

2011-MED-03-0233

2197-01

K#27687

STATE EMPLOYMENT
RELATIONS BOARD

2011 OCT 17 P 12:42

NEGOTIATED AGREEMENT

Between the

FAIRLESS EDUCATION ASSOCIATION
(Certified)

and the

Fairless Local Board of Education

July 1, 2011 through June 30, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE(S)</u>
1	RECOGNITION	1
2	SCOPE OF BARGAINING	1
3	NON DISCRIMINATION	1
4	NEGOTIATIONS PROCEDURE	1 – 4
5	ASSOCIATION RIGHTS AND PRIVILEGES	4 – 6
6	BOARD OF EDUCATION POLICY BOOKS	6
7	COLLEGE TUITION PAYMENT	6 – 7
8	CONFERENCE PERIOD PAY	7
9	CONSOLIDATION	7
10	DRESS CODE	7 – 8
11	DRUG FREE WORKPLACE	9
12	ENTRY YEAR PROGRAM	9 – 12
13	GRIEVANCE PROCEDURE	12 – 14
14	HIRING / REHIRING RETIREES	14 – 15
15	INDIVIDUAL CONTRACTS	15 – 16
16	INSURANCES	16 – 21
17	LEAVES OF ABSENCE	21 – 26
18	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	27 – 29
19	MILEAGE	29
20	NEW TEACHER INCENTIVE	29

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE(S)</u>
21	PAYROLL DEDUCTIONS	30
22	PERSONNEL FILES	30 – 31
23	REDUCTION IN FORCE	31 – 33
24	SALARY	33 – 38
25	EXTRA-CURRICULAR STIPENDS	38 – 42
26	SEVERANCE PAY	42 – 43
27	STUDENT TEACHER SUPERVISION	43
28	TEACHER EVALUATION	43 – 46
29	TUITION-FREE ATTENDANCE	46
30	TUTORS	46 – 47
31	VACANCIES/TRANSFERS/ ASSIGNMENTS	47 – 48
32	EFFECTS OF THE CONTRACT	48 – 50
APPENDIX A	TEACHER OBSERVATION/ EVALUATION FORMS	51 – 57
APPENDIX B	GRIEVANCE REPORT FORM STEP TWO	58
APPENDIX C	GRIEVANCE REPORT FORM STEP THREE	59

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.

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 reproduced for distribution to both parties. The cost of reproduction will be divided equally between the parties.
- 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 Disagreement

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.

If, after thirty (30) calendar days, agreement has not been reached, then an advisory panel shall be created.

4.09 Impasse Procedure

If any 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.

- 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 typewriters, calculating machines, duplicating equipment, 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 per 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 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. It shall be the Superintendent's responsibility to develop the agenda.

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 Association 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.

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. As role models, teachers provide an example of appropriate dress and acceptable grooming for their students to emulate. To this end, the Fairless Board of

Education, in cooperation with the Fairless Education Association, has adopted the following guidelines for the general appearance and dress of teachers in the performance of their professional duties:

- A. An overall appearance of appropriate grooming and good hygiene shall be maintained by staff members at all times. Extreme or provocative styles of dress and/or grooming shall be avoided. Facial hair shall be kept neatly trimmed. Body piercings and/or tattoos shall be concealed as much as is practical.
- B. Standards for professional staff attire shall exceed similar standards established for students. Individuals should consider the specific nature of their duties, as well as seasonal weather conditions, when selecting appropriate attire. Further, all attire shall be clean, neatly pressed, and free of holes or frayed material. Blue jeans, cutoffs, and/or T-shirts are considered inappropriate. All attire shall include appropriate undergarments.

Gender specific guidelines are as follows:

Female staff members shall avoid wearing attire with a hemline which is shorter than one's fingertips. Attire with a hemline which is shorter than one's knees shall be worn with hosiery or similar leg coverings. Blouses or tops which are sleeveless shall be tailored so as not to reveal undergarments. Blouses with thin (spaghetti) straps are deemed inappropriate. Dress sandals and clogs are permissible.

Male staff members may wear casual knit or collared shirts. Sweaters are also acceptable. Trousers must be accompanied by a belt. Casual dress shoes shall be worn with socks or hosiery. Sleeveless shirts, shorts of any kind, and/or sandals are not permissible.

- C. Spirit attire and/or informal dress may be worn at the discretion of the building administrator.

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 - ENTRY YEAR PROGRAM

12.01 Definitions

For purposes of this agreement, the pertinent terms shall be defined as follows:

- A. "Mentor"/A member of the Association's bargaining unit providing professional support to an individual in the first year of employment as a classroom teacher or an educational service personnel teacher.
- B. "Entry-Year Teacher"/A member of the Association's bargaining unit in the first year of employment as a classroom teacher or educational service personnel teacher.

12.02 Selection Process and Criteria for Mentor Teachers

Criteria for Selection

- A. The applicant/nominee must have teaching experience in the district with a preference for a minimum of five years.
- B. Demonstration of above average teaching performance.
- C. The applicant/nominee must hold a valid teaching certificate and be teaching in the same area of certification as the entry-year teacher. If such an

applicant/nominee is not available or not acceptable, this criteria will be waived.

- D. Demonstrated ability to work cooperatively and effectively with the professional staff members.
- E. Results of an interview.
- F. Extensive knowledge of a variety of classroom management and instructional techniques.
- G. Ability to maintain confidentiality.
- H. Pathwise trained and any other leadership training deemed appropriate by the superintendent.

Selection

The Superintendent or designee will select the mentor(s) after reviewing his selection with the Committee.

12.03 Responsibilities

The mentor teacher, in concert with the entry-year teacher, shall develop a program of professional support for the entry-year teacher. Such plan shall focus on skill enhancement.

Each entry-year person shall be given an initial orientation on the following matters by the mentor and building principal:

- A. The pupils and community to be served;
- B. School policies, procedures and routines, and copies of the Collective Bargaining Agreement between the Association and Board of Education;
- C. Courses of study, competency-based education programs, and responsibilities for lesson plans;
- D. The layout and facilities of the assigned school building or buildings; and
- E. The nature of the entry-year program which will be provided.

12.04 Mentor Training

Mentors shall be provided with the following:

- A. An orientation to mentoring responsibilities;
- B. Training in knowledge and skills necessary to perform mentoring responsibilities; and
- C. Opportunities to consult with and otherwise assist the assigned entry-year person or persons.

12.05 Restrictions

- A. A program of professional support mutually developed by the mentor teacher and entry-year teacher shall not be developed or utilized as part of the new teacher's evaluation.
- B. No mentor teacher shall participate in any informal or formal evaluation of an entry-year teacher or be requested or directed to make any recommendation regarding the continued employment of an entry-year teacher or in any way provide evidence against any Association member.
- C. Mentor teachers shall perform their duties in a confidential and professional manner.

12.06 Compensation

The mentor teacher shall be compensated in the following manner:

- A. The mentor teacher will be provided release time (exclusive of planning time) from teaching responsibilities to perform mentor duties, and/or
- B. Have extended time for hours beyond the normal school year and day at the rate of \$18.00 per hour for ten (10) hours per year. The number of hours may be extended with the approval of the superintendent.

12.07 Miscellaneous

The Board may fulfill its legal requirement for a mentor program outside this agreement provided no members of the Association are used as mentors.

12.08 Resident Educator

In the event that the Resident Educator Program is mandated as per HB1, the provisions of the Resident Educator Program will be developed by the Labor Management Committee and approved by the Superintendent and the FEA President. When this process is complete, the document will become part of this contract.

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 B) 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 C) 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 / 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 agrees that the Board, at its sole discretion, may offer insurance benefits.
4. The employee waives any rights he/she may have or accrue to severance pay either under Ohio law or board policy.
5. The employee waives any rights he/she may have or accrue to any type of retirement incentive program.
6. The employee agrees to be placed on the salary schedule at Step 0, Column 1 annually (BA-0).
7. 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 16	Insurances
Article 23	Reduction in Force
Article 26	Severance Pay
Article 28	Teacher Evaluation
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);
 - 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
- 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 Overview: See Plan Booklet for more detailed coverage information

16.02 **Medical**

- A. The Board will pay 90% of the premium and the employee will pay 10% 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 (COG). The Board shall provide health, dental

and life insurance through the COG. The coverage shall be the standardized COG specifications

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

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. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
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 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 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.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-

pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

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 \$50,000 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.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
 - 2) Deductible-Ind. \$25 per year
 - 3) Deductible-Family \$75 per year
 - 4) Co-insurance Amounts
 - a) Class I - Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II - Basic 80% of Usual & Customary
 - c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum
Orthodontia \$1200/per individual

16.05 **Section 125-Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

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 360 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 personal leave which are not deductible from sick leave. This leave is to be used for the conducting of business that cannot be conducted at any other time. The employee must submit a request in writing to the principal of his/her building one week in advance, if possible. The request need state no reason except "personal business" except the leave may not be used two (2) days preceding or following a holiday or vacation period unless justified to and approved by the Superintendent of schools. One (1) personal leave day may be carried over to the next year.

Principals may limit the number of bargaining unit members on personal leave from a particular building, at a particular time. (Total per day not to exceed 10% system-wide.)

17.06 Attendance Stipend

Teachers who are not absent on any scheduled work day during their contract year except an absence that may come under Federal non-discrimination guidelines, professional leave or release time, shall receive an additional stipend of \$200.00. Those who are absent for two (2) days or less, shall receive an additional stipend of \$100.00.

17.07 Jury Duty

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 on the following basis:

- A. Employee must immediately report to his immediate supervisor the receipt of notice to appear for jury duty.
- 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.

17.08 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

- 17.09 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.
- 17.10 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.
- 17.11 All such attendance must have prior approval of the building principal and Superintendent.
- 17.12 Expenses for room and meals are not to exceed \$45.00 per day, will be paid by the Board of Education upon receipt of a valid statement of expenses, signed by the building principal and Superintendent. Registration fees (actual) will be paid by the Board of Education.
- 17.13 Necessary mileage, actually driven within Ohio, will be reimbursed at the IRS rate in effect for the current year. 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.
- 17.14 Vocational teachers, who are required by the State Department of Education to attend meetings in addition to the number otherwise covered by the policy, may, upon recommendation by the building principal and Superintendent, be granted additional days. If expenses for such meetings are not paid by the State, expenses paid by the Board of Education may not exceed the maximum per day rate approved by the Board.
- 17.15 Approved athletic clinics shall be considered eligible for professional leave and for payment of expenses.
- 17.16 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

- 17.17 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.
- 17.18 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.
- 17.19 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.
- 17.20 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.
- 17.21 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 retirement.

Family Medical Leave

- 17.22 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.
- 17.23 Upon approval of the Superintendent and Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.
- 17.24 The Board shall provide a copy of the policy on FMLA in the office of each building.

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 1, 1998.

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 a rate of \$20 per hour 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. 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.
- 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 in twenty (20) equal installments.
- 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 Fund for Children and Public Education 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.

A reduction for finances may occur under the following circumstances:

If the total general fund revenue for the current fiscal year decreases over the previous fiscal year or if the increase in total

general fund revenue for the current fiscal year is less than the increased cost of salary and fringes for that fiscal year, the difference will be divided by \$30,000. This number determines the number of persons exposed to a R.I.F.

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. Within each teaching field affected, the Superintendent must give preference to teachers on continuing contracts, and to teachers who have greater seniority. A teacher may displace the least senior teacher in any area(s) of his/her certification. All such certificates must be on file with the Board when the lay-off is announced.

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 descending order of seniority with individuals on continuing contract being recalled first and then second, fully certificated individuals on limited contract. 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 Base Salary effective July 1, 2011 shall be \$31,562.00.
- 24.02 All salaries shall be based on the current index. There will be no movement on the index except for horizontal movement to a higher column for training for the duration of this contract. (i.e. Step 4 BA to Step 4 BA+15)
- 24.03 For placement on the Bachelor's +15 column, Bachelor's +30 column, Master +15 column and the Master +30 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 2012, 2013 and 2014 school years

185 Days

BASE 31,562.00

No movement on the index except for horizontal movement to a higher column for training.

STEP	B.A.	B.A.+15	B.A.+30	MA	MA+15	MA+30
0	31,562	32,824	34,087	35,349	36,612	38,190
Factor:	1.00	1.04	1.08	1.12	1.16	1.21
1	35,349	36,612	38,190	39,768	41,346	42,924
Factor:	1.12	1.16	1.21	1.26	1.31	1.36
2	35,349	36,612	38,190	39,768	41,346	42,924
Factor:	1.12	1.16	1.21	1.26	1.31	1.36
3	35,349	36,612	38,190	39,768	41,346	42,924
Factor:	1.12	1.16	1.21	1.26	1.31	1.36
4	36,612	38,190	39,768	41,346	42,924	44,502
Factor:	1.16	1.21	1.26	1.31	1.36	1.41
5	38,190	39,768	41,346	42,924	44,502	46,396
Factor:	1.21	1.26	1.31	1.36	1.41	1.47
6	39,768	41,346	42,924	44,502	46,396	48,290
Factor:	1.26	1.31	1.36	1.41	1.47	1.53
7	41,346	42,924	44,502	46,396	48,290	50,184
Factor:	1.31	1.36	1.41	1.47	1.53	1.59
8	42,924	44,502	46,396	48,290	50,184	52,077
Factor:	1.36	1.41	1.47	1.53	1.59	1.65
9	44,502	46,396	48,290	50,184	52,077	53,971
Factor:	1.41	1.47	1.53	1.59	1.65	1.71
10	46,396	48,290	50,184	52,077	53,971	55,865
Factor:	1.47	1.53	1.59	1.65	1.71	1.77
11	48,290	50,184	52,077	53,971	55,865	57,758
Factor:	1.53	1.59	1.65	1.71	1.77	1.83
12	50,184	52,077	53,971	55,865	57,758	59,652
Factor:	1.59	1.65	1.71	1.77	1.83	1.89
15	52,077	53,971	55,865	57,758	59,652	61,546
Factor:	1.65	1.71	1.77	1.83	1.89	1.95
20	53,971	55,865	57,758	59,652	61,546	63,755
Factor:	1.71	1.77	1.83	1.89	1.95	2.02
25	55,865	57,758	59,652	61,546	63,755	65,649
Factor:	1.77	1.83	1.89	1.95	2.02	2.08
26	55,865	57,758	59,652	61,546	63,755	65,649
Factor:	1.77	1.83	1.89	1.95	2.02	2.08
27	56,812	58,705	60,599	62,493	64,702	66,596
Factor:	1.80	1.86	1.92	1.98	2.05	2.11
28	57,758	59,652	61,546	63,440	65,649	67,543
Factor:	1.83	1.89	1.95	2.01	2.08	2.14
29+	58,705	60,599	62,493	64,386	66,596	68,490
Factor:	1.86	1.92	1.98	2.04	2.11	2.17

24.07 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.

24.08 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 two percent (2%) of the individual's compensation effective July 1, 1993, an additional 2% effective August 1, 1994 (total 4% pick-up) and an additional 2% effective August 1, 1995 (total 6% pick-up). 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.
 - E. The amount picked-up for the 1990-91 school year will be payable in a lump sum on or before June 30, 1991. Thereafter, the pick-up will be paid/reflected in the regular payroll check.
- 24.09 In the event Ohio law prohibits continuation of the 6% STRS "pick-up without reduction" provided for in Article 24.08, the base salary will be increased by 6%.

ARTICLE 25 - EXTRA-CURRICULAR STIPENDS

General Statements

Head coaches for fall and winter sports shall be given contracts prior to April 30. The Board shall not take any action on contracts of spring head coaches during the current school year.

- 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 process for adding or changing -- not filling -- extra duty assignments will be as follows:
- A. The Athletic Director will propose changes to the Athletic Board which may recommend the proposed changes to the Board of Education.

B. All other extra-duty recommendations for change shall go to the building principal.

C. If approved, the Board shall negotiate stipend percentages.

25.04 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

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

25.06 Athletic Stipends

<u>Position</u>	<u>Percentage</u>
<u>Football:</u>	
Head Varsity	20.0
Varsity Assistant	11.5
Freshman Coaches	9.9
Junior High Coaches	8.0
<u>Cross Country:</u>	
Head	9.0
Assistant	5.0
<u>Golf:</u>	
Head	9.0
Assistant	5.0
<u>Soccer:</u>	
Head	9.0

<u>Volleyball:</u>	
Head	14.0
Assistant	9.0
JV	9.0
Freshman	8.0
Junior High Coaches	7.0

<u>Boys' Basketball:</u>	
Head	20.0
Varsity Assistant	11.5
Reserve	11.5
Freshman	9.9
Junior High Coaches	8.0

<u>Girls' Basketball:</u>	
Head	20.0
Assistant	11.5
Reserve	11.5
Freshman	9.9
Junior High Coaches	8.0

<u>Wrestling:</u>	
Head	14.0
Assistant	9.0
Freshman	9.0
8th Grade Coach	8.0

<u>Boys/Girls Track:</u>	
Head	14.0
Assistant	9.0
Junior High	8.0

<u>Baseball:</u>	
Head	14.0
Assistant	9.0
Reserve	8.0
Freshman	6.0

<u>Girls' Softball:</u>	
Head	14.0
Assistant	9.0
Reserve	8.0
Freshman	6.0

Assistant Athletic Director 12.0

Cheerleader Advisor:

High School Fall - 6.0 Winter - 6.0

Junior High Fall - 3.0 Winter - 3.0

Assistant Cheerleader Advisor Fall - 4.0 Winter - 4.0

Weight Conditioning Coach 8.0

25.07 Non-Athletic Positions

Positions Percentage

Annual Advisor 5.0

Falcon Review 5.0

School Board Publication 8.0

(no release time)

- or - 5.0

(one period or comparable release time)

Head Teacher (if no full time principal assigned) 8.0

Head Teacher PreK-2 5.0

Head Teacher 3-5 5.0

Team Leader (K,1,2,3,4,5,6,7,8,9,10,11,12 grades) 5.0

AKA Head Teachers

Department Heads 8.0

Band Director:

Head 19.0

Assistant 11.0

Elementary 3.5

Student Council - High School 5.0

Student Council - Middle School 3.0

Drama (per production) 5.0

Drama Assistant (up to 5 per production) 3.5

Drama Middle School 3.0

Junior Class Advisor 5.0

Senior Class Advisor /

Senior Trip Coordinator 5.0

Drill Team (dancers)	4.0
Middle School Music	3.0
<u>Vocal Music Director:</u>	
High School	9.0
Elementary	3.5
NHS	3.5
Key Club	3.5
Seeds Coordinator K-2	\$1,000
Seeds Coordinator 3-5	\$1,000
Seeds Coordinator 6-8	\$1,000
North Central Coordinator	8.0
Academic Challenge Advisor	2.0
<u>Curriculum Coordinator:</u>	
(Grades K-6)	\$1500 per year if no release time \$500 if one or more periods per day or 5 per week.
(Grades 7-12)	\$1500 per year if no release time \$500 if one or more periods per day or 5 per week.
Technology Assistant	\$16/hr

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 74 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 EVALUATION

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.

28.03 Fair Consideration of Work Effort

- A. No individual shall be evaluated on his or her performance except after fair and reasonable observation.
- B. All observations shall be followed within three (3) working days by a conference between evaluator and the individual in order for questions arising from the observation to be discussed.
- C. The evaluator shall write a report on all such observations.
- D. 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.
- E. Individuals shall be given, within three (3) working days, a copy of any evaluation report or recorded observations prepared by their evaluator.

- F. Any complaint that results in an investigation shall promptly be called to the attention of the individual. If the complaint is used in employment decisions, the complainant shall be identified and the individual shall be afforded the opportunity to answer or rebut such complaint.
- G. Limited contract teachers shall be evaluated at least twice a year.
- H. A teacher's first evaluation shall be conducted by the end of the first semester and the second evaluation shall be completed by April 10.
- I. The final evaluation conference shall be completed by April 10.
- J. Copies of the evaluation shall be given to the teacher within three working days of the evaluation conference.
- K. Tenured teachers shall be evaluated every three years.

28.04 Correct Deficiencies

- A. An individual whose performance is declared deficient shall be given such deficiencies in writing and be given the opportunity to correct the deficiencies.
- B. No individual shall be disciplined, reprimanded, or suspended, without just cause. Terminations shall follow the provisions of 3319.16 of the Ohio Revised Code. Non-renewals shall follow the provision in paragraph D 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.

- D. The Board and the FEA agree that the provision of this Collective Bargaining Agreement and, in particular, Article 28, Teacher Evaluation, shall prevail over 3319.111 (A), (B), (1), (2), (3), (C). Nothing in this Article shall deny a teacher any of the rights and/or remedies available under 3319.11 O.R.C. or 3319.111 O.R.C. regarding the Board's duty to give notification to the teacher on or before the 30th day of April.

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 April 30 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

Excluded from this provision: home instruction tutors whose rate is \$10.90.

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 During the School Year: All district vacancies shall be posted on an Association bulletin board in each school building for a minimum of five (5) working days.
- 31.03 When School is not in session: (During June, July, and August) teachers shall be notified of all district vacancies by email. Said vacancies will be held open for a period of five (5) working days from the date they were mailed. The five (5) day waiting period is not required for vacancies which occur in August. Current staff, if certified and apply for vacancies in the Association shall be interviewed first before outside candidates. Staff will be given the opportunity to provide the Superintendent in writing a desire for potential openings at the end of the school year. If an employee does not have access to email, upon request, vacancy notices shall be mailed.

Transfers

- 31.04 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

- 31.05 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.
- 31.06 Each teacher may be responsible for being the teacher of record for students taking a digital course. These students will be assigned to them in their individually licensed areas. At no time will a teacher have more than twenty (20) digital students.

ARTICLE 32 - EFFECTS OF THE CONTRACT

- 32.01 The terms of this contract shall be effective July 1, 2011 through and including June 30, 2014.
- 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

Janice Messenheimer-Courtney 6-9-2011
President, Fairless Education Association Date

Susan Spearing 6-9-2011
Negotiating Team Member Date

C. Mori 6-9-2011
Negotiating Team Member Date

D. [Signature] 6/10/2011
Negotiating Team Member Date

Negotiating Team Member Date

FOR THE BOARD OF EDUCATION

Judy B. Seward 6/13/11
President, Fairless Board of Education Date

[Signature] 6-10-11
Treasurer Date

Dr. Mona J. Fair 6-10-11
Superintendent Date

Dr. Lynn A. Wagner 6-10-11
Negotiating Team Member Date

FAIRLESS LOCAL SCHOOLS

EXPLANATION OF TEACHER APPRAISAL PROCEDURE

INTRODUCTORY STATEMENT

This instrument for the evaluation of teaching services is intended to improve and maintain a high quality of instruction. It is also a means of commending effective teachers as well as designating areas where improvement is needed.

PERSONS TO BE APPRAISED

- All teachers on limited contracts in the Fairless Local Schools
- All teachers whose last overall performance was considered marginal or unsatisfactory
- All teachers eligible for continuing contract status
- All teachers whose appraisal is requested by the principal or central administrative office
- All teachers who request appraisal
- Tenured teachers shall be evaluated every three years.

All first, second and third year teachers will have an evaluation at least twice during the school year. Each evaluation shall consist of at least two (2) observations of the teacher instructing students, each of which is to be at least thirty (30) minutes in duration. The first two observations shall be conducted and completed no later than the end of the first semester. The third and fourth observations and second evaluation shall be conducted and completed by April 10 if non renewal is a consideration. Additional observations may be conducted as needed.

All other teachers to be appraised shall have two evaluations during the school year. Each evaluation shall consist of one (1) to three (3) observations of the teacher instructing students, each of which is to be at least thirty (30) minutes in duration. The observation(s) shall be conducted and completed no later than April 7, and the final evaluation shall be completed by April 10, if non-renewal is a consideration.

5. How will the lesson connect with future lessons?

6. What methods, activities, materials and resources will you use in the lesson?

7. How will technology be used in the lesson?

8. How do you plan to assess student achievement of the goals? What procedures will you use?

9. How do you expect to intervene with the children who didn't master the objective(s) of the lesson?

**Fairless Local Schools
Classroom Observation Form and Performance Rating**

Teacher _____ Observer _____ Date _____

School _____ Grade Level/Subject _____

Appraisal Scale
E = Exceeds Standards B = Below Standards/Unsatisfactory
M = Meets Standards NO = Not Observed
NI = Needs Improvement

A. ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

- A1. Is familiar with students' knowledge and experiences _____
- A2. Articulates clear learning goals _____
- A3. Demonstrates understanding of connections between current, future, past content _____
- A4. Creates/selects appropriate methods, activities, materials/resources _____

B. CREATING AN ENVIRONMENT FOR STUDENT LEARNING

- B1. Creates a climate that promotes fairness _____
- B2. Establishes/maintains rapport _____
- B3. Communicates challenging learning expectations to each student _____
- B4. Establishes/maintains consistent standards of classroom behavior _____
- B5. Makes the physical environment safe/conducive to learning _____

C. TEACHING FOR STUDENT LEARNING

C1. Makes learning goals and instructional procedures clear _____

C2. Makes content comprehensible _____

C3. Encourages students to extend their thinking _____

C4. Monitors understanding, provides feedback, adjusts learning activity _____

C5. Uses instructional time effectively _____

C6. Incorporates and implements technology usage in the classroom _____

Teacher's Signature _____ Date _____ Evaluator's Signature _____ Date _____

Conference Date _____

The signature of the teacher does not necessarily indicate that the teacher agrees with the evaluator but merely constitutes recognition of the document.

A copy of this report will be forwarded to the Central Office after the conference.

Additional comments and recommendations may be attached.

**Fairless Local Schools
Certified Personnel Evaluation**

Teacher _____ Observer _____ Date _____

School _____ Grade Level/Subject _____

E = Exceeds Standards	Appraisal Scale
M = Meets Standards	NI = Needs Improvement
	B = Below Standards/Unsatisfactory

A. ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

- A1. Is familiar with students' knowledge and experiences _____
- A2. Articulates clear learning goals _____
- A3. Demonstrates understanding of connections between current, future, past content _____
- A4. Creates/selects appropriate methods, activities, materials/resources _____

B. CREATING AN ENVIRONMENT FOR STUDENT LEARNING

- B1. Creates a climate that promotes fairness _____
- B2. Establishes/maintains rapport _____
- B3. Communicates challenging learning expectations to each student _____
- B4. Establishes/maintains consistent standards of classroom behavior _____
- B5. Makes the physical environment safe/conducive to learning _____

C. TEACHING FOR STUDENT LEARNING

- C1. Makes learning goals and instructional procedures clear _____
- C2. Makes content comprehensible _____
- C3. Encourages students to extend their thinking _____
- C4. Monitors understanding, provides feedback, adjusts learning activity _____
- C5. Uses instructional time effectively _____
- C6. Incorporates and implements technology usage in the classroom _____

D. TEACHER PROFESSIONALISM

- D1. Reflects on the extent to which goals were met _____
- D2. Demonstrates a sense of efficacy _____
- D3. Builds professional relationships with colleagues _____
- D4. Communicates with parents or guardians _____
- D5. Is punctual to class and has a good attendance record _____
- D6. Dresses appropriately _____
- D7. Maintains and submits accurate records and reports in a timely manner _____
- D8. Grows and develops professionally _____

Teacher's Signature Date Evaluator's Signature Date

The signature of the teacher does not necessarily indicate that the teacher agrees with the evaluator, but merely constitutes recognition of the document.

A copy of this report will be forwarded to the Central Office after the conference.

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 _____

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 _____