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NEGOTIATED AGREEMENT

between the

FAIRLESS EDUCATION ASSOCIATION

(Certified)

and the

FAIRLESS LOCAL BOARD OF EDUCATION

July 1, 2026 through June 30, 2029

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ARTICLE 1 - RECOGNITION

The Fairless Board of Education (hereinafter "Board") recognizes the Fairless Education Association OEA/NEA (hereinafter "Association") as the sole and exclusive representative for all certificated personnel and personnel who are performing activities normally performed by said certificated personnel, excluding the Superintendent, assistant superintendent, principals, other administrators, substitutes, Technology Director, Athletic Director and all other employees of the district.

Recognition of the Association shall continue in full force and effect until such time a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of Ohio Revised Code Sections 4117.05 and 4417.07 or until a decertification petition is approved by the State Employment Relations Board.

ARTICLE 2 - SCOPE OF BARGAINING

The scope of bargaining shall be wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

ARTICLE 3 - NON DISCRIMINATION

The Board and the Association recognize their respective responsibilities under Federal and State constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, membership or non-membership in the Association.

ARTICLE 4 - NEGOTIATIONS PROCEDURE

4.01 Philosophy of the Parties

The Fairless Board of Education and the Fairless Education Association firmly believe that the objectives of the education program are realized to the highest degree when mutual understandings, cooperation and effective communications exist between the Board and the Association. Therefore, the parties have established this orderly procedure for negotiations.

4.02 Submission of Issues

A. The submission of the Notice to Negotiate, which must be submitted no later than 120 calendar days prior to the expiration of this Contract, from the designated principal representative of the Association to the Superintendent or from the Superintendent to the designated principal representative of the Association shall signify the commencing of negotiations. A mutually convenient meeting date shall be set and negotiations shall begin no later than March 15, unless both parties agree to a later date.

B. All issues proposed for negotiations will be exchanged, in total and in writing, by the negotiating committees at the first negotiations session. Any new items proposed by either party after this exchange shall require the mutual agreement of both negotiating teams.

4.03 Negotiations Meetings

Once negotiations begin, there shall be a negotiations session once within seven (7) calendar days. The only exception to the aforementioned shall be in the case of hazardous weather or agreed upon mutually. Representation shall be three (3) to five (5) representatives each for the Board and the Association with no less than three (3) members from each team present. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representative of the other party.

4.04 Exchange of Information

A. Either party shall furnish the other party, upon reasonable request, all available information pertinent to the issues under negotiation at the same time.

B. A Good Faith Statement requires that the Board and the Association be willing to respond to each other's proposals. If a proposal is unacceptable, the other side is obligated to state a reason for the rejection.

4.05 Consultants

The parties may call upon professional and lay consultants to assist in preparing for all negotiations. The expense of such consultants shall be borne by the party requesting them.

4.06 Progress Reports

A. Interim reports of progress may be made to the Association by its representatives and to the Board by the Superintendent or his/her designated representative.

B. During negotiations any news releases shall be by mutual agreement of the parties.

4.07 Agreement

A. When the parties reach a Collective Bargaining Agreement, the fact of the Agreement shall be recorded and initialed by both parties. The Agreement shall be reduced to writing and presented to the Association within ten (10) calendar days. Upon ratification by the Association, the Board shall act on ratification within ten (10) calendar days of the Association's action.

B. The Collective Bargaining Agreement shall be made available electronically. The cost of reproduction for Association leadership will be paid for by the Board.

C. Nothing in this document shall prohibit individuals and minority organizations from presenting views or grievances which affect their status in the district to the

Superintendent in accordance with established procedure. All negotiations, however, shall be conducted according to this document.

4.08 **Alternate Dispute Procedures**

If an agreement cannot be reached or if the forty-five (45) day time period designated for negotiations has expired without mutual consent for an extension, either party may call for the services of the Federal Mediation Conciliation Service or a mutually agreed upon mediator. The parties will share the cost of a mediator equally.

A. This alternate dispute resolution procedure shall supersede and replace all statutory dispute resolution procedures in 4117 ORC. The State Employment Relations Board shall have no authority to alter, modify, or replace the parties mutually agreed to procedure.

B. If this procedure does not result in an agreement; the Association has the right to strike provided it has given the ten (10) day notice required under 4117.14 (D)(2).

ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES

5.01 Information

The Board agrees to furnish to the Association, in response to reasonable request, all available information concerning the education program and the financial resources of the district, including, but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names of all teachers, and other such information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

5.02 Release Time for Meetings

Whenever any representative of the Association or any teacher participates, during working hours, in negotiations or grievance proceedings, within or concerning the Fairless School District, he/she shall suffer no loss of pay.

Use of Building and Equipment

5.03 The Association and its representatives shall have the right to use school buildings for Association meetings at all reasonable hours. The principal of the building in question shall be notified, in advance, of the time and place of all such meetings.

5.04 The Association shall have the right to use all types of electronic equipment, copy machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result

thereof. The principal of the building in question shall be notified, in advance, of the time and place of all such use.

5.05 The Association President and/or his/her representative(s) shall be provided a total of five (5) school days of release time from August 15 of the current school year until August 14 of the following year without loss in pay. Notice of a need for this leave shall be given to the teacher's supervisor/principal and the Superintendent at least five (5) calendar days in advance.

5.06 Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room.

5.07 Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

5.08 Right to Speak at Meeting

An Association representative may speak to the employees at the conclusion of any faculty or other professional meeting.

5.09 Right to Speak at New Staff Orientation Meeting

An Association representative shall speak to new staff at their orientation meeting.

5.10 The Labor Management Committee shall be made up of the Superintendent and Association President with representation not to exceed five (5) members on each team. The Labor Management Committee shall meet at the beginning of the month contingent upon there being agenda items submitted in advance to the Superintendent and the Association President. It shall be the Superintendent's and Association President's responsibility to develop the agenda.

In addition to discussing issues in the district, the Labor Management Committee will meet to discuss items regarding teaching and learning, professional development, development and planning of in-service days, and school improvement.

ARTICLE 6 - BOARD OF EDUCATION POLICY BOOKS

The Board of Education will place Board of Education policies on the district's website.

ARTICLE 7 - COLLEGE TUITION PAYMENT

7.01 The Board of Education will reimburse teachers for the actual cost up to $120.00 per semester hour. Only credits earned from institutions of higher learning that are accredited

by a regional, state, or national accreditation association or from an institution which is recognized by the Division of Certification/Licensure, or the Ohio State Department of Education will be considered eligible for reimbursement.

7.02 In order to be considered eligible for reimbursement under this clause, a teacher must submit a purchase order for reimbursement of desired courses and submit said purchase order through proper channels. The purchase order, signed by the Treasurer and returned to the teacher, shall serve as authorization to proceed with said course work for reimbursement purposes.

7.03 Upon presentation to the Treasurer of the Board of Education of a transcript of hours earned, the Treasurer will make payment for hours earned in the following manner, providing the teacher remains in the employ of the Board of Education the year succeeding the year in which the hours were earned. If any employee leaves before the end of the succeeding school year any tuition payment paid in advance will be deducted from the final payroll check.

Hours earned in:

FALL - First pay in February

SPRING - First pay in July

SUMMER - First pay in October

7.04 The total appropriation for this Article shall be $20,000.00 annually, to be used for employees covered under the F.E.A. Negotiated Agreement.

7.05 No member of the bargaining unit will be paid for more than three (3) semester hours per school year until all other applicants that year have been paid. If there is any remaining money, it will be divided equally among all remaining applicants who have applied for additional reimbursement.

7.06 If a teacher fails to compete the subsequent school year, the tuition reimbursement will be deducted from the last paycheck.

ARTICLE 8 - CONFERENCE PERIOD PAY

The Board of Education will pay, in addition to regular earnings, supplemental pay at the rate of $20.00 per period to any teacher who is assigned by an administrator for the purpose of covering another assignment, particularly to cover for another teacher who is absent in cases where the teacher works one-half or more, of the conference period time. No payment will be made for less than one-half period. Payment will be made after submission of the proper supplemental pay form and subject to approval of the principal and Superintendent.

ARTICLE 9 - CONSOLIDATION

The parties to this Contract agree that the effects of any consolidation, merger, transfer, or creation of a new district involving all or part of the current Fairless Local School District shall be a mandatory subject of bargaining between the Association and the Board of its successor.

ARTICLE 10 - DRESS CODE

10.01 The certified staff will set an example for students and dress in an appropriate manner.

10.02 The Fairless Board of Education and the Fairless Education Association believe the appearance and dress of its professional teaching staff is an important component of the educational program of this school district. Staff members are expected to maintain a professional, business-casual appearance as appropriate for the position. Appropriate options include dress slacks, dockers, skirts, or dresses paired with a dress shirt, blouse, or polo shirt. All school district related gear will be Fairless branded. A tie or jacket is not required except when requested by administration for special events such as Conference Day, Grandparents' Day, Hall of Honor inductions or Veterans' Day. Jeans or spirit gear may be worn as designated by the building principal and on other days as permitted by the Superintendent.

ARTICLE 11 - DRUG FREE WORKPLACE

11.01 The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

11.02 The conviction, guilty plea, or no-contest plea of an employee for unlawfully manufacturing, distributing, possession, use and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE 12 - RESIDENT EDUCATOR PROGRAM

12.01 Mentors/Resident Educator

A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a program administered by the Fairless Local School District. This program shall not replace the negotiated employee evaluation program.

B. Definitions

A. Resident Educator Program

The program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five (5) year professional educator license.

B. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

C. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

D. Formative Assessment

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Mentors/Resident Educator

A. Selection of Mentors

The Association President will have the opportunity to provide recommendations to the Resident Educator Coordinator for his/her consideration in selection and assignment of mentors.

B. Qualifications/Roles

1. The Mentor Teacher must have continuing contract status and have a minimum of three (3) consecutive years of teaching experience in the District.

2. The Mentor Teacher must be trained to act as a Mentor through the Ohio Department of Education Instructional Mentoring Program.

3. The Mentor Teacher must hold a valid teaching certificate/license.

4. The Mentor Teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members

and have extensive knowledge of a variety of classroom management and instructional techniques.

5. The Mentor Teacher will use the Resident Educator Program formative assessment tools (examples: collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

6. The Mentor Teacher does not have a formal evaluative role. The Mentor's role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

C. Training

Mentor Teachers shall be provided with the following:

1. An orientation to mentoring responsibilities;

2. State required mentor training;

3. Opportunities to consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

D. Responsibilities

1. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.

2. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.

3. The Mentor Teacher will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

4. The Mentor Teacher does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional Mentor through formative assessment tools.

E. Release Time

1. Each Mentor Teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the Superintendent.

2. Each Mentor Teacher shall be granted release time to attend committee meetings, necessary training and to perform the required committee work.

F. Restrictions

1. Any or all materials jointly developed by Resident Educator/Mentor Teacher shall not be developed or utilized as a remediation program.

2. Each Mentor Teacher shall be responsible for no more than two (2) resident educators per year.

3. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process in his/her first year of teaching.

G. Protections

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that Resident Educator's evaluation.

2. No Resident Educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.

3. In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.

4. Mentor Teachers shall not participate in the evaluation of any Resident Educator.

5. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

6. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.

7. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

8. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

9. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

10. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

11. Resident Educators shall be provided all due process provisions allowed by this Agreement and ORC.

NOTE: This program shall not replace the negotiated employee evaluation system.

H. Compensation

1. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building principal.

2. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend of two (2) percent of the base salary (BA 0) for each Resident Educator. The stipend is to be paid in June of that school year.

3. The District will pay all training fees required for mentors to receive the mandatory ODE state mentor training.

4. A log of all classroom visits and consultations shall be submitted to the Superintendent upon request and by June 5 for reimbursement. The stipend will be paid in June of the school year.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Grievance Policy

The Board recognizes that, in the interest of effective personnel administration, a procedure is necessary whereby its teachers can be assured of a prompt, impartial and fair hearing of grievances. "Teacher" is defined as any member of the Association described under Article 1. The Grievance Procedure shall be available to all teachers; no reprisals of any kind shall be taken against any teacher or spouse initiating or participating in the grievance.

13.02 Grievance Defined - A grievance is a claim involving the alleged violation, misinterpretation, or misapplication of:

The negotiated Agreement between the Board of Education and the Fairless Education Association.

13.03 Grievant - The lodging of any grievance shall be the exclusive right of the individual teacher and/or the Association if more than one (1) teacher is involved.

Step One

13.04 Any association member having a grievance shall first discuss such grievance with his/her building principal or immediate supervisor.

Step Two

13.05 If the discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance with such grievant's building principal. (Appendix A) Such written grievance shall be lodged within thirty (30) days following the alleged act or condition which is the basis of said grievance. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied. The grievant shall have a right to request a hearing before the building principal. Such hearing shall be arranged by the building principal and conducted within five (5) school days after the receipt of such request. The aggrieved shall have the right to be accompanied by counsel at all levels of the grievance procedure.

13.06 The building principal shall make a written finding within five (5) school days after said hearing. Such finding shall have the reasons for the action taken and a copy shall be sent to the grievant.

Step Three

13.07 If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal, in writing, (Appendix B) to the Superintendent. Upon request, a hearing shall be conducted by the Superintendent within five (5) school days after the receipt of the request. The aggrieved shall have the right to be accompanied at such hearing by counsel.

13.08 The Superintendent shall take action on the appeal of the grievance within five (5) school days after the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant.

Step Four

13.09 If the grievant is not satisfied with the disposition of the grievance in Step Three, the grievant may request a hearing before an arbitrator. The grievant's request for arbitration must be submitted through the Association and be made within ten (10) calendar days of the receipt of the opinion in Step Three. The grievant's request for arbitration shall be by certified mail to the Superintendent. Within five (5) calendar days following receipt of the grievant's request for arbitration, the Superintendent or the Association shall petition the

American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator shall be selected by the parties, alternately striking names from the list.

13.10 The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the parties.

13.11 The cost and expenses of the arbitrator shall be mutually shared by both parties.

Miscellaneous

13.12 Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, or access to the grievance procedure, including arbitration.

ARTICLE 14 - HIRING I REHIRING RETIREES

To be attached to and incorporated into the individual contract of employment.

The Board may, in its sole discretion, choose to hire / rehire individuals who have retired with any public retirement system. If such individual is hire / rehired, the following terms and conditions shall govern:

1. The individual shall be issued a one year limited contract which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.

2. The employee must waive any rights he/she may have or accrue under 3319.11, 3319.111 ORC, 3319.17 ORC.

3. The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or board policy.

4. The employee waives any rights he/she may have or accrue to any type of retirement incentive program.

5. The employee agrees to be placed on the salary schedule at Step 0, Column 1 annually (BA-0).

6. The following articles of the collective bargaining agreement shall not be applicable to individuals hired / rehired under this Article:

Article 7	College Tuition Payment
Article 23	Reduction in Force
Article 26	Severance Pay

Article 31 Vacancies, Transfers/Assignments

ARTICLE 15 - INDIVIDUAL CONTRACTS

15.01 Contracts issued to teachers shall contain the following information:

A. Name of teacher;

B. Type of contract and number of years, if more than one (1) year;

C. Annual compensation to be paid for the first year of the contract (i.e., BA Degree, Years(s) of experience, step on pay scale);

D. Signatures of the employee, Treasurer, and Board President.

15.02 Teachers will be paid as follows:

A. Certificated employees will receive their annual salary in twenty-six (26) equal installments;

B. Teacher's contracts will be for 185 work days per school year;

15.03 **Work Year**

A. The work calendar will be 185 days. The work year will include one (1) floating day between August 1 and before the first required staff day to work in their assigned buildings to prepare the classroom.

B. Prior to a recommendation being made to the Board, the school calendar shall be discussed with the Labor-Management Committee.

15.04 **Work Day**

A. The length of a teacher's work day will be seven and one-half (7 1/2) hours per day. Included as part of the work day, shall be an uninterrupted duty-free lunch of at least 30 minutes.

B. Middle school and secondary teachers (grades 6-12) will receive a minimum of one (1) period per day for planning and preparation. This time shall be provided within the student instructional day. Each full-time elementary teacher (K-5) will receive two hundred (200) minutes of planning time per week.

ARTICLE 16 - INSURANCES

16.01 In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Tutors working thirty (30) hours or more per week may participate in the group insurance programs by paying 24% of the insurance cost to the Board.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

16.02 Medical

A. The Board will pay 80% of the premium and the employee will pay 20% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, life and vision insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

16.03 Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $65,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

16.04 Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

16.05 Vision Coverage

The Board shall provide vision coverage and pay 100% of the premium.

16.06 Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

16.06 Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

16.07 Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a

participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

16.08 Insurance Benefits for Retiring or Resigning Staff

Except as may otherwise be provided in state law and STRS regulations, District insurance subject to the provisions of this Article indicated above shall continue until the last day of August in the year in which retirement or resignation occurs for bargaining unit members who retire, resign or an non-renewed effective on or after the last day of the school year. Bargaining unit members whose retirement or resignation prior to the last work day of the school year shall have insurance pro-rated.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Sick Leave

Sick leave will be granted at the rate of fifteen (15) days with pay, for each year under contract, which shall be credited at the rate of one and one-fourth days per month cumulative to a maximum of 370 days for the duration of the contract. Tutors accumulate sick leave after sixty (60) days of employment during the first year of employment in any given school year.

17.02 Conditions regarding use of sick leave are as follows:

A. Sick leave shall be granted in case of personal illness or illness or death in immediate family.

B. "Immediate family" in case of illness shall include dependent members of employee's household and parents. The Superintendent may extend these provisions.

C. In case of death in employee's family, sick leave shall be granted.

D. "Immediate family" in case of death shall include: spouse, parents or persons who served in lieu of parents, parents-in-law, sons, daughters, sons-in-law, daughters-in-law, sisters, brothers, sisters-in-law, brothers-in-law, grandparents, grandchildren and step-parents. The Superintendent may extend these provisions.

E. Part-time employees shall be granted sick leave in proportion to time employed.

F. All leave provided by this policy shall be deducted from accumulated sick leave.

G. Fairless Board of Education will not accept sick leave accumulated outside Ohio or from any agency except a public agency, as mandated by law.

H. Employee, for the use of sick leave other than personal illness, may be required to submit reasonable evidence as proof of eligibility.

17.03 Maternity Child Care

The Fairless Board of Education agrees to provide teachers a child care leave of absence within one (1) year of the birth of the child, without pay, as set forth below:

A. The length of the child care leave shall be no longer than three (3) semesters and no shorter than one (1) semester (or portion thereof). The leave shall be taken in increments of a semester with no mid-semester returns, except by mutual agreement of the Superintendent and the teacher.

B. At the time leave is requested, the teacher shall indicate the length of the leave (i.e. 1, 2, or 3 semesters) being requested. After the selection has been made, any requests for a change will be subject to approval by the Superintendent and the teacher.

C. Upon return from child care leave, the teacher shall be entitled to reinstatement to the same, or similar, position with the same contractual status which was held prior to the leave or, if that position is no longer available, to a substantially equivalent position for which the teacher holds valid, unexpired certification. If said leave is extended, the same provision shall apply.

D. Where group insurance policy permits, a teacher on child care leave may continue to participate in those benefits which are provided to other teachers by payment of the group rate for such benefits prior to the monthly payment date.

E. A teacher who is adopting a child shall be entitled to leave subject to the provisions of this section.

17.04 Pregnancy

Teachers may use sick leave for absence due to pregnancy.

17.05 Personal Leave

Certified employees have three (3) days of unrestricted personal leave days. This leave is to be used for the conducting of business that cannot be conducted at any other time. Personal leave may not be used for absences covered by any other type of leave. One (1) personal leave day may be carried over to the next year, however it shall be restricted. Examples of unsatisfactory reasons for personal leave include seeking employment or accompanying a spouse on business trip.

Principals may limit the number of bargaining unit members on personal leave from a particular building at a particular time. The number of certified staff members on personal leave on any given day shall be limited to six (6) district-wide.

On or after May 1, personal leave is restricted and requires a written explanation which may be approved by the Superintendent.

Employees may request to use personal leave two (2) days before or after a regularly scheduled school vacation; however, the employee will be required to use two (2) personal days for each requested day that is within the two (2) day window either before or after a regularly scheduled school vacation. Regularly scheduled school vacations include summer, Labor Day, Thanksgiving, Winter Break, Martin Luther King Day, President's Day, Spring Break and Memorial Day.

The employee must notify the building principal at least forty-eight (48) hours before personal leave is taken.

Non-Use Payment. If an employee does not use any of their three annual personal days during a school year, the employee shall be paid for the balance of their personal leave days at BA Step 0 per diem rate.

17.06 Jury Duty/Subpoenaed Witness Leave

The Board will pay for time lost during any work day (Monday through Friday) to any employee for the purpose of serving municipal, county, state or federal jury duty or as a subpoenaed witness on the following basis:

A. Employee must immediately report to his immediate supervisor the receipt of notice to appear for jury duty/subpoenaed witness leave.

B. The employee will work any part of the day during which it is practical.

C. Any jury fees received by the employee shall be deducted from the amount to be paid by the Board.

D. A certificate will be required from the employee, properly signed by the court, indicating such periods served on jury duty. The certificate must be signed by the local Superintendent before adjustment is made by the Treasurer.

E. Such leave shall not be charged against personal leave.

17.07 Sabbatical Leave

Upon request, the Board of Education may grant any eligible teacher leave of absence for professional improvement, as outlined below:

A. "A public school teacher who has completed five 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, 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 years of teaching in this state.

B. 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 of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five 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.

Professional Meetings

17.08 The Fairless Board of Education encourages teachers to attend professional meetings when such attendance promises to contribute significantly to professional growth of the teacher, improved teaching performance, and enriched experience for pupils of Fairless Schools.

17.09 Teachers, including coaches and special subject teachers, may attend professional meetings on school time, without loss of pay; such meetings shall not exceed three (3) school days per year.

17.10 All such attendance must have prior approval of the building principal and Superintendent.

17.11 Expenses for room and meals will be paid by the Board of Education upon receipt of a valid statement of expenses, signed by the building principal and Superintendent. The rate of reimbursement for room and meals will follow the guidelines set forth in Board Policy. Registration fees (actual) will be paid by the Board of Education.

17.12 Necessary mileage, actually driven within Ohio, will be reimbursed at the IRS rate in effect for the current year. Requests for mileage reimbursement must be approved in advance of the trip by the building principal. Mileage will only be reimbursed from the district/building location to the location of school related business and back. Reimbursement for trips out of state, or trips requiring other modes of transportation, will be subject to prior approval of the Board of Education in each instance.

17.13 Approved athletic clinics shall be considered eligible for professional leave and for payment of expenses.

17.14 Professional leave days shall be charged against coaching personnel attending state tournaments, but payment for expenses will not be made by the Board of Education.

Assault Leave

17.15 Subject to the approval of the Superintendent, an employee may be granted assault leave in the event said employee is absent due to physical or mental disability resulting from an assault which occurs in the course of Board employment. In no event shall assault leave extend beyond one month.

17.16 An application for assault leave shall be on prescribed forms, supplied by the administration, and shall be signed by the employee, and, if applicable, the licensed physician of the employee.

17.17 Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned, or leave granted under other leave policies adopted by the Board of Education.

17.18 To qualify for assault leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. If Workers' Compensation benefits are granted, the amount of these benefits shall be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board of Education.

17.19 If an employee becomes permanently disabled due to assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.

Family Medical Leave

17.20 If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.

17.21 Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

17.22 The Board shall provide a copy of the policy on FMLA in the office of each building.

Discretionary Leave

17.23 The Superintendent, at his sole discretion, may extend the provisions of any of the leaves contained in this Article.

ARTICLE 18 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

18.01 Creation of a Five Member Local Professional Development Committee

There shall be a Local Professional Development Committee (LPDC) consisting of five members who are employees of the Fairless Local Board of Education. A majority of the members shall be members of the Association and shall be elected by the Fairless Education Association. Initial terms of Association members shall be two members appointed for terms of three years and one member appointed for a term of two years. Non Association members of the LPDC will be appointed by the Superintendent, with one LPDC member appointed for a term of three years and one member appointed for a term of two years. Vacancies shall be filled in the manner of original appointment. The LPDC shall be appointed no later than September 1st of each school year.

In any vote/decision affecting a license, certification or professional development plan of a non-Association member, only one of the three Association members of the LPDC may vote/decide.

18.02 Meetings of the LPDC

A quorum of the LPDC consists of no less than two members appointed by the Association and one member appointed by the Superintendent. The LPDC shall act only by resolution voted upon by the LPDC and recorded in its minutes, such resolution

having received a recorded affirmative vote by a quorum of its membership; except for amendment or adoption of bylaws, which shall require a four-fifths majority of its full membership.

The LPDC shall meet once monthly and at other times as it may determine. Additional meetings may be convened by a quorum of its membership.

Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained.

18.03 Duties and Powers of the LPDC

The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees; and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure.

The LPDC shall report on its actions in a prompt and timely manner to the Fairless Local Board of Education.

18.04 Limitations

The LPDC shall have no duties other than those explicitly stated herein. In the exercise of such duties, actions of the LPDC shall be limited in scope by and must be consistent with the adopted policies of the Fairless Local School District Board of Education. Permanent certificate holders shall not be required to submit a professional improvement plan unless otherwise required by law.

No action of the LPDC shall bind the Fairless Local School District in any manner that may be contrary to any provision of the Negotiated Agreement, this policy, other Board Policy or any law or regulation governing the operation of public school districts. No action of the LPDC shall bind the Fairless Local School District in any manner that may affect bargainable terms and conditions of employment. No action of the LPDC shall bind the Fairless Local School District in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the Fairless Local School District Board of Education.

The LPDC may act to create subcommittees of limited duration and for specific purposes set forth in the action. Such subcommittees shall act in an advisory capacity only and may not take any action, and shall be subject to all laws and policies governing the LPDC. Any records created by such subcommittees shall be records of the LPDC.

18.05 Appeal of a Decision of the LPDC

The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent hearing officer to hear and decide such appeals.

The LPDC Committee shall select a panel of three teachers for Association member appeals and three administrators/ licensees for non-Association member appeals who are not employed by the Fairless Local School District to hear appeals.

18.06 Compensation

A. LPDC member may, upon approval of the Superintendent, be released from their responsibilities for meetings during the regular school day.

B. LPDC members will be compensated at the BA Step 0 hourly rate per member per year for service on the LPDC committee and related responsibilities.

ARTICLE 19 - MILEAGE

Approved mileage for persons required to travel in order to carry out their assignments will be reimbursed at the IRS rate in effect for the current year. Travel reports must be filed monthly in the office of the building principal, on or before the 10th of the month, to cover the preceding month. Requests for mileage reimbursement must be approved in advance of the trip by the building principal. Mileage will only be reimbursed from the district/building location to the location of school related business and back. Reports must be approved by the principal and the Superintendent.

ARTICLE 20 - NEW TEACHER INCENTIVE

Effective July 1, 2001

Upon completion of a teacher's first year in the district and renewal of contract for a second year, a $500 one-time bonus shall be paid in January of the second year of employment.

ARTICLE 21 - PAYROLL DEDUCTIONS

21.01 The Board agrees to deduct from the wages of employees for the payment of dues to the Association upon presentation, annually, of a written authorization list by the Association to the Treasurer prior to October 1. The deduction shall continue from year to year automatically unless authorization is withdrawn in writing by October 1, individually executed by an employee. In the event an employee severs employment, the District Treasurer shall deduct all owed and remaining dues from the employee's next check, immediately following such notification. However, if an employee's withdrawal is outside the timeline contained herein, the Board will still cease the deductions and the Association agrees not to challenge the cessation of the deductions through the grievance procedure, litigation, or any other means. Should the federal 6th circuit and, if appealed, the U.S.

Supreme Court, hold that an employer may continue withholding dues deductions after an employee has withdrawn affirmative consent, the parties shall meet to negotiate on that issue.

21.02 Monthly payroll deductions shall be forwarded to the Treasurer of the Association within fifteen (15) days.

21.03 The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of, or by reason of, action by the Association to the Board.

21.04 Association dues shall be deducted beginning the first pay in October and continue in twenty (20) equal installments. Association membership is annual with the membership year being September 1 through August 31.

21.05 City Income Tax — Any member of the Association may have city income tax withheld from his/her pay. The amount of said deduction and to what city the taxes are to be paid shall be submitted to the Treasurer of the Board, in a letter of request and authorization by the member, on or before September 1 of each year.

21.06 The Board agrees to deduct from the wages of employees for the Ohio Fund upon presentation, annually, of a written authorization list by the Association to the Treasurer prior to October 1.

21.07 The Board will make authorized payroll deductions for the Stark County Federal Credit Union. Said funds shall be transmitted to the Credit Union within five (5) days of the date the salary checks are issued.

ARTICLE 22 - PERSONNEL FILES

22.01 A. Certificated personnel shall have the right, upon request, to review the contents of their personnel file and receive a copy at their expense of any documents contained therein. A certificated person shall be entitled to have a representative of the Association accompany him/her during such review. A certificated person will have the right to indicate those documents and/or materials 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/or designee and if he agrees, they will be destroyed.

B. No material derogatory to a certificated person's conduct, service, character or personality will be placed in his/her personnel file unless he/she has had an opportunity to review the material. The certificated person will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The certificated person will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent of Schools and attached to the file copy.

22.02 Any written and signed complaint regarding a certificated person made to any member of the administration by any parent, student or other person which is used in any manner in evaluating a certificated person will be promptly investigated and called to the attention of the certificated person. The certificated person will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE 23 - REDUCTION IN FORCE

23.01 The Board of Education may make a reasonable reduction in its teaching staff when decreased enrollment of pupils (overall and in subject areas), return to duty of regular teachers after leaves of absence, by reason of suspension of schools, reorganization of schools, territorial change affecting the district, or finances, the Board decides that such reduction is necessary.

23.02 The Association and affected teacher shall be notified prior to any proposed staff reduction. Reductions shall be effective for the following school year. Such notification shall include:

A. The positions for reductions being considered, and

B. Reasons for such proposals

The Association has the right to present its views on any proposed teacher reduction to the Board at the next regular meeting.

23.03 In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendations of the Superintendent based on the following:

A. Limited contract teachers shall be reduced first utilizing the following order:

1. Licensure/Certification

2. Competency as determined by formal evaluation

3. When evaluations are comparable, seniority in the District shall prevail.

4. For the purpose of determining "comparable final evaluative rating", anyone with an evaluation of Skilled or Accomplished will be considered comparable. If available, three years' worth of evaluation data will be used to determine ratings between these two comparable categories.

B. Next continuing contract teachers shall be reduced by the utilizing the following order:

1. Licensure/Certification

2. Competency as determined by formal evaluation

3. When evaluations are comparable, seniority in the District shall prevail.

4. For the purpose of determining "comparable final evaluative rating", anyone with an evaluation of Skilled or Accomplished will be considered comparable. If available, three years' worth of evaluation data will be used to determine ratings between these two comparable categories.

C. A teacher may displace the least senior teacher in any area(s) of his/her certification following the order in 23.02 (A) and 23.03 (B) above. All such certificates must be on file with the Board when the lay-off is announced.

D. Using the criteria in this provision, the District will establish the order in which members' contracts are suspended and will recall members in reverse order.

23.04 Seniority shall be defined as length of continuous service including approved leaves of absence, if any, from the date of employment in Fairless Local Schools. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment, and then by the date the Board's job offer was accepted in writing and then by the date by which the individual submitted a job application.

23.05 A. An individual whose job is to be eliminated shall be notified by certified mail and/or receipted methods.

B. Once it is determined which individuals are to be suspended, the Board shall publish a certified list to the Association of suspended individuals in the order of recall for each area.

C. An individual whose name appears on the reduction in force list shall be offered re-employment when a position becomes available for which he/she was certified on the date of the reduction. Such individuals shall be recalled in reverse order of layoff. No new individuals shall be employed by the district for any opening of a position in which there are individuals on the recall list who are certified for that position.

D. Individuals being recalled shall be notified by certified mail and shall have ten (10) calendar days from the date of receipt to respond affirmatively. It shall be the individual's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

E. If the individual fails to respond in the affirmative upon recall, he/she shall be removed from the recall list and the Board shall have no further obligations to him/her.

F. The recall list shall be maintained for a period of two (2) calendar years from the last date of employment with the district, i.e., last day under contract.

23.06 Annually, prior to November 1, the Board shall provide to the Association a seniority list broken down by certification areas of all members in the Association.

ARTICLE 24 - SALARY

24.01 A. Base Salary effective:

July 1, 2026: The BA Base, indexed, shall be increased to $39,250

July 1, 2027: The BA Base, indexed, shall be increased by 2%

July 1, 2028: The BA Base, indexed, shall be increased by 2%

B. Lump Sum:

July 1, 2027: 2.5% lump sum (not on the BA -0 base, i.e. % of employee's salary, excluding extended days and supplementals (payable in September)

July 1, 2028: 2.5% lump sum (not on the BA -0 base, i.e. % of employee's salary, excluding extended days and supplementals (payable in December)

24.02 For placement on the Bachelor's +15 column, Bachelor's +30 column, Master +15 column, Master +30 column, and the Master +45 column, the following requirements must be met.

A. Credit will be given only for those hours earned after the date on which the degree was conferred.

B. Hours will be recognized only from those institutions which are recognized by the Ohio Department of Education, Professional Development and Licensure.

C. Hours must be directly related to the teaching field or assignment in which the teacher was working at the time the hours were earned, or hours may be part of a program leading to a new certification in education for curricular offerings of the Fairless Board of Education while course(s) is/are being taken, or to an advanced degree in education, or directly related to a teaching field in which the teacher is certified.

D. Hours currently recognized will not be affected.

FAIRLESS LOCAL SCHOOL DISTRICT
For the 2026 – 2027 School Year

185 Days Base **39,250.00**

STEP	B.A.	B.A.+15	B.A.+30	MASTERS	MASTERS+15	MASTERS+30	MASTERS+45
0	39,250	40,820	42,390	43,960	45,530	47,493	
Factor:	1.00	1.04	1.08	1.12	1.16	1.21	
1	43,960	45,530	47,493	49,455	51,418	53,380	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
2	43,960	45,530	47,493	49,455	51,418	53,380	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
3	43,960	45,530	47,493	49,455	51,418	53,380	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
4	45,530	47,493	49,455	51,418	53,380	55,343	
Factor:	1.16	1.21	1.26	1.31	1.36	1.41	
5	47,493	49,455	51,418	53,380	55,343	57,698	
Factor:	1.21	1.26	1.31	1.36	1.41	1.47	
6	49,455	51,418	53,380	55,343	57,698	60,053	
Factor:	1.26	1.31	1.36	1.41	1.47	1.53	
7	51,418	53,380	55,343	57,698	60,053	62,408	
Factor:	1.31	1.36	1.41	1.47	1.53	1.59	
8	53,380	55,343	57,698	60,053	62,408	64,763	
Factor:	1.36	1.41	1.47	1.53	1.59	1.65	
9	55,343	57,698	60,053	62,408	64,763	67,118	
Factor:	1.41	1.47	1.53	1.59	1.65	1.71	
10	57,698	60,053	62,408	64,763	67,118	69,473	
Factor:	1.47	1.53	1.59	1.65	1.71	1.77	
11	60,053	62,408	64,763	67,118	69,473	71,828	
Factor:	1.53	1.59	1.65	1.71	1.77	1.83	
12	62,408	64,763	67,118	69,473	71,828	74,183	
Factor:	1.59	1.65	1.71	1.77	1.83	1.89	
15	64,763	67,118	69,473	71,828	74,183	76,538	
Factor:	1.65	1.71	1.77	1.83	1.89	1.95	
17	65,940	68,295	70,650	73,005	75,360	77,715	
Factor:	1.68	1.74	1.80	1.86	1.92	1.98	
20	67,118	69,473	71,828	74,183	76,538	79,285	
Factor:	1.71	1.77	1.83	1.89	1.95	2.02	
22	68,295	70,650	73,005	75,360	77,715	80,463	
Factor:	1.74	1.80	1.86	1.92	1.98	2.05	
25	69,473	71,828	74,183	76,538	79,285	81,640	83,995
Factor:	1.77	1.83	1.89	1.95	2.02	2.08	2.14
27	70,650	73,005	75,360	77,715	80,463	82,818	85,173
Factor:	1.80	1.86	1.92	1.98	2.05	2.11	2.17
28	71,828	74,183	76,538	78,893	81,640	83,995	86,350
Factor:	1.83	1.89	1.95	2.01	2.08	2.14	2.20
29	73,005	75,360	77,715	80,070	82,818	85,173	87,528
Factor:	1.86	1.92	1.98	2.04	2.11	2.17	2.23
30+	74,183	76,538	78,893	81,248	83,995	86,350	88,705
Factor:	1.89	1.95	2.01	2.07	2.14	2.20	2.26

FAIRLESS LOCAL SCHOOL DISTRICT
For the 2027 – 2028 School Year

185 Days Base **40,035.00**

STEP	B.A.	B.A.+15	B.A.+30	MASTERS	MASTERS+15	MASTERS+30	MASTERS+45
0	40,035	41,636	43,238	44,839	46,441	48,442	
Factor:	1.00	1.04	1.08	1.12	1.16	1.21	
1	44,839	46,441	48,442	50,444	52,446	54,448	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
2	44,839	46,441	48,442	50,444	52,446	54,448	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
3	44,839	46,441	48,442	50,444	52,446	54,448	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
4	46,441	48,442	50,444	52,446	54,448	56,449	
Factor:	1.16	1.21	1.26	1.31	1.36	1.41	
5	48,442	50,444	52,446	54,448	56,449	58,851	
Factor:	1.21	1.26	1.31	1.36	1.41	1.47	
6	50,444	52,446	54,448	56,449	58,851	61,254	
Factor:	1.26	1.31	1.36	1.41	1.47	1.53	
7	52,446	54,448	56,449	58,851	61,254	63,656	
Factor:	1.31	1.36	1.41	1.47	1.53	1.59	
8	54,448	56,449	58,851	61,254	63,656	66,058	
Factor:	1.36	1.41	1.47	1.53	1.59	1.65	
9	56,449	58,851	61,254	63,656	66,058	68,460	
Factor:	1.41	1.47	1.53	1.59	1.65	1.71	
10	58,851	61,254	63,656	66,058	68,460	70,862	
Factor:	1.47	1.53	1.59	1.65	1.71	1.77	
11	61,254	63,656	66,058	68,460	70,862	73,264	
Factor:	1.53	1.59	1.65	1.71	1.77	1.83	
12	63,656	66,058	68,460	70,862	73,264	75,666	
Factor:	1.59	1.65	1.71	1.77	1.83	1.89	
15	66,058	68,460	70,862	73,264	75,666	78,068	
Factor:	1.65	1.71	1.77	1.83	1.89	1.95	
17	67,259	69,661	72,063	74,465	76,867	79,269	
Factor:	1.68	1.74	1.80	1.86	1.92	1.98	
20	68,460	70,862	73,264	75,666	78,068	80,871	
Factor:	1.71	1.77	1.83	1.89	1.95	2.02	
22	69,661	72,063	74,465	76,867	79,269	82,072	
Factor:	1.74	1.80	1.86	1.92	1.98	2.05	
25	70,862	73,264	75,666	78,068	80,871	83,273	85,675
Factor:	1.77	1.83	1.89	1.95	2.02	2.08	2.14
27	72,063	74,465	76,867	79,269	82,072	84,474	86,876
Factor:	1.80	1.86	1.92	1.98	2.05	2.11	2.17
28	73,264	75,666	78,068	80,470	83,273	85,675	88,077
Factor:	1.83	1.89	1.95	2.01	2.08	2.14	2.20
29	74,465	76,867	79,269	81,671	84,474	86,876	89,278
Factor:	1.86	1.92	1.98	2.04	2.11	2.17	2.23
30+	75,666	78,068	80,470	82,872	85,675	88,077	90,479
Factor:	1.89	1.95	2.01	2.07	2.14	2.20	2.26

FAIRLESS LOCAL SCHOOL DISTRICT
For the 2028 – 2029 School Year

185 Days Base **40,836.00**

STEP	B.A.	B.A.+15	B.A.+30	MASTERS	MASTERS+15	MASTERS+30	MASTERS+45
0	40,836	42,469	44,103	45,736	47,370	49,412	
Factor:	1.00	1.04	1.08	1.12	1.16	1.21	
1	45,736	47,370	49,412	51,453	53,495	55,537	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
2	45,736	47,370	49,412	51,453	53,495	55,537	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
3	45,736	47,370	49,412	51,453	53,495	55,537	
Factor:	1.12	1.16	1.21	1.26	1.31	1.36	
4	47,370	49,412	51,453	53,495	55,537	57,579	
Factor:	1.16	1.21	1.26	1.31	1.36	1.41	
5	49,412	51,453	53,495	55,537	57,579	60,029	
Factor:	1.21	1.26	1.31	1.36	1.41	1.47	
6	51,453	53,495	55,537	57,579	60,029	62,479	
Factor:	1.26	1.31	1.36	1.41	1.47	1.53	
7	53,495	55,537	57,579	60,029	62,479	64,929	
Factor:	1.31	1.36	1.41	1.47	1.53	1.59	
8	55,537	57,579	60,029	62,479	64,929	67,379	
Factor:	1.36	1.41	1.47	1.53	1.59	1.65	
9	57,579	60,029	62,479	64,929	67,379	69,830	
Factor:	1.41	1.47	1.53	1.59	1.65	1.71	
10	60,029	62,479	64,929	67,379	69,830	72,280	
Factor:	1.47	1.53	1.59	1.65	1.71	1.77	
11	62,479	64,929	67,379	69,830	72,280	74,730	
Factor:	1.53	1.59	1.65	1.71	1.77	1.83	
12	64,929	67,379	69,830	72,280	74,730	77,180	
Factor:	1.59	1.65	1.71	1.77	1.83	1.89	
15	67,379	69,830	72,280	74,730	77,180	79,630	
Factor:	1.65	1.71	1.77	1.83	1.89	1.95	
17	68,604	71,055	73,505	75,955	78,405	80,855	
Factor:	1.68	1.74	1.80	1.86	1.92	1.98	
20	69,830	72,280	74,730	77,180	79,630	82,489	
Factor:	1.71	1.77	1.83	1.89	1.95	2.02	
22	71,055	73,505	75,955	78,405	80,855	83,714	
Factor:	1.74	1.80	1.86	1.92	1.98	2.05	
25	72,280	74,730	77,180	79,630	82,489	84,939	87,389
Factor:	1.77	1.83	1.89	1.95	2.02	2.08	2.14
27	73,505	75,955	78,405	80,855	83,714	86,164	88,614
Factor:	1.80	1.86	1.92	1.98	2.05	2.11	2.17
28	74,730	77,180	79,630	82,080	84,939	87,389	89,839
Factor:	1.83	1.89	1.95	2.01	2.08	2.14	2.20
29	75,955	78,405	80,855	83,305	86,164	88,614	91,064
Factor:	1.86	1.92	1.98	2.04	2.11	2.17	2.23
30+	77,180	79,630	82,080	84,531	87,389	89,839	92,289
Factor:	1.89	1.95	2.01	2.07	2.14	2.20	2.26

24.03 STRS Salary Reduction Pick-Up

A. The Treasurer of the Board of Education shall contribute to State Teachers' Retirement System, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as mandatory salary reduction from the contract salary, otherwise payable to such certificated employee.

B. The total annual salary for each employee shall be the salary otherwise payable under their contract. The total annual salary shall be payable in two parts; #1 deferred salary, #2 cash salary. An employee's deferred salary shall be equal to that percent of said employee's total annual salary which is required by STRS to be paid as an employee. Contribution by said employee shall be paid by the Board to STRS on behalf of said employee as "pick-up" of the STRS employee contribution, otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be subject to applicable payroll deductions, to said employee.

C. The Board's total combined expenditure for employee's total annual salary otherwise payable under their contract (including "pick-up" amounts) and its employer contribution to STRS shall not be greater than the amounts it would have paid for these items had this provision not been in effect.

D. The Board shall compute and remit its employer's contribution to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as the employee's gross income, said employee's total annual salary less the amount of "pick-up". The Board shall report for STRS and municipal income tax purposes as an employee's gross income, said employee's total annual salary including the amount of the "pickup". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

E. STRS "pick-up" shall in no way affect unemployment compensation, workers compensation, severance payment, daily rate of pay or any other calculation based upon the currently effective salary base.

F. The "pick-up" shall be a uniform percentage for all certificated employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

G. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the Internal Revenue Service or other governmental entity declares this "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

H. Each Association member shall be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans. Individuals shall have the right to adjust annuity deductions annually until July 1st.

24.04 STRS Pick-Up without Reduction

The Board herewith agrees with the Association to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the individuals in the Association on the following terms and conditions:

A. The amount to be picked-up and paid on behalf of each individual shall be six percent (6%). Picked-up contributions shall be included in earnings for retirement purposes for all certificated staff.

B. The pick-up percentage shall apply uniformly to all individuals in the Association.

C. The Board shall pay the member and employer contributions on the picked-up amount.

D. The pick-up shall apply to all compensation including supplemental earnings.

24.05 In the event Ohio law prohibits continuation of the 6% STRS "pick-up without reduction" provided for in Article 24.04, the base salary will be increased by the amount of the pick-up and the pick-up-on the pick-up.

ARTICLE 25 - EXTRA-CURRICULAR STIPENDS

General Statements

All teachers employed by the Board for additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in accordance with the Ohio Revised Code.

All supplemental contracts shall be limited in duration to no more than one (1) calendar year. It is agreed and understood that all supplemental contracts shall automatically expire and be considered null and void at the conclusion of each work year without any Board action and/or notice.

25.01 Job descriptions for all athletic department positions will be developed by the Athletic Director and the designated building administrator. Job descriptions for all other extra-duty positions (non-athletic) will be developed by the designated building administrator. The job description will be provided to the applicant at the time of the interview.

25.02 Compensation for extra-duty contracts will be set according to the base salary in effect at the beginning of the contract year and will not be changed during the contract year.

25.03 The following schedule of stipends must be followed except under the following conditions:

A. Creation of a new position

B. Combining of position

C. Significant changes and responsibilities of a position

25.04 No other exceptions may be made unless the negotiating committee for the Association concurs.

25.05 Supplementals Review Committee

Supplemental programs and compensation as defined in Article 25 will be reviewed during the 2028-2029 school year.

1. Non-Athletic Positions and Athletics review committees will be created by the Superintendent/Designee and FEA President.

2. Non-Athletic Positions and Athletics review committees will receive a charge, timeline and parameters as recommended by the Superintendent/Designee.

3. The recommendation of each review committee will be forwarded to the bargaining teams to bring to bargaining in 2029.

25.06 Stipends

For every two (2) years of experience as an assistant coach in an OHSAA-sanctioned sport, an individual who moves into a head coach position in the same sport shall be credited with one (1) year of head coaching experience on the supplemental salary schedule.

Exception: An assistant coach who moves to a head coach position in an OHSAA-sanctioned sport within the district shall not receive a reduction in supplemental salary as a result of placement on the head coach salary schedule.

Position	Experience/%		
	0-4	5-7	8+
Head Varsity Football	18	20	25
Varsity Assistant Football	10	12	14
Junior Varsity Football	10	12	14
Middle School Football	6	8	10
Head Cross Country (Boys & Girls)	12	14	16
Assistant Cross Country (Boys & Girls)	7	9	10

Middle School Cross Country (Boys & Girls)	6	8	10
Head Soccer (Boys & Girls)	12	14	16
Assistant Soccer (Boys & Girls)	7	9	10
Head Volleyball	12	14	16
Assistant Volleyball	7	9	10
Junior Varsity Volleyball	7	9	10
Middle School Volleyball	6	8	10
Head Basketball (Boys & Girls)	18	20	25
Varsity Assistant Basketball (Boys & Girls)	10	12	14
Junior Varsity Basketball (Boys & Girls)	10	12	14
Middle School Basketball (Boys & Girls)	6	8	10
Head Wrestling	12	14	16
Assistant Wrestling	7	9	10
Middle School Wrestling	6	8	10
Head Track (Boys & Girls)	12	14	16
Assistant Track (Boys & Girls)	7	9	10
Middle School Track (Boys & Girls)	6	8	10
Head Baseball/Softball	12	14	16
Assistant Baseball/Softball	7	9	10
Junior Varsity Baseball/Softball	6	8	10
Middle School Athletic Director	12	12	12
Head Cheerleader	12	14	16
Assistant Cheerleader	7	9	10
Middle School Cheerleader	6	8	10
Head Golf (Boys & Girls)	8	10	12
Assistant Golf (Boys & Girls)	3	5	7
Yearbook Advisor	5	5	5
Team Leader – Grades K-12	5	5	5
Special Education Team Lead Teacher (1 per building)	5	5	5
Resident Educator Mentor	2	2	2
District Leadership Team K-5 Math K-5 ELA K-12 Gifted 6-12 Math 6-12 ELA 6-12 Social Studies 6-12 Science K-12 Technology 6-12 Digital Learning K-12 MTSS Coach K-12 Fine Arts	8	8	8

K-12 Special Education			
Head Band Director	15	17	20
Assistant Band Director	8	10	12
Elementary Band Director	3.5	3.5	3.5
Art Show Advisor (1 per building)	3.5	3.5	3.5
Speech and Debate Advisor	8	8	8
Power of the Pen Advisor	3.5	3.5	3.5
Student Council (HS & MS)	3.5	3.5	3.5
Drama Head Director (per production)	8	8	8
Drama Assistant (per production)	5	5	5
Junior Class Advisor	3.5	3.5	3.5
Senior Class Advisor	3.5	3.5	3.5
Drill/Color Guard	4	4	4
6-12 Choir Director	10	12	14
K-5 Music	3.0	4	5
National Honor Society	3.5	3.5	3.5
Key Club	3.5	3.5	3.5
SEEDS Coordinator K-2	3	3	3
SEEDS Coordinator 3-5	3	3	3
SEEDS Coordinator 6-8	3	3	3
Academic Challenge	3.5	3.5	3.5
Performing Arts Center Manager	8	8	8

ARTICLE 26 - SEVERANCE PAY

26.01 The Board of Education will pay to employees who are eligible for retirement payments under the State Teachers' Retirement System, who are retiring directly from employment in the Fairless School District, severance pay based on the employee's rate of pay at the time of retirement not to exceed one-fourth (1/4) of his accrued, but unused sick leave, and not to exceed a maximum of 80 days for duration of contract. Payment shall be made the January following retirement. Payment for sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the employee at that time.

26.02 These payments are to be made upon evidence of approval of retirement benefits by the appropriate retirement system and verification from the employee that the first check has been received; provided, however, that the retirement be effected within one year of the last day of active service. (All payments shall be made the January following retirement.)

26.03 The Board of Education is authorized under law to negotiate policy to make a payment for accumulated sick leave credit to an employee under retirement. Such a payment may not, however, be made at the time of an employee's resignation from the Board of Education prior to retirement.

26.04 The above payments shall be exempt from deductions, except as provided by law.

ARTICLE 27 - STUDENT TEACHER SUPERVISION

A teacher may not be required to supervise a student teacher. A teacher may accept responsibility for supervision of a student teacher, subject to approval of the Superintendent and principal.

ARTICLE 28 - TEACHER AND COUNSELOR EVALUATION (OTES or OSCES)

The District will follow Ohio Revised Code and the Ohio State Board of Education requirements in implementing the Ohio Teacher Evaluation System and Ohio School Counselor Evaluation System.

28.01 Purposes

A. The improvement of instruction.

B. To help the individual to achieve greater effectiveness in his/her contractual duties.

C. Provide definite written records of an individual's performance to be used:

1. As evidence of an individual's performance.

2. In advancement of position and awarding of continued employment.

3. As reference material (for recommendation to other systems).

4. As an ongoing plan for improvement of contractual duty performance.

28.02 Open Appraisal

A. All monitoring or observation of the work performance of an individual shall be conducted openly and with knowledge of the individual.

B. All individuals who are new to the district shall be advised by an evaluator as to the evaluation procedures and instruments prior to their use with that individual. If evaluation procedures and instruments are changed, affected individuals will be advised of the changes prior to the implementation.

C. The teacher evaluation (OTES) applies to the following employees of the District:

1. Teachers working under a license who spend at least fifty (50) percent of their time providing content-related student instruction.

The counselor evaluation (OSCES) applies to the following employees of the District:

2. School counselors working with students under a school counselor license.

28.03 High Quality Student Data (HQSD) Committee

A. The Association and the Board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of HQSD and providing professional development on HQSD for the employees of Fairless Local Schools.

B. Committee Composition

1. There will be HQSD committees developed to cover all grade levels and areas of specialization not covered by value-added progress or achievement or district provided assessments.

   Committee members shall be representatives of up to three (3) content or grade level teacher expert, one (1) administrator, one (1) special education or gifted education teacher.

C. Committee Operation

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Administration.

2. The committee shall establish by mutual agreement a meeting calendar, agenda, and timelines for the completion of specific tasks.

3. Any committee work performed outside of the contractual workday shall be paid at a rate of $20 per hour.

D. Committee Authority

1. The HQSD committee shall review and approve assessments for content not covered under value-added progress or achievement or district assessments.

2. The HQSD committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

28.04 Evaluators

A. An evaluator must be a full-time, credentialed contracted employee of the Fairless Local School District.

B. The person who is responsible for assessing a teacher's performance shall:

1. Be the teacher's immediate supervisor or other administrator as designated by the Superintendent.

2. Meets the eligibility requirements under Revised Code Section 3319.111(D).

3. Holds a credential established by the Ohio Department of Education.

4. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

5. Not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.

28.05 Evaluation Procedure

A. The bargaining unit member who is on a continuing contract must be evaluated based on two (2) formal observations in the school year. -The first observation shall be completed by the end of the first semester, with a written report to and post-observation conference with the bargaining unit member due no later than five (5) working days after the observation. The second observation shall be completed with a written report to and post-observation conference with the bargaining unit member due no later than five (5) working days after observation. There will be at least four (4) calendar weeks between the first and second observation, unless mutually agreed upon by the teacher and evaluator. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. The third observation can occur at any point after the second observation. All observations must be conducted by May 1st. The post-conference form is found in OTES Handbook.

B. The bargaining unit member who is on a limited contract must be evaluated based on three (3) formal observations in the school year. The first observation shall be completed by the end of the first semester, with a written report to and post-observation conference with the bargaining unit member due no later than five (5) working days after the observation. The second and third observations shall be completed with a written report to and post-observation conference with the bargaining unit member due no later than five (5) working days after observation. There will be at least four (4) calendar weeks between the observations, unless mutually agreed upon by the teacher and evaluator. All observations must be conducted by May 1st. The post-conference form is found in OTES Handbook.

C. The pre-conference between the evaluator and teacher will consist of the submission of the pre-conference form (OTES Handbook) to the evaluator at least three (3) working days before the formal observation. A pre-conference meeting prior to the formal observation is required unless the bargaining unit member

requests to waiver. All formal observations shall be scheduled five (5) working days in advance. If an extenuating circumstance should arise, the observation shall be rescheduled at the earliest convenient time.

D. All classroom observations will be at least thirty (30) consecutive minutes in duration. Formal observations shall not disrupt and/or interrupt the classroom learning environment.

E. The evaluation of an individual's performance shall include, but not be limited to, a written narrative. The evaluation shall acknowledge the strengths, if any, as well as the deficiencies, if any, and shall reflect data used to support the conclusion made by the evaluator. The evaluation shall be signed by the evaluator. The evaluation shall then be signed by the individual to signify his/her notification that the item will be placed in the personnel file, but not that the individual necessarily agrees with the evaluation.

28.06 Informal Observation(s)/Walkthrough(s)

A. Walkthroughs shall occur during a period of instruction and shall not unreasonably disrupt and/or interrupt the learning environment.

B. Teachers will have at least two informal observations/walkthroughs included in each evaluation cycle, unless the teacher and evaluator agree additional observations/walkthroughs are necessary.

C. Informal observations/walkthroughs will be less than 30 continuous minutes in length.

D. Final documentation of the informal observation/walkthrough will be given to the teacher within three (3) working days after the walkthrough. Documentation of the informal observation/walkthrough shall be placed on the form designated in the OTES Handbook. A formal debriefing may be requested by the teacher or evaluator following a walkthrough if needed.

E. Informal observations/walkthroughs will be announced to the staff a minimum of 48 hours in advance.

28.07 Remediation of Deficiencies Identified During Observations and Walkthroughs

A. An individual whose performance is declared deficient shall be given such deficiencies in writing and be given the opportunity to correct the deficiencies. Formal observations and walkthroughs resulting in the identification of performance deficiencies in relation to the approved standards and rubrics shall be addressed during the post-observation conference and/or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and report in writing, and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.

B. The evaluator involved shall make written recommendations at the post-observation conference or formal debriefing and otherwise assist the teacher for the purpose of remediation of identified deficiencies.

C. The evaluator and teacher shall develop strategies to improve identified deficiencies at the post-observation conference or formal debriefing and a written copy will be provided to the teacher within five (5) working days following the post-observation conference or formal debriefing.

D. The remediation plan (OTES Handbook) as outlined in this section, shall detail the following:

a. Issues within the performance rubric documented as deficient;

b. Specific performance rubric expectations;

c. The allocation of financial and other resources and assistance to be provided by the district to support the remediation plan and/or professional development of the teacher; and

d. Sufficient, specific timelines, not less than six (6) weeks but not to extend beyond May 1st, to allow for the remediation of identified deficiencies.

e. Observed deficiencies regarding a teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs shall be addressed with the teacher within three (3) workdays after an observed deficiency occurs.

28.08 Finalization of Evaluation

A. Written Report - Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. Completion of Evaluation Cycle

1. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating. Teachers with a "skilled" rating will have one (1) informal observation/walkthrough during the one (1) off evaluation year.

2. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating. Teachers with an "accomplished" rating will have one (1) informal observation/walkthrough during each of the two (2) off evaluation years.

3. A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.

C. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

28.09 Personnel Action

A. No individual shall be disciplined, reprimanded, or suspended, without just cause. The Superintendent may suspend without pay any employee for up to three (3) aggregated work days per contract year without Board action. Such suspension(s) shall not be grieved. The employee shall be provided written reasons for the suspension(s) and an opportunity to meet with the Superintendent prior to the suspension.

B. Terminations shall follow the provisions of 3319.16 of the Ohio Revised Code. Non-renewals shall follow the provision in paragraph B below and in the case of a teacher with more than three years in the district, 3319.11 of the Ohio Revised Code shall apply and an appeal under 3319.11 ORC does not include the evaluation provisions in 3319.111ORC.

C. Supplemental contracts, substitute teachers, other casual employees and teachers who have not been renewed for the third year shall not be afforded the provisions of Article 28 or 3319.11 and 3319.111ORC and may be non-renewed at the will of the Board at the expiration of their limited contract.

ARTICLE 29 - TUITION FREE ATTENDANCE

Children of members of the Association may attend the Fairless Local Schools tuition-free as long as the increase in students due to this clause does not necessitate the employment of additional staff. Admission shall only be at the beginning of the school year.

ARTICLE 30 - TUTORS

30.01 The following Articles of this contract shall not apply to tutors:

Article

7 College Tuition Payment
8 Conference Period Pay
12 Entry-Year Program
15 Individual Contracts
17 Leaves of Absence:
17.04 Maternity Child Care
17.06 Personal Leave

17.09 Sabbatical Leave
17.10 Professional Meetings
17.13 Professional Meetings Expenses
17.14 Assault Leave
23 Reduction in Force
26 Severance Pay
27 Student Teacher Supervision
28 Teacher Evaluation
29 Tuition-Free Attendance
31 Vacancies/Transfers/Assignments

The provisions of 3319.11 and 3319.111 ORC shall not apply to tutors except that the board must notify a tutor on or before June 1 of its intent to non-renew.

30.02 Tutors shall be placed annually on the adopted salary schedule at the bachelor column, Level "0", hourly rate to be calculated by the following formula:

Salary divided by 185 divided by 7.5 Hours = Hourly Rate

ARTICLE 31 - VACANCIES/TRANSFERS/ASSIGNMENTS

Vacancies

31.01 The establishment and filling of vacancies will be determined by the Board. Vacancies will first be filled by recall from layoff.

31.02 All district vacancies shall be posted via district email and kept open for a minimum of five (5) working days. The five (5) day posting period is not required for vacancies which occur in August. Current staff who apply for a vacancy in a position covered by this Agreement, and are properly licensed at the time of posting, shall be interviewed before outside candidates. Staff may provide the Superintendent written notification of their desire to be considered for potential openings that occur over the summer at the end of the school year. If an employee does not have access to email, upon request, vacancy notices shall be mailed.

Transfers

31.03 An Association member shall be notified of any transfer and shall have the right to request and have a meeting with the Superintendent to discuss the transfer.

Assignment

31.04 Association members shall be notified of their tentative teaching assignments by July 1 of each year. This notice shall contain the grade and/or subject area(s) and the building assignment.

31.05 Online Teacher of Record

Bargaining unit members who wish to become a "Teacher of Record" for students taking online courses offered by the District must hold current an appropriate certification for the position. Compensation in the amount of fifty dollars ($50) per student, per course, per each semester shall be paid to the bargaining unit member at the end of each semester. Upon early completion of the course by the student the bargaining unit member shall be paid for the remainder of that course. No bargaining unit member shall be required to have more than a total of twenty (20) students assigned to them for any course offered.

No payment will be made for digital students unless a teacher teaches the full class period load.

Compensation will only be paid if students are taking credit or credit recovery online courses.

ARTICLE 32 - EFFECTS OF THE CONTRACT

32.01 The terms of this contract shall be effective July 1, 2026 through and including June 30, 2029.

32.02 The Board shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind or modify such policies, rules and regulations as it deems appropriate except when expressly and specifically limited or restricted by the terms of this Contract. However, the parties shall remain obligated to negotiate mid-term on mandatory subjects of bargaining not already contained in this contract, and were not added during the bargaining process. If, during the term of this Agreement, the Board is required by law to negotiate mid-term on terms and conditions of employment, then the parties will meet to negotiate within thirty (30) days.

When impasse is reached over items not contained in the contract, the board may implement its last best offer. The Board is not required to participate in the dispute resolution process prior to Board implementation.

32.03 If any part of this contract is found to be in violation of federal or state law in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the agreement shall continue to be in effect.

32.04 This contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

32.05 The Association does hereby affirm and agree that it will not, during the terms of this Agreement, either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Board, either in whole or in part, or any other professional duties or employment obligations of the district employees.

In addition, the Association shall cooperate at all times with the Board in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violations of this Article occur, the Association shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Board is prohibited, not sanctioned by the Association and order all employees to return to work immediately.

It is further agreed that any violation of the above may be sufficient grounds for immediate disciplinary action.

FOR THE ASSOCIATION

Kristin Twigg — 3/17/26
President, Fairless Education Association — Date

Theresa L Lewis Santos — 3·18·26
Negotiating Team Member — Date

[signature] — 3/18/26
Negotiating Team Member — Date

Juliana Beaker — 3/18/26

FOR THE BOARD OF EDUCATION

[signature] — 3/17/26
President, Fairless Board of Education — Date

[signature] — 3/17/26
Treasurer — Date

[signature] — 3/17/2026
Superintendent — Date

Julie Weyandt — 3/17/26
Negotiating Team Member — Date

APPENDIX A

Fairless Local Schools
Grievance Report Form

Step Two

Date _____

Name of Grievant _____

Grievant's Signature _____

Contract Article allegedly violated, misinterpreted or misapplied _____

Statement of Grievance:

Hearing date with building principal/immediate supervisor _____

Finding rendered by building principal/immediate supervisor:

Signature of principal/immediate supervisor rendering the finding

X _____

Date _____

APPENDIX B

Fairless Local Schools
Grievance Report Form

Step Three

Date _____

Name of Grievant _____

Grievant's Signature _____

Contract Article allegedly violated, misinterpreted or misapplied _____

Statement of Grievance:

Hearing date with Superintendent _____

Finding rendered by Superintendent:

Signature of Superintendent

X _____

Date _____