrooms for their exclusive use.

2. Unit members will have at least one (1) room that must be reserved as a faculty lounge in each building.

3. Unit members will be permitted to have one (1) coffee-making device in each lounge. A refrigerator and a microwave will be provided for unit members' use in the teachers lounge.

4. All unit members will have a desk and at least one (1) filing cabinet.

ARTICLE 35 - FACULTY MEETINGS

A. Proper operation of an effective school system necessitates the need for effective communications. Along with one-way communications (announcements, memos, e-mail, etc.) there must also be a strong and effective method of two-way or face to face discussions so that all parties are provided the opportunity for input in the decision making process.

1. No more than one (1) faculty meeting shall be scheduled per month and shall be scheduled at a time and place mutually agreed upon by the faculty and administration. This meeting will not preclude emergency or involuntary meetings. An emergency meeting is a meeting that covers an issue that needs the immediate attention of the staff and cannot wait until next month's meeting.

2. Faculty meetings should be limited to 45 minutes outside of the teacher work day. No Bargaining Unit Member shall be required to remain in any meeting that extends past 45 minutes outside the agreed teacher work day.

3. Attendance and punctuality by all faculty is required. Unit members assigned to two or more buildings shall attend faculty meetings on an alternating basis. That unit member and the building principals shall establish a rotation.

4. If a unit member has a dual role during a faculty meeting (teacher/coach, teacher/bus driver, etc.), the faculty meeting is the responsibility that will prevail.

5. Faculty Meeting agendas will be co-developed by the building principal and the building leadership team or department chairs. A meeting agenda must be released to unit members by the close of the preceding day. Continuing Education Units (CEU's) will be made available when possible.

6. The meeting should be for targeted audiences.

7. It is the responsibility of all to make the meetings effective and productive.

ARTICLE 36 - INCLUSION

A. Students who are identified as having special needs, i.e., cannot attend to their own bodily functions, or need one-on-one assistance to function in the classroom, shall have these special needs provided by a non-bargaining unit aide or a teacher volunteer.

B. Regular classroom teachers will not be required to perform said ministrations. However, a contingent of non-bargaining unit members and unit members will be trained to perform certain procedures in case of emergencies concerning a special needs student. This contingent will consist of other educational aides and unit members who have volunteered to take the training.

ARTICLE 37 - SCHOOL CALENDAR

A calendar which will include the times for parent/teacher conference days for the school year shall be developed annually by a committee composed of three unit members selected by the Association and three representatives appointed by the Superintendent. The committee shall be established no later than January 15, and the committee's calendar shall be presented to the Board by the March meeting. The Board will consider the calendar recommendation by the March meeting. The Board shall also set the time for the beginning and the ending of the school day in each building by the March Board meeting.

A. <u>SCHOOL DAY</u>

The regular school day will be seven hours twenty minutes including a thirty-minute duty free uninterrupted lunch period. Duties customarily assigned to be performed outside the regular school day including, but not limited to open house, IEP conferences, parent conferences

conducted before or after regular school hours and after school supplemental contract duties will not be considered part of the regular school day.

B. SCHOOL YEAR

The school year shall consist of 184 work days (up to178 instructional days, 2 parent-teacher days, and 4 in service or work days). In service days shall be defined as days where the district directs the teachers' time. Work days shall be defined as days where teachers direct their time. The first five calamity days missed will not be made up. Days missed in excess of five will be made up as remote instruction days with students. Remote instructional days may be used at a maximum of four days to recover lost time spent with students due to an excess of calamity days.

ARTICLE 38 - SCHOOL DELAY/TEACHER ARRIVAL

A. In case of a delay in the start of the school day, unit members will be at their assigned teaching stations at the earliest possible time considering local driving conditions and no later than the delayed starting time.

ARTICLE 39 - CONFERENCES - CLASSROOM VISITATIONS

A. Parental conferences, excluding IEP conferences, scheduled by the principal will be scheduled when reasonably possible to take place during the unit member's planning period. The unit member will have at least one-half day's advance notice of the meeting where reasonably possible.

ARTICLE 40 - FACULTY SUBSTITUTES

A. It is the building principal's responsibility to obtain substitutes for absent unit members, inasmuch as certified substitutes are available. Efforts will be made to obtain substitutes certificated in the area(s) in which they are substituting.

B. Unit members may be assigned to fill the positions of absent unit members. When so assigned, the unit member will be paid at the rate of $23.00 per period. If a unit member is assigned to fill the positions of absent unit members for more than one (1) period in a week, they shall be compensated as follows:

Total Periods Covered / Calendar Week	Coverage Bonus Pay
2 Extra Periods / Week	$33
3 Extra Periods / Week	$40
4+ Extra Periods / Week	$50

C. Whenever a unit member substitutes for an absent unit member during his/her conference period, it will be that unit member's responsibility to fill out a time card provided for the purpose and return it to the principal on the day that the substituting occurred.

D. Unit members shall receive substitute pay earned pursuant to Section B in their regular payroll check. Payment shall be made in the paycheck following the pay period in which the substitute pay was earned.

ARTICLE 41 - ADMISSION TO ACTIVITIES

A. Unit members and a guest are encouraged to attend, and will be admitted without charge to all extra-curricular activities of the District.

ARTICLE 42 - BOARD MINUTES

A. The Association president shall be provided a copy of the Board meeting agenda prior to each meeting. The Association shall receive, from the Treasurer, a copy of the official Board minutes soon after each meeting upon request; other public records which have been requested in writing will be provided in a reasonable time.

ARTICLE 43 - NO STRIKE - NO LOCKOUT

A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, or any strike, stoppage, or slowdown or other interruption of work for any cause whatsoever by the unit members or the Association.

B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement.

C. In the event that the unit members represented by the Association engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the unit members covered herein shall continue to work during any such activity as a condition of continued employment, without exception, and upon request of the Superintendent or the Board.

ARTICLE 44 - EMPLOYMENT OF RETIRED TEACHERS

A. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a minimum of five (5) and a maximum of ten (10) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). The PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.

B. First year PRT's may be awarded a three-year limited contract of employment that will automatically expire at the end of that limited contract without notice of non-renewal.

C. PRT's may be re-employed in subsequent years with Board approval but shall not become eligible for continuing contract status.

D. For purposes of Reduction in Force, PRT's will not accrue seniority.

E. PRT's shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.

F. PRT's shall be eligible to participate in the District's medical and dental insurance program effective 1/1/09.

G. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.

H. PRT's shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

I. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC §3319.11, §3379.13/14, §3319.111, §3319.17, and §124.39(B).

ARTICLE 45 - CLASS SIZE

A. The goal for class sizes will be 25 students per teacher. All reasonable efforts will be made to accommodate that goal and maintain equal distribution among departments. In addition, the distribution of students needing additional services including but not limited to IEP and 504 Plans will be taken into consideration when scheduling.

B. Teachers may request a meeting with the principal to discuss possible options for handling class size issues.

ARTICLE 46 - SEVERABILITY

A. In the event any of the provisions of this Agreement shall be declared illegal, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

ARTICLE 47 - ACADEMIC DISTRESS

As required by ORC Section 3302.1 O(P); the parties incorporate into this contract the provisions of ORC 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the district.

ARTICLE 48 - COLLEGE CREDIT PLUS

The Board will not suspend the contract of a professional staff member for the purpose of creating a vacancy to allow college classes.

Exceptions to the above or dual enrollment/college credit; annually these positions will be offered to qualified bargaining unit members. If there are no qualified bargaining unit members

for these positions, the Board may fill this vacancy with a teacher determined "qualified" by the Ohio Departments of Education and Higher Education.

ARTICLE 49 - SICK LEAVE BANK

By May 15, the Association may make a "call for donors" statement to all bargaining unit members for donations of sick or personal days for use by employees through the Sick Leave Bank in the subsequent school year. A maximum of five (5) days per employee per year may be donated to the Sick Leave Bank. The Association may make a call for donations at the beginning of each school year, if the total Sick Leave Bank days are below six hundred (600).

If at any point the number of days in the Sick Leave Bank is less than twenty-five (25) days, a second call for donations will be made by the Association. Employees that have not donated the maximum allowable number of days for the applicable school year may donate the number of days of sick leave up to a maximum of five (5) days. All employees may donate one (1) day of personal leave per year in addition to the five (5) sick leave days. Donated sick leave days will count against the unit member's maximum accrual in the severance pay calculation.

A bargaining unit member under a physician's care who has exhausted all of his/her accrued sick leave as a result of a debilitating personal illness or injury, excluding illness or injury related to elective surgical procedures, may be granted additional sick leave days only in the event of a catastrophic illness or injury. Such additional sick leave days shall accrue through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to do so in accordance with the provisions contained herein. The employee must submit a written statement from from a medical provider as to the reason additional sick leave is needed before any leave will be granted from the Sick Leave Bank.

Days may be requested from the Sick Leave Bank by a member of the bargaining unit for a personal catastrophic injury or illness or for a catastrophic injury or illness of a spouse or dependent child. All such requests must be approved by both the Superintendent and Association President. Each employee has a lifetime maximum Sick Leave Bank benefit of one hundred twenty (120) days, unless additional days are approved by the Superintendent.

If the Superintendent and Association President do not agree, the employee's request for Sick Leave Bank will be submitted to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall consist of three (3) members of the bargaining unit appointed by the Association and three (3) Administrators appointed by and including the Superintendent. In order to approve a request for days from the Sick Leave Bank, a majority vote of the Committee is required.

Sick Leave Bank days may not be used to extend a maternity/paternity leave unless a catastrophic medical complication is documented by a physician.

Sick Leave Bank days may not be used to delay the disability retirement of a bargaining unit member. The Board has the right to request the employee to have a disability evaluation before Sick Leave Bank is administered.

ARTICLE 50 - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2024, through June 30, 2027.

FAIRBANKS LOCAL BOARD OF EDUCATION		FAIRBANKS EDUCATION ASSOCIATION	
President of the Board	/Date	President	/Date
Treasurer	/Date	Negotiations Chair	/Date
Superintendent	/Date	Committee Member	/Date
Legal Representative	/Date	OEA Representative	/Date

APPENDIX A: Pre/Post-Observation Planning and Lesson Reflection Form Teacher Name

Directions to Teachers:

Complete left side of form (as a guide) prior to the lesson to be observed. Questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. You may attach lesson or unit plans. Provide evaluator with copy of this form to be used for discussion during pre-observation conference and reference during classroom observation. Complete the right side of this form following the lesson that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.

PLAN

	Planning (Pre-Observation)	Reflection (Post-Observation)	Performance Rating
FOCUS (Standard 4: Instruction) • What is the focus for the lesson? • What content will students know/understand? • What skills will they demonstrate? • What standards are addressed in the planned instruction? • Why is this learning important?			
ASSESSMENT DATA (Standard 3: Assessment) • What assessment data was examined to inform this lesson planning? • What does pre-assessment data indicate about student learning needs?			
PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS (Standard 1: Students / Standard 2: Content / Standard 4: Instruction) • What prior knowledge do students need? • What are the connections to previous and future learning? • How does this lesson connect to students' real-life experiences and/or possible careers? • How does it connect to other disciplines?			
KNOWLEDGE OF STUDENTS (Standard 1: Students) • What should the evaluator know about the student population? (*See Data Measures Inventory for the Classroom*) • How is this a developmentally appropriate learning activity?			

TEACH

	Planning (Pre-Observation)	Evidence (Post-Observation)	Performance Rating
LESSON DELIVERY (Standard 2: Content/Standard 4: Instruction) • How will the goals for learning be communicated to students? • What instructional strategies and methods will be used to engage students and promote independent learning and problem solving? • What strategies will be used to make sure all students achieve lesson goals? • How will content-specific concepts, assumptions, and skills be taught?			
DIFFERENTIATION (Standard 1:Students /Standard 4:Instruction) • How will the instructional strategies address all students' learning needs? • How will the lesson engage and challenge students of all levels? • How will developmental gaps be addressed?			
RESOURCES (Standard 2:Content / Standard 4:Instruction) • What resources/materials will be used in instruction? • How will technology be integrated into lesson delivery?			
CLASSROOM ENVIRONMENT (Standard 1:Students /Standard 5: Learning Environment) • How will the environment support all students? • How will different grouping strategies be used? • How will safety in the classroom be ensured? • How will respect for all be modeled and taught?			

		Planning (Pre-Observation)	Evidence (Post-Observation)	Performance Rating
ASSESS	**ASSESSMENT OF STUDENT LEARNING** (Standard 3 Assessment) • How will you check for understanding during the lesson? • What specific products or demonstrations will assess student learning / achievement of goals for instruction? • How will you ensure that students understand how they are doing and support students' self-assessment? • How will you use assessment data to inform your next steps?			
PROFESSIONAL	**PROFESSIONAL RESPONSIBILITIES** (Standard 6: Collaboration and Communication) (Standard 7: Professional Responsibility and Growth)			

Pre-Conference Initials: Teacher: _____ Evaluator: _____ Date and Time: _____

Post-Conference Initials: Teacher: _____ Evaluator: _____ Date and Time: _____

APPENDIX B: Informal Observation: General Form

Teacher Name: **Grade(s)/Subject Area(s):** **Date:**

Evaluator Name: **Time Walkthrough Begins:** **Time Walkthrough Ends:**

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: Photocopy to Teacher ☐

Ohio Teacher Evaluation System **Assessment of Teacher Performance**

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is to be scored holistically. This means evaluators will assess which level provides the best *overall* description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30-minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all *indicators* for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all *indicators*. The professionalism section of the rubric may use evidence collected during the pre-conferences and post-conferences as well as

information from the Professional Growth and/or Improvement Plan, if applicable.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING

Domains	Components	Ineffective	Developing	Skilled	
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher

Accomplished
The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

KNOWLEDGE OF STUDENTS	**Planning instruction for**	The teacher's instructional plan makes	The teacher's instructional plan makes minimal	The teacher's instructional plan reflects connections to	The teacher's instructional plan reflects consistent

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	connections to student experiences, culture, developmental characteristics or student backgrounds.	student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence:*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used. The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals. The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques. The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to

pre-conference, post-conference,		content-specific	strategies. Students	content-specific strategies to engage students.	engage students. The teacher's communication

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, *classroom walk-throughs/informal observations, peer review*		strategies. There is no student engagement. The teacher does not give students feedback.	demonstrate little engagement in the lesson. Feedback to students is general, occasional or limited and may not always support student learning.	The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking. The teacher gives students substantive, specific and timely feedback to support their learning.	strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions. The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.
LESSON DELIVERY *(continued)*	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Monitoring student understanding Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence:*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.

pre-conference, post-conference,				classroom.	

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
formal observation, classroom walk-throughs/informal observations, peer review, student surveys	**Evidence**	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of wellbeing.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of wellbeing.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment)	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs. The teacher does not share evidence of student learning with students.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs. The teacher shares evidence of student learning with students.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students. The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs. The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONAL RESPONSIBILITIES	**Communication and**	The teacher does not communicate with	The teacher inconsistently or unsuccessfully uses	The teacher uses effective and appropriate	The teacher uses multiple effective and appropriate

	collaboration with families	students and families.	communication and engagement strategies with	communication and engagement strategies	communication and engagement strategies with individual

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth) *Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review*	Element 6.1 Element 6.2		students and families. These do not contribute adequately to student learning, wellbeing and development.	with students and families, resulting in partnerships that contribute to student learning, well-being and development.	students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Communication and collaboration with colleagues Element 6.3	The teacher does not communicate and/or collaborate with colleagues.	The teacher inconsistently or unsuccessfully communicates and/or collaborates with colleagues, resulting in limited improvement of professional practice.	The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice.	The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	District policies and professional responsibilities Element 7.1	The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.	The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

ORGANIZATIONAL AREA: PROFESSIONALISM					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	Professional learning Element 7.2 Element 7.3	The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.	The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.	The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.	The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.
	Evidence	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Form can be found in ODE Model OTES 2.0 document: http://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Ohio-Teacher-Performance-Evaluation-Rubric-OTES-2-0.pdf.aspx?lang=en-US

Professional Growth Plan

The Professional Growth Plan helps the teacher identify areas of professional development that will enable the teacher to enhance practice. The teacher is accountable for implementing and completing the plan. The plan must align to any district and/or building improvement plan(s). The Professional Growth Plan is developed annually. It is to be reviewed regularly and updated as necessary based on collaborative conversations between the evaluator and the teacher.

The Professional Growth Plan should reflect the evidence available and focus on the most recent evaluation and observations. The Professional Growth Plan should be individualized to the needs of the teacher. The school or district should provide for professional development opportunities and support the teacher by providing resources (e.g., time, financial). The Professional Growth Plan must be clear and comprehensive. It is aligned to the most recent evaluation results and proposes a sequence of appropriate activities leading to progress toward the goals.

Teacher Name: Evaluator Name: ☐ Self-Directed (Accomplished) ☐ Jointly Developed (Skilled) ☐ Evaluator Guided (Developing)

Choose the **Domain(s)** aligned to the goal(s).			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery		☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	
Goal Statement(s) Demonstrating Performance on ***Ohio Standards for the Teaching Profession***	Action Steps & Resources to Achieve Goal(s)	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)	Dates Discussed
Describe the alignment to district and/or building improvement plan(s):			
Comments:			

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Form can be found in ODE Model OTES 2.0 document: http://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Model-OTES-2-0-Final-03-27-20.pdf.aspx?lang=en-US

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on ***Ohio Standards for the Teaching Profession***	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

Date for Improvement Plan to be evaluated: _____

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance.

☐ The Improvement Plan should continue for time specified: _____;

☐ Dismissal is recommended.

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

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

Teacher's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Form can be found in ODE Model OTES 2.0 document: http://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Model-OTES-2-0-Final-03-27-20.pdf.aspx?lang=en-US

APPENDIX E

High-Quality Student Data Verification Form

Teacher Name: _____ Evaluator Name: _____

Content Area(s): _____ Grade Level(s): _____

List sources of High-Quality Student Data used to inform instruction. Value-added data must be used as one source if available.

1.

2.

The high-quality student data instrument used must be rigorously reviewed by locally determined experts in the field of education to meet all of the following criteria:

Align to learning standards
Measure what is intended to be measured
Be attributable to a specific teacher for course(s) and grade level(s) taught
Demonstrate evidence of student learning (achievement and/or growth)
Follow protocols for administration and scoring
Provide trustworthy results
Not offend or be driven by bias

AND

The teacher must use the data generated from the high-quality student data instrument by:

Critically reflecting upon and analyzing available data, using the information as part of an ongoing cycle of support for student learning
Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class as well as individual students
Informing instruction, adapting instruction to meet student need based upon the information gained from the data analysis
Measuring student learning (achievement and/or growth) and progress towards achieving state/local standards

Comments:

Teacher Signature: _____ Date: _____

HQSD Approval Signature: _____ Date: _____

Form can be found in ODE Model OTES 2.0 document:
http://education.ohio.gov/getattachment/Topics/Teaching/Educator-Evaluation-System/Ohio-s-Teacher-Evaluation-System/OTES-2-0/Model-OTES-2-0-Final-03-27-20.pdf.aspx?lang=en-US

APPENDIX F

SALARY SCHEDULES AND INDEX

2024-2027 CERTIFIED SALARY SCHEDULE

Salary Schedule 2024-2025 (4% increase)

FAIRBANKS LOCAL SCHOOLS					
2024-2025 CERTIFIED SALARY SCHEDULE					
Base @ 4.0%		Bachelor	BA + 150	Masters	Masters + 20
46,472	0	$46,472	$49,679	$51,524	$53,327
	1	$48,238	$51,524	$53,327	$55,348
	2	$50,004	$53,327	$55,348	$57,579
	3	$51,770	$55,195	$57,579	$59,809
	4	$53,536	$57,128	$59,809	$62,040
	5	$55,302	$59,126	$62,040	$64,271
	6	$57,128	$61,194	$64,271	$66,501
	7	$59,126	$63,337	$66,501	$68,732
	8	$61,194	$65,553	$68,732	$70,963
	9	$63,337	$67,849	$70,963	$73,193
	10	$65,553	$70,224	$73,193	$75,424
	11	$67,849	$72,682	$75,424	$77,855
	12	$70,224	$75,224	$77,855	$80,582
	13	$72,682	$77,855	$80,582	$83,399
	14	$75,224	$80,582	$83,399	$86,215
	15	$77,766	$83,310	$86,215	$89,031
	20	$80,322	$85,866	$88,771	$91,847
	24	$81,600	$87,144	$90,049	$93,255
	28	$82,878	$88,422	$91,327	$94,663
	32	$84,328	$89,970	$92,925	$96,318
		Bachelor	BA + 150	Masters	Masters + 20
	0	1.0000	1.0690	1.1087	1.1475
	1	1.0380	1.1087	1.1475	1.1910
	2	1.0760	1.1475	1.1910	1.2390
	3	1.1140	1.1877	1.2390	1.2870
	4	1.1520	1.2293	1.2870	1.3350
	5	1.1900	1.2723	1.3350	1.3830
	6	1.2293	1.3168	1.3830	1.4310
	7	1.2723	1.3629	1.4310	1.4790
	8	1.3168	1.4106	1.4790	1.5270
	9	1.3629	1.4600	1.5270	1.5750

	10	1.4106	1.5111	1.5750	1.6230
	11	1.4600	1.5640	1.6230	1.6753
	12	1.5111	1.6187	1.6753	1.7340
	13	1.5640	1.6753	1.7340	1.7946
	14	1.6187	1.7340	1.7946	1.8552
	15	1.6734	1.7927	1.8552	1.9158
	20	1.7284	1.8477	1.9102	1.9764
	24	1.7559	1.8752	1.9377	2.0067
	28	1.7834	1.9027	1.9652	2.0370
	32	1.8146	1.9360	1.9996	2.0726

FAIRBANKS LOCAL SCHOOLS					
2025-2026 CERTIFIED SALARY SCHEDULE					
Base @ 3.0%		Bachelor	BA + 150	Masters	Masters + 20
47,866	0	$47,866	$51,169	$53,069	$54,926
	1	$49,685	$53,069	$54,926	$57,008
	2	$51,504	$54,926	$57,008	$59,306
	3	$53,323	$56,850	$59,306	$61,604
	4	$55,142	$58,842	$61,604	$63,901
	5	$56,961	$60,900	$63,901	$66,199
	6	$58,842	$63,030	$66,199	$68,496
	7	$60,900	$65,237	$68,496	$70,794
	8	$63,030	$67,520	$70,794	$73,091
	9	$65,237	$69,884	$73,091	$75,389
	10	$67,520	$72,330	$75,389	$77,687
	11	$69,884	$74,862	$77,687	$80,190
	12	$72,330	$77,481	$80,190	$83,000
	13	$74,862	$80,190	$83,000	$85,900
	14	$77,481	$83,000	$85,900	$88,801
	15	$80,099	$85,809	$88,801	$91,702
	20	$82,732	$88,442	$91,434	$94,602
	24	$84,048	$89,758	$92,750	$96,053
	28	$85,364	$91,075	$94,066	$97,503
	32	$86,858	$92,669	$95,713	$99,207
		Bachelor	BA + 150	Masters	Masters + 20
	0	1.0000	1.0690	1.1087	1.1475
	1	1.0380	1.1087	1.1475	1.1910
	2	1.0760	1.1475	1.1910	1.2390
	3	1.1140	1.1877	1.2390	1.2870
	4	1.1520	1.2293	1.2870	1.3350
	5	1.1900	1.2723	1.3350	1.3830
	6	1.2293	1.3168	1.3830	1.4310

	7	1.2723	1.3629	1.4310	1.4790
	8	1.3168	1.4106	1.4790	1.5270
	9	1.3629	1.4600	1.5270	1.5750
	10	1.4106	1.5111	1.5750	1.6230
	11	1.4600	1.5640	1.6230	1.6753
	12	1.5111	1.6187	1.6753	1.7340
	13	1.5640	1.6753	1.7340	1.7946
	14	1.6187	1.7340	1.7946	1.8552
	15	1.6734	1.7927	1.8552	1.9158
	20	1.7284	1.8477	1.9102	1.9764
	24	1.7559	1.8752	1.9377	2.0067
	28	1.7834	1.9027	1.9652	2.0370
	32	1.8146	1.9360	1.9996	2.0726

FAIRBANKS LOCAL SCHOOLS					
2026-2027 CERTIFIED SALARY SCHEDULE					
Base @ 2.0%		Bachelor	BA + 150	Masters	Masters + 20
48,823	0	$48,823	$52,192	$54,130	$56,024
	1	$50,678	$54,130	$56,024	$58,148
	2	$52,534	$56,024	$58,148	$60,492
	3	$54,389	$57,987	$60,492	$62,835
	4	$56,244	$60,018	$62,835	$65,179
	5	$58,099	$62,118	$65,179	$67,522
	6	$60,018	$64,290	$67,522	$69,866
	7	$62,118	$66,541	$69,866	$72,209
	8	$64,290	$68,870	$72,209	$74,553
	9	$66,541	$71,282	$74,553	$76,896
	10	$68,870	$73,776	$76,896	$79,240
	11	$71,282	$76,359	$79,240	$81,793
	12	$73,776	$79,030	$81,793	$84,659
	13	$76,359	$81,793	$84,659	$87,618
	14	$79,030	$84,659	$87,618	$90,576
	15	$81,700	$87,525	$90,576	$93,535
	20	$84,386	$90,210	$93,262	$96,494
	24	$85,728	$91,553	$94,604	$97,973
	28	$87,071	$92,896	$95,947	$99,452
	32	$88,594	$94,521	$97,626	$101,191
		Bachelor	BA + 150	Masters	Masters + 20
	0	1.0000	1.0690	1.1087	1.1475
	1	1.0380	1.1087	1.1475	1.1910

	2	1.0760	1.1475	1.1910	1.2390
	3	1.1140	1.1877	1.2390	1.2870
	4	1.1520	1.2293	1.2870	1.3350
	5	1.1900	1.2723	1.3350	1.3830
	6	1.2293	1.3168	1.3830	1.4310
	7	1.2723	1.3629	1.4310	1.4790
	8	1.3168	1.4106	1.4790	1.5270
	9	1.3629	1.4600	1.5270	1.5750
	10	1.4106	1.5111	1.5750	1.6230
	11	1.4600	1.5640	1.6230	1.6753
	12	1.5111	1.6187	1.6753	1.7340
	13	1.5640	1.6753	1.7340	1.7946
	14	1.6187	1.7340	1.7946	1.8552
	15	1.6734	1.7927	1.8552	1.9158
	20	1.7284	1.8477	1.9102	1.9764
	24	1.7559	1.8752	1.9377	2.0067
	28	1.7834	1.9027	1.9652	2.0370
	32	1.8146	1.9360	1.9996	2.0726

APPENDIX G

SUPPLEMENTAL SALARY SCHEDULE
2024 – 2027

			SUPPLEMENTAL SALARY SCHEDULE									
				2024-25								
Experience	Base	13%	10%	8.50%	7.50%	7%	6%	5%	4%	3%	2%	1%
0	$46,472	$6,041	$4,647	$3,950	$3,485	$3,253	$2,788	$2,324	$1,859	$1,394	$929	$465
1	$48,238	$6,271	$4,824	$4,100	$3,618	$3,377	$2,894	$2,412	$1,930	$1,447	$965	$482
2	$50,004	$6,501	$5,000	$4,250	$3,750	$3,500	$3,000	$2,500	$2,000	$1,500	$1,000	$500
3	$51,770	$6,730	$5,177	$4,400	$3,883	$3,624	$3,106	$2,589	$2,071	$1,553	$1,035	$518
4	$53,536	$6,960	$5,354	$4,551	$4,015	$3,748	$3,212	$2,677	$2,141	$1,606	$1,071	$535
5	$55,302	$7,189	$5,530	$4,701	$4,148	$3,871	$3,318	$2,765	$2,212	$1,659	$1,106	$553
6	$57,128	$7,427	$5,713	$4,856	$4,285	$3,999	$3,428	$2,856	$2,285	$1,714	$1,143	$571
7	$59,126	$7,686	$5,913	$5,026	$4,434	$4,139	$3,548	$2,956	$2,365	$1,774	$1,183	$591
8	$61,194	$7,955	$6,119	$5,201	$4,590	$4,284	$3,672	$3,060	$2,448	$1,836	$1,224	$612
9	$63,337	$8,234	$6,334	$5,384	$4,750	$4,434	$3,800	$3,167	$2,533	$1,900	$1,267	$633
10	$65,553	$8,522	$6,555	$5,572	$4,916	$4,589	$3,933	$3,278	$2,622	$1,967	$1,311	$656

			SUPPLEMENTAL SALARY SCHEDULE									
				2025-26								
Experience	Base	13%	10%	8.50%	7.50%	7%	6%	5%	4%	3%	2%	1%
0	$47,866	$6,223	$4,787	$4,069	$3,590	$3,351	$2,872	$2,393	$1,915	$1,436	$957	$479
1	$49,685	$6,459	$4,969	$4,223	$3,726	$3,478	$2,981	$2,484	$1,987	$1,491	$994	$497
2	$51,504	$6,696	$5,150	$4,378	$3,863	$3,605	$3,090	$2,575	$2,060	$1,545	$1,030	$515
3	$53,323	$6,932	$5,332	$4,532	$3,999	$3,733	$3,199	$2,666	$2,133	$1,600	$1,066	$533
4	$55,142	$7,168	$5,514	$4,687	$4,136	$3,860	$3,309	$2,757	$2,206	$1,654	$1,103	$551
5	$56,961	$7,405	$5,696	$4,842	$4,272	$3,987	$3,418	$2,848	$2,278	$1,709	$1,139	$570

6	$58,842	$7,649	$5,884	$5,002	$4,413	$4,119	$3,531	$2,942	$2,354	$1,765	$1,177	$588
7	$60,900	$7,917	$6,090	$5,177	$4,568	$4,263	$3,654	$3,045	$2,436	$1,827	$1,218	$609
8	$63,030	$8,194	$6,303	$5,358	$4,727	$4,412	$3,782	$3,152	$2,521	$1,891	$1,261	$630
9	$65,237	$8,481	$6,524	$5,545	$4,893	$4,567	$3,914	$3,262	$2,609	$1,957	$1,305	$652
10	$67,520	$8,778	$6,752	$5,739	$5,064	$4,726	$4,051	$3,376	$2,701	$2,026	$1,350	$675

			SUPPLEMENTAL SALARY SCHEDULE									
				2026-27								
Experience	Base	13%	10%	8.50%	7.50%	7%	6%	5%	4%	3%	2%	1%
0	$48,823	$6,347	$4,882	$4,150	$3,662	$3,418	$2,929	$2,441	$1,953	$1,465	$976	$488
1	$50,678	$6,588	$5,068	$4,308	$3,801	$3,547	$3,041	$2,534	$2,027	$1,520	$1,014	$507
2	$52,534	$6,829	$5,253	$4,465	$3,940	$3,677	$3,152	$2,627	$2,101	$1,576	$1,051	$525
3	$54,389	$7,071	$5,439	$4,623	$4,079	$3,807	$3,263	$2,719	$2,176	$1,632	$1,088	$544
4	$56,244	$7,312	$5,624	$4,781	$4,218	$3,937	$3,375	$2,812	$2,250	$1,687	$1,125	$562
5	$58,099	$7,553	$5,810	$4,938	$4,357	$4,067	$3,486	$2,905	$2,324	$1,743	$1,162	$581
6	$60,018	$7,802	$6,002	$5,102	$4,501	$4,201	$3,601	$3,001	$2,401	$1,801	$1,200	$600
7	$62,118	$8,075	$6,212	$5,280	$4,659	$4,348	$3,727	$3,106	$2,485	$1,864	$1,242	$621
8	$64,290	$8,358	$6,429	$5,465	$4,822	$4,500	$3,857	$3,215	$2,572	$1,929	$1,286	$643
9	$66,541	$8,650	$6,654	$5,656	$4,991	$4,658	$3,992	$3,327	$2,662	$1,996	$1,331	$665
10	$68,870	$8,953	$6,887	$5,854	$5,165	$4,821	$4,132	$3,444	$2,755	$2,066	$1,377	$689

Group 1	Group 2	Group 3
Head HS Football Head HS Basketball Asst. Athletic Director	Head HS Baseball Head HS Softball Head HS Soccer Head HS Volleyball Head HS Track and Field	Asst. HS Football (x4) Asst. HS Basketball Res. HS Basketball
13%	10.00%	8.50%

Group 4	Group 5	Group 6
Head HS Golf Head HS Cross Country Head HS Bowling Fresh. HS Basketball	Head MS Basketball (x2) Head MS Track Head MS Football Asst. HS Soccer Asst. HS Volleyball Asst. HS Track (x3) Asst. HS Baseball Asst. HS Softball Res. HS Soccer Res. HS Volleyball Res. HS Baseball Res. HS Softball	Head HS Football Cheer Head HS Basketball Cheer Head MS Baseball Head MS Softball Head MS Volleyball (x2) Head MS Golf Head Site Manager (Fall) Head Site Manager (Winter) Asst. HS Golf Asst. HS Cross Country Asst. MS Track (x2) Asst. MS Football (x2) Asst. HS Marching Band Res. HS Golf Fresh. HS Volleyball
7.50%	7%	6%

Group 7	Group 8	Group 9
Head HS Color Guard Head MS Cross Country Head HS Robotics Head MS Robotics Head ES Robotics Head HS Theatre Director Head HS/MS/ES Choir Advisor - HS NHS	Head Site Manager (Spring) Asst. HS Theatre Director Class Advisor - Juniors Class Advisor - Seniors Advisor - HS Student Council Advisor - MS NJHS	Head HS Weightlifting (Sum.) Head HS Percussion (Band) Head MS Football Cheer Head MS Basketball Cheer (x2) Head HS Mock Trial Head 8th Grade Trip Advisor - HS FCCLA Advisor - MS/HS Ski Club
5.00%	4%	3%

Group 10	Group 11
Head HS Weightlifting (Fall, Winter, or Spring) Asst. HS Football Cheer Asst. HS Basketball Cheer Head MS Outdoor Ed. Asst. HS Band Camp Staff (x3) Asst. HS Mock Trial Asst. HS Theatre - Pit Orchestra Director Asst. HS Theatre - Crew Director Asst. HS. Theatre - Choreographer Asst. Robotics ES Asst. Robotics MS Asst. Robotics HS Class Advisor Freshmen Class Advisor Sophomores	Member - HS MTSS (x3) Member - MS MTSS (x3) Member - ES MTSS (x3) Member - HS BLT/Dept Head Member - MS BLT/Dept Head Member - ES BLT/Dept Head

Advisor - HS International Club Advisor - HS Art Club Advisor - HS Science Club Advisor - HS Yearbook Advisor - HS Foreign Language Club Advisor - HS Power of the Pen Advisor - MS Yearbook Advisor - MS Student Council Advisor - MS Power of the Pen Advisor - ES Student Council Advisor - ES Yearbook Advisor - ES Destination Imagination Coordinator - 504s (1 per bldg. - ES, MS, & HS) Coordinator - MTSS (1 per bldg. - ES, MS, & HS)	
2%	1%

The allotment of BLT and MTSS positions will be subject to the discretion of the building principal and superintendent.

Additional Positions:

Lead Mentor - $1000

Entry Teacher Mentor - $750

Home Instructor - $30/hour + mileage

Tutor - $21/hour

APPENDIX H

CONTINUING CONTRACT ELIGIBILITY

The four statutory requirements for continuing contract eligibility (as of the 2010-2011 contract year) are:

1. THE LICENSING REQUIREMENT

In order to be eligible for continuing contract status, a teacher must hold either:

(a) a professional, permanent, or life certificate, or

(b) a professional (5-year) license (under prior law, or a "senior" or "lead" professional license under current law) (ORC 3319.08)

2. THE COURSEWORK REQUIREMENT

If a teacher holds a professional, permanent, or life certificate, no additional coursework is required for continuing contract eligibility. If a teacher holds a professional license, then he or she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:

(a) if the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken ***since*** the receipt of that first teaching certificate/license;

(b) if the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of relevant graduate coursework must have been taken ***since*** the receipt of that first teaching certificate/license. (ORC 3319.08)

3. THE SERVICE REQUIREMENT

In order for a teacher to be considered eligible for continuing contract status, he or she must have served in the district for a minimum number of years as follows:

(a) three years of teaching (not necessarily consecutive) within the last five-year period; or

(b) two years of service as a teacher or administrator, if the teacher previously held a continuing contract in another Ohio school district. (ORC 3319.11)

4. THE TIME-IN-EDUCATION REQUIREMENT (applies only to persons initially licensed after 1-1-11)

A person who never held a teaching certificate (under prior law) and who was issued an initial teaching license on or after January 1, 2011 may not become eligible for continuing contract

status in any district until he or she has held an educator license for at least 7 years. (ORC 3319.08[D][3].) This requirement can obviously be ignored for present purposes since at this time no such persons can have served long enough to be eligible, and no such persons can become eligible in any event until 2018 at the earliest.

APPENDIX I - GRIEVANCE FORM

NAME_____ DATE_____
BLDG/POSITION _____
DATE ALLEGED GRIEVANCE OCCURRED _____
SPECIFIC CONTRACT PROVISION(S) ALLEGEDLY VIOLATED_____
_____
_____

STATEMENT OF GRIEVANCE & CIRCUMSTANCES SURROUNDING GRIEVANCE
_____
_____
_____
_____
_____
_____

RELIEF SOUGHT_____
_____

PRESENTED TO ADMINISTRATOR Step 1 ☐

_____ _____
Date Grievant's Signature

_____
Administrator or Designee's Signature

ADMINISTRATOR'S RESPONSE_____
_____
_____
_____

_____ _____
Date of Response Administrator's Signature

ADVANCE TO STEP 2 ☐

_____ _____
Date Grievant's Signature

Superintendent or Designee's Response _____
_____
_____
_____

_____ _____
Date of Response Superintendent/Designee Signature

ADVANCE TO ARBITRATION ☐

_____ _____
Date Association President's Signature

_____ _____
Date Grievant's Signature

APPENDIX J

APPLICATION FOR TUITION REIMBURSEMENT

Before completing this application, please read the current negotiated agreement.

Name_____ Building Assignment_____

Home Address_____

College Course Taken*

Title:_____ Course #:_____ Grad. Hours:_____ Cost:_____

Date of beginning of quarter: _____ Date of ending of quarter: _____

Name of College or University:_____

Brief description of the course:_____

_____

How does this course relate to my teaching position? _____

_____

Restrictions:

I have read the restrictions listed in the Tuition Reimbursement Article, and this application complies with all sections of that Article.

Yes _____, No _____.

_____

Applicant/Teacher Date

Approval

Based upon the information contained in this application, approval for enrolling in the above courses is given. Payment will be made by the Board of Education according to the terms of the Tuition Reimbursement Article.

_____

(Superintendent) (Date)

_____

(Treasurer) (Date)

APPENDIX K

LPDC PROCEDURES

1. PURPOSE AND RESPONSIBILITY

The purpose of the LPDC is to provide an opportunity to give guidance and assistance for professional development and improvement to each employee. The focus of the LPDC should be professionalism and growth. The LPDC should not be a forum for criticism, but rather an opportunity for development.

The LPDC will be responsible for reviewing and approving professional development plans for recertification and licensure as specified by Ohio law.

2. COMPOSITION OF THE COMMITTEE

The Committee will be composed of five members, including three teachers and two administrators. One teacher from each building will be on the Committee. When an administrative plan is being reviewed, the Committee will consist of two administrators and one teacher. To the extent possible current LPDC members will participate in the administrative plan review.

3. SELECTION OF MEMBERS AND FILLING OF VACANCIES

The Superintendent will appoint the administrators to the Committee, and the Association President will appoint the teachers to the Committee. Vacancies and new appointments will be made in the same manner. Each party shall use whatever appointment process it chooses.

4. TERMS OF MEMBERS AND RENEWAL OF APPOINTMENTS

The initial appointments will consist of the following:

- 1 administrator for a two-year term
- 1 administrator for a one-year term
- 1 teacher for a one-year term
- 2 teachers for two-year terms

Following the initial appointments all terms of both administrators and teachers will be for two years.

5. CHAIRPERSON, QUORUM AND MINUTES

Each year the Committee shall select a chairperson by majority vote. The Committee shall also appoint a secretary to take notes at the meetings. The administration will arrange for the minutes to be typed up and will provide storage space for the records of the Committee.

A quorum for a meeting will consist of at least four members, except that a quorum for an administrative plan review is three members. The Committee may not take any official action unless a quorum is present.

6. DECISION MAKING

Every effort will be made to make decisions by consensus. If consensus cannot be reached, as a last resort a majority vote of a quorum will control.

7. MEETINGS

Meetings will be run using whatever procedures the group agrees to by consensus.

The Committee will determine the number of meetings and the time and place of such meetings. A yearly schedule of meetings and any requests for necessary additional meetings shall be submitted to the Superintendent in advance for approval. The intent of the parties is that as many meetings as possible will be held during teacher work time. Meetings that are on the approved yearly schedule will be canceled by the Superintendent only if substitutes are unavailable.

The Committee shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

At the end of each school year the Committee will prepare a report on its activities during the year and any suggestions it has for improvement and/or revision to these rules.

8. APPEAL PROCESS

Once the LPDC makes a final determination denying an individual's plan, the individual may appeal to a panel of three members consisting of the following: 1) a member of the LPDC Committee appointed by the Committee; 2) a person designated by the individual whose plan was denied; and 3) a person mutually selected by the first two members of the appeal panel. The determination of the appeal panel shall be final.

9. MASTER AGREEMENT AND TERMS AND CONDITIONS OF EMPLOYMENT

The LPDC does not have the authority to make any decision or promulgate any rule or procedure which impacts upon the wages, hours or terms and conditions of employment of bargaining unit members, or that requires the expenditure of Board funds, without the express prior approval of the Board of Education (or designee) and the Fairbanks Education Association.

In no event shall the LPDC make any decision or promulgate any rule or procedure which is contrary to the Master Agreement, Board policy, or any law or regulation governing the operation of school districts.

10. TRAINING

Any training that the LPDC believes is necessary and appropriate shall be presented to the Superintendent and FEA President for consideration.

11. COMPENSATION

Members of the Committee will receive a $500 stipend per year (July 1 - June 30) for fulfillment of their duties for the entire year. Partial year duty will be pro-rated based upon the full year stipend.