1302-01
24-MED-06-0695
45830

MASTER AGREEMENT

THE FAIRLAND
BOARD OF EDUCATION

AND

THE FAIRLAND ASSOCIATION OF
CLASSREOOM TEACHERS
[F.A.C.T.]

JULY 1, 2024-JUNE 30, 2027

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
ARTICLE 1:	PREAMBLE/RECOGNITION	1
ARTICLE 2:	AUTHORITY PROVISION	2
ARTICLE 3:	NEGOTIATIONS PROCEDURE	3
ARTICLE 4:	GRIEVANCE PROCEDURE	5
ARTICLE 5:	ASSOCIATION RIGHTS	10
ARTICLE 6:	PERSONNEL FILES	12
ARTICLE 7:	EVALUATION PROCEDURES OF BARGAINING UNIT MEMBERS	14
ARTICLE 8:	DISMISSAL AND NON-RENEWAL	24
ARTICLE 9:	REDUCTION IN FORCE	25
ARTICLE 10:	MISCELLANEOUS	30
ARTICLE 11:	LEAVE PROVISIONS	34
ARTICLE 12:	INSURANCE BENEFITS	46
ARTICLE 13:	TRANSFERS, REASSIGNMENTS, POSTINGS AND PROMOTION	49
ARTICLE 14:	ASSIGNMENTS	51
ARTICLE 15:	SCHOOL CALENDAR/SCHOOL HOURS	53
ARTICLE 16:	CONTRACTS	54
ARTICLE 17:	STUDENT DISCIPLINE AND TEACHER PROTECTION	59
ARTICLE 18:	REPRIMAND OF PROFESSIONAL STAFF	60
ARTICLE 19:	TEACHER-ADMINISTRATION COMMUNICATION	61
ARTICLE 20:	CLASS SIZE AND LOAD	62
ARTICLE 21:	COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT	63
ARTICLE 22:	TEACHER SUPPORT	65
ARTICLE 23:	PROFESSIONAL TEACHING STAFF	66
ARTICLE 24:	IN-SERVICE AND PROFESSIONAL DEVELOPMENT	67
ARTICLE 25:	TEACHING ENVIRONMENT	69
ARTICLE 26:	SALARY SCHEDULE, INDEX, METHODS OF PAY, AND FBI/BCI	70
ARTICLE 27:	SEVERANCE PAY	75
ARTICLE 28:	STRS PICK UP UTILIZING THE SALARY REDUCTION METHOD	76
ARTICLE 29:	HOME TUTORING	77

ARTICLE 30: TRAVEL REIMBURSEMENT 78
ARTICLE 31: SEVERABILITY 79
ARTICLE 32: SUPPLEMENTAL CONTRACTS 80
ARTICLE 33: DRUG FREE WORKPLACE 85
ARTICLE 34: IRS SECTION 125 PLAN 87
ARTICLE 35: FACULTY COUNCIL 88
ARTICLE 36: EMPLOYMENT OF RETIREES 89
ARTICLE 37: MID-TERM BARGAINING 91
ARTICLE 38: DURATION OF AGREEMENT AND SEVERABILITY. 92
Signature Page 93

ARTICLE 1: PREAMBLE/RECOGNITION

1.01 Role of Board, Superintendent and Teachers

1. Role of Fairland Board of Education

a. The Fairland Association of Classroom Teachers recognizes the Fairland Board of Education as the locally elected body with the responsibility of establishing policies for public education in the Fairland Local School District and as the employer of all certificated personnel in the school system.

2. Role of the Fairland Local Superintendent

a. The Fairland Association of Classroom Teachers and the Fairland Board of Education recognize the Superintendent as the chief executive officer of the Board and the primary professional advisor.

3. Role of the Fairland Teachers

a. The Fairland Board of Education and the Superintendent of the Fairland Local School District recognize the right of the individual teacher to join and support the Fairland Association of Classroom Teachers for their professional and/or economic improvement. The Association agrees to provide the names of the officers and number of teachers belonging to the Association by November 1st of each school year.

1.02 Recognition

The Fairland Local Board of Education, hereinafter referred to as the Board, recognizes the Fairland Association of Classroom Teachers, hereinafter referred to as the Association, as the sole and exclusive representative of all certificated personnel employed by the Board, excluding administrative, supervisory and substitute employees. Administrative and supervisory personnel as defined in Section 4117.0l(F) of the Ohio Revised Code shall be excluded from the bargaining unit.

The Fairland Association of Classroom Teachers is affiliated with the Ohio Education Association, Columbus, Ohio, and the National Education Association, Washington, D.C.

ARTICLE 2: AUTHORITY PROVISION

2.01 The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States and the administrative control of the school system and its properties and facilities. The exercise of the foregoing rights by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this contract. The Board and the Association agree that this negotiated agreement shall supersede any rules, regulations, or practices of the Board, which are contrary to or inconsistent with this negotiated agreement.

ARTICLE 3: NEGOTIATIONS PROCEDURE

3.01 "Good Faith" Negotiations

"Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counterproposal or give reason(s) as to why the proposal is not acceptable. "Good Faith" requires both parties to recognize negotiations as a shared process for the purpose of attaining agreement.

3.02 Areas for Discussion and Agreement

1. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this agreement for members of the bargaining unit.

2. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Fairland Local School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are provided by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

3.03 Procedure for Conducting Negotiations

1. Negotiations shall be conducted between authorized representatives of the Board and the Association. Said representatives will be known as the negotiations team. Each party shall be responsible for the selection of its team and shall give their team necessary authority to negotiate in "Good Faith" as previously defined.

2. The Association and the Board teams shall normally consist of five (5) members. However, should the Board wish to be present in negotiations, the Board shall notify the local president of FACT. FACT shall then be allowed representation equal in number to the Board' steam.

3. Negotiations shall be conducted in executive session.

4. To initiate negotiations, a letter shall be submitted by either the President of the Association to the President of the Board, or by the President of the Board to the President of the Association between 60 to 90 calendar days prior to the expiration of this Agreement. Said letter shall be for the purpose

of opening negotiations and calling for a meeting to discuss the issues, by title, desired to be negotiated. At this first scheduled meeting an agenda shall be adopted listing the items to be negotiated by either party. Items may be placed on the agenda after the first session upon mutual agreement of both teams.

5. Following the initial meeting, additional sessions will be arranged at mutually agreeable times until all issues are resolved or impasse is declared. Such negotiations will be concluded within sixty (60) calendar days from the initial meeting. However, these sessions can be extended by mutual agreement of the Board and the Association.

6. All sessions shall be limited to three (3) hours in length. Sessions may be extended by mutual agreement.

3.04 Reaching Agreement

1. As agreement is reached between the teams on each issue, it shall be reduced to writing and signed by representatives of both teams indicating tentative agreement.

2. When all items under consideration have been resolved, the total document shall be submitted to the Association to ratify and then submitted to the Board at its next regular meeting or within ten (10) days of Association ratification. Upon ratification by the Board, the items agreed upon shall become a part of the negotiated agreement effective July 1st of the contract year and both parties shall abide by the terms and conditions so stated. The Association shall provide copies of the agreement to all teachers within thirty (30) school days.

3.05 Resolving Differences (Impasse)

In the event an agreement is not reached within sixty (60) days through negotiations after full consideration of proposals and counterproposal, either party may declare impasse on those issues yet unresolved. If impasse is declared, the parties will mutually request assistance from the Federal Mediation and Conciliation Service in the form of a mediator. The mediator shall act in such capacity until one or both parties decide otherwise, or until agreement is reached. The procedure is in lieu of provisions contained in Section 4117.14. of the Ohio Revised Code but does not waive the Association right under 4117.14(D)(2), subject to the condition that the Association shall not resort to a strike for a period of sixty (60) days after a notice to negotiate has been served or until the expiration of the collective bargaining agreement, whichever occurs later.

ARTICLE 4: GRIEVANCE PROCEDURE

4.01 Grievance Policy

The Fairland Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all members and no reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

4.02 Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

4.03 Grievance Defined

A grievance is an alleged violation, misinterpretation or misapplication of this negotiated Agreement between the Board and the Association.

4.04 General Provisions

1. An alleged violation should first be discussed informally with the appropriate administrator prior to initiation of the grievance procedure.

2. An alleged violation shall be written in triplicate on a form furnished by the Association and shall include: (a) the alleged violation; (b) the relief sought; (c) the date the grievance was initiated; and (d) the signature of the aggrieved.

3. An individual grievance shall be initiated by the person so aggrieved within thirty (30) days of the date the grievant became aware of the alleged grievance. A day shall be defined as in Article 4.04(13).

4. A grievance based upon facts common to two (2) or more bargaining unit members shall be determined a group grievance and as such shall be filed as a single grievance by the Association on behalf of all those affected. A group grievance shall be initiated within thirty (30) days of the date the grievant became aware of the alleged grievance.

5. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.

6. The grievant may be represented throughout the grievance procedure at all levels of the grievance procedure, the grievant shall have the representation of their choice.

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

8. Failure of the aggrieved 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.

9. 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.

10. 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.

11. Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem, to discuss the matter informally with members of the Administration through normal channels of communication.

12. Nothing contained in this procedure shall be construed as limiting the rights of a member from using other professional or legal rights in resolving a complaint or problem.

13. A day shall be a day of normal instruction. After the close of the school year, a day shall be defined as a scheduled workday on which the district's administrative office is still open.

14. No reprisal shall be made against any party involved in the use of this grievance procedure.

15. A grievance may be withdrawn at any level without prejudice or record in the member's personnel file.

16. No record, document or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.

17. One copy of all records, documents or communications concerning a grievance shall be kept by the Association and one by the Board.

18. The Association shall have the right to be present for the adjustment of any and all grievances.

19. During the term of this Agreement, no grievant may be represented by any teacher organization other than the Fairland Association of Classroom Teachers in the processing of a grievance initiated pursuant to this procedure.

20. Grievance forms shall be exhibited in the Appendix of this Agreement.

4.05 Procedure-Formal

1. Level I - Administration

   a. If the grievant is not satisfied with the disposition of the informal level, a copy of the written grievance shall be submitted to the aggrieved's immediate administrator within ten (10) days following the informal level meeting.

   b. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

   c. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his position for resolution of the grievance.

   d. If no response is received or the grievant is not satisfied with the disposition at this level, the grievant may initiate Level II of the grievance procedure.

2. Level II- Superintendent

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

   b. The meeting shall be within five (5) days of therequest.

   c. The meeting shall be conducted in a manner stated in Level I.

d. Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for the resolution of the grievance.

e. If the aggrieved is not satisfied with the disposition at Level II, he/she may initiate Level III of the grievance procedure.

3. Level III - Local Board Hearing

a. If the aggrieved is not satisfied with the suggestion for resolution received at Level II, he/she may, within five (5) days of such written response, make written request to the President of the Local Board for a hearing with the Board and the Association.

b. The meeting shall be within fifteen (15) days of the request or the next Board meeting, whichever is more convenient for all parties.

c. The meeting shall be conducted in a manner as stated in Level I.

d. Within five (5) days of the meeting, the President of the Local Board shall provide the aggrieved with a written response stating the position of the Board and suggestion for resolution of the grievance.

4. Level N - Grievance Mediation

If the grievance is not settled at Level III, the grievance may be referred to grievance mediation. The selection of the mediator will be from a source agreeable to both parties. The selection of the source shall be made within fifteen (15) days of the receipt of the answer from the President of the Local Board in Step III.

5. Level V - Binding Arbitration

If the grievant(s) is not satisfied with the disposition of the grievance in step three or step four, the Association may request a hearing before an arbitrator by completing the proper form. The Association's request for arbitration shall be made within ten (10) days after the receipt of the Board's decision.

The parties shall jointly request either Federal Mediation Conciliation Services (FMCS) or American Arbitration Association (AAA) to furnish a list of seven (7) names from which an arbitrator shall be selected by the alternate strike method and notified in accordance with the rules of the FMCS or AAA. The arbitrator's authority shall be limited to deciding whether the express articles of this agreement have been violated. The

arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of this agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion not directly essential inreaching his/her decision.

The arbitrator's decision, if within the scope of his/her authority as set forth above, shall be final and binding on the Association, its members, the grievant(s), and the Board and its administrators, subject to the arbitration provisions of the Ohio Revised Code.

On all grievances affecting salary, the arbitrator may award back pay up to a maximum of three (3) years.

No grievance may be filed concerning a matter which has been made the subject of a charge with a state or federal agency or a complaint in a state or federal court.

The cost for arbitration, including the travel expenses, hearing room, etc., shall be paid by the losing party. The arbitration costs incurred by each party to the arbitration shall be paid by that party. In a case where there is no clear losing party, the arbitrator has the right and duty to apportion the costs to each party as that arbitration case dictates.

ARTICLE 5: ASSOCIATION RIGHTS

5.01 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal instruction programs in keeping with the provisions of building policy and the Ohio Revised Code. Such representatives shall be required to sign in at the main office of the building immediately upon entering the premises.

5.02 The Association shall have the right to use school facilities and equipment provided they
are not being used for any levy, issue, or candidate campaign related activities.

5.03 The Board shall provide a teacher bulletin Board in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin Boards.

5.04 The Association may use the internal mail and email system of the school and place Association communications inthe mailboxes provided each teacher in the system.

5.05 An Association representative shall be given time at the close of all building meetings of the instructional staff to make announcements.

5.06 The Local Treasurer, upon written request, shall present to the President of the Association or a building representative designee a yearly training and experience grid for bargaining unit members, not to include personnel whose salaries are not paid out of the general fund. The minutes of each board meeting will be emailed to the Association President(s) once they have been approved by the Board of Education.

5.07 Upon written request by the President of the Association, an appointed representative shall be placed on the agenda for any scheduled meeting of the Board and shall be given the time to speak if requested. Requests shall be made three (3) school days prior to the date of the meeting.

5.08 Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck, membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates.

1. Upon receipt of individual authorizations, all dues will be deducted by the Treasurer of the Board of Education in twenty (20) equal installments from the paychecks of each month beginning in October and ending in July. Any month that has three paychecks issued will only have dues deducted from the first two (2).

2. All dues money deducted shall be forwarded by the Board Treasurer to the Treasurer of FACT.

3. The Board shall not be responsible for nor expected to collect any unpaid dues from a bargaining unit member who terminates his/her membership in FACT.

5.09 No reprisals of any kind shall be taken against members of the Association for participation in membership activities.

5.10 The Association shall indemnify the Board against any and all claims, demands, suits, cost or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with Section 5.08 of this Article.

ARTICLE 6: PERSONNEL FILES

6.01 Teachers shall have the right, upon reasonable request, to review the contents of their personnel file. Such review will be allowed within twenty-four (24) hours of request, except a request made on the last day of a normal work week, in which case review will take place on the next work day.

6.02 At least once a year, a teacher will have the right to indicate those documents and/or material in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent and teacher. If the Superintendent agrees the document(s) shall be expunged and placed in the appropriate file for retention. In any case, the file will be expunged after three (3) years upon request of the teacher. The district shall move expunged files to a file maintained by the district but separate from the official file. This file will be maintained in accordance with all applicable law and at a time deemed appropriate the File Retention Committee may act accordingly by law and properly dispose of the documents.

6.03 The Board shall protect the confidentiality of bargaining unit member's personnel files to the fullest extent of applicable law.

6.04 No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he had the opportunity to review such material by affixing his signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material.

6.05 No anonymous letter, report or communication shall be included in the teacher's personnel file.

6.06 Each file item shall be dated as to its entrance therein, and as to the date when such item was made with notification to teacher.

6.07 An official file containing the following items shall be in the office of the Superintendent of schools for each teacher.

1. Application for employment, including references;

2. Copy of the latest contract, properly signed;

3. Ohio teaching certificate;

4. College transcripts and other in-service credits;

5. Required medical records;

6. Records of written conferences, together with any written replies thereto;

7. Performance record to include the Principal's or Supervisor's appraisal of work and growth according to formal evaluation procedures;

8. Letters of commendation and certificates of Award;

9. And other documents in accordance with this section.

6.08 Upon a signed written request, a professional staff member will be entitled to a copy of any material in his/her file for a charge of twenty-five cents ($0.25) per sheet or at a lower Board-adopted rate.

6.09 If the Board receives a written request to view a member's personnel file, the Board shall attempt to contact the member about the request. The member shall be given a reasonable opportunity to be present when the file is opened or to arrange for a representative to be present. However, the Board shall not be precluded from following applicable law regarding the release of public information.

ARTICLE 7: EVALUATION PROCEDURES OF BARGAINING UNIT MEMBERS

All Bargaining unit members whose limited contracts are set to expire at the end of the contract year shall be evaluated in accordance with the provisions of Sections 3319.11 and 3319.111 of the Ohio Revised Code and 7.06, below.

All other bargaining unit members shall be evaluated in accordance with the provisions of this Article.

7.01 Evaluation of certified/licensed teaching staff will be based upon Ohio Teacher Evaluation System (OTES). The evaluation of teachers, who spend fifty percent (50%) or more of his/her time providing content-related student instruction, shall be in accordance with this procedure, which align with the Standards for the Teaching Profession set forth in state law. The definitions prescribed in the Ohio Revised Code 3319, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated unless otherwise provided herein.

Evaluation of certified/licensed counseling staff will be based upon the Ohio School Counselor Evaluation System (OSCES). The evaluation of school counselors shall be in accordance with this procedure, which aligns with the Standards for the Ohio School Counselors, or in accordance with their specific job responsibilities and assigned duties as agreed upon by their designated building administration. The definitions prescribed in the Ohio Revised Code 3319.113, Ohio Administrative Code and ODE Model Policies, pertaining to this procedure shall be incorporated Unless otherwise provided herein.

7.02 District administrators who are credentialed shall be responsible for evaluation of the performance of teachers/school counselors. The evaluator shall also be credentialed by the Ohio Department of Education to administer the Ohio Teacher Evaluation System (OTES)/Ohio School Counselor Evaluation System (OSCES) so long as such credentialing exists. If a teacher/school Counselor is being evaluated by someone other than his/her building principal or immediate Supervisor, the teacher/school counselor will be notified of their intended credentialed evaluator no later than September 15th or within thirty (30) days of employment if employed after the start of the school year. However, bargaining unit members shall not serve as credentialed evaluators. Where a teacher/school counselor is under a continuing contract or under consideration for renewal/non-renewal or under an improvement plan, a district administrator will serve as the Credentialed Evaluator. The Credentialed Evaluator assigned to the teacher/school counselor shall complete all components of the Teacher/School Counselor Performance component except in the case of extenuating circumstances.

7.03 All teachers/school counselors shall be evaluated based on at least two (2) formal observations of at least (30) minutes each and periodic classroom walkthroughs each school year. The first observation will occur before the conclusion of the first semester. No teacher/school counselor may be evaluated more than once annually.

For all bargaining unit members, no walk-throughs or evaluation of any kind shall occur during the last day before or the first day returning from a holiday break.

The formal evaluation cycle for teachers shall consist of a professional growth/improvement plan, a pre-observation conferences(s) (waivable if mutually agreed upon by member and administrator), a formal holistic observation [minimum of thirty (30) minutes], classroom walkthrough(s), a formal focused observation(s) (minimum of thirty (30) minutes), and a final summative conference.

The formal evaluation cycle for school counselors shall consist of a professional growth/improvement plan, a pre-observation conference(s) (optional at counselor's discretion), formal observation(s) (minimum of thirty (30) minutes), post-conference(s), and walkthrough(s).

7.04 Less Frequent Evaluation Cycles

Teachers/school counselors who are rated Accomplished on the most recent evaluation will be subject to a Full Evaluation Cycle once (1) every three (3) years unless s/he is up for renewal, provided the teacher/counselor submits a self-directed Professional Growth Plan to the evaluator each year, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing action steps, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

Teachers/school counselors who are rated Skilled on the most recent evaluation will be subject to a Full Evaluation Cycle once (1) every two (2) years unless s/he is up for renewal, provided the teacher/school counselor and the evaluator jointly develop a Professional Growth Plan for the teacher/school counselor, and for teachers, the evaluator determines the teacher is making growth progress on that plan. Growth progress is defined as completing an action step, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. If a teacher/school counselor does not need to complete a full evaluation cycle, they will complete a Less Frequent Evaluation Cycle.

The Less Frequent Evaluation Cycle consists of a professional growth plan, one (1) observation, and one (1) post-conference discussion of progress on the Professional Growth Plan.

A teacher/school counselor may request a formal observation at any time, in addition to those required. Such requests may be denied by the Evaluator. The evaluator will supply the teacher/school counselor with the reason for the denial in writing.

7.05 Teachers/school counselor who are on a limited or extended limited contract and who are under consideration for non-renewal shall be evaluated based on at least three (3) formal observations of at least thirty (30) minutes each and periodic walkthroughs during the last year of their contract. The Superintendent may waive the third (3rd) observation, if the teacher/school counselor is not being considered for non-renewal.

7.06 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the twenty-one (21) days. Calendar days exclude Winter and Spring breaks for this Article only.

7.07 All teacher/school counselor evaluations are completed by May 1, with a written copy of the evaluation results and final holistic rating provided to the teacher by May 10th and signed by the evaluator and the teacher/school counselor via eTEPS. The teacher's/school counselor's signature should not be construed as evidence that the teacher/school counselor agrees with its contents.

7.08 Evidence provided by the teacher/school counselor and gathered by the evaluator during the pre-conference (waivable if mutually agreed upon by member and administrator), formal observations, walkthroughs, post conference, required school sponsored events, and other substantiated factors impacting the teacher's/school counselor's performance or professionalism will be used by the evaluator when applying the Performance Rubric. All observation of teacher/school counselor work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher/school counselor. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples. A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized test, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, Ohio Means Jobs, acceptance rates, and exposure to post-secondary options/surveys.

7.09 The formal observation shall consist of an optional pre-observation conference (waivable if mutually agreed upon by member and administrator), a formal holistic or formal focused observation, and a post-conference. Formal observations shall be conducted in collaboration with credentialed evaluator and the teacher/school counselor. The optional pre-observation conference will occur within five (5) workdays of the observation and the post-conference will occur within ten (10) workdays following the observation, unless the teacher/school counselor or administrator is absent during the observation or evaluation timeframe, or unless

other extenuating circumstances exist. The teacher/school counselor will provide the optional pre-observation (at the member's discretion) form to the credentialed evaluator at least one (1) school day prior to the optional pre-observation conference. The teacher/school counselor will provide the post observation form to the Credentialed Evaluator at least one (1) school day prior to the post observation conference. At the post-observation conference, the Credentialed Evaluator and teacher/school counselor will review the evidence collected and collaboratively review the draft of the Observation Summary Report Form that the Credentialed Evaluator brings to the post-observation conference.

7.10 A walkthrough/informal observation ("walkthrough") is a formative written assessment by a Credentialed Evaluator. A walkthrough for a school counselor is a formative written assessment piece of non-confidential activities by a Credentialed Evaluator. There shall be no more than six (6) walkthroughs per teacher/school counselor Performance Cycle, unless additionally requested by the teacher/school counselor. The walkthrough may be unannounced, but nothing prohibits informing the teacher/school counselor of a walkthrough. A walkthrough shall be at least five (5) consecutive minutes, but not more than twenty (20) minutes. Within five (5) workdays of completing the walkthrough, the evaluator shall provide the teacher/school counselor with a copy of the Walkthrough/Informal Observation Data form. If the teacher/school counselor requests to meet the evaluator to review this form, this meeting will be held before the next walkthrough occurs. The teacher/school counselor request to meet with the evaluator must occur within two (2) school days following the receipt of the Walkthrough/Informal Observation Data Form.

7.11 Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on teacher performance using OTES 2.0 rubric.

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on two goals: one in relation to the six standard areas and the second in relation to the Metric of Outcomes data. For School Counselors, the metric of Student Outcomes goal shall refer to data provided demonstrating that student's skills, knowledge, or showing behaviors have positively changed as a result of the school counselor's actions or shall be adapted to align with the job responsibilities of the school counselor in each building as agreed upon by the building administrator and counselor.

In the event the Ohio Legislature modifies these criteria for teachers or school counselors; the Union and the Board agree to negotiate on the limited issue of whether these criteria should also be modified in this Article.

7.12 Within ten (10) calendar days of receiving evaluation documents such as holistic/formal/focused observations, walkthroughs, and the final summative rating of teacher/school counselor effectiveness for, a teacher/school counselor has the right to make a written response to the aforementioned documents and to have it attached to the appropriate document(s). The components of the formal evaluation cycle will be used to determine the final holistic rating.

7.13 Any teacher/school counselor who was on leave from the school district for fifty (50%) or more of the school year shall be exempt from the evaluation process.

7.14 Upon implementation of OTES 2.0 High Quality Student Data (HQSD) will apply as long as required by law. Each teacher evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. HQSD shall be used as evidence in any component of the teacher's evaluation related to the OTES 2.0 rubric which include HQSD.

The high-quality student data instrument used must be reviewed by the District Evaluation Committee to ensure it meets all of the following criteria:

A. Align to learning standards
B. Measure what intends to be measured
C. Be attributable to a specific teacher for course(s) and grade level(s) taught
D. Demonstrate evidence of student learning (achievement and/or growth)
E. Follow protocols for administration and scoring
F. Provide trustworthy results
G. Not offend or be driven by bias.

7.15 Teachers/school counselors who receive a final summative rating of Accomplished must develop a self-directed professional growth plan and may choose their credentialed evaluator(s) from the Board approved evaluator list. An evaluator may decline the selection if the evaluator denies the selection, s/he must provide the teacher/school counselor with written reasons for the denial. Teacher/school counselors who receive a final holistic rating of Skilled or Developing must develop professional growth plans collaboratively with their credentialed evaluator(s) from the Board approved list.

Teachers/school counselors who receive a final holistic rating of Ineffective must develop an improvement plan with their credentialed evaluator(s). The Superintendent/designee assigns credentialed evaluators to teachers/school counselors who receive a final summative rating of ineffective.

7.16 Effectiveness Rating shall be calculated utilizing the procedures under Ohio law.

7.17 The Superintendent or designee shall annually file a report to the Department of Education including only information required by law.

7.18 Only the final evaluation rubric and the final holistic rating of teacher/school counselor effectiveness form are to be placed in a teacher's school/counselor's file. The forms will be signed and dated by both the administrator and the teacher/school counselor. Signatures indicate only that the forms were seen by the teacher/school counselor and administrator, not necessarily agreement with the contents.

7.19 Upon request, the credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.

7.20 No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g. OTES/OSCES Self-Assessment Form). This tool may be used by a teacher/school counselor as a resource.

7.21 Video or audio devices shall not be used to record a teacher's classroom instructional performance of the evaluations by the Credentialed Evaluator. The district will not use video/audio evidence submitted to ODE by a Resident Educator for their residency requirements as evidence to assess teacher performance (OTES).

7.22 Any teacher/school counselor who submits a notice of retirement and that notice has been accepted by the Board not later than the first day of the second semester of the school year in which the evaluation is otherwise to be conducted, will not be evaluated.

7.23 Professional Growth & Improvement Plans: Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be based upon the results of the formal holistic observation and aligned to any existing school district or building improvement plan. These plans will be due to the evaluator by October 1st of the following school year.

1. Professional Growth Plan: Teachers will be required to make adequate progress on their Professional Growth Plan as defined in 12.04 in order to remain on a Less Frequent Evaluation cycle.

   A teacher with a final holistic rating of Accomplished will develop a self-directed Professional Growth Plan. A teacher with a final holistic rating of Skilled will develop a jointly directed Professional Growth Plan. A teacher with a final holistic rating of Developing will develop a Professional Growth Plan that is guided by the assigned evaluator.

   A school counselor who is rated Accomplished, Skilled or Developing will develop a professional growth plan in collaboration with his/her assigned evaluator.

Each school counselor will develop a Professional Growth Plan on an annual basis no later than the first Monday in October.

2. Improvement Plan: A teacher with a final holistic rating of Ineffective will be placed on an Improvement Plan.

   A school counselor who is rated Ineffective will be placed on an Improvement Plan.

   a. The Credentialed Evaluator shall develop an Improvement Plan to address any significant teacher/school counselor performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Forms (In Appendix D). A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric. The Credentialed Evaluator shall meet with the teacher/school counselor to review the Improvement Plan and receive input from the teacher/school counselor before the Improvement Plan is finalized and implemented.

   b. If the district anticipates taking adverse employment action based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. The Improvement Plan may be created after the first or second observation in this circumstance.

      1. If a teacher/school counselor on an Improvement Plan requests a support teacher/counselor, the Credentialed Evaluator shall identify a support teacher/counselor (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator).

      2. Support Teacher/Counselor: A mentor teacher/counselor who supports a teacher/counselor who has been placed on an Improvement Plan.

7.24 A teacher who accepts a student teacher(s) will still have his/her student growth measures reflect all students for whom s/he is the teacher of record. Any teacher may volunteer to accept a student teacher during the school year. No teacher shall be assigned a student teacher.

7.25 Electronic Teacher and Principal Evaluation System (eTPES) or Ohio Evaluation System (Ohio ES).

The Superintendent shall choose the minimum required/least intrusive option for submitting teacher evaluation data to the ODE and/or third parties. Rebuttal for eTPES or Ohio ES data shall be kept in the teacher's/counselor's personnel file and not placed into eTPES or OhioES.

Bargaining unit members shall not be required to enter additional data other than what is required by the selected eTPES/OhioEs option into eTPES/OhioEs. Violation is grounds for a grievance under Article 2. Prior to final submission of the data to eTPES/OhioES, the administration shall provide the teacher the data within five (5) days of the final submission date.

7.26 District Evaluation Committee

There shall be a District Evaluation Committee, which shall be comprised of a Union team appointed by the Union President(s) and Administrative team appointed by the Superintendent, the union team having up to five (5) members and the administrative team having up to three (3) members. The District Evaluation Committee shall review its established ground rules annually. The District Evaluation Committee shall reach decision through consensus, shall receive training on the state-adopted evaluation framework(s), including High Quality Student Data training as permitted by Ohio law, on-sit or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The District Evaluation Committee shall keep minutes summarizing its meetings. Members of the District Evaluation Committee shall be paid per hour at auxiliary compensation as outlined in the supplemental salary schedule. Meetings are not to exceed four hours per year unless approved by the Superintendent.

The District Evaluation Committee is responsible for:

1. Reviewing and making recommendations on the OTES/OSCES and non-OTES evaluation procedure and instruments.

2. Review, discuss, and make a recommendation for conducting virtual observation(s) and walkthrough(s) utilizing the OTES/Non-OTES/School Counselor rubric(s).

3. Assists in determining, selecting, and approving High Quality Student Data Tools.

4. Provide a recommendation whether to implement the vendor assessment as HQSD.

5. Making recommendations as set forth throughout Article 12 titled Evaluation.

6. Shall annually review the evaluation process and instruments for the Non-OTES evaluation system and make a recommendation(s) during the term of this contract. Any recommendations made by the District Evaluation Committee shall be sent to the Union Executive committee and the Superintendent/Board. Any District Evaluation Committee recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 12 Evaluation may be implemented provided the Union Executive Committee and Superintendent/Board agree.

7.27 Evaluation of non-OTES certified staff. The evaluation of bargaining unit members, who spend fifty (50%) or less of his/her time providing content-related student instruction, shall be in accordance with this procedure, 7.23. The goal of the policy and the formal evaluation procedure is improvement of instruction and/or support/related services.

7.28 District Administrators shall be primarily responsible for evaluation of the performance of bargaining unit members.

7.29 All bargaining unit members shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic walkthroughs each school year. No bargaining unit members shall be evaluated more than once (1) annually. The first observation will occur before the conclusion of the first semester.

7.30 Bargaining unit members who are on limited contract and who are under consideration for nonrenewal shall be evaluated based on at least three (3) formal observations and periodic walkthroughs during the last year of their contract. The parties agree that bargaining unit members who are in their probationary period, who will not be renewed, shall not be subject to this three (3) formal observation requirement.

7.31 There shall be at least twenty-one (21) calendar days between each formal observation unless there is mutual agreement to amend the twenty-one (21) days.

7.32 All bargaining unit member evaluations are completed by May 1, with a written copy of the evaluation results provided to the teacher by May 10.

7.33 Evidence provided by the bargaining unit member and gathered by the evaluator during the pre-conference, formal observations, informal observations (including at school sponsored events), walkthroughs, post-conference and other factors impacting the bargaining unit member's performance or professionalism will be used by the evaluator when compiling the summative evaluation.

7.34 The evaluator will give a copy of the completed observation form(s) to the bargaining unit member at least one (1) day in advance of the post-observation conference. Changes to the observation form information may be made as a result of additional information gathered in the post-observation conference. A bargaining unit member may include a written response within ten (10) workdays of receipt of an observation (formal or informal), a walkthrough, or a summative rating.

7.35 The formal observation shall consist of an optional pre-conference (waivable if mutually agreed upon by the member and administrator), an observation, and a post conference. The optional pre-conference will normally occur within five (5) workdays of the observation. The post-conference will normally occur within ten (10) workdays following the observation, unless the bargaining unit member or administrator is

absent during that time frame. A summative evaluation will normally be completed within ten (10) working days of the last observation post-conference. All observations and other documented items will be consolidated into the summative evaluation. A copy of the summative evaluation will be given to the bargaining unit member. Time limits may be extended by mutual agreement.

7.36 The bargaining unit member shall have the right to request a follow-up conference following the summative evaluation conference.

7.37 When an effective rating is identified, as overall holistic performance or within an individual category of the rubric, the evaluator will assist the bargaining unit member to set up written goals and objectives for the improvement plan in the problem area(s). The goals and objectives will denote what type of assistance will be provided by the administration. The bargaining unit member is responsible for implementing reasonable suggestions for improvement. The bargaining unit member's signature on the goals and objectives will not constitute agreement with the goals and objectives, but only that the bargaining unit member has seen them.

7.38 Final observation documents and final summative evaluation documents will be placed in the bargaining unit member's personal file.

ARTICLE 8: DISMISSAL AND NON-RENEWAL

8.01 Termination of Contract - termination of a teacher's contract shall be according to Section 3319.16 and 3319.161 and related provisions of the Ohio Revised Code. Dismissal means the involuntary termination of an existing teacher' s contract either continuing or limited before its expiration.

8.02 Nonrenewal of Limited Teaching Contract

1. All non-tenured teachers being considered for a non-renewal shall be evaluated a minimum of one (1) time, with a minimum of three (3) observations.

2. Before the Board takes final action not to renew a teacher's limited contract, the Board shall direct the Treasurer of the Board to give the teacher written notification of such intention on or before May 1 of the school year involved. Such written notification shall contain in writing the reasons for the Board's intended action.

3. The teacher, upon receipt of such notice of intention to non-renew, shall have until May 15 of the school year involved to submit a written request to the Treasurer of the Board for an informal appearance before the Board. If such an appearance is requested, the Board shall notify the teacher of the time and place of his/her meeting with the Board. The teacher shall only be entitled to one (1) hearing before the Board on the issue of non-renewal. This requirement supersedes and replaces any statutory provision for a hearing before the Board. The hearing shall occur prior to the Board action to non-renew.

4. At the meeting, the teacher shall have the opportunity to present the reasons as to why his/her contract should be renewed. The Board shall then exercise its best judgment and good faith according to the law in considering it decision. The teacher may elect to be represented at the hearing provided for herein by one representative of his/her choice.

5. This requirement shall not create an expectancy of continued employment nor shall it prevent the Board from making the final decision regarding a contract renewal or non- renewal.

ARTICLE 9: REDUCTION IN FORCE

9.01 The Board may make reasonable reduction in force (RIF), through the suspension of contracts, when any of the following occur:

1. decline in enrollment;

2. the return of teachers from a leave of absence,

3. a bona fide consolidation,

4. when there are insufficient funds to provide the existing levels of education, or

5. any reason provided for under R.C. 3319.17.

9.02 For a RIF based upon district finances, then the following shall apply: (1) at least sixty (60) calendar days prior to the proposed effective date of a RIF, the Board's administration shall provide written notice to the Association President of the need for, or potential of, a RIF; and (2) at least thirty (30) calendar days prior to the proposed effective date of a RIF, the Association President and Vice President will be afforded a meeting with the Superintendent and Treasurer to discuss the need for the RIF.

9.03 Seniority

1. Seniority shall be defined as the length of continuous employment with the Board of Education.

   a. Seniority shall begin to accrue from the date of hire in a bargaining unit position.

   b. Seniority shall accrue for all time a person is on active pay status or is receiving worker's compensation benefits.

   c. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

   d. Military service in the time of a national emergency, or a call to active duty in the armed services, shall be credited as full-time in determining seniority when the bargaining unit member service is interrupted.

2. Equal Seniority

a. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

b. Ties in seniority shall be broken by the following method to determine the most senior employee:

1. The order in which the teacher was hired according to the Board minutes.

3. Loss of Seniority

a. Bargaining unit members who are non-renewed and who are re-employed by the Board as a bargaining unit member within 120 calendar days of their last contracted day of employment as a bargaining unit member with the Board shall have their seniority bridged including the accrual of the time period when the bargaining unit member was not employed by the Board. Bargaining unit members whose contracts are non-renewed and are not re-employed by the Board in the manner prescribed above shall lose any and all seniority accrued.

b. Seniority shall be lost when a teacher retires or resigns; is discharged or non-renewed or otherwise leaves the employment of the Board.

Non-bargaining unit employees who accrue seniority under this agreement and who do not re-enter the bargaining unit shall lose all seniority if they retire, resign, are discharged or non-renewed or otherwise leave the employee of the Board.

4. Seniority List

a. A Seniority list shall be posted annually, by October 15, with a copy being sent to the Association President.

b. The seniority list shall list employees in seniority rank order within areas of certification, with the name of the most senior member appearing at the top of the list. The names of members who are certified in more than one (1) area shall be included on the list for all areas of certification.

c. The seniority list shall include the following information:

1. Employee's name,

2. Date of hire,

3. Contract status (limited or continuing)

9.04 The Board shall determine the subject area and the number of teachers in each area to be reduced.

9.05 Attrition-The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign, or whose limited contracts are not renewed on the basis of performance, in area of certification where a reduction is required.

9.06 Reductions in any area of licensure will be made starting with limited contract teachers with the lowest average scores on teacher evaluations in the area of certification (if there are no limited contract teachers in the area of licensure, reductions will start with continuing contract teachers with the lowest scores on teacher evaluations).

If all scores are comparable, then reductions will begin with limited contract teachers at the bottom of the seniority list in the area of licensure. See below for example:

Level 1: Limited Contract teacher with the lowest average evaluation rating.

Level 2: If evaluations are comparable, limited contract teacher with lowest seniority.

Level 3: Continuing contract teacher with the lowest average evaluation rating.

Level 4: If evaluations are comparable, continuing contract teacher with lowest seniority.

Those teachers who have their contracts suspended shall have recall rights. They shall remain on a reduction in force list for a period of twenty-four (24) months following the date of suspension.

1. A teacher is notified that he/she is to be laid off will have the right to displace any less senior teacher whose work he/she is properly licensed to perform and has a comparable or higher evaluation. Written notice of intent to exercise the right must be given to the Superintendent, with a copy to the Association, within fourteen (14) calendar days after a teacher is notified that he/she is to be laid off. Within fourteen (14) calendar days after he/she receives such notification the Superintendent will notify the less senior teacher that he/she is to be displaced.

2. A teacher who displaces another teacher will be placed on the proper step of the salary schedule for the new position according to his/her experience and education and will retain all of his/her accrued benefits.

3. A teacher who is to be displaced pursuant to this Section will have the same displacement rights vis-a-vis less senior teachers as a teacher who is to be laid off pursuant to Section 1 above.

4. If there is a vacancy in a negotiating unit position, laid off teachers who are certificated to perform the work in question will be recalled in seniority order.

5. If a laid-off teacher 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 subsection 1 above.

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

7. A teacher who is laid off will remain on the recall list for twenty-four (24) 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 the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position;

   d. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured and so verifies in writing. If a teacher has secured temporary employment elsewhere, he/she will be allowed two (2) days additional time before being required to report to work.

8. Bargaining unit members on layoff may continue to participate m fringe benefit programs by picking up the full cost of said benefits.

9.07 All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon his/her return to active employment, and will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.

9.08 No vacancy in a negotiating unit position will be filled by the Board until the procedures set for in this Article have been complied with.

9.09 Only the Association in its discretion, and not any individual bargaining unit member, may challenge through the grievance procedure and any court action whether Article 9 has been violated by the Board.

ARTICLE l0: MISCELLANEOUS

10.01 Teachers will be required to perform the following duties: playground, assembly, late bus, study hall, cafeteria, hall duty by the building principal in order to maintain proper discipline and safety for all students. Building principals shall make an effort to rotate such duties in an equitable fashion throughout the school year. Teachers may be requested occasionally to attend faculty meetings prior to student arrival or after students have left the buildings. All faculty meetings shall be no longer than thirty (30) minutes in duration before school and no more than 40 minutes after school.

10.02 The Board will provide a professional expense allotment for teachers/coaches to attend service workshops according to the following:

1. Not to exceed $500.00 for the cost of an academic workshop or $400.00 for the cost of an athletic/coaching workshop and hotel per certificated person per school year. (July I-June 30). Mileage will also be reimbursed at the IRS standard mileage rate.

2. Must be used on a workshop approved by the Superintendent prior to attendance. In order to qualify for the expense allotment, teachers/coaches must submit the request for workshop form and it must be approved in writing by the Superintendent at least thirty (30) days prior to the workshop start date.

3. Not to be used for college class for tuition purposes.

4. When school is in session, no more than four (4) teachers from the district, and no more than three (3) teachers from each building may attend a workshop on the same day per occurrence. This number may be increased at the discretion of the building principal or superintendent providing that substitute teachers are available.

5. Written proof of expenditures, including mileage to be reimbursed, (registration, lodging, etc.) and proof of attendance at workshop must be submitted to the Treasurer of the Board of Education before payment shall be made.

6. An unlimited number of teachers may attend workshops on weekends or in the summer.

7. Attendance at workshops may not be more than two (2) school days in length during the school year.

8. When two or more persons attend the same conference at the same time, mileage payments shall not exceed that due for each vehicle used.

9. Must teach in the school district the year following attending summer workshop or otherwise money must be refunded.

10. The Board, in accordance with the Ohio Revised Code, Section 3319.071, agrees to reimburse any teacher $200.00 per semester hour per year of said additional training. Such course shall be tied to the teacher's current assignment, or be of some value to the district. In return, the teacher must receive a passing grade for each class, and must teach in the district the following year. Claims for reimbursement submitted by January 15 shall be paid in February. Claims for reimbursement submitted by September 15 shall be paid in October. Proof of successful course completion must accompany each reimbursement request. All claims for reimbursement must be made to the District Treasurer no later than one (1) year after the completion of the course. Failure to do so will result in the denial of the reimbursement.

10.03 Mentor Programs

1. Definitions:

   a. Resident Educator Teacher(s)(RET): Are teachers new to the profession, hold a valid 2-year Resident Educator License, and in the first year of employment. They shall be assigned a trained mentor by the Superintendent.

   b. New Teacher(s): Are teachers who have previous teaching experience but are new to the district. They will be assigned a mentor to assist them with various responsibilities they will encounter during their first year in the district.

   c. Mentor: A teacher who has received the proper training and is licensed by the State of Ohio Department of Education or some other agency licensed or authorized to award such certification to be licensed/certified Resident Educator Mentor, with certification on file with Board's Treasurer.

   d. Formative Assistance: Diagnostic assistance is designed to yield information that will assist Resident Educator Teachers to identify specific areas for skill enhancement. Formative assistance consists of collaboration among the professionals to provide adequate diagnosis and assistance to support individual professional achievement.

2. Responsibilities:

    a. All mentors for RET shall meet with their assigned Resident Educator Teacher at least once per week or as necessary.

    b. Mentors shall maintain records of their discussions with the RET, classroom observation notes, and any other related documentation as deemed necessary and appropriate by the mentor.

    c. A mentor shall not be assigned more than two (2) Resident Educator Teachers in a school year.

    d. The mentor shall not be involved with the decision-making process concerning the hiring or non-renewal of a Resident Educator Teacher's limited contract.

3. Restrictions:

    a. The Formative Assistance Plan mutually developed by the mentor and the RET shall not be utilized for corrective measures.

    b. A mentor shall not participate in any formal evaluation of the RET, nor shall the mentor be required to or requested to make a recommendation as to the continued employment of the RET.

    c. The observations and evaluations of the building principal shall be the determining factor in the recommendation of renewal or non-renewal of the RET's limited contract.

4. Protections:

    a. The mentor teacher shall have no notations made on their evaluation as to the success or non-success of their efforts as a mentor, nor will the Board of Education/Superintendent be required to continue to assign them as mentors.

    b. A Resident Educator Teacher shall not be required to remain in a Resident Educator Program unless the continuation in the program is part of an effort to remediate noted deficiencies in their teaching abilities. Two (2) years shall be the maximum assignment to this program.

5. Program Review:

    a. Mentors, Building Principals, Resident Educator Teachers and New Teachers shall meet prior to the end of each school year to assess and evaluate the Resident Educator Program. Any recommendations of change shall be submitted to the Superintendent for final approval.

6. A mentor shall be paid $30.00 per hour for all work performed beyond the contractual workday or work performed during the mentor's planning/conference time not to exceed forty (40) hours per year for teachers in the Resident Educator Program.

ARTICLE 11: LEAVE PROVISIONS

I1.01 Sick Leave

1. Each teacher shall have a credit of fifteen (15) days sick leave per school year. Sick leave will be accumulated at the rate of 1 1/4 days per month. Maximum sick leave accumulation will be 325 days during this Agreement.

2. Absence from work on non-working days shall not be considered sick leave and shall have no effect on the employee's sick leave.

3. Certificated professional employees who are employed in the Fairland School District for the first time will receive credit for accumulated sick leave in any other public school district or applicable public agency. It will be the responsibility of the employee to have the former employer send a certified record of the accumulated sick leave to the Treasurer of the Fairland Board of Education.

4. Sick leave days may be used to cover absences for personal illness, injury, pregnancy, or illness in the immediate family of the employee. Immediate family includes (step)father, (step)mother, spouse and children, step-children, and any person residing in the household of a bargaining unit member. Emergency sick leave for other members of the family not covered in this section such as mother-in-law, father-in-law, brother, sister, etc. must be approved by the building principal or the Superintendent.

   Employees must furnish a doctor's excuse for the following absences:

   - Five (5) consecutive sick days

   - Every sick day after the fifteenth (15) full day of absence in one school year except in the case of a long-term illness. Long-term illness is defined as an illness for which the employee is absent more than twenty (20) consecutive work days. One doctor's excuse will be sufficient for a long-term illness and this occurrence shall count as one (1) absence.

5. Teachers granted the use of sick leave shall be replaced by a substitute according to the Board-adopted policy.

6. Any employee claiming sick leave shall furnish a signed statement on a form prescribed by the Board to justify the use of sick leave.

7. Teachers shall be paid for time off due to quarantine by health authorities on the same basis as personal illness and this time shall not be taken from their sick leave.

8. Pursuant to O.R.C. 3319.141, a minimum of five (5) days of sick leave shall become available to each new teacher on the first day of regular work. Any advancement of sick days shall be charged against leave, which the teacher subsequently accumulates.

9. Teachers using 1 ½ or less sick days and having taken no days without pay during the first semester of the school year will be allowed to convert sick leave into cash at the bargaining unit member's daily rate in accordance with the following:

Number of Sick Days Used:	Sick Days Converted to Cash:
0	4
1	2
1	1
1½	½

Teachers using 1 ½ or less sick days and having taken no days without pay during the second semester of the school year will be allowed to convert sick leave into cash at the bargaining unit member's daily rate in accordance with the following:

Number of Sick Days Used:	Sick Days Converted to Cash:
0	4
1	2
1	1
1½	½

Teachers not using sick leave days and having taken no days without pay during either nine weeks of each semester of the school year will be allowed to convert sick leave into cash in accordance with the following:

Number of Sick Days Used:	Sick Days Converted to Cash:
0	1 ½

Teachers not using any sick leave and having taken no days without pay (no days or parts of days used as sick leave or dock days) during each nine (9) week period shall receive a $175.00 attendance bonus payment or cash in sick days per the scale above, but not both.

10. Partial days of sick leave shall count as one-half day for the purpose of this Article.

11. Any bargaining unit member who must request more than one (1) year of sick leave must contact STRS and begin the paperwork for disability.

11.02 Personal Leave

1. Each employee shall be granted four (4) days per school year for personal use.

2. One (1) personal day may be rolled over to the following year not to exceed a total of 5 personal days in a school year.

3. Said leave shall not be accumulated from one year to the next. (Year is defined as July 1 - June 30) except as provided in section 11.02(2). Unused personal leave may be converted to accumulated sick leave credit on a day per day basis, or a maximum of 3 days cashed in for $125.00 for each day not used, however, bargaining unit members who take leave without pay may not cash in personal days or convert them to sick leave. Bargaining unit members with perfect attendance on sick leave and personal leave will be paid $200.00 for each of the three unused personal leave days.

4. Employees desiring personal leave shall complete the proper leave request and submit such request to the building principal forty-eight (48) hours before the date(s) requested. The exemption to this forty-eight (48) hours deadline would be an emergency, in which case the employee must complete a request upon return.

5. Not more than ten (10) percent of the teachers assigned to a building may be approved for any one day.

6. Personal leave shall not be used for any reasons covered by sick leave.

7. After receiving permission from the building principal to use pernnss1ve leave, principals shall permit teachers to leave his/her school for purposes of medical, emergencies, or to participate in school-related activities of his/her child. Each teacher may use such permissive leave up to three (3) occasions per year, for no more than one (1) hour each time, and such use of permissive leave will not disqualify the teacher for the sick leave conversion provided above. The Association agrees that no temporary duty payment shall be paid for permissive leave coverage under this item (item 7).

8. In addition to the above, each teacher may use permissive leave for up to one (1) occasion per year, for no more than two (2) hours, to attend a school activity of his/her child, if attendance at the activity is approved in advance by the teacher's building principal. Use of permissive leave will not disqualify the teacher for the sick leave conversion provided above. For the permissive leave under this item (item 8.), temporary duty payment will be made if necessary to obtain coverage.

11.03 Professional Leave

The local Superintendent shall have the authority to excuse a teacher without loss of pay or sick leave to attend professional meetings.

11.04 Pregnancy Leave

1. Pregnancy Disability Leave

a. Leave rights - teachers may use sick leave or advancements thereof for absences due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery thereof. Teachers who do not have enough accumulated sick leave to cover their period of disability due to pregnancy, shall be entitled to an unpaid leave of absence for that portion of disability not covered by sick leave.

b. Notification for use of sick leave for absences due to disability caused or complication contributed to by pregnancy of the employee shall be made two weeks prior, when possible, to the principal.

c. Employer initiated leave - if, in the opinion of the employer, its officers, agents, or employees, a teacher becomes in fact disabled from performing assigned duties due to pregnancy prior to the time specified in the application for leave:

1. The teacher shall not be reassigned to other duties or placed on involuntary leave without prior written consent.

2. If said teacher does not consent to reassignment or placement on voluntary leave, the employer shall give the teacher twenty (20) days' written notice of its intent to reassign or replacement of the teacher on involuntary leave.

3. Such teacher may request a hearing on the question of disability within the time limit (20 days) in the manner provided for in Sections 3319.13, 3319.16 and 3319.161 of the Ohio Revised Code.

4. Rights while on leave - teachers on leave due to disability caused or contributed to by pregnancy shall:

a. be entitled to use sick leave while on such leave;

b. continue to be credited with sick leave at the statutory rate;

c. be recognized as a full-time employee and be treated as such for all fringe benefit purposes;

d. be entitled to reinstatement at the expiration of the disability period to the same class assignment, teaching assignment, and building assignment as held prior to the leave insofar as those positions are still provided for in the curriculum;

e. this section shall not abridge the right of the Board of Education to assign or reassign a teacher to the position, which will provide for optimum educational achievement. Said assignment or reassignment shall be based upon the teacher's evaluation and progress report. This section is superseded by the policy relevant in Reduction in Staff, Section VII, and III;

f. in case of employer reassignment for reasons of disability pursuant to paragraph C - "Employer Initiated Leave," the teacher's reinstatement rights shall be assignment if replaced by a substitute in the same school year.

d. Contract rights - the disability caused or contributed to by pregnancy or the anticipated extra expense to the employer for such leave, fringe benefits, substitute teachers, etc., or any other factor pertaining to the condition of maternity or to pregnancy, miscarriage, abortion, childbirth, and recovery there from shall not be grounds for termination, nonrenewal or failure to issue any limited or continuing contract for regular teaching duties, supplemental duties, or administrative duties.

2. Maternity/Paternity Leave

a. Leave rights - in addition to the "Pregnancy Disability Leave" provided for in "a", a teacher who is pregnant or adopting a child who is not yet eligible to attend kindergarten shall be entitled to a leave of absence without pay for maternity reasons to begin any time between (a) commencement of pregnancy, or in the case of adoption, the receipt of custody and (b) one (1) year after the child is born or adopted. Such leave shall be for a period up to one school year and may be extended for up to one additional year upon application for extension. All the provisions listed above shall also be available to staff members who are to be expecting fathers by childbirth or adoption.

b. Application for Leave

1. application for maternity/paternity leave shall be made in writing;

2. application shall contain expected date of birth or, in the case of adoption, the date of obtaining custody;

3. application shall contain the date on which the leave of absence is to commence and the date the teacher anticipates returning to service.

c. Time for Filing Application

1. application for maternity/paternity leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the maternity leave;

2. the employee's failure to make a timely application shall not be grounds for denying approval of maternity/paternity leave.

d. Reinstatement Rights

1. upon return from approved maternity/paternity leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to the same position, if possible, which was held prior to the leave or, if that position is no longer in existence, to an equivalent position for which the teacher holds valid certification.

2. if maternity/paternity leave is for a full or entire school year and the teacher plans to return the following year, notification shall be made to the Superintendent in writing by March 15.

3. if the teacher desires to return to active service prior to the stated date on the application for leave, the teacher shall notify the Superintendent in writing that an early return to service is requested and the date upon which the teacher will be available to return to duty. The notification will be twenty (20) days prior to when the teacher is available to return to duty. The teacher will be assigned to the same or substantially equivalent position, if available, for which he/she is qualified.

e. Contract rights - no factor pertaining to the condition of maternity, or to pregnancy, miscarriage, abortion, childbirth or recovery there from shall be grounds for termination, nonrenewal, or failure to issue any limited or continuing contract, whether for regular teaching duties or administrative duties.

11.05 Academic Leave of Absence

1. A regularly employed teacher with two or more years of satisfactory continuous service in the District may, at the discretion of the Board, be granted a year's academic leave of absence for the purpose of furthering professional growth by means of further study or other means as approved by the Superintendent.

2. Application of academic leave shall be made in writing to the Superintendent prior to June 1, preceding the year for which such leave is requested.

3. This leave of absence is granted without pay. Upon return from academic leave, the teacher will receive the full yearly increment, provided he/she has fulfilled the plans approved by the Superintendent and notified the Superintendent by April I of his/her intentions for the following year.

4. Academic leaves granted during any school year will be decided in the best interest of the school system, but shall not be unreasonably denied.

11.06 Bereavement Leave

1. Bereavement leave for death in the immediate family shall be limited to five (5) work days for each such occurrence not to exceed fifteen (15) consecutive calendar days. The "immediate family" shall be defined as: father, mother, brother, sister, son, daughter, grandmother, grandfather, grandson, granddaughter, legal guardian or foster or step-parents of said member of the bargaining unit or his/her spouse, and any relative residing in the same home with said member of the bargaining unit or any person who clearly stands in the same relationship with the member of the bargaining unit as any of those so specified. The other parent of a member's child/children shall be considered immediate family in this section. For extended family members including: step-brother, step-sister, step-granddaughter, mother-in-law, father-in-law, step-brother-in-law, step-sister-in-law shall be limited to three (3) consecutive days.

11.07 Sabbatical Leave

1. A public school teacher who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay which shall be the difference between the teacher's expected salary and the substitute' s salary for one or two semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave, provide evidence that the plan was followed. The

teacher may be required to return to the District at the end of the leave for a period of at least one-year, unless the teacher has completed twenty-five (25) years of teaching in this state.

2. The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

11.08 Medical Leave

1. Medical leave of absence will be granted upon proper application of a professional employee who has exhausted his/her accumulated sick leave and is still unable to return to work.

2. Such leave will commence on the day that accumulated sick leave is exhausted and the employee has no earnings due.

3. Such leave will be for not less than the balance of the current school year or current school semester, whichever is shorter and will not exceed a maximum period of two consecutive school years in addition to the remainder of the semester during which it commences.

4. While on unpaid medical leave of absence, the employee shall cease to accumulate sick leave.

5. The Board will pay its full share of all hospitalization premiums on the following basis: teachers with 5-9 years' experience, 4 months; 10 years and over, 6 months, with the option at the conclusion of each time period that the employee may continue such coverage at the group rate by direct payment to the Treasurer. Teachers with less than 5 years of service and whose sick leave has been exhausted shall have the option of continuing coverage at the group rate by direct payment to the Treasurer.

6. A professional employee may request emergency short-term medical leave for a total period not to exceed thirty (30) calendar days, in which case all fringe benefits will be maintained by the Board, provided that the employee returns to the position temporarily vacated.

7. Short-term medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) days.

8. In the event that an employee on short-term medical leave is unable to return to full-time responsibilities within the thirty (30) day period prescribed, he/she shall request regular medical leave.

9. A professional employee on medical leave will be accrued on the payroll records as required by Ohio Revised Code 3313.202. Such employee shall be paid in full the balance due him in his last check, less the deductions previously authorized.

10. A professional employee on medical leave, who intends to return to work at the beginning of the next school year, shall file an application for reinstatement by March 15 of the current school year. Such application shall be accompanied by a doctor's statement stating that the employee will be able to perform their assigned duties at that time.

11. Failure to actually return to work due to continuing medical disability shall not constitute cause to seek cancellation of certification.

12. Upon return to service, the professional employee shall resume the contract status held prior to the medical leave of absence.

13. An employee on medical leave of absence, who desires to return to work prior to the beginning of the next school year, will notify the Superintendent in writing twenty (20) days prior to returning. The written notification must be accompanied by a doctor's statement verifying that the employee is able to perform their assigned duties.

14. Sick Leave Donation Program

    9.09.1 Sick Leave Donation Committee shall administer sick leave donations. The Committee shall consist of FACT's executive committee as well as the superintendent or his/her designee. The Sick Leave Donation Committee shall develop the approved form and shall approve applications at its discretion using guidelines developed by the committee. A majority vote of the committee is required for approval of the application.

    9.09.2 Bargaining unit members who have been employed at least three (3) months and have exhausted all of their paid leave accumulation may request additional sick leave days be transferred to his/her leave account for a catastrophic or debilitating illness or injury, to themselves, their spouse, or children or parents.

3. A request form will be required to be submitted to the Union President or his/her designee and shall contain, at a minimum, the following information:

    a. Name of the employee requesting the leave.
    b. Number of years employed by the school district.
    c. Classification and building assignment.
    d. Number of days needed based on supporting medical documentation.
    e. Reason for the need.
    f. Requests must be made as soon as the need is expected, but at a minimum five (5) days prior to the beginning of the pay period when the days are needed by the employee.

4. The members shall be required to provide documentation to the Committee from the attending physician including, but not limited to, the estimated duration of the catastrophic illness, schedule of treatment and follow-up appointments and the need for the member to provide daily caregiving services to the spouse. Members will be required to provide a medical release stating he/she can return to their regular duties prior to reporting back to work for his/her own serious injury or catastrophic illness.

5. Approved bargaining unit members shall be granted up to a maximum of thirty (30) donated days upon submission of proper documentation. Donated sick leave must be used by the employee in full day increments. The member shall not be required to pay back the donated days. Leave will not carry forward from one school year to the next.

    a. Approved bargaining unit members shall be granted up to a maximum of fifteen (15) donated days for their spouse, children, or parents upon submission of proper documentation.

6. Once the request is made by the employee, the Union President or designee will issue a request for donations to the membership. The member requesting the donation shall not be identified.

7. Each member may donate no more than three (3) days per application. Members must have at least fifty (50) days of accrued but unused in order to be eligible to donate. Donation forms must be signed and dated by the donor. Original forms must be sent to the District Treasurer's Office to be processed with the applicable payroll. The Payroll Manager will deduct the number of donated dates from the donor and transfer those days to the affected member. The days donated will be deducted in the order that the donation form is received. If more days are donated than are required, those days will not be deducted or transferred.

8. It is the member's responsibility to be aware of the pay periods and when they have exhausted their leave. Should the request for donations not be made in a timely manner to allow for the process to be completed within the applicable pay period, the Treasurer's Office has the authority to not issue pay (dock) for those days absent when no leave is available to the member.

9. The recipient of the donated sick leave days will continue to (earn) sick leave days. Donated days will not be used in the calculation of any applicable severance or balance transfer to another employer.

10. Absences due to medical treatment of alcohol and/or substance abuse shall be considered an applicable reason to apply for sick leave donation.

11 The decision of the Sick Leave Donation Committee is final and not subject to the grievance procedure. The Union will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the administration of the sick leave donation program.

Any member who contributes to the Sick Leave Donation will not forfeit their right to the sick leave bonus, if they meet the requirements.

11.09 Assault Leave

1. The Fairland Board of Education will provide twenty (20) days or upon release by the doctor of assault leave wherein a teacher who is absent due to physical disability resulting from an assault by a student or parent, which occurs in the course of an employee's Board employment, will maintain the teacher on full-pay status during the period of such absence under the following provisions:

   a. The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education to justify the use of assault leave.

   b. Falsification of a written, signed statement shall be grounds for disciplinary action not resulting in suspension or termination.

   c. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Revised Code or leave granted under regulations adopted by the Board of Education pursuant to Section 3319.08 of the Revised Code.

2. The Board will reimburse bargaining unit members for personal property (i.e. cell phone, glasses, clothing) damaged during an assault upon the member, or by a destructive act during the workday. This amount will be to a maximum of $1500 per occurrence. The bargaining unit member shall turn in the receipts in order to be reimbursed. The reimbursement will be paid in a separate check within two weeks of turning in the damaged personal property receipts.

11.10 Jury Duty

1. The Board of Education shall pay a full-time employee, including hourly and per diem employees, each employee's regular compensation while serving as a juror. The employee will remit any compensation for serving as a juror to the Treasurer for days when school is in session.

11.11 Family and Medical Leave

The parties acknowledge and agree that, on or after August 5, 1993, pursuant to the Family and Medical Leave Act of 1993, teachers may be entitled to receive under certain circumstances up to twelve (12) weeks of unpaid leave annually to care for their child after birth, or placement for adoption or foster care, or their spouse, child, parent or own serious health condition under the Family and Medical Leave Act of 1993. Family and Medical Leave will be granted subject to the law's terms, conditions and regulations, including those specifically applicable to instructional personnel of local educational agencies (a copy of which the Administration shall provide at the time the leave is requested). During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a teacher on the active payroll to continue participation in the district's health insurance plan. Instead of taking family/medical leave, a teacher may opt to take other forms of leave under this contract if eligible for the particular type of leave. Upon return to service, the teacher shall resume the same contract status, which he/she held prior to the leave.

11.12 Association Leave

1. The association shall be granted leave with pay for its members to perform professional association duties that cannot be performed at times other than normal school days.

2. Such leave will be granted upon written notice from the Association President at least one (1) week in advance to the office of the Superintendent.

3. Such written notice shall include the name of the Association representative(s), date(s) leave is requested, and place and function for which the leave shall be used. This leave will be limited to eight (8) days total per year and no more than 2 association representatives may be released at a time unless approved by the Superintendent.

ARTICLE 12: INSURANCE BENEFITS

12.01 Insurance Benefits

1. The Board shall make available to all full time bargaining unit members and their eligible dependents substantially similar group health hospitalization, surgical, and major medical insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure, as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 85% of all full-time bargaining unit members' premiums during the term of this Agreement, and the Bargaining Unit member will pay 15% of the premiums of the health insurance. For bargaining unit members hired on or after September 1, 2015, the Board shall pay 80% of all full time bargaining unit members' premiums during the term of this Agreement, and the bargaining unit member shall pay 20% of the premiums of the health insurance premiums.

2. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

3. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or another Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

12.02 Insurance Incentive Programs

1. Bargaining unit members who will be eligible for this program will be:

   All current and new employees who are eligible for the health insurance program.

2. Each member must notify the Board Treasurer in writing of his/her intent to opt-out of the insurance program.

3. Each member opting out of the program must remain out of the program and must be actively employed by the Fairland Local School District to be eligible for reimbursement.

4. Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed $1,000 annually. The reimbursement for a member who opts out less than the full twelve-month insurance year will be prorated for the actual number of months they opted out.

5. Persons who are eligible for this program and who are enrolled in the family coverage or new employees eligible for family coverage opting out shall be reimbursed $2,000 annually. The reimbursement for a member who opts out less than the full twelve-month insurance year will be prorated for the actual number of months they opted out.

6. Each eligible member opting-out of the Board-approved insurance program shall be reimbursed no later than the second pay in June.

7. Any bargaining unit member who elected to opt-out of the Board approved insurance program who involuntarily loses other insurance coverage will be permitted to re-enroll in the Board-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the Treasurer not later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.

8. Any bargaining unit member who elected to opt-out of the Board approved insurance program may enroll in the program beginning with April of each year. For enrollment in April, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.

9. If a bargaining unit member and their spouse are both employed by the Board, each bargaining unit member will receive 50% of the amounts in 12.02(5) and subject to all the provisions of 12.02.

12.03 An insurance committee shall be formed to address areas of concern about insurance coverage and the selection of insurance carriers. Such committee shall be composed of one (1) member selected by the Association, and one (1) member selected by the non-certified association and two (2) members of the administration. Said committee shall meet at least quarterly to discuss any problems and/or concerns about insurance, which may need to be addressed. Insurance committee meetings shall be held during the workday and all committee members shall be released from their normal duties to attend the meetings, not to exceed three (3) one-half (1/2) day meetings.

12.04 The Board of Education will pay the cost of a single vision plan for each full-time bargaining unit member.

12.05 The Board shall also contract with a licensed insurance carrier to provide bargaining unit members with dental insurance coverage, which is equal to or greater than that currently in effect. The employee shall contribute seven dollars ($7.00) per month for family coverage or two dollars ($2.00) per month for single coverage, whichever is applicable. The amount that the Board shall contribute toward such insurance coverage for short-hour employees shall be computed on a pro-rata basis based upon the amount contributed by the Board for full-time employees. Married couples with both parties being employed by the Board shall have the option of selecting either one family plan for both of them or two individual plans.

12.06 The Board shall purchase, from a carrier licensed by the State of Ohio, group term life insurance coverage in the amount of $40,000.00 for each member of the bargaining unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board. The increase in life insurance coverage shall be effective February 1, 2007 for eligible/actively working bargaining unit members.

ARTICLE 13: TRANSFERS, REASSIGNMENTS, POSTINGS AND PROMOTION

Definitions

Transfers: A transfer shall be defined as a voluntary/involuntary move from one building within the district to another.

Reassignment: A reassignment shall be defined as a voluntary/involuntary move from one subject area or grade level to another within the same building.

13.01 Whenever an opening arises or a new position is anticipated during the school year, (including positions covered by supplemental contracts and tutoring positions, etc.) the posting shall be emailed to all bargaining unit members through district email and the deadline date will be no less than ten (10) days from the original email date of the posting. For any position that becomes vacant between the last day of school of the current year and the first scheduled day of the next school year, the posting will be for five (5) days and the deadline will be listed in the posting for any bargaining unit member wishing to bid on that vacancy. The determination of the individual to fill the position shall be made, and notification provided, within the next thirty (30) days following the end of the posting period, or at the next regular Board meeting after the end of the posting period, whichever is later.

1. However, the position shall be filled effective the first day of the next school year. During the remainder of the school year, the Board at its discretion may fill the position with a long-term substitute.

2. Vacancies shall be filled on the basis of experience, qualifications, proper certification or licensure, entry level requirements of the applicant, and length of service in the district. An applicant with less service in the district shall not be awarded the position unless bis qualifications shall be deemed better by the Superintendent.

3. All postings shall be made via email to all bargaining unit members, during school and during any and all breaks, including summer. All emails about postings will have the same wording in the subject header.

13.02 The Superintendent shall post all known vacancies, which will occur for the following school year, on the first working day of May.

13.03 Bargaining unit members who desire a change in grade and/or subject assignment or who desire to transfer to another building may submit a written statement of such desire to the local Superintendent no later than April 15 of each school year.

Any bargaining unit member desiring a change in grade subject assignment or building must be properly licensed and certified for the desired change as required by the State Department of Education in Ohio.

13.04 An involuntary transfer and/or reassignment will be made only after a meeting between the bargaining unit member involved and the local Superintendent at which time the bargaining unit member will be told of the reasons for transfer or reassignment. No bargaining unit member will be transferred or reassigned unless it is in the best interest of the Fairland Local School District, as determined by the Board. In no case shall an involuntary transfer be utilized to accommodate a new hire.

No involuntary transfer and/or reassignment shall be made after June 25 without notification by certified mail of the bargaining unit member involved and written reason(s) for such action.

13.05 The Board declares its full support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff, provided that they have satisfactory qualifications and certification.

13.06 Military service in the time of a national emergency, or a call to active duty in the armed services, shall be credited as full-time in determining seniority when the bargaining unit member service is interrupted.

ARTICLE 14: ASSIGNMENTS

14.01 It shall be the policy of the Fairland Local Board to employ, insofar as it is possible, teachers who have completed at least a four-year teacher training course in a recognized college or university and who have received an academic degree and who have shown in their training and/or experience competency in teaching.

14.02 Teachers must be properly licensed and certified by the State Department of Education in the field they are to teach.

14.03 A teacher may be appointed with an alternative license only when a properly licensed and certified bargaining unit member is not available.

14.04 Before a teacher can be paid the first time for services rendered, he/she must have completed the following: (a) have on file in the office a written application on a form prescribed by the Superintendent. The Treasurer may pay a teacher's salary during the first two months of the school year provided the teacher holds a Bachelor's Degree or higher and has filed with the State Board of Education an application for issuance of a teacher's Provisional Certificate or one of a higher grade.

14.05 Substitute Teachers

1. The Board of Education will attempt to secure a substitute teacher when a regularly employed teacher is on leave or absent.

2. If the Board of Education is unable to obtain a substitute teacher, regularly employed teachers may be assigned to conduct classes in place of the teacher on leave or absent.

3. Teachers assigned to take such classes shall be paid at a rate of $30.00 per class period. Any teacher who loses his/her planning should fill out a coverage slip. Should the class time be more or less than one class period, then payment shall be proportional to the amount of class time spent. A substitute will not be pulled from their daily assignment to cover a class period during their planning unless a teacher is not available.

4. Specials teachers will not be used as substitutes except during their planning periods. Intervention specialists will only be used in emergency situations.

5. Payment for such substitute work done by regularly employed teachers shall be made two (2) times during the school year. These shall be paid at the end of each semester.

14.06 Planning Time

1. A teacher's planning time shall be for the preparation of material and coursework for their specific classes. Under normal circumstances, teachers will not be restricted to a particular area of the school building during such time. Teachers may leave the school premises. Itinerant and cooperative education teachers may leave their work site as authorized.

2. Teachers shall receive a minimum of 200 minutes of planning time per instructional week.

3. Should a teacher lose his/her planning time due to an administrator directive (i.e. an administrator called meeting, testing, a meeting requiring the attendance of a teacher during planning time, training/ professional development, assemblies~~,~~ ~~–~~or any other event that disrupts the regular use of a teacher's planning time), the teacher shall be compensated at $30.00 per occurrence.

4. Payment to regularly employed teachers for compensation due to the loss of planning time shall be made two (2) times during the school year. These shall be paid at the end of each semester.

ARTICLE 15: SCHOOL CALENDAR/SCHOOL HOURS

15.01 School Calendar

1. The length of each school year will include 178-student instruction days, 2 teacher in-service days, and 2 parent/teacher conference days for a total of 182 days. This may only be adjusted by an agreement between the district and the Association.

15.02 School Hours

1. The teacher workday shall begin with start of building day. Building school days in the district shall be seven and a half (7-1/2) hours per day. Teachers are assigned duties as defined in Article 10-10.01 on a rotating basis, taking into consideration student needs.

2. The workday shall include a minimum of thirty (30) minutes of uninterrupted duty-free lunch.

15.03 School Closures

1. A school closure shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstance that renders the school facility unfit for instructional use.

2. The Fairland Association of Classroom Teachers and the Fairland Local School District agree that the first five (5) days of school closures shall not be time made up by bargaining unit members. Any time missed due to delayed starts or early dismissals of the school day shall not be made up by bargaining unit members unless the number of hours required by law has not been met.

ARTICLE 16: CONTRACTS

16.01 Contracts

1. The Board will provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies. The provisions of such written contracts shall be enumerated in the sub-sections of this policy.

    a. Any agreement to perform supplemental duties for which additional compensation is to be paid must be covered by a supplemental contract. The Board shall provide a bargaining unit member district email notice of its intent to non-renew the member's supplemental contract by May 1 in the year the contract is to expire.

    b. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board and the negotiated contract.

    c. The President of the Board and the Treasurer of the Board, by affixing their signature to a contract, represent that all necessary implementing resolutions which have been adopted by the Board and a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher along with a copy of this contract.

2. The Board shall enter into contracts for employment of all teachers and shall fix their salaries, which may be increased, but not be diminished during the term for which the contract is made. Such salary shall not be lower than the salary paid the preceding school year unless such reduction is a part of a uniform plan affecting the entire school district (Revised Code 3319.12). State minimum salary laws and credit for military service shall be mandatory (Revised Code 3317.02).

3. Contracts are of two types: limited and continuing. The limited contract may be entered into for a term not to exceed five (5) years. Under a limited contract a teacher has no vested right to re-employment after the expiration of the term provided for in the contract. The Board shall enter into a limited contract with each teacher who holds a provisional teaching certificate. (Revised Code 3319.03)

4. A teacher employed under a limited contract must be given written notice on or before May 1 when it is in the intention of the Board not to re-employ. If such notice is not given, the teacher shall be deemed re-employed. (Revised Code 3319.08)

5. Eligibility for a continuing contract requires:

a. Part 1

1. For teachers initially licensed prior to January 1, 2011:

Teacher MUST hold one of the following:

Professional certificate, Permanent certificate, Life certificate (issued under prior law), Professional License, Senior Professional License, Lead Professional License.

AND

Teacher MUST have met EITHER of the following:

If a master's degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

If no master's degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

AND

Teacher's request for continuing contract must be sent to the superintendent and have superintendent approval.

2. For teachers initially licensed prior to January 1, 2011:

Teacher MUST hold one of the following:

Professional License, Senior Professional License, Lead Professional License

AND

Teacher has held an educator's license for at least seven (7) years.

AND

Teacher has completed EITHER of the following:

If no master's degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

If a master's degree was held at the time of initially receiving a certificate, under former law, or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

AND

Teacher's request for continuing contract must be sent to the superintendent and have superintendent approval.

b. Part II

All teachers, regardless of when the initial license was obtained, must meet EITHER of the following service requirements.

Teacher must have taught within the district for at least three (3) out of the last five (5) years.

Teacher has attained continuing contract status in some other district, the teacher must have three (3) years of service in the district.

c. Part III

To be considered for continuing contract status, the teacher must submit their credentials showing they have met the continuing contract requirements for the district no later than December 31st in the year prior to the teacher's continuing contract to take effect.

6. The continuing contract remains in effect until the teacher resigns, elects to retire, or until such contract is terminated or suspended according to law. (Revised Code 3319.08)

7. Contracts between teacher and the Board are mutually binding but may be dissolved by mutual consent of the contracting parties.

8. No teacher shall terminate his/her contract after July 10 of any school year or during the school year prior to the end of the annual session without the consent of the Board; however, a teacher may terminate his/her contract at any time by giving five (5) days written notice to the Board. A teacher who terminates his/her contract in any other manner than provided herein may have his/her certificate suspended in the State of Ohio for not more than one year. (Revised Code 3319.15)

9. The contract of a teacher, either limited or continuing may not be terminated except for gross inefficiency, immorality or persistent violation of reasonable regulations of the Board, or for other good and just cause. (Revised Code 3319.16)

10. The willful retention of membership in an organization which advocates the overthrow of the government of the United States or the State by force, violence, or other unlawful means is sufficient cause for the Board to terminate a teacher's contract. (Revised Code 124.36)

11. The first year of service of a new teacher entering the Fairland Local Schools is considered to be a "probationary period." The following shall be the sequence for awarding contracts:

    Teacher with a Degree:

    a. Two I-year contracts;

    b. One 2-year contract;

    c. One 3-year contract, or a 5-year contract;

    d. No teacher shall be given a limited contract of shorter duration than the preceding contract, except for an extended limited contract granted by operation of O.R.C. 3319.11 and for a teacher who is under consideration for nonrenewal and requests medical leave that precludes three (3) observations. If three (3) observations are not possible and the teacher's contract is renewed, then the teacher will receive a one-year limited contract the following year.

    e. Continuing contracts may be issued to eligible members of the bargaining unit at the expiration of a limited contract. The issuance of continuing contracts upon the expiration of a limited contract shall be governed by Sections 3319.08, 3319.082 and 3319.11 of the Ohio Revised Code, however, provisions 5. a., b., d., and e. of this Article shall supersede state law.

12. A teacher shall have maximum credit granted to him/her for experience in other systems recognized by the State Department of Education when entering the Fairland School System. Service credit earned after July 1, 2019 will be calculated in accordance with the State Teachers Retirement System of Ohio {STRS) service credit decision tree. A full year of service credit will only be granted if the teacher worked 150 days or more in one school year or earned eighty-three percent (83%) or more service credit in one school year per STRS guidelines. A year of experience will be credited for each full year of service in the Armed Forces of the United States for a period up to five (5) years.

13. All teaching and supplemental contracts shall have on them the following statement: This contract is subject to the terms, conditions and amendments of the contract between the Fairland Association of Classroom Teachers and the Fairland Local Board of Education.

ARTICLE 17: STUDENT DISCIPLINE AND TEACHER PROTECTION

17.01 A teacher may refer to the principal or the principal's representative, for appropriate action, a pupil who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable directive in any school setting. The teacher will communicate in writing or in cases of emergency, in person, the nature of the problem to the appropriate administrator. A student that is referred to the principal's office will not be readmitted to the teacher's class on the day of the incident unless the matter is resolved to the satisfaction of the principal and teacher involved. Verbal attack of a teacher may be probable grounds for suspension and possible expulsion.

17.02 A teacher shall not be prohibited from using necessary and reasonable force to protect himself/herself or another teacher and/or student from possible injury or to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment to their principal thereof. This report will be forwarded to the Superintendent who will review it for further disposition. The Board, neither individually nor collectively, assumes any responsibility for any action arising, either directly or indirectly, from the use of physical force by a teacher against a student, except as provided by law.

17.03 Any teacher, who is abused or threatened with bodily harm or property loss by an individual or a group while carrying out his/her assigned duties, shall immediately notify his/her principal or supervisor. The principal or supervisor shall take steps in cooperation with the teacher, to provide reasonable precaution for his/her safety.

17.04 The Board and the Superintendent shall take reasonable steps, in cooperation with the teacher, to provide safe, healthful working conditions.

ARTICLE 18: REPRIMAND OF PROFESSIONAL STAFF

18.01 Each employee shall have the opportunity to be accompanied and/or represented by a representative of his/her choice at any meeting at which disciplinary action against the employee is being discussed and at which the employee has the right to attend. At any meeting which is called for the purpose of issuing a reprimand or at which disciplinary action is to take place, an employee shall have the right to have a representative of his/her choice present. The meeting may be with either the principal, immediate supervisor, Superintendent or Board of Education, whichever institutes the disciplinary action.

18.02 No employee will be reprimanded in the presence of any other employee, students, parents of the students, or any non-certified employee.

18.03 If the employee is unable to secure representation for a reprimand meeting and/or disciplinary hearing scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation. The rescheduled date shall be mutually agreed to by the Association and the principal, immediate supervisor, Superintendent or Board of Education.

18.04 Disciplinary action shall consist of a course designed to improve the quality of the employee. The discipline imposed will be appropriate to the offense committed by the employee and will normally follow the order listed below:

1. First Offense - oral warning
2. Second Offense - written warning
3. Third Offense -possible suspension with or without pay
4. Termination

18.05 The employee's personnel file shall not include any record of disciplinary nature longer than three (3) years of the date of the occurrence.

18.06 The employee may appeal any suspension or termination action through the grievance procedure.

ARTICLE 19: TEACHER-ADMINISTRATION COMMUNICATION

19.01 Within thirty (30) days after the execution of this Agreement, the Association will select a communication committee for each school building or faculty unit which will meet with the principal/superintendent or designee quarterly each year to review and discuss local school problems and practices including curriculum, school calendar, in-service and textbooks. Said committee will consist of not more than one **(1)** member for every ten (10) teachers in the school building or faculty unit, but will in no event have less than three (3) members. When this committee meets in September it will establish rules that will guide the meetings and elect a chair that will be responsible for setting quarterly agendas. Each meeting will last no longer than one hour unless mutually agreed. The agenda will be presented to the superintendent at least 3 days in advance of the meeting.

ARTICLE 20: CLASS SIZE AND LOAD

20.01 It is recognized by the Association and the Board that pupil-teacher ratio is an important aspect of an effective educational program. Class size and teacher load, at all levels, will be kept as equitable as possible and shall be within any and all state standards.

20.02 Realizing that the number of classroom assignments have a significant relationship to the quality of education, the Board will make every effort to provide a suitable number of preparations and classes for each teacher. However, the number of preparations and classes may vary when necessary from department to department and building-to-building. When the norms differ from building to building, the building principal will attempt, within the assigned number of teachers, to equalize the load in accordance with the lower norm in the system. When a teacher is assigned more than the norm, every effort will be made to adjust that teacher's load to include additional preparation time.

ARTICLE 21: COMPLAINTS AGAINST M:EMBERS OF THE BARGAINING UNIT

21.01 All complaints against or involving school personnel shall be introduced in the school of the staff member who is the object of the complaint by contacting the principal of the building in person, email or telephone by the parent(s) or legal guardian involved.

21.02 When a review of the problem indicates that further action is required, an attempt shall be made to have the complainant meet the particular staff member involved.

When a meeting is not feasible, the principal and or parent/guardian will compile a detailed, written explanation of the complaint and will notify the staff member.

The principal will then review the problem with the complainant. If at any time during the meeting with the complainant, the individual produces a taped conversation between the staff member and complainant, the principal shall call in the staff member involved to listen to the tape recording. In the event the staff member is not available, another meeting shall be set that will allow the teacher and their FACT representative the opportunity to be present and listen to the taped conversation as well as view and obtain a copy of the written complaint. Based on the detailed information, along with the staff member's response/proof, the principal will render judgment. The affected staff member will be informed of this judgment within two (2) workdays.

21.03 If the complainant is not satisfied with the outcome at this level, he/she may appeal, in writing, to the Superintendent within five (5) calendar days for further review. If additional review or action appears warranted, the principal and staff member will be notified within ten (10) work days of the Superintendent being advised of the warranted review. If the timeline needs extended, the teacher will be notified by the Superintendent of the need for extension and the approximate date of completion, not to exceed one month.

21.04 The Board of Education in Executive Session will receive written reports from the particular school principal and teacher involved as well as from the Superintendent, outlining the procedures followed and the recommendation at each level of the lower levels. The Board will conduct a hearing with all parties present. Each party may be represented by an individual of their choice. The Board will render a decision no later than five (5) school days following the next regularly scheduled Board meeting. Failure of the Board to respond within this time period shall indicate that the matter has been resolved and that no further action will be taken.

21.05 At no time and under no circumstances shall a teacher's confidential personnel file be opened to the public or any part of its contents thereof be revealed, conveyed or in any manner transmitted to the public or members of the news media by the Board, the Administrative Staff, or their agents until the teacher has been notified of the request to view the file and has been given a reasonable opportunity to be present when the file is opened. However, the Board shall not be precluded from following applicable law regarding the release of public information.

ARTICLE 22: TEACHER SUPPORT

22.01 It is the responsibility of the Board and Administration to adopt and administer policies regarding student discipline. It is also their responsibility to see that such policies are made available to all teachers prior to or on the first day of student attendance.

22.02 Teachers are expected and required to administer discipline within the limits of adopted policy. Teachers who do so will receive the cooperation and assistance of the administration in dealing with any problems that arise from those actions.

ARTICLE 23: PROFESSIONAL TEACHING STAFF

23.01 The professional teaching staff members shall have all rights provided to them by the Ohio Revised Code, the Constitution of the State of Ohio, and the Constitution of the United States of America, and this Agreement.

23.02 The Board and Association agree it is illegal to discriminate against a teacher because of race, color, creed, sex, national origin, handicap, sexual orientation, union activity or age. If a teacher elects to pursue an allegation of discrimination through channels outside this contract, the teacher waives the right to process that allegation through the grievance procedure of this contract.

23.03 Prior to or on the first day of student attendance, each member shall be given a copy of all Board policies and the policies and rules of the individual school in which he/she is assigned. During the school year, any and all changes made to Board policy or rules of an individual school will be memorialized in the board minutes and sent electronically to the FACT President.

ARTICLE 24: IN-SERVICE AND PROFESSIONAL DEVELOPMENT

24.01 If the Board assigns any teacher to take any course, workshop, seminar, or conference in addition to his/her regular duties, the Board will pay all registration fees, tuition, mileage and per diem expenses incurred with regard to such seminar. If attendance is required outside of days and time for which the teacher is already being compensated, the teacher will be paid for all time spent in actual attendance at the prorated portion of his/her annual base salary.

This section shall not apply to scheduled in-service programs, which all teachers are required to attend, nor to courses or workshops which are related to a teacher's supplemental contract duties.

24.02 Local Professional Development Committee

Fairland Local Professional Development Committee shall determine whether coursework completed by educators meets the requirements of the State Board of Education rules for renewal of certificates and licenses. The committee shall also review other continuing education activities in addition to coursework.

The members to the LPDC committee shall be elected by the bargaining unit members. A FACT Over-sight committee shall conduct the election on the opening of school in-service day each August. FACT shall appoint all mid-term vacancies.

The structure of the Fairland Local Professional Development Committee shall include the following elements:

1. The Committee shall have a district level scope.

2. There shall be five (5) total members of the Local Professional Development Committee. The committee shall contain three (3) Fairland teacher members. Each teacher member must have at least five (5) years of teaching experience.

3. The two administrative members shall include a principal and one other representative, which may include the Superintendent, the Assistant Superintendent, or the Treasurer, or any other administrative person appointed by the Superintendent. Mid-term vacancies will be filled only for the remainder of the unexpired term of the vacancy.

4. The committee will work with the other educators in the district to develop LPDC operating procedures and criteria for approval of individual professional development plans and approval of professional development

activities as required by the new licensure standards. The Committee will recommend the renewal of educators' certificates/licenses if renewal requirements have been met.

5. Each member will serve a three-year term (with the exception of the initial terms of the committee. The initial terms of the committee members will be on a staggered three, four, and five-year basis). Terms shall run from July 1 to June 30.

6. The LPDC Committee shall be paid $150.00 a year. Payment shall be made no later than June 30 of each year.

7. The LPDC Committee shall be three (3) administrators and two (2) teachers when considering an administrators' coursework or continuing education activities.

ARTICLE 25: TEACIDNG ENVIRONMENT

25.01 Teachers shall be provided copies of all teacher edition textbooks used in each of the courses they teach.

25.02 The Board will make every reasonable effort to provide a safe work environment.

25.03 Teachers will have access to a printer, copier and a computer for school related purposes to conduct their job.

25.04 The Board will provide sufficient board space for instruction and bulletin board space in each room.

25.05 In general, public address system announcements will be at the beginning or the close of the school day. Emergency announcements during the school day will be held to a minimum.

25.06 Each school building in the district shall have a room designated as the faculty lounge.

25.07 A teacher has the right to perform his/her professional responsibilities in the manner he/she believes will best encourage a complete understanding of educational subject matter by the students. Such right shall be exercised within the bounds of Board policy and the approved district curriculum.

25.08 Members shall not be required or expected to provide personal property for school use.

ARTICLE 26: SALARY SCHEDULE, INDEX, METHODS OF PAY, AND FBI/BCI

26.01 Pay Dates

A member of the bargaining unit shall be paid in twenty-six (26) equal bi-weekly installments. These installments shall be made every other Friday by 11:00 a.m. of the scheduled pay date barring unforeseen circumstances. If there are twenty-seven (27) pay periods in a particular school year, the association and the district shall agree to and implement a "pay day skip week" during the month of October of said school year.

26.02 Pay Day Falling on Day School is Closed

In the event the scheduled payday falls on a day that is not a scheduled workday, the paychecks or direct deposit record will be sent by regular mail the day prior to the payday. During the summer recess, paychecks or direct deposit record shall be mailed on the day prior to the regularly scheduled payday to the address or e-mail address given to the Treasurer's Office. Teachers who desire to have a direct deposit record e-mailed to them during the school year, may provide the Treasurer's office with his/her e-mail address.

26.03 A bargaining unit member shall be required to designate a financial institution of their choice and provide the Treasurer the proper documentation. Direct deposit of payroll checks shall be mandatory.

26.04 National Board Certified Teachers (NBCT) shall receive a one-time payment of $1,500.00.

26.05 The Board will reimburse for the actual and necessary costs for FBI/BCI required for continued employment and certification/license renewals up to $50 per teacher once every five years.

26.06 Bargaining unit members will receive a one time payment of $3,000.00 in the 2024-2025 school year, a two and one-half percent (2.5%) increase in the 2025-2026 school year and a two and one-half percent (2.5%) increase in the 2026-2027 school year.

26.07 The Board will reimburse $100 per teacher for the renewal of licensure required for continued employment each time the license is up for renewal. This only applies to licensure renewal and does not apply to new licensures obtained. If a teacher has multiple licensures, the payment will be made for the license in which the teacher is currently teaching.

26.08 INDEX

STEPS	BA	BA w/150 sem. Hrs.	MA	MA+15	MA+30	MA+45
0	1.0000	1.0475	1.1500	1.2050	1.2650	1.2950
1	1.0475	1.0975	1.2000	1.2550	1.3150	1.3450
2	1.0950	1.1475	1.2500	1.3050	1.3650	1.3950
3	1.1425	1.0975	1.3000	1.3550	1.4150	1.4450
4	1.1900	1.2475	1.3500	1.4050	1.4650	1.4950
5	1.2375	1.2975	1.4000	1.4550	1.5150	1.5450
6	1.2850	1.3825	1.4850	1.5400	1.6000	1.6300
7	1.3325	1.3975	1.5000	1.5550	1.6150	1.6450
8	1.3800	1.4475	1.5500	1.6050	1.6650	1.6950
9	1.4275	1.4975	1.6000	1.6550	1.7150	1.7450
10	1.4750	1.5475	1.6500	1.7050	1.7650	1.7950
11	1.5250	1.6000	1.7025	1.7575	1.8175	1.8475
14	1.5750	1.6525	1.7550	1.8100	1.8700	1.9000
17	1.6250	1.7050	1.8075	1.8625	1.9225	1.9525
20	1.6750	1.7575	1.8600	1.9150	1.9750	2.0050
23	1.7250	1.8100	1.9125	1.9675	2.0275	2.0575
25	1.7750	1.8625	1.9650	2.0200	2.0800	2.1100
28	1.8250	1.9150	2.0175	2.0725	2.1325	2.1625
30	1.9450	2.0425	2.1450	2.2000	2.2600	2.2900
32	1.9975	2.0975	2.2000	2.2550	2.3150	2.3450

In order for semester hours to be counted toward the MA+15 and MA+30 columns, all courses for which the semester hours are counted must be enrolled in and completed after the semester in which the Master Degree is conferred upon the bargaining unit member. In order for semester hours to be counted toward the MA+45 column, all courses for which the semester hours are counted must be enrolled in and completed after July 1, 2012.

FAIRLAND LOCAL SCHOOL DISTRICT SALARY SCHEDULE 7/1/2024 - 6/30/2025

Base Salary

$35,000	Bachelor's Degree		Bach. Degree (+30 Hrs.)		Master's Degree		Master's Degree + 15 Grad		Master's Degree + 30 Grad		Master's Degree + 45 Grad.	
0	**1.0000**	$35,000	**1.0475**	$36,663	**1.1500**	$40,250	**1.2050**	$42,175	**1.2650**	$44,275	**1.2950**	$45,325
1	**1.0475**	$36,663	**1.0975**	$38,413	**1.2000**	$42,000	**1.2550**	$43,925	**1.3150**	$46,025	**1.3450**	$47,075
2	**1.0950**	$38,325	**1.1475**	$40,163	**1.2500**	$43,750	**1.3050**	$45,675	**1.3650**	$47,775	**1.3950**	$48,825
3	**1.1425**	$39,988	**1.1975**	$41,913	**1.3000**	$45,500	**1.3550**	$47,425	**1.4150**	$49,525	**1.4450**	$50,575
4	**1.1900**	$41,650	**1.2475**	$43,663	**1.3500**	$47,250	**1.4050**	$49,175	**1.4650**	$51,275	**1.4950**	$52,325
5	**1.2375**	$43,313	**1.2975**	$45,413	**1.4000**	$49,000	**1.4550**	$50,925	**1.5150**	$53,025	**1.5450**	$54,075
6	**1.2850**	$44,975	**1.3475**	$47,163	**1.4500**	$50,750	**1.5050**	$52,675	**1.5650**	$54,775	**1.5950**	$55,825
7	**1.3325**	$46,638	**1.3975**	$48,913	**1.5000**	$52,500	**1.5550**	$54,425	**1.6150**	$56,525	**1.6450**	$57,575
8	**1.3800**	$48,300	**1.4475**	$50,663	**1.5500**	$54,250	**1.6050**	$56,175	**1.6650**	$58,275	**1.6950**	$59,325
9	**1.4275**	$49,963	**1.4975**	$52,413	**1.6000**	$56,000	**1.6550**	$57,925	**1.7150**	$60,025	**1.7450**	$61,075
10	**1.4750**	$51,625	**1.5475**	$54,163	**1.6500**	$57,750	**1.7050**	$59,675	**1.7650**	$61,775	**1.7950**	$62,825
11	**1.5250**	$53,375	**1.6000**	$56,000	**1.7025**	$59,588	**1.7575**	$61,513	**1.8175**	$63,613	**1.8475**	$64,663
14	**1.5750**	$55,125	**1.6525**	$57,838	**1.7550**	$61,425	**1.8100**	$63,350	**1.8700**	$65,450	**1.9000**	$66,500
17	**1.6250**	$56,875	**1.7050**	$59,675	**1.8075**	$63,263	**1.8625**	$65,188	**1.9225**	$67,288	**1.9525**	$68,338
20	**1.6750**	$58,625	**1.7575**	$61,513	**1.8600**	$65,100	**1.9150**	$67,025	**1.9750**	$69,125	**2.0050**	$70,175
23	**1.7250**	$60,375	**1.8100**	$63,350	**1.9125**	$66,938	**1.9675**	$68,863	**2.0275**	$70,963	**2.0575**	$72,013
25	**1.7750**	$62,125	**1.8625**	$65,188	**1.9650**	$68,775	**2.0200**	$70,700	**2.0800**	$72,800	**2.1100**	$73,850
28	**1.8250**	$63,875	**1.9150**	$67,025	**2.0175**	$70,613	**2.0725**	$72,538	**2.1325**	$74,638	**2.1625**	$75,688
30	**1.9450**	$68,075	**2.0425**	$71,488	**2.1450**	$75,075	**2.2000**	$77,000	**2.2600**	$79,100	**2.2900**	$80,150
32	**1.9975**	$69,913	**2.0975**	$73,413	**2.2200**	$77,700	**2.2550**	$78,925	**2.3150**	$81,025	**2.3450**	$82,075

FAIRLAND LOCAL SCHOOL DISTRICT SALARY SCHEDULE 7/1/2025 - 6/30/2026												
Base Salary												
$35,875	Bachelor's Degree		Bach. Degree (+30 Hrs.)		Master's Degree		Master's Degree + 15 Grad		Master's Degree + 30 Grad		Master's Degree + 45 Grad.	
0	**1.0000**	$35,875	**1.0475**	$37,579	**1.1500**	$41,256	**1.2050**	$ 43,229	**1.2650**	$ 45,382	**1.2950**	$46,458
1	**1.0475**	$37,579	**1.0975**	$39,373	**1.2000**	$43,050	**1.2550**	$ 45,023	**1.3150**	$ 47,176	**1.3450**	$48,252
2	**1.0950**	$39,283	**1.1475**	$41,167	**1.2500**	$44,844	**1.3050**	$ 46,817	**1.3650**	$ 48,969	**1.3950**	$50,046
3	**1.1425**	$40,987	**1.1975**	$42,960	**1.3000**	$46,638	**1.3550**	$ 48,611	**1.4150**	$ 50,763	**1.4450**	$51,839
4	**1.1900**	$42,691	**1.2475**	$44,754	**1.3500**	$48,431	**1.4050**	$ 50,404	**1.4650**	$ 52,557	**1.4950**	$53,633
5	**1.2375**	$44,395	**1.2975**	$46,548	**1.4000**	$50,225	**1.4550**	$ 52,198	**1.5150**	$ 54,351	**1.5450**	$55,427
6	**1.2850**	$46,099	**1.3475**	$48,342	**1.4500**	$52,019	**1.5050**	$ 53,992	**1.5650**	$ 56,144	**1.5950**	$57,221
7	**1.3325**	$47,803	**1.3975**	$50,135	**1.5000**	$53,813	**1.5550**	$ 55,786	**1.6150**	$ 57,938	**1.6450**	$59,014
8	**1.3800**	$49,508	**1.4475**	$51,929	**1.5500**	$55,606	**1.6050**	$ 57,579	**1.6650**	$ 59,732	**1.6950**	$60,808
9	**1.4275**	$51,212	**1.4975**	$53,723	**1.6000**	$57,400	**1.6550**	$ 59,373	**1.7150**	$ 61,526	**1.7450**	$62,602
10	**1.4750**	$52,916	**1.5475**	$55,517	**1.6500**	$59,194	**1.7050**	$ 61,167	**1.7650**	$ 63,319	**1.7950**	$64,396
11	**1.5250**	$54,709	**1.6000**	$57,400	**1.7025**	$61,077	**1.7575**	$ 63,050	**1.8175**	$ 65,203	**1.8475**	$66,279
14	**1.5750**	$56,503	**1.6525**	$59,283	**1.7550**	$62,961	**1.8100**	$ 64,934	**1.8700**	$ 67,086	**1.9000**	$68,163
17	**1.6250**	$58,297	**1.7050**	$61,167	**1.8075**	$64,844	**1.8625**	$ 66,817	**1.9225**	$ 68,970	**1.9525**	$70,046
20	**1.6750**	$60,091	**1.7575**	$63,050	**1.8600**	$66,728	**1.9150**	$ 68,701	**1.9750**	$ 70,853	**2.0050**	$71,929
23	**1.7250**	$61,884	**1.8100**	$64,934	**1.9125**	$68,611	**1.9675**	$ 70,584	**2.0275**	$ 72,737	**2.0575**	$73,813
25	**1.7750**	$63,678	**1.8625**	$66,817	**1.9650**	$70,494	**2.0200**	$ 72,468	**2.0800**	$ 74,620	**2.1100**	$75,696
28	**1.8250**	$65,472	**1.9150**	$68,701	**2.0175**	$72,378	**2.0725**	$ 74,351	**2.1325**	$ 76,503	**2.1625**	$77,580
30	**1.9450**	$69,777	**2.0425**	$73,275	**2.1450**	$76,952	**2.2000**	$ 78,925	**2.2600**	$ 81,078	**2.2900**	$82,154
32	**1.9975**	$71,660	**2.0975**	$75,248	**2.2200**	$79,643	**2.2550**	$ 80,898	**2.3150**	$ 83,051	**2.3450**	$84,127

FAIRLAND LOCAL SCHOOL DISTRICT SALARY SCHEDULE 7/1/2026 - 6/30/2027												
Base Salary												
$36,772	Bachelor's Degree		Bach. Degree (+30 Hrs.)		Master's Degree		Master's Degree + 15 Grad		Master's Degree + 30 Grad		Master's Degree + 45 Grad.	
0	**1.0000**	$36,772	**1.0475**	$38,519	**1.1500**	$42,288	**1.2050**	$44,310	**1.2650**	$46,516	**1.2950**	$47,620
1	**1.0475**	$38,519	**1.0975**	$40,357	**1.2000**	$44,126	**1.2550**	$46,149	**1.3150**	$48,355	**1.3450**	$49,458
2	**1.0950**	$40,265	**1.1475**	$42,196	**1.2500**	$45,965	**1.3050**	$47,987	**1.3650**	$50,194	**1.3950**	$51,297
3	**1.1425**	$42,012	**1.1975**	$44,034	**1.3000**	$47,803	**1.3550**	$49,826	**1.4150**	$52,032	**1.4450**	$53,135
4	**1.1900**	$43,759	**1.2475**	$45,873	**1.3500**	$49,642	**1.4050**	$51,664	**1.4650**	$53,871	**1.4950**	$54,974
5	**1.2375**	$45,505	**1.2975**	$47,712	**1.4000**	$51,481	**1.4550**	$53,503	**1.5150**	$55,709	**1.5450**	$56,813
6	**1.2850**	$47,252	**1.3475**	$49,550	**1.4500**	$53,319	**1.5050**	$55,342	**1.5650**	$57,548	**1.5950**	$58,651
7	**1.3325**	$48,999	**1.3975**	$51,389	**1.5000**	$55,158	**1.5550**	$57,180	**1.6150**	$59,387	**1.6450**	$60,490
8	**1.3800**	$50,745	**1.4475**	$53,227	**1.5500**	$56,996	**1.6050**	$59,019	**1.6650**	$61,225	**1.6950**	$62,328
9	**1.4275**	$52,492	**1.4975**	$55,066	**1.6000**	$58,835	**1.6550**	$60,857	**1.7150**	$63,064	**1.7450**	$64,167
10	**1.4750**	$54,239	**1.5475**	$56,904	**1.6500**	$60,674	**1.7050**	$62,696	**1.7650**	$64,902	**1.7950**	$66,006
11	**1.5250**	$56,077	**1.6000**	$58,835	**1.7025**	$62,604	**1.7575**	$64,627	**1.8175**	$66,833	**1.8475**	$67,936
14	**1.5750**	$57,916	**1.6525**	$60,766	**1.7550**	$64,535	**1.8100**	$66,557	**1.8700**	$68,763	**1.9000**	$69,867
17	**1.6250**	$59,754	**1.7050**	$62,696	**1.8075**	$66,465	**1.8625**	$68,488	**1.9225**	$70,694	**1.9525**	$71,797
20	**1.6750**	$61,593	**1.7575**	$64,627	**1.8600**	$68,396	**1.9150**	$70,418	**1.9750**	$72,624	**2.0050**	$73,728
23	**1.7250**	$63,431	**1.8100**	$66,557	**1.9125**	$70,326	**1.9675**	$72,349	**2.0275**	$74,555	**2.0575**	$75,658
25	**1.7750**	$65,270	**1.8625**	$68,488	**1.9650**	$72,257	**2.0200**	$74,279	**2.0800**	$76,486	**2.1100**	$77,589
28	**1.8250**	$67,109	**1.9150**	$70,418	**2.0175**	$74,187	**2.0725**	$76,210	**2.1325**	$78,416	**2.1625**	$79,519
30	**1.9450**	$71,521	**2.0425**	$75,107	**2.1450**	$78,876	**2.2000**	$80,898	**2.2600**	$83,104	**2.2900**	$84,208
32	**1.9975**	$73,452	**2.0975**	$77,129	**2.2200**	$81,634	**2.2550**	$82,921	**2.3150**	$85,127	**2.3450**	$86,230

ARTICLE 27: **SEVERANCE PAY**

27.01 Severance pay shall be paid in the amount of twenty-five percent (25%) of the accumulated sick leave up to a maximum of eighty (80) days.

27.02 Payment shall be based on the employee' s per diem rate on his/her last full day of employment in the Fairland Local School District.

27.03 Payment will be made not later than thirty (30) days after the employee becomes a retiree of either the State Teacher's Retirement System or the State Employee's Retirement System. Once such severance payment has been received by the retiree, all unused accumulated sick leave is surrendered and forfeited. Such payment will be made only once to any employee.

27.04 Retirement for the purpose of this agreement is defined as being that point at which a certificated professional employee has applied for and received a notice of his effective date of retirement from the Ohio State Teacher's Retirement System.

27.05 In the case of the death of a bargaining unit member before retirement, any employee who has completed ten (10) years with Fairland Local School District will be eligible for any accrued severance pay to be paid to the estate of said bargaining unit member.

27.06 Employees who use four (4) or less sick days per year shall accumulate one (1) additional day of severance pay for each year the staff member meets the conditions of this incentive. These days shall be added to the severance pay days from Article 27.01 and will be paid at the time of retirement.

ARTICLE 28: STRS PICK UP UTILIZING THE SALARY REDUCTION METHOD

28.01 The Board shall pickup contributions to the State Teachers Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be the state mandated percent of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of City, State and Federal tax.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

3. The pick-up shall become effective October 4, 1985, and shall apply to all compensation including supplemental earning thereafter.

4. The parties agree that should the rules and regulations of the IRS, or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

5. Payment for sick leave, personal leave, severance supplemental, etc., including unemployment and worker's compensation, shall be based on the employee's gross or daily gross pay prior to the reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

ARTICLE 29: HOME TUTORING

29.01 No later than September 15 of each year, the Superintendent shall send out an email to determine those interested in accepting home tutoring assignments during the current school year. For the purpose of home tutoring, the teachers shall be separated into the following categories based upon their present assignment or current licensure: K through 6; by subject area for those teaching grades 7 through 12. Current bargaining unit members will have the first opportunity to accept home-bound tutoring assignments before they are given to certified teachers outside the bargaining unit. Any teacher interested may have his or her name added to another list in addition to the list covering his or her present assignment, if the Superintendent deems the teacher qualified to tutor in that area.

The name of each bargaining unit member indicating desire to accept a home tutoring assignment in their proper area shall be placed in a container. The names shall be drawn from the container one at a time and placed on a list in order of the draw. The Superintendent shall cause to have each list distributed to each affected bargaining unit member no later than September 30th of each year.

Home tutoring assignments shall be made from the appropriate list in rotation order. If a bargaining unit member refuses an assignment, his/her name shall be placed at the bottom of the rotation order and the next person on the list shall be offered the assignment. No bargaining unit member may have a second home tutoring assignment until all other bargaining unit members on the list have either had an assignment or refused an assignment.

29.02 Reimbursement for home tutoring assignments shall be made on an hourly basis at the rate of $30.00 per hour.

ARTICLE 30: TRAVEL REIMBURSEMENT

30.01 Bargaining unit members who have regular assignments in more than one (1) building or by nature of their assignment require travel during their normal workday, shall be reimbursed at the IRS standard mileage rate. Mileage will be measured daily from the first school of assignment to the final school of assignment for traveling teachers.

30.02 Requests for mileage reimbursement shall be submitted on a form provided by the Treasurer of the Board prior to the last day of each month. Payment will be made during the following month.

ARTICLE 31: SEVERABILITY

31.01 If any specific provision of this negotiated Agreement is rendered contrary to law by a court of competent jurisdiction or by a subsequent change in federal law or state law as covered by O.R.C. 4117.10, that specific provision shall be deemed null and void to the extent prescribed by law, with the remaining provisions to stay in full force and effect. The parties shall, upon written request of either party and within thirty (30) days, reopen negotiations on any and all provisions rendered to be contrary to law in an attempt to bring the affected provision(s) into compliance.

The negotiations procedures in Article 3 of this Agreement shall be followed for the above-mentioned negotiations.

ARTICLE 32: SUPPLEMENTAL CONTRACTS

32.01 All bargaining unit members granted additional compensation for supplemental duties shall be issued a written contract for such duties. Such supplemental contracts shall be issued in addition to their regular contracts. The Board must notify bargaining unit members by April 30th in the year the supplemental contract is to expire of its intent to non-renew such supplemental contract.

32.02 Members shall be reimbursed in a lump sum payment with a separate check or by direct deposit within seventeen (17) workdays of completion of their supplemental contract or at the end of the sport's season. A member may choose to have their supplemental pay added to their regular payroll rather than a separate payment. End of the sport's season shall mean the last event of the season including tournament games. The principal must sign the request for payment of supplemental contract indicating that duties of the position have been performed and completed in order for payment to be made under the supplemental contract.

32.03 Supplemental Salaries Current Schedule -- The following supplementals shall be included on the schedule with the Administration to supply job descriptions. The Board reserves the right to fill or not fill any supplemental contract in any year.

Academic Supplementals (Yearly)						
Cat	**School**	**Title**	**Years 1-5**	**Years 6-10**	**Years 11-15**	**Years 16+**
1	HS	Drama/Musical Director	$1,800.00	$2,100.00	$2,500.00	$3,000.00
	MS	Yearbook	$1,800.00	$2,100.00	$2,500.00	$3,000.00
	HS	Quiz Bowl	$1,800.00	$2,100.00	$2,500.00	$3,000.00
	HS	Science Fair Director	$1,800.00	$2,100.00	$2,500.00	$3,000.00
2	MS	Beta Club Honor Society	$1,300.00	$1,600.00	$2,000.00	$2,500.00
	MS	Science Fair Director	$1,300.00	$1,600.00	$2,000.00	$2,500.00
		*[If 5-+ Students Participate at Sci. Fair. ½ Pay if <50 Students Participate.]				
	HS	Advanced Placement Director	$1,300.00	$1,600.00	$2,000.00	$2,500.00
	HS	Beta Club	$1,300.00	$1,600.00	$2,000.00	$2,500.00
	HS	Prom Sponsor	$1,300.00	$1,600.00	$2,000.00	$2,500.00
	HS	Yearbook	$1,300.00	$1,600.00	$2,000.00	$2,500.00
	West	Science Fair Director	$1,300.00	$1,600.00	$2,000.00	$2,500.00
		*[If 50%+ of 5th Grade Participate At Sci. Fair. ½ Pay if <50% of 5th Grade Participate.]				
	HS	Asst. Sci Fair Director	$1,300.00	$1,600.00	$2,000.00	$2,500.00
	HS	International Day Director	$1,300.00	$1,600.00	$2,000.00	$2,500.00
3	MS	Power of the Pen	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	MS	Quiz Bowl	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	MS	Student Council	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	HS	Choir Director	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	HS	French Club	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	HS	International Day Assistant	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	HS	Math Club	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	HS	Spanish Club	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	HS	Student Council	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	HS	Tri-M	$1,000.00	$1,300.00	$1,700.00	$2,200.00
	All	Special Olympics Coordinator	$1,000.00	$1,300.00	$1,700.00	$2,200.00
4	East	Track & Field Coordinator	$700.00			
	West	Track & Field Coordinator	$700.00			
	HS	Drama/Musical Pianist	$700.00			
5	HS	Literature Club	$500.00	$650.00	$800.00	$1,000.00
	HS	Pep Bad	$500.00	$650.00	$800.00	$1,000.00

Academic Supplementals (Hourly Rate)		
School	**Title**	**Amt./Hour**
MS	Saturday Detention Hall	$30.00
HS	Detention Hall	$30.00
ALL	Afterschool Intervention	$30.00
ALL	Homebound Tutoring	$30.00
ALL	In-building Substitute	$30.00
ALL	Summer School	$30.00
ALL	Teacher Mentors	$30.00
Academic Supplementals (Per Performance)		
Elem	Elementary Musical/Choir Director	$125.00
Elem	Teachers for evening performance	$70.00
Extended Days – 6 hours = 1 day		
HS	Athletic Director	30 days @ 1.118
HS	Band Director	30 days @ 1.118
HS	Ass't Band Director	20 days @ 1.111
All	Guidance Counselor	20 days @ 1.111
All	Librarian	5 days @ 1.027

Athletic Supplementals						
Cat	**School**	**Title**	**Years 1-5**	**Years 6-10**	**Years 11-15**	**Years 16+**
1	HS	Head Basketball: Boys	$7,500.00	$8,000.00	$9,000.00	$10,000.00
	HS	Head Basketball: Girls	$7,500.00	$8,000.00	$9,000.00	$10,000.00
	HS	Head Cheerleading Coach	$7,500.00	$8,000.00	$9,000.00	$10,000.00
	HS	Head Football	$7,500.00	$8,000.00	$9,000.00	$10,000.00
2	MS	Athletic Director	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	MS	Head Cheerleading Coach	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Head Baseball	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Head Softball	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Head Track: Boys	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Head Track: Girls	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Head Volleyball	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Head Wrestling	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Ass't Basketball: Boys (2)	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Ass't Basketball: Girls (2)	$3,500.00	$4,000.00	$5,000.00	$6,000.00
	HS	Ass't Football (2) [3 if 33+ athletes]	$3,500.00	$4,000.00	$5,000.00	$6,000.00
3	MS	Head Football	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	MS	Basketball: 8th Grade Boys	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	MS	Basketball: 8th Grade Girls	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	MS	Basketball: 7th Grade Boys	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	MS	Basketball: 7th Grade Girls	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	MS	Head Track: Boys	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	MS	Head Track: Girls	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	HS	Dragon's Eye	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	HS	Head Cross Country	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	HS	Head Golf	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	HS	Head Soccer: Boys	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	HS	Head Soccer: Girls	$3,000.00	$3,500.00	$4,000.00	$4,500.00
	HS	Ass't Cheerleading Coach	$3,000.00	$3,500.00	$4,000.00	$4,500.00

	HS	Ass't Volleyball	$3,000.00	$3,500.00	$4,000.00	$4,500.00
4	MS	Head Cross Country	$2,500.00	$3,000.00	$3,500.00	$4,000.00
	MS	Head Volleyball: 8th Grade	$2,500.00	$3,000.00	$3,500.00	$4,000.00
	MS	Head Volleyball: 7th Grade	$2,500.00	$3,000.00	$3,500.00	$4,000.00
	MS	Ass't Football [2 if 22+ athletes]	$2,500.00	$3,000.00	$3,500.00	$4,000.00
	HS	Ass't Band Director (Part-time)	$2,500.00	$3,000.00	$3,500.00	$4,000.00
	HS	Ass't Baseball	$2,500.00	$3,000.00	$3,500.00	$4,000.00
	HS	Ass't Softball	$2,500.00	$3,000.00	$3,500.00	$4,000.00
	HS	Ass't Track: Boys	$2,500.00	$3,000.00	$3,500.00	$4,000.00
	HS	Ass't Track: Girls	$2,500.00	$3,000.00	$3,500.00	$4,000.00

Athletic Supplementals						
Cat	**School**	**Title**	**Years 1-5**	**Years 6-10**	**Years 11-15**	**Years 16+**
5	MS	Head Golf	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	MS	Head Soccer	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	MS	Head Wrestling (also Ass't HS Coach)	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	MS	Ass't Track: Boys	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	MS	Ass't Track: Girls	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	HS	Weight Room Summer	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	HS	Weight Room Winter	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	HS	Ass't Cross Country	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	HS	Ass't Golf	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	HS	Ass't Soccer: Boys [If 16+ Athletes]	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	HS	Ass't Soccer: Girls [If 16+ Athletes]	$1,900.00	$2,400.00	$2,900.00	$3,400.00
	All	Safety Compliance	$1,900.00	$2,400.00	$2,900.00	$3,400.00

*For all supplementals, continuous years of will not be reset due to a medical leave of up to one (1) year.

*Should a coach change positions within the same sport, the coach shall retain all accumulated years of continuous service.

ARTICLE 33: DRUG FREE WORKPLACE

33.01 It is the policy of the Fairland Local Board of Education to maintain a drug-free workplace in full compliance with all applicable federal, state and local laws. All employees of the district, whether full-time, part-time or substitute, will receive a copy of this policy at the beginning of each school year or upon reporting to work.

No employee of the Fairland Local School District engaged in work, or while in the workplace, shall unlawfully manufacture, distribute, dispense, possess, or use any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in federal, state and local law.

The workplace shall be defined and include any school building, school property, school-owned vehicles or school approved vehicle used to transport students to and from school or school-related act1v1t1es. Any district employee in charge of students off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the Fairland Local School District, is required to comply with this policy.

As a condition of employment, each employee shall be required to comply with this policy and notify the Superintendent of his/her conviction of any criminal drug statute for a violation occurring during work hours or in the workplace as defined above, not later than five (5) days after such conviction.

An employee who violates the terms of this policy shall enroll and participate in an alcohol or other drug abuse counseling/treatment/rehabilitation/re-entry program approved by the Board of Education. Participation in such a program shall be entirely at the employee's expense, and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. A list of agencies qualified to offer alcohol and other drug counseling/treatment/rehabilitation/re-entry programs will be maintained in the

Superintendent's office and win be provided to any employee upon request. If the employee fails to enroll and participate in such a program, the employee shall be subject to disciplinary action under the Ohio Revised Code consistent with local, state and federal law. Sanctions against employees, including nonrenewal, suspension and termination shall be in accordance with the prescribed school district administrative regulations, procedures and collective bargaining agreement.

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record, and shall be CONFIDENTIAL. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

This policy is in compliance with the Federal Drug-Free Workplace Act of 1988. Should this policy be found not in compliance with federal law, the Board and Association shall bargain a new policy per the terms of Article 31 of the master contract. Every year bargaining unit members shall receive a copy of this policy and acknowledge its receipt.

ARTICLE 34: IRS SECTION 125 PLAN

34.01 The Board will provide the bargaining unit members with an IRS Section 125 Plan. The IRS Section 125 Plan will only tax shelter the employees' contribution towards the employees' health insurance, vision and dental insurance.

ARTICLE 35: FACULTY COUNCIL

35.01 Within each school building there shall be a School Faculty Council consisting of professional staff members assigned to each school building. Such council shall have among its members the Association's Building Representative and the building principal or his/her designee shall be a member of the School Faculty Council. The membership of the Faculty Council will be based on one (1) teacher representative per ten (10) faculty members, the representatives and the chairperson of the Council will be decided by the faculty no later than September 30th of each school year at a meeting of all faculty assigned to the building principal. The first meeting of the Council must be scheduled by the chairperson by mid-October, at that meeting a recording secretary will be elected to keep minutes.

The purpose of the Council will be to provide a vehicle for communication between the professional staff members and the administration of the school concerning matters unique to the school, which have not been made the subject of a grievance.

The Council will meet upon call of either the building principal or the chairperson, or a majority of the professional staff members who are members of the School Faculty Council. Once a meeting is called, the principal and the chairperson will mutually decide the time and location of the meeting. All professional staff members will have the opportunity to place items on the agenda. The agenda will be distributed to the staff at least forty-eight (48) hours before any regular meeting. Minutes of all meetings will be distributed to the professional staff members and the administration following each meeting by the recording secretary.

The Council may consider: (1) discussion of building policies and procedures; (2) building maintenance and cleanliness; (3) student discipline; (4) instruction programs; and (5) other similar matters. Membership on the Faculty Council will neither be used to jeopardize a professional staff member's job security nor to adversely affect a professional staff member's evaluation or advancement.

ARTICLE 36: EMPLOYMENT OF RETIREES

36.01

1. A retiree is defined as a certificated staff member who has retired through the State Teachers Retirement System and is receiving a monthly stipend from said retirement system. A retiree who applies for work as a teacher shall be considered with all other applicants, but shall have no expectation or no guarantee of re-employment. The decision whether to re-employ shall rest solely with the Superintendent and the Board.

2. A newly employed retiree shall be placed in his/her actual educational column at Step 0 of the current contract and shall remain at Step O while employed as a retiree.

3. Retirement from the Fairland Local School District shall be considered a break in employment.

4. Retirees who are re-employed, shall not be eligible for hospital, surgical, prescription, major medical, vision, life and dental benefits provided under Article 27 of the Contract. The retiree will be required to obtain health insurance through the STRS. If STRS mandates that the Fairland Local School Board of Education provide the health insurance, the insurance will be provided by the District as it would for any employee under a single plan.

5. Re-employed retirees shall be employed on a series of one (1) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. A retiree's contract shall expire at the end of its term without evaluations being completed. There shall be no requirement for Board action to non-renew and no requirement of any notice of non-renewal under Section 3319.11, ORC. To be employed for the next year, the Board must take action to employ.

6. Returning employees will accrue 1.25 days per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.

7. Such retired member is not eligible to receive an additional severance payment upon leaving employment with the District, nor will he or she accrue seniority.

8 Re-employed retirees are not entitled to receive reimbursement for college coursework in accordance with Article 38.

9 If the Board reduces staff in accordance with the Reduction in Force procedure in Article 25 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights.

10 Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the Fairland Association of Classroom Teachers/OEA/NEA except those benefits that this Article specifically states will not be provided to retirees.

11 This Article and such salary and individual contract provisions with a member expressly supersede ORC Section 3317.13, 3317.14, 3319.11, 3319.111 and all other applicable laws inconsistent with this article.

ARTICLE 37: MID-TERM BARGAINING

37.01

1. If during the duration of this contract, bargaining becomes necessary due to impact, severability, or a specified re-opener provision, the Fairland Local Board of Education and the Fairland Association of Classroom Teachers agree to use the following procedure:

    a. By mutual understanding, the parties agree that no item/issue that was part of the initial proposal of either party for the successor contract can be the subject of Mid-Term bargaining. The parties agree that any item/issue that could have been part of the initial proposal of either party for the successor agreement shall not be the subject of Mid- Term bargaining.

        1. The party identifying an issue that falls within the scope of Section (A) (1) shall notify the other party with a demand to bargain notice. The notice may be on the prescribed SERB form, or it may be a letter. A copy of the Demand to Bargain shall be filed with SERB.

        2. A mutually agreed to time shall be arranged between the parties to discuss the issue(s) as they may relate to Section (A) (1).

        3. Proposals shall be brought and submitted to the other party at the first session.

        4. The parties shall use the guidelines as outlined in the Article to conduct the meeting.

    b. If the parties fail to reach agreement, the Statutory Impasse Procedure as stated in O.R.C. 4117 shall be the method used to settle the outstanding issue(s).

    c. Each party reserves the right to file an Unfair Labor Practice charge with the State Employment Relations Board (SERB) regarding whether or not the other party has acted in accordance with SERB rulings or complied with the provisions of 4117.

ARTICLE 38: DURATION OF AGREEMENT AND SEVERABILITY

38.01 This Agreement supersedes and replaces all pertinent statutes, rules and regulations as provided by the express provisions of this Agreement. Where this Agreement is silent or the law is not modified by provisions of the Agreement, applicable law shall prevail.

38.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and the Association and all prior agreements, either oral or written, are hereby canceled. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties all the time they negotiated or signed this Agreement.

38.03 This Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect until midnight June 30, 2027.

Ratified on February 10, 2025 by the Fairland Association of Classroom Teachers and approved on February 10, 2025 by the Board of Education.

FOR THE FAIRLAND ASSOCIATION OF CLASSROOM TEACHERS, OEA/NEA

Kimberly Grasher 5/19/25
Date
Fairland Association of Classroom Teachers

Date
Fairland Association of Classroom Teachers

FOR THE FAIRLAND LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Roni Hayes 6-2-25
Date
Superintendent, Fairland Local School District

Wendy McGoon 7.29.25
Date
Treasurer, Fairland Local School District