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STATE EMPLOYMENT
RELATIONS BOARD

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CONTRACT

**BETWEEN
FAIRBANKS BOARD OF EDUCATION
AND
FAIRBANKS EDUCATION ASSOCIATION**

July 1, 2011- June 30, 2014

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ARTICLE 1 - NEGOTIATIONS TEAMS AND PROCEDURES

- A. Negotiations will be done by teams representing the Board of Education and the Association. The teams will consist of not more than five persons per team at any negotiations meeting. The identity of team members may change from time to time as determined by that team. Each team will designate one of its members who shall serve as spokesperson and who shall have authority to indicate tentative agreement on any proposal.
- B. Any time after March 1 of the year in which the Agreement is to expire, either party may inform the other in writing that it desires to initiate the negotiations process. A meeting to discuss negotiations guidelines shall be scheduled at a mutually agreeable date within thirty (30) days of the initial request. A date to exchange issues will be scheduled within thirty (30) days of the initial meeting. No new items shall be submitted thereafter except by mutual agreement. At one of these first two meetings, an actual date to begin negotiations shall be set.
- C. Caucuses and recesses may be called at any time by either party. Caucuses are to be for no longer than thirty (30) minutes.
- D. Negotiation meetings will last no longer than three hours but can be extended by mutual agreement.
- E. During the initial and subsequent discussion meetings, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- F. All items negotiated to tentative agreement will be reduced to writing, dated, and initialed by the chairperson of each negotiating team. Initialed items shall be taken off the table.
- G. When agreement is reached, it shall be reduced to writing, proofed, and, when approved by the Association and the Board and signed by the parties, shall become part of the official minutes of the Board. When appropriate, provisions in the Agreement shall be reflected in individual contracts. The Agreement shall not discriminate against any members of the staff regardless of membership or non-membership in the Association.
- H. There shall be three (3) signed copies of the final Agreement. One copy shall be retained by the Board, one by the Association, and one shall be submitted to the State Employment Relations Board.
- I. Any of the provisions of these Negotiations Procedures can be altered or extended by mutual agreement of the parties.
- J. Impasse Procedure

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

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

ARTICLE 2 - RECOGNITION AND DEFINITIONS

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

B. Definitions

1. Agreement - This collective bargaining agreement
2. Association - The Fairbanks Education Association/OEA/NEA
3. Bargaining Unit Member or Unit Member - A member of the bargaining unit
4. Board - Anyone designated by the Board of Education to act in its behalf in a particular circumstance
5. Board of Education - The Fairbanks Local School District Board of Education acting as a corporate entity
6. Day - A week day other than a calamity day or a school holiday, unless it is designated as a calendar day
7. District - The Fairbanks Local School District
8. Superintendent - Superintendent or designee

ARTICLE 3 - BOARD RIGHTS

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

1. To maintain executive management and administrative control of the school system and its properties and facilities and the professional activities of its unit members which are related to the conduct of school affairs.
2. To hire all unit members and, subject to the provisions of law, to determine the qualification and the conditions for the continued employment, renewal or nonrenewal, or their dismissal, promotion and assignment.

3. To delegate authority to recognized administrative channels according to current Board policy.
 4. To determine assignments, and the duties and responsibilities of its unit members with respect thereto, and the terms and conditions of employment not otherwise restricted by this Agreement.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Ohio and Constitution and laws of the United States.

ARTICLE 4 - ASSOCIATION RIGHTS

- A. Enrollment drives for professional organizations will be limited to August through October 15 of each year.
- B. The Association may use one designated bulletin board in each school for Association business.
- C. Association representatives may request five (5) minutes of a faculty meeting for Association business. Requests must be made of building principal twenty-four (24) hours before the meeting.
- D. Association correspondence may be placed in school mailboxes of unit members.
- E. Unit members may confer on Association business during the school day, provided that the professional responsibilities of the conferees are met.
- F. Unit members may not leave classrooms to confer on Association business. At other times, when assigned duties of study hall, arrangements must be made by the unit member to cover these duties and this fact must be reported to the principal. If a unit member leaves the building, he/she must check out with the principal.
- G. Unit members must be given access to all public information upon written request.
- H. The Association may make use of school facilities not needed for school purposes at reasonable times and upon prior request and approval of the building principal.
- I. The Association building representatives will have permission to use, on school premises, the individual school equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is otherwise not in use. The Association will pay the cost of all consumable supplies used.

- J. Names and addresses of newly-employed unit members shall be available to the Association President following Board approval of their contracts, unless the unit member specifically requests otherwise.
- K. Uniform Planning Time
1. Elementary teachers shall have a minimum of two hundred (200) minutes of free and uninterrupted preparation/planning time per week. Planning periods will be scheduled in increments of not less than twenty (20) uninterrupted minutes during the teacher's workday.
 2. Middle School and High School teachers shall have a minimum of one (1) period per day for preparation/planning.
- L. A telephone, located to assure privacy, will be available for use in each building for unit members.
- M. Unit members may petition the Board to allow their children to attend the District tuition free.
- N. After Association elections each spring the Association will provide the Board with a written list of the Association officers and building representatives for the following school year.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. Statement

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

B. Purpose

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

C. Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific Article and section of this Agreement. In seeking redress, the grievant(s) must include a statement of harm done the grievant(s) as a result of the alleged violation.
2. A day shall be defined as a weekday, excluding calamity days and school holidays.

D. General Provisions

1. A grievance must be initiated by a unit member aggrieved by the alleged violation of the Agreement.
2. An alleged violation shall first be discussed in an informal meeting with the appropriate building principal prior to initiation of the grievance procedure.
3. A grievance shall be reduced to writing on the grievance form attached as Appendix D and include:
 - a. The alleged violation, stating with particularity the contractual Article and section allegedly violated.
 - b. Harm done.
 - c. Relief sought.
 - d. Date of initiating procedure.
4. Representation of choice may be used by any party involved in the grievance procedure at any level.
5. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
6. Failure of the grievant to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
7. Failure of the Board to respond in the time limit stated shall cause the grievance to proceed to the next step.
8. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
9. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
10. Nothing contained in this procedure shall be construed as limiting the rights of unit members, who have a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
11. A grievance may be withdrawn at any level without prejudice.
12. No record, document, or communication concerning a grievance shall be placed in the personal file of any unit members involved in the procedure herein described.

E. Procedure

1. Level I: Administration

- a. A copy of the written grievance shall be submitted to the grievant's building principal within twenty (20) days after the alleged violation occurs.
- b. A meeting date shall be mutually agreed upon between the grievant and the building principal within five (5) days of the filing of the grievance.
- c. Either the grievant or the building principal may have present such people who may provide the information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
- d. Within ten (10) days of the meeting, the administrator shall provide the grievant with a written response stating his/her position and suggestions for resolution of the grievance.

2. Level II: Superintendent

- a. If the grievant is not satisfied with the suggestion for resolution received in Level I, he/she may, within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.
- b. The Superintendent may designate another administrator who is not a party in interest to the grievance, to conduct the Level II meeting.
- c. The meeting shall be held within a reasonable time, normally within five (5) days of the request. The meeting shall be conducted as stated on Level I.
- d. Within fifteen (15) days of the meeting, the Superintendent or his/her designee shall provide the grievant with a written response stating his/her position and suggestion for resolution of the grievance.

3. Level III: FMCS Mediation

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

4. Level IV: Arbitration

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

- F. The Association must notify the Board in writing of the Association's intent to submit the grievance to arbitration. Such notice shall include the signature of the grievant and must be filed within twenty (20) days of the Level III mediation session. Any failure to invoke Level IV as provided herein will be considered as a settlement of the grievance on the basis of the Level II decision.
- G. The Association shall submit its demand for arbitration to the American Arbitration Association (AAA) to provide the parties with a list of seven (7) arbitrators. The AAA shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists from which an arbitrator can be selected. Each party shall strike those names which are unacceptable to them and return the list to the AAA within five (5) days of receiving the list. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator. In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the Arbitrator shall first consider and rule on the arbitrability issue before conducting a hearing on the merits of the grievance. The fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding, including court reporter costs, where applicable, shall be shared equally by the Board and the Association. Each party, however, shall be responsible for any additional expense incurred including fees and expenses of its representatives. The arbitrator will have the authority to hold hearings and to confer with any parties deemed advisable in seeking to effect a decision to the Board and to the Association. Neither party will be permitted to assert, in any arbitration proceeding, any ground or to rely on any evidence not previously fully disclosed to the other party. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement, and shall only have the authority to interpret the provisions of this Agreement as the same relates to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to rights granted to the Board of Education or unit members as established under the Ohio Revised Code. The decision of the arbitrator shall be binding on the Board, its agents, the Association and its members.

ARTICLE 6 - ASSIGNMENTS, REASSIGNMENTS, TRANSFERS AND VACANCIES

A. DEFINITIONS

1. Vacancy shall be defined as a job opening created by the death, resignation, retirement, transfer and/or reassignment, nonrenewal or termination of the unit member formerly filling such position or by reason of being newly created by action of the Board. A vacancy will not arise until all transfers, assignments, and reassignments have been made.
2. Assignment shall be defined as the initial placement of a unit member in a subject or grade level for the year in question.

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

B. VACANCIES

1. Unit members on active status and who meet job qualifications shall be given preference for the vacant position except where a critical need in their current area exists.
2. Unit members who have applied in writing for a specific vacancy shall be notified, in writing, of the recommendation of the Superintendent prior to action to fill such vacancy.

C. VOLUNTARY TRANSFER AND REASSIGNMENT

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

D. INVOLUNTARY TRANSFER AND REASSIGNMENT

1. When a transfer and/or reassignment of a unit member is determined by the Superintendent to be necessary, the unit member concerned shall be notified in writing at the earliest date possible.
2. When it is necessary to involuntarily transfer and/or reassign a unit member, he/she shall be given consideration for reassignment to a vacancy of such unit member's choice.
3. All classroom materials and teaching aids to be moved will be accomplished within ten (10) days of the unit member's request for such help to the building principal.
4. A unit member involuntarily transferred or reassigned shall be placed in a position for which he/she is certificated, and receive no reduction in total compensation for the remainder of the school year and shall maintain the contract status held at the time of such involuntary transfer or reassignment.
5. Involuntary transfers and/or reassignments shall be kept to a minimum.

E. POSTING

1. All bargaining unit vacancies, including supplemental positions, shall be posted in the Board office and each building, no later than one (1) week after they occur. Written applications for such vacancies will be received for one (1) week after

such posting except during the period from August 15 through September 15, when postings will not be required. During that period unit members who have submitted requests for transfer to the vacant position will be notified by telephone call and may apply for the vacant position within twenty-four (24) hours thereafter. The Board will make a reasonable effort to reach the unit member by telephone call to the most recent telephone number designated by him/her and to the Association President.

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

F. ASSIGNMENTS

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

ARTICLE 7 - REDUCTIONS IN STAFF

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

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

- B. If the Board is contemplating the layoff of any unit members, it will so notify the Association as soon as reasonable but at least sixty (60) calendar days before the proposed effective date of layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) calendar days after receiving the aforesaid notice, the Board will, if requested to do so, enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoffs. Any unit member who is to be laid off will be so notified in writing at least thirty (30) calendar days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action.
- C. Should a reduction in force be necessary, reductions will be made by selecting the least senior person(s) on the seniority list who is currently assigned to the affected teaching field [e.g., music, math, second grade, etc.] If applicable, a unit member who is reduced may elect to displace the least senior unit member in the area of certification under which the unit member is currently teaching. If a unit member to be reduced has more than one

area of certification, that member may elect to displace the least senior member in another area of his/her certification.

- D.
1. If there is a vacancy in a bargaining unit position, laid-off unit members who are certificated to perform the work in question will be recalled in seniority order.
 2. If a laid-off unit member has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with the provisions of Section D(1) above.
 3. Notice of recall will be sent by registered mail to the last address given to the Board by a unit member. A copy of the notice of recall will be given to the Association. If a unit member fails to respond within ten (10) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
 4. A unit member who is laid off will remain on the recall list for thirty-six (36) months after the effective date of his/her layoff unless he/she:
 - a. waives his/her recall rights in writing;
 - b. resigns;
 - c. fails to accept recall to any position for which he/she currently holds a license; or
 - d. fails to report to work in a position that he/she has accepted within ten (10) calendar days after receipt of the notice of recall unless such unit member is sick or injured. If a unit member has secured temporary employment elsewhere, he/she will be allowed fifteen (15) calendar days additional time before being required to report to work.
 5. While on layoff, a unit member will have the option to remain an active participant in fringe benefit programs by contributing thereto the amount necessary to maintain such fringe benefits.
- E. All benefits to which a unit member was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A unit member will not receive increment credits for time spent on layoff.

ARTICLE 8 - TEACHER CONTRACTS

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

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

1. Type of contract (limited or continuing).
2. Length of contract, including starting date and expiration date.
3. Annual compensation to be paid for the first year of the contract.
4. Position on the salary schedule regarding training and experience.
5. Signature of the unit member, Board President and Treasurer.
6. The unit member must return the signed contract to the Treasurer not later than twenty-one (21) days from the date of the Board of Education action offering the contract.
7. The Board of Education cannot recognize the existence or validity of any certificate unless it is on file. Unit members shall file all certificates with the Treasurer.

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

1. Written notice of request to be considered must be received in the Superintendent's office by December 15th of the request year.
2. The written request must be accompanied by all documentation showing eligibility for the continuing contract.
3. The unit member can only apply at the end of their current limited contract.
4. The unit member can only apply after a minimum of two years experience in the District.
5. Continuing contract eligibility is governed by ORC 3319.08 and 3319.11, in addition to the requirements listed above. (See Appendix C for a description of the statutory eligibility requirements).

ARTICLE 9 - NON-RENEWAL

- A. Reasons for non-renewal of a unit member's contract shall be clearly stated and given to him/her by the principal or Superintendent in writing as to why said principal or Superintendent intends to recommend the unit member's contract not be renewed.
- B. The Superintendent shall discuss the reason(s) for a recommendation for non-renewal with the unit member prior to official action of the Board not to renew a limited contract. At the meeting where such discussions are held, the unit member shall have the right to have an Association representative of his/her choice present.

ARTICLE 10 - TEACHER EVALUATION

- A. The purpose of unit member evaluation is two-fold: to judge the competence of the unit member and to improve the overall program of the District; therefore, a primary concern of the administrators is not only judging but helping. When weaknesses are noted, be they in the competency or overall effectiveness of the unit member, the administrators will give assistance to the unit members needing to improve their effectiveness or their classroom performance by suggesting specific methods for improvement.
- B. Unit members employed under expiring limited teaching contracts will be evaluated a minimum of twice each year unless additional evaluations are requested. These evaluations will be based on overall knowledge of the unit members and at least one classroom observation, which shall be scheduled by mutual agreement. One such observation shall be for a minimum of thirty (30) minutes. The observations referred to in this section shall be conducted according to the following timelines: the first observation shall be conducted by January 15, with the evaluation due by January 25. The second observation shall be conducted by April 1, with the evaluation due by April 10.
1. If a Bargaining Unit Member is in the last year of a limited contract and cannot be fully evaluated because of an extended absence of the Bargaining Unit Member, the decision of whether to rehire the Unit Member will be based on previous evaluations and any other relevant information.
 2. In the case of extended absence situations, timelines for evaluations and observations will be extended by the same number of days as the absence, or by a different amount with mutual agreement of the Bargaining Unit Member and the evaluator.
- C. Unit members employed under continuing or non-expiring limited teaching contracts will be evaluated at least once per year, which evaluation will include at least one (1) classroom observation, which shall be scheduled by mutual agreement, of not less than thirty (30) minutes.
- D. Unit members are to fill out the comment form which is included with the evaluation form. This form will be attached to and become part of the completed evaluation form.
- E. After both the unit member and administrator have completed the teacher evaluation form, and all classroom observation form(s) pertaining to said evaluation, a conference shall be scheduled within five (5) working days to discuss the results. At the conference, the forms should be signed by both parties, in the presence of each other. Said signatures indicate only that both parties have read and understood the forms.
- F. A copy of all completed evaluation forms, classroom observation forms (when applicable), and unit member comment forms shall be provided to the unit member after each evaluation.
- G. A final written report shall be made. This report should be in paragraph form and reflect a comparison between two (2) evaluations where appropriate. It should also indicate a

recommendation based on the accumulative assessment of the unit member to: transfer and/or reassign, continue in assignment, non-renew or terminate.

- H. Unit members shall not be evaluated immediately prior to a holiday or school recess to preserve the integrity of the evaluation procedure.
- I. Evaluations by mentors shall be confidential and not available to any other parties.
- J. The parties agree that the evaluation procedures contained in this Article shall supersede and replace the evaluation procedures of O.R.C. Section 3319.111.

ARTICLE 11 - SENIORITY

- A. Seniority shall be defined as continuous service from a unit member's most recent date of hire. Date of hire, for purposes of this Article, shall mean the first day of actual service in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal, placement on the seniority list shall be determined by the following tie-breaking procedure:
 - 1. The first date the affected unit members may have served as a substitute or were previously employed by the District. If still unresolved, then
 - 2. The affected unit members will participate in a draw of cards with high card constituting the tie breaker, and so on.
 - 3. The names of unit members will appear on a list which places continuing contract unit members at the top of the list in descending order of seniority, followed by limited contract unit members in descending order. The list shall include all certificates held by the unit member and which are on file with the Treasurer. All certificates held by unit members must be provided to the Treasurer. The list shall also include the date of hire for each unit member.
 - 4. Unit members on leaves of absence shall be included on the list.
 - 5. Part-time employees shall be listed separately from full-time employees.
 - 6. The list shall be prepared by the administration on or before October 1 of each school year and posted on the main office bulletin board and in the teachers' lounge. The Association President shall receive a copy of the list on or before the posting date.
 - 7. Each unit member shall have a period of fifteen (15) days after the posting of the list in which to advise the Superintendent, in writing, of any alleged inaccuracies which may affect his/her seniority status. The Superintendent will investigate any alleged inaccuracies and make such adjustments as may be in order and post the

updated list following the fifteen (15) day period. No protest shall be considered after the fifteen (15) day period and the list shall be considered final until the next posting.

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

ARTICLE 12 - SICK LEAVE

- A. All full-time unit members shall be entitled to one and one-fourth (1-1/4) days of sick leave per calendar month, unless on leave of absence, for a total of fifteen (15) days per year. Unit members who have exhausted their accumulated sick leave shall be advanced up to the maximum sick leave remaining to be accrued during that year. Sick leave shall be advanced only upon receipt of a statement from a physician that the absence is necessary. If the unit member resigns, is placed on a leave of absence or is deceased prior to the restoration of the sick leave advancement, such unearned sick leave days paid shall be deducted from the final pay or a claim shall be made against the unit member or the estate of the unit member. Maximum sick leave accumulation shall be two hundred and sixty (260) days.
- B. The previously accumulated sick leave of a unit member who has been separated from a public school in Ohio shall be transferred in full provided, however, that none of the such accumulated sick leave has been converted to pay at retirement, and provided that such re-employment takes place within ten (10) years of the last termination of public service. It shall be the responsibility of the unit member to request the transfer of accumulated sick leave from the office of the Treasurer.
- C. Each new full-time unit member, immediately upon reporting for duty, shall be credited with five (5) days of sick leave as defined in Section 3319.08 of the Ohio Revised Code, which may be used for personal illness and illness or death in the "immediate family," as defined below. Any of the five (5) days used shall be deducted from the sick leave earned thereafter.
- D. Unit members may use sick leave if:
 1. The absence is due to personal illness, pregnancy, emergency medical or dental treatment, injury, quarantine, exposure to contagious disease, and death, injury or illness of a member of the "immediate family" of the unit member. Immediate family, for this purpose, means parent, spouse and child, including foster parent, step parent, and stepchild, or other person(s) for whom the unit member is a guardian, or a relative living in the same household. Sick leave may be used upon the illness, injury or death of any other person upon the approval of the Superintendent.
 2. Unit members may also use up to ten (10) days of sick leave per school year for the injury or illness of "other family members," defined as grandparents, grandchildren, in-laws, or siblings. Sick leave beyond the ten (10) days for other

family members may be granted upon prior written approval of the Superintendent.

3. Sick leave of up to five (5) days may be used upon the death of a member of the unit member's immediate family, as defined above. Sick leave of up to three (3) days may be used upon the death of a member of the unit member's extended family. For this purpose, "extended family" means brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, or in-laws of the unit member or spouse. Sick leave beyond the amounts listed in this section may be granted upon prior approval of the Superintendent.
 4. Unit members can use up to ten (10) days of sick leave for the adoption of a child. This leave is not in addition to FMLA leave, and will run concurrently with FMLA leave.
 5. The principal or designee shall be notified of the intended use of sick leave and the duration if known at the time, as soon as possible prior to the absence of the unit member. Failure to give prior notice may result in an inquiry, loss of pay or other appropriate disciplinary action as may be determined by the Board.
 6. Any unit member absence of seven (7) or more consecutive days may be required to provide medical verification of ability to return to work. The Board may, in lieu of or in addition to such medical verification, refer the unit member to a physician designated by the Board for examination at the Board's expense.
- E. A sick leave form shall be completed upon the return to duty of the unit member. Deductions of such leave shall be calculated as follows: up to two (2) hours, one-fourth (1/4) day shall be deducted; over two (2) hours up to four (4) hours, one-half (1/2) day shall be deducted; over four (4) hours, one full day shall be deducted. Absence by reason of sick leave for periods of less than two (2) hours may be authorized without deduction of sick leave if payment of a substitute is not necessary, upon prior approval of the building principal.
- F. All days absent as a result of the use of this provision shall be deducted from the total accumulated sick leave of the unit member using this provision.

ARTICLE 13 - PERSONAL LEAVE/BUSINESS LEAVE

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

- B. Personal Leave may be used on the restricted days for the following reasons:
1. Appearance at court proceedings or legal hearings
 2. Business obligations which cannot be conducted outside of regular school days due to conflict of hours. A brief statement of what the business is should be placed on the leave form.
 3. Accidents to the property of the bargaining unit member (auto, home, etc.)
 4. Other scheduled events such as weddings, required college or university examinations, college graduation of the bargaining unit member or members of their immediate family, registration for college, or university courses, or religious holidays.
- C. Special request for use of personal leave on restricted days (for reasons other than those listed above), shall be granted at the sole discretion of the Superintendent /designee. Reasons must be unavoidable and not initiated by the bargaining unit member.
- D. Availability of a sub and/or the number of staff out of the building on a particular day may result in the denial of the personal leave request for either restricted or unrestricted days. Once the leave is approved, it cannot be withdrawn without agreement of the Bargaining Unit Member and the principal.
- E. Personal Leave may be used upon three work days advanced notice to the building principal, unless he/she waives notice based upon emergency circumstances. The principal or designee will inform the unit member whether or not the leave has been approved within four work days after the request has been made or as soon as possible in emergency circumstances.
- F. A stipend will be given to all Bargaining Unit Member for not using personal leave. The rate shall be the approved substitute rate (Initial Rate) per day of unused personal leave each year and shall be paid prior to July 1st.

ARTICLE 14 - PROFESSIONAL LEAVE

- A. The procedure for unit members to obtain permission to attend meetings that are classified professional in nature and for which the Board will pay the unit member his/her contractual daily rate of pay and expenses to include registration, lodging, meals, and travel is as follows:
1. Each unit member desiring to attend a professional meeting will submit a written request for authorization to attend the meeting to the unit member's building principal. All requests are to be submitted at least seventy-two (72) hours prior to the date of the professional meeting which the unit member plans to attend.

2. All requests for permission to attend a professional meeting shall include:
 - a. The name of the meeting and its sponsor.
 - b. The date of the meeting.
 - c. The place of the meeting.
 - d. The items for which reimbursement is requested and the cost of each item.
 3. Advance payment of registration fees by the Board is not usual procedure. The Treasurer will give unit members a check for registration fees to take with them to the meeting. No payment for expenses will be made unless the unit member renders proper claims accompanied by receipts.
 4. Each unit member who is given permission to attend a professional meeting will be notified of that fact by the Superintendent either orally or in writing. The Superintendent may authorize attendance without Board payment of expenses.
- B. The expenses of unit members attending professional meetings, when authorized, will be reimbursed in the following manner:
1. The Board will pay the reasonable and necessary costs of the meeting including registration, meals (for overnight trips only), travel, and room. Exception to the above is that, within the context of this Agreement, attendance at county workshops and teachers' meetings is not included. Unit members may be required to attend professional meetings within the regular school day. If required, expenses will be paid as provided in this Article.
 2. All receipts for reimbursement must be turned in within thirty (30) calendar days of the ending of the professional meeting. Reimbursement will not be made for receipts that are not turned in within this 30-day period, unless there are extenuating circumstances (e.g. a lost receipt or delayed billing). If there are extenuating circumstances those need to be stated in writing to the Treasurer's office within the 30-day period.
- C. Association leave shall not be used under this Article.

ARTICLE 15 - ASSOCIATION LEAVE

- A. Association leave will be granted to those unit members who need to conduct business on behalf of the Association under the following guidelines:
1. Association leave must be requested at least three (3) days in advance of the leave in writing stating the nature and the business of the leave. Application for the leave will be submitted to the Superintendent by the Association president. In the event of emergency circumstances the Superintendent may waive the three (3) day notice provision.

2. No expenses of the unit member on Association leave will be charged to the Board.
3. A maximum of two (2) days per unit member and a maximum of five (5) days total for the Association may be used each school year for Association leave.
4. Only one (1) unit member will be permitted Association leave during the same time.

ARTICLE 16 - MATERNITY AND CHILD CARE LEAVE

A. Maternity Leave

1. A unit member, upon learning of pregnancy, shall give written notification to the Superintendent at least ninety (90) calendar days prior to anticipated date of delivery. The unit member may use her sick leave, if eligible, and/or request an unpaid leave of absence for a period not to exceed six (6) weeks following the birth, unless her physical condition does not allow her to resume her duties.
2. If a pregnancy-related disability extends beyond six weeks following the birth, the unit member may continue to use accumulated sick leave upon presentation of a doctor's certificate, stating the actual complications that prevent her return to her duties.
3. The effective date of maternity leave will be the date advised by the attending licensed physician. The physician's statement shall be submitted on a form provided by the Board indicating the unit member's assignment, anticipated delivery date and the date to which she should be able to perform her assignment without excessive absence or impairment to her health. If the unit member and Superintendent agree in writing, a date different from the doctor's date for beginning leave of absence will be effective. A unit member, prior to returning from maternity leave of absence, must furnish a physician's certificate stating that she is able to perform her duties.

B. Child Care Leave

1. If at the time of initial notification of pregnancy the unit member desires to take unpaid child care leave following the six-week period of disability (the disability period), she should so indicate on the notification. Unit members are eligible to apply for child care leave for up to ninety (90) calendar days.
2. If the unit member complies with the notice requirement contained in Section A(1), leave without pay shall be granted for the period of time requested. If the notice requirement is not complied with, the granting of a leave of absence shall be subject to the discretion of the Board. If a unit member gives birth during the summer break and has complied with the notice requirement, leave without pay shall be granted for up to ninety (90) calendar days. Early return from an

approved leave of absence is dependent upon the existence of a position being open at the time the early return is requested.

3. A unit member who adopts a child shall be eligible to use unpaid child care leave. The unit member will give as much notice as possible, but in any case a minimum of thirty (30) calendar days notice to the Superintendent.
4. A unit member who is on unpaid child care leave who is scheduled to return at the beginning of a school year shall notify the Superintendent in writing not later than the April 1st prior to the scheduled return date of her intention to return on the scheduled date.

ARTICLE 17 - ASSAULT LEAVE

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

ARTICLE 18 - JURY DUTY AND REQUIRED COURT APPEARANCE

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

ARTICLE 19 - SABBATICAL LEAVE

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

ARTICLE 20 - UNPAID LEAVES OF ABSENCE

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

- B. Upon the written request of a unit member, the Board of Education may grant, if so recommended by the Superintendent, a leave of absence for a period of not more than one (1) school year for educational, professional, or other purposes.
- C. All requests for such leave must be submitted to the Superintendent at least thirty (30) days prior to the requested leave, unless it is an emergency.
- D. A unit member who is on unpaid leave of absence and who wishes and is scheduled to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than April 1st. Return from leave due to illness or other disability shall be accompanied by a doctor's statement indicating that the unit member is capable of resuming his/her assigned duties.
- E. Upon return from an unpaid leave of absence, a unit member shall resume the contract status held prior to such leave and will be assigned to a position for which he/she is certified. Unit members using a Board-approved leave of absence shall not lose seniority held prior to the leave nor shall they earn additional seniority for the time on leave.
- F. A unit member on any Board-approved unpaid leave shall be entitled to continue to participate in the applicable health insurance plans, to the extent permitted by the insurance contracts, so long as the unit member reimburses the Board monthly, in advance, for the total cost of said insurance at the rate paid for such insurance by the Board.

ARTICLE 21 - FAMILY LEAVE ACT

A. Eligibility

A unit member who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA during each 12-month period (August 1 through July 31 of each year) provided the unit member worked at least 1,250 hours in the 12 months preceding the beginning of the first day of leave.

B. Types of Leave

An eligible unit member may take FMLA leave for:

1. the birth and first-year care of a child;
2. the adoption or foster placement of a child;
3. the serious illness of a unit member's spouse, parent, or child; and
4. the unit member's own serious health condition that makes him/her unable to perform his/her job.

C. Use of Other Leaves

A unit member may elect, or the District may require, him/her to use accrued paid vacation, personal or sick leave prior to using unpaid family leave. In the case of a newborn baby or the adoption of a child, the unit member may choose to save up to ten

(10) days of sick leave and use family leave first. A unit member cannot compel the District to permit him/her to use accrued medical/sick leave in any situation in which the leave could not normally be used.

D. Spouse Employed by the District

1. If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to 12 weeks. In the case of a seriously ill child, both unit members are entitled to use up to twelve (12) weeks each. A unit member may not take FMLA leave to care for a parent-in-law.

E. Intermittent and Reduced Leave

1. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.
2. Reduced leave is leave scheduled that reduces the unit member's usual number of hours per work week or hours per work day.
3. Intermittent or reduced leave is available only for the unit member's own serious health condition or to care for a seriously ill spouse, child, or parent and is subject to Board approval unless medically necessary. Such leave may not be used for the birth or adoption/placement of a child.
4. The unit member who wishes to use intermittent or reduced leave must have the prior approval of the Board.
5. In the case of intermittent or reduced leave, the Board may transfer the unit member to a position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the unit member's regular position. The unit member must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment in advance. The Superintendent must authorize such leave in writing.

F. Benefits

1. The Board will maintain the unit member's health coverage under the Board's group health insurance plan during the period of FMLA leave. The unit member should make arrangements with the Board to pay his/her share of health insurance (e.g. family coverage) prior to the beginning of the FMLA leave.
2. The unit member will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

G. Notice

1. When the FMLA leave is foreseeable, the unit member must notify the Board in writing of his/her request for leave at least thirty (30) calendar days prior to the date when the leave is to begin. If the leave is not foreseeable, the unit member must give notice as early as is practical. When the unit member requests medical leave, he/she must make reasonable attempts to schedule treatment so as not to disrupt the Board's operations.
2. The Board may deny the leave if the unit member does not meet the notice requirements.

H. Certification

1. The Board will require the unit member to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion may be required, both at the expense of the Board.
2. Certification must include:
 - a. the date the illness commenced
 - b. probable duration of illness
 - c. the appropriate medical facts
 - d. assertion that the unit member is unable to perform job functions or is needed to care for a sick family member, for a specific period of time.

I. Return to Work

It will be the unit member's responsibility to report periodically as to his/her status and intention to return to work. Upon his/her return to work, the Board will require that he/she present a fitness statement from his/her health provider certifying that he/she is able to return to work.

ARTICLE 22 - HEALTH INSURANCE

- A. The Board will pay 85% of the premium for hospitalization and major medical insurance for both family and single plans. The unit member will pay the other 15% of the premiums. Each covered unit member agrees to pay his/her share of the monthly premium prior to any premium due date via payroll deduction or any other mutually agreed upon method.
- B. The Board shall pay a pro rata contribution of the amount set forth in paragraph A above for those unit members covered hereunder who are less than full-time..

- C. When both spouses are unit members, they shall be enrolled for family coverage or for two (2) single plans and the Board contribution shall be 100% of the applicable monthly premium.
- D. The carrier for the coverage hereunder shall be chosen by the Insurance Committee, and will be the best available plan as determined by the Committee, provided that the coverage shall not be less than that in effect as of the date of the signing of this Agreement. The Association shall be notified of any change thirty (30) calendar days prior to the effective date of any carrier change.
- E. The coverage provided hereunder shall be subject to the terms and conditions of the master group insurance contract between the carrier and the Board.
- F. The parties agree to form an Insurance Committee which will consist of the Superintendent, the Treasurer, and two (2) unit members appointed by the Association. The committee will meet as needed, normally following the quarterly insurance meetings. Meetings shall be scheduled by the Superintendent/ Treasurer. The purpose of the committee will be to provide updates and information regarding insurance issues and to discuss any insurance problems.
- G. The Board shall maintain a premium-only Section 125 Plan to allow unit members to pay insurance premiums with pre-tax dollars.

ARTICLE 23 - DENTAL INSURANCE

- A. The dental insurance agreement between the Board and the Association provides for the following method of payment of premium:
 - 1. The Board agrees to pay the total premium for the unit member.
 - 2. The Board agrees to pay, at all times, 75% of the dependent premium.
 - 3. A unit member must have half-time status to participate in the dental insurance.
- B. The coverage of unit members and dependent dental expenses provided in the Agreement shall be:
 - 1. Preventive dentistry
 - a. No deductible is required.
 - b. Will pay 100% of the R and C charges of:
 - (1) Routine oral exams (limited to twice per calendar year),
 - (2) Cleaning of teeth (limited to twice per calendar year),

- (3) Fluoride treatments (limited to one course of treatments per year and to dependent children less than age 18), and
- (4) Bitewing and full-mouth x-rays.

2. Basic and major dentistry.

- a. For the combined basic and major dental charges, the unit member pays the first \$25 of expenses incurred by each covered individual in the calendar year.
- b. After this deductible is satisfied, will pay 80% of the R and C charges for basic dentistry of:
 - (1) Other x-rays,
 - (2) Fillings,
 - (3) Extractions,
 - (4) Oral surgery,
 - (5) Anesthesia,
 - (6) Root canal therapy,
 - (7) Periodontics,
 - (8) Space maintainers,
 - (9) Endodontics,
 - (10) Denture repairs.
- c. After this deductible is satisfied, will pay 50% of the R and C charges for major dentistry of:
 - (1) Inlays and crowns,
 - (2) Fixed and removable bridges,
 - (3) Full and partial dentures.

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

3. Orthodontia - children only.

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

ARTICLE 24 - LIFE INSURANCE

- A. All full-time unit members covered hereunder shall receive at no cost to him/her \$50,000 group term life insurance and \$50,000 group accidental death and dismemberment insurance.
- B. Unit members working less than full-time shall receive one-half of the principal amounts set forth in paragraph A. above.

ARTICLE 25 - SALARY

- A. The beginning base salary at the bachelor degree level shall represent 1.0000 index upon which all other salaries are to be determined in accordance with the index schedule.
- B. National Board Certified Teacher Stipend – The Board will pay a \$2,500 stipend for all present and new National Board Certified Teachers. [This stipend will end at the end of the 2012-2013 school year.]

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

ARTICLE 26 - SUPPLEMENTAL CONTRACTS

- A. Coaching experience shall be the total years experience as paid and contracted within the District, or experience outside the District in accordance with Section D, below, and will be calculated separately for each coaching position.
- B. Non-coaching experience shall be calculated in the same manner for other supplemental contracts.
- C. For purposes of conversion of experience for coaching as assistant head coach or any other such upward progression on the schedule, the following chart shall be used:

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

- D. Total credit for experience from both inside and outside the District shall not exceed ten (10) years.
- E. Salaries paid in accordance with this schedule shall be adjusted in those cases where the terms of the contract are not fulfilled, or where the full time expected in the contract is not rendered.
- F. All supplemental contracts for extra duties will be made in accordance with the provisions of the Ohio Revised Code, and currently employed unit members shall have

first consideration for supplemental vacancies. The supplemental contract shall include the following information:

1. Expiration date.
 2. The assignment.
 3. The compensation to be received.
 4. The position on the salary schedule.
 5. Signature of the unit member, Board President and Treasurer.
 6. All supplemental contracts shall automatically expire at the expiration date of the contract without Board action of non-renewal or further notices to the unit member.
- G. Completion of supplemental duties must be verified by the Athletic Director or Principal.
- H. Unit members shall receive compensation for supplemental duties in the following manner:
1. Payments will be made at the end of the season unless the coach notifies the Treasurer's office in writing that he/she would like to be paid over six (6) pays with fall sports starting in September, winter sports starting in January, and spring sports starting in April. Notification must be turned in to the Treasurer's office at least two (2) weeks prior to the first pay of the season.
 2. For supplemental duties lasting the entire school year, payment shall be made either in three equal installments occurring at the end of each season, or in one lump sum occurring at the end of the year, at the unit member's option. The unit member must indicate in writing to the Treasurer, within two weeks of the beginning of the school year, which option he/she chooses. If no such written option is turned in, he/she will be paid in one lump sum at the end of the year.
 3. Payment for supplemental duties will be made in the regular payroll check following the pay period in which the verification referred to in Section G above has been made by the appropriate individual.
 4. The supplemental pay authorization form will include two copies of a W-4 form for any staff member who wishes to alter deductions for the pay period with which they will be compensated for a supplemental contract. Following that pay period, the employee will then return to the original number of deductions for subsequent pay periods.
- I. The salary for new supplemental positions created by the Board shall be subject to the bargaining process. Any staff member may recommend additional supplemental positions not currently listed on the supplemental salary schedule to his/her principal.

The educational value and rationale for the new position/program/team of the recommended activity will be described in writing, including a study of the number of students to be involved along with a proposed job description.

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

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

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

ARTICLE 27 - PAYROLL PROCEDURES

- A. It is understood that pay must be earned before payment is made. This includes all contractual work performed by unit members.
- B. The normal payroll periods shall not exceed 24 (pay shall be the 10th and 25th of each month) unless mutually agreed to by the Association and the Board. If the 10th or 25th falls on a weekend or holiday, the pay will be issued on the last work day before the 10th or the 25th.
- C. Deductions
 - 1. The Treasurer shall deduct for unauthorized absences, federal, state and local taxes required by law, and the unit member's share of the retirement contribution. The Treasurer shall also deduct for unit members covered hereunder upon the written request of him/her, amounts for Board-approved, tax-sheltered annuities and professional dues.
 - 2. Dues deductions for all non fair share fee paying unit members shall be deducted for the following professional organizations in twelve (12) successive pay periods, beginning October 1, of each year: FEA, COTA, OEA, NEA, and OEA Retirement Savings Plan income protection provided that the minimum account has been established by the individual.
 - 3. The Treasurer is authorized to remit all Association dues to the Association treasurer within five (5) days after such deductions are made.
 - 4. Unit members shall be given the opportunity during the months of September and February to add or change all allowable deductions, including supplemental insurances, annuities and credit union accounts. Unit members can eliminate

deductions at any time. All changes must be submitted by the 25th of September or February in order to be effective the first payroll of the following month.

5. Direct deposit of pay checks and electronic notification will be mandatory for all unit members.
 6. Supplemental paychecks can be paid at the normal tax rate based on the unit member's current W-4 if the unit member notifies the Treasurer's office in writing upon submission of the supplemental contract. The form to be used for this purpose will be provided by the Treasurer's office.
- D. The Association agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this section.
 - E. As required by Section 3313.262 of the Revised Code, the Treasurer shall deduct from the wages and salaries of unit members such amounts for political organizations and parties and for non-partisan issues as the unit member, by written authorization, may demand, and shall transmit any amount so deducted as the authorization shall direct. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.
 - F. Unit members may purchase tax-sheltered annuities from companies approved by the Board and which have executed reasonable agreements protecting the Board from any liability attendant to the purchase of the annuity. Information may be obtained from the Treasurer concerning procedures to be followed in requesting deductions for tax-sheltered annuities. New annuity plans will not be approved unless at least five (5) unit members designate the same licensed agent, broker or company.
 - G. The Board shall reimburse unit members who are required to drive in the performance of their professional duties (regular and supplemental) at the rate established by the Internal Revenue Service, as of July 1 of each year, rounded down to the nearest cent per mile driven. All payments shall be made within three (3) weeks of the mileage reporting date.

ARTICLE 28 - FAIR SHARE FEE

- A. Each unit member who is not a member of the Association will be required to pay a fair share fee which shall not exceed the amount which the Association may lawfully charge as a fair share fee pursuant to Section 4117.09 of the Revised Code and other applicable provisions of State and federal law. The Association treasurer will, not later than January 1 of each year, certify to the Board Treasurer the names of the persons subject to the Fair Share Fee and the amount of the fee. The Association treasurer will also certify the amount of the fair share fee to each of the persons subject to the fee.
- B. Beginning with the first payroll more than five (5) days after receipt of the certification of fair share fee amount and payers, the fair share fee will be collected by deduction from the paychecks of the fee payers in ten (10) equal installments and forwarded to the Association in the same manner as Association dues. If an agency fee payer is removed

from the payroll during the school year, their pro-rata share of the fair share fee that has not be collected shall, upon certification of the Association treasurer, be deducted from their final paycheck.

- C. The Association will indemnify and hold the Board of Education, its Treasurer, Officers, Members and Agents harmless from any and all liability arising out of or in any way connected with the implementation or compliance with this Fair Share Fee provision. The Board may reject, by written notice to the Association, any defense counsel provided by the Association. In the event of such rejection, the Association will be relieved of any further obligation to provide defense or indemnification to the Board.

ARTICLE 29 - STRS PICK-UP

- A. The Board shall designate each unit member's mandatory contribution to the State Teachers Retirement System of Ohio (STRS) as "picked-up" by the Board as contemplated by Internal Revenue Service Ruling 77-464N 81-36, although they shall continue to be designated as unit member contributions as permitted by the Attorney General's Opinion 82-097, in order that the amount of the unit member's income reported by the Board as subject to Federal and Ohio income tax shall be the unit member's total gross income, reduced by the then current percentage amount of the unit member's mandatory STRS contribution which has been designated as "picked-up" by the Board and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no unit member's total salary is increased by such "pick-up", nor is the Board's total contribution to the STRS increased thereby.
1. The "picked-up" percentage shall apply uniformly to all unit members as a condition of employment. The pick-up shall apply to all compensation including supplemental earnings thereafter.
 2. The parties agree that should the rules and regulations of the I.R.S. or STRS change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee-employer contributions.
 3. Payment for sick leave, personal leave, severance and supplementals, including unemployment and workers' compensation, shall be based on the unit member's daily gross pay prior to reduction as based (e.g., gross pay divided by the number of days in a unit member's contract.)
 4. It is understood that it is the responsibility of each individual unit member to make necessary adjustments in any other tax-sheltered annuities he/she has in order to be in compliance with I.R.S. laws and regulations.
 5. The Board is not liable, nor will it be held responsible for any related legal, I.R.S., STRS, or any other agency's penalties or decision concerning this plan now or in the future.

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

ARTICLE 30 - SEVERANCE PAY

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

1. Be employed by the District at time of retirement.
2. Have five (5) years or more service in the District.
3. Leave employment in good standing.
4. Have an application for service retirement approved by the STRS.
5. Complete an application for severance pay, filed with the Treasurer not later than ninety (90) calendar days after the last day of employment. Payment shall be paid in one lump sum within nine (9) months after the last date of employment, or when eligible. Unit member shall designate in application in which month payment is desired. In no case shall severance pay be made to a unit member who is still receiving regular income.

- B. The formula for payment shall be:

One fourth (1/4) of the accrued sick leave pay to and including a maximum accrual of 260 days. The daily rate of pay shall be determined by the unit member's position on the Board-adopted salary schedule in effect at the time of retirement. Payment will be calculated by multiplying the daily rate of the unit member's pay by the total number of days or fraction thereof, as determined by the formula. Payment for sick leave on this basis shall be considered on all sick leave accrued by the unit member at that time. This payment shall be made only once for any unit member.

ARTICLE 31 - TUITION REIMBURSEMENT

- A. ALLOTMENT AND DISTRIBUTION

The Board shall allocate \$9,000 per year (July 1 to June 30) for the tuition reimbursement program for bargaining unit members. Reimbursement shall be at a rate no greater than the actual tuition costs, and will not exceed the amount of tuition charged by The Ohio State University. Funds will be distributed on an equal basis at the end of the fiscal year to all eligible staff members. If the amount of reimbursement exceeds the available funds, the reimbursement will be prorated down to each bargaining unit member to a rate that depletes 100% of the funds.

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

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

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

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

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

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

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

B. ELIGIBILITY REQUIREMENTS

1. Must be accepted into graduate work at the university where the work is to be taken, or provide assurance that the work to be taken will be transferred and accepted at the university where the student is enrolled, or will be enrolled, in a program designed to upgrade an existing teaching certificate under which the unit member is currently teaching, with work restricted to assigned teaching field; and/or
2. Be required, as a result of teacher evaluation, to enroll in college level courses to improve teaching skills; and/or
3. Be required to take college work to qualify for a new teaching assignment.
4. To be eligible for reimbursement, all course must be from an accredited college or university.

C. RESTRICTIONS

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

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

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

ARTICLE 32 - PERSONNEL FILES

- A. The official personnel file of each unit member shall be maintained in the office of the Board and kept confidential to the extent permitted by law.
- B. A unit member shall have the right, upon written request, to review at reasonable times the contents of his/her own personnel file, with the exception of employment references and recommendations provided to the Board on a confidential basis. An Association representative may also have access to a unit members' personnel file when the unit member requests such access in writing.
- C. The review of a personnel file by either a unit member or an Association representative may only be made in the presence of an administrator or designee. The review shall be made at a time that does not interfere with the operations of the District or the duties of the unit member or Association representative reviewing the file.
- D. A unit member shall be entitled to a copy of any specific materials in his/her personnel file upon written request and payment of a standard copying charge to be set by the Treasurer.
- E. All materials contained in a personnel file are the property of the Board and may not be removed without the written consent of the Superintendent. No anonymous materials will be placed in a unit member's personnel file.
- F. Upon written request of the unit member, records of disciplinary action shall be expunged from a unit member's personnel file after three (3) years if there have been no intervening disciplinary incidents during that time.
- G. A unit member shall have the right to indicate those documents in his/her personnel file which he/she believes to be inaccurate, untimely, irrelevant or incomplete. The unit member may request in writing that the Superintendent investigate the current status of the disputed information. The Superintendent will make a reasonable investigation to determine the accuracy, timeliness, relevance, or completeness of the file, and will notify the unit member of the results of the investigation and any plans the Superintendent has to take action with respect to the disputed information. The Superintendent's decision on this matter shall be final and not appealable through the grievance procedure or any other legal process.

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

ARTICLE 33 - PUBLIC COMPLAINT PROCEDURE

- A. Complaints against unit members originating outside the school system shall be handled as follows. The Board member or administrator receiving the complaint shall direct the person to contact the unit member and/or building principal. If the problem has not been resolved after such contact, then:
1. A complaint received by a Board member concerning the teaching or coaching staff shall be referred to the Superintendent.
 2. The Superintendent shall inform the building principal where the unit member is assigned of the complaint.
 3. If no resolution has been reached, the building principal, unit member and complainant shall meet to resolve the complaint. If a complaint cannot be resolved at this level a written copy of action recommended by the principal will be filed with Superintendent, unit member and complainant.
 4. If the unit member or complainant is dissatisfied with the principal's written recommendations then a meeting of the unit member, principal and complainant will be arranged at a mutually convenient time to discuss the decision by the principal. All discussion and results will be recorded and written by the principal. A copy of the results, agreements and conclusions will be given to the complainant, unit member and Superintendent.
 5. If the complainant or unit member is not satisfied with the results then the complainant or unit member shall be directed to the Superintendent or his/her designee for resolution. The Superintendent or designee shall evaluate all information and render a decision in the best interest of the student, the Board and the staff. The Superintendent's decision shall be in writing and copies given to the complainant, unit member, principal and the Board.

ARTICLE 34 - SUPPLIES AND FACILITIES

A. SUPPLIES

1. Grade books and lesson plan books complete with binder(s) will be provided for each unit member at Board expense at the beginning of each school year.
2. Unit members will be provided with adequate texts, supplies and necessary materials to teach assigned courses, and as approved by the Board.

3. The Board will supply all paper, pencils, pens, chalk, erasers, and other such materials required in daily instructional programs dictated by the Board.
4. A fund will be established for each building, called the "teacher supplies" fund, which will exist separately from the instructional supplies fund. The teacher supplies fund will be funded at the beginning of each school year with an amount equal to fifty (50) dollars times the number of unit members that begin the year in that building. The money for shared unit members will go to the building of the principal that evaluates that unit member.

B. TEACHING ENVIRONMENT

1. Upon request, available computers and other office machines and equipment may be used by the unit members for preparation of instructional materials.
2. Each existing classroom will have sufficient, conveniently located chalkboard and bulletin board space to complement the unit member's instruction.

C. FACILITIES

1. Unit members will have separate male and female restrooms for their exclusive use.
2. Unit members will have at least one (1) room that must be reserved as a faculty lounge in each building.
3. Unit members will be permitted to have one (1) coffee-making device in each lounge. A refrigerator and a microwave will be provided for unit members' use in the teachers lounge.
4. All unit members will have a desk and at least one (1) filing cabinet.

ARTICLE 35 - FACULTY MEETINGS

- A. Proper operation of an effective school system necessitates the need for effective communications. Along with one-way communications (announcements, memos, e-mail, etc.) there must also be a strong and effective method of two-way or face to face discussions so that all parties are provided the opportunity for input in the decision making process.
1. Building faculty meetings may be scheduled monthly or more often if needed at a time and place agreed upon mutually by the building's faculty and administration.
 2. Special meetings may be called by the building's administration if an emergency situation should occur and it is not reasonable to wait to transact action or discussion on it until the next scheduled faculty meeting. If such meeting is called with less than twenty-four (24) hours notice, attendance shall not be mandatory if the unit member has a prior commitment.

3. Faculty meetings should usually be limited to 30 minutes outside of the teacher work day. However, when applicable, circumstances could affect this time limit.
4. Attendance by all faculty is required. Unit members assigned to two or more buildings shall attend faculty meetings on an alternating basis. That unit member and the building principals shall establish a rotation.
5. If a unit member has a dual role during a faculty meeting (teacher/coach, teacher/bus driver, etc.), the faculty meeting is the responsibility that will prevail.
6. Unit members who wish to place items on the regular meeting agenda will be permitted to do so until noon of the preceding day. A meeting agenda will be released to unit members by the close of the preceding day.
7. The meeting should be for targeted audiences.
8. Promptness is expected of all involved. Bargaining Unit Member may be reprimanded for tardiness and it may relate to their evaluation.
9. It is the responsibility of all to make the meetings effective and productive.

ARTICLE 36 - INCLUSION

- A. Handicapped students who are identified as having special needs, i.e., cannot attend to their own bodily functions, or need one-on-one assistance to function in the classroom, shall have these special needs provided by a non-bargaining unit aide or a teacher volunteer.
- B. Regular classroom teachers will not be required to perform said ministrations. However, a contingent of non-bargaining unit members and unit members will be trained to perform certain procedures in case of emergencies concerning a special needs student. This contingent will consist of other educational aides and unit members who have volunteered to take the training.

ARTICLE 37 - SCHOOL CALENDAR

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

A. SCHOOL DAY

The regular school day will be seven hours twenty minutes including a thirty-minute duty free uninterrupted lunch period. Duties customarily assigned to be performed outside the

regular school day including, but not limited to open house, IEP conferences, parent conferences conducted before or after regular school hours and after school supplemental contract duties will not be considered part of the regular school day.

B. SCHOOL YEAR

The school year shall consist of 184 work days (178 instructional days, 2 parent-teacher days, and 4 inservice or work days).

(For the 2011-12 and 2012-13 contract years, the teacher work year will be temporarily reduced to 183 work days, including 3 in-service days. The teacher work year will return to 184 days as of the 2013-14 contract year, assuming step increases are reinstated and there is a raise on the base.)

ARTICLE 38 - SCHOOL DELAY/TEACHER ARRIVAL

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

ARTICLE 39 - CONFERENCES - CLASSROOM VISITATIONS

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

ARTICLE 40 - FACULTY SUBSTITUTES

- A. It is the building principal's responsibility to obtain substitutes for absent unit members, inasmuch as certified substitutes are available. Efforts will be made to obtain substitutes certificated in the area(s) in which they are substituting.
- B. Unit members may be assigned to fill the positions of absent unit members. When so assigned, the unit member will be paid at the rate of \$23.00 per period.
- C. Whenever a unit member substitutes for an absent unit member during his/her conference period, it will be that unit member's responsibility to fill out a time card provided for the purpose and return it to the principal on the day that the substituting occurred.
- D. Unit members shall receive substitute pay earned pursuant to Section B in their regular payroll check. Payment shall be made in the paycheck following the pay period in which the substitute pay was earned.

ARTICLE 41 - ADMISSION TO ACTIVITIES

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

ARTICLE 42 - BOARD MINUTES

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

ARTICLE 43 - NO STRIKE - NO LOCKOUT

- A. It is agreed that during the term of this Agreement, there shall be no lockout on the part of the Board, or any strike, stoppage, or slowdown or other interruption of work for any cause whatsoever by the unit members or the Association.
- B. The Association agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the term of this Agreement.
- C. In the event that the unit members represented by the Association engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the unit members covered herein shall continue to work during any such activity as a condition of continued employment, without exception, and upon request of the Superintendent or the Board.

ARTICLE 44 - EMPLOYMENT OF RETIRED TEACHERS

- A. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a minimum of five (5) and a maximum of ten (10) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). The PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.
- B. First year PRT's will be awarded a three-year limited contract of employment that will automatically expire at the end of that limited contract without notice of non-renewal. No performance evaluations shall be required.
- C. PRT's may be re-employed in subsequent years with Board approval but shall not become eligible for continuing contract status.
- D. For purposes of Reduction in Force, PRT's will not accrue seniority.
- E. PRT's shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.
- F. PRT's shall be eligible to participate in the District's medical and dental insurance program effective 1/1/09.

- G. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- H. PRT's shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- I. The parties intend for the provisions of this Article to supercede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC §3319.11, §3379.13/14, §3319.111, §3319.17, and §124.39(B).

ARTICLE 45 - CLASS SIZE

- A. Class size shall be maintained in accordance with the requirements of the State Board of Education Minimum Standards and the provisions of Section 3317 of the Ohio Revised Code.
- B. The Board agrees to establish pupil-teacher ratios that will not exceed State Board of Education Minimum Standards or the provisions of Section 3317 of the Ohio Revised Code in any policy adopted to establish an intra-and/or inter-district open enrollment policy.
- C. Teachers may request a meeting with the principal to discuss possible options for handling class size issues.

ARTICLE 46 - LESSON PLANS

- A. All lesson plans shall contain the following essential elements:
 - Goals or objectives
 - Procedures
 - Activities
 - Assessment
 - Additional materials needed
- B. Lesson plans shall give direction for the instruction and implementation of courses of study and state proficiency standards. Goals should be measurable.

ARTICLE 47 - SEVERABILITY

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

ARTICLE 48 - DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2011, through June 30, 2014.

There will be a reopener on the subjects of salary and steps only for the 2013-2014 contract year. The parties will mutually agree to the negotiations procedures to be used for the reopener.

**FAIRBANKS LOCAL
BOARD OF EDUCATION**

6/27/11
President of the Board /Date
 6/27/11
Treasurer /Date
 6/27/11
Superintendent /Date

H. Ray Bank 6/7/11
Legal Representative /Date

**FAIRBANKS EDUCATION
ASSOCIATION**

6/27/11
President /Date
 6/29/11
Negotiations Chair /Date
NA
Committee Member /Date

6/28/11
OEA Representative /Date

**APPENDIX A
SALARY SCHEDULES AND INDEX**

2011-12 CERTIFIED SALARY SCHEDULE

	Bachelor	BA+150	Masters	Masters +20
0	\$36,849	\$39,392	\$40,854	\$42,284
1	\$38,249	\$40,854	\$42,284	\$43,887
2	\$39,650	\$42,284	\$43,887	\$45,656
3	\$41,050	\$43,766	\$45,656	\$47,425
4	\$42,450	\$45,298	\$47,425	\$49,193
5	\$43,850	\$46,883	\$49,193	\$50,962
6	\$45,298	\$48,523	\$50,962	\$52,731
7	\$46,883	\$50,222	\$52,731	\$54,500
8	\$48,523	\$51,979	\$54,500	\$56,268
9	\$50,222	\$53,800	\$56,268	\$58,037
10	\$51,979	\$55,683	\$58,037	\$59,806
11	\$53,800	\$57,632	\$59,806	\$61,733
12	\$55,683	\$59,647	\$61,733	\$63,896
13	\$57,632	\$61,733	\$63,896	\$66,129
14	\$59,647	\$63,896	\$66,129	\$68,362
15	\$61,663	\$66,059	\$68,362	\$70,595
20	\$63,690	\$68,086	\$70,389	\$72,828
28	\$64,703	\$69,099	\$71,402	\$73,945

2012-13 CERTIFIED SALARY SCHEDULE

	Bachelor	BA+150	Masters	Masters +20
0	\$36,849	\$39,392	\$40,854	\$42,284
1	\$38,249	\$40,854	\$42,284	\$43,887
2	\$39,650	\$42,284	\$43,887	\$45,656
3	\$41,050	\$43,766	\$45,656	\$47,425
4	\$42,450	\$45,298	\$47,425	\$49,193
5	\$43,850	\$46,883	\$49,193	\$50,962
6	\$45,298	\$48,523	\$50,962	\$52,731
7	\$46,883	\$50,222	\$52,731	\$54,500
8	\$48,523	\$51,979	\$54,500	\$56,268
9	\$50,222	\$53,800	\$56,268	\$58,037
10	\$51,979	\$55,683	\$58,037	\$59,806
11	\$53,800	\$57,632	\$59,806	\$61,733
12	\$55,683	\$59,647	\$61,733	\$63,896
13	\$57,632	\$61,733	\$63,896	\$66,129
14	\$59,647	\$63,896	\$66,129	\$68,362
15	\$61,663	\$66,059	\$68,362	\$70,595
20	\$63,690	\$68,086	\$70,389	\$72,828
28	\$64,703	\$69,099	\$71,402	\$73,945

For the 2011-12 and 2012-13 contract years there will be no step increases, i.e., no employees will move vertically on the salary schedule. If/when step increases are reinstated, unit members will resume movement starting from the step they were on during the 2010-11 contract year. Credit will not be given for years in which there are no step increases.

For the 2012-13 contract year, unit members will each receive a \$700 Health stipend.

SALARY INDEX				
	<u>Bachelor</u>	<u>BA + 150</u>	<u>Masters</u>	<u>Masters + 20</u>
0	1.0000	1.0690	1.1087	1.1475
1	1.0380	1.1087	1.1475	1.1910
2	1.0760	1.1475	1.1910	1.2390
3	1.1140	1.1877	1.2390	1.2870
4	1.1520	1.2293	1.2870	1.3350
5	1.1900	1.2723	1.3350	1.3830
6	1.2293	1.3168	1.3830	1.4310
7	1.2723	1.3629	1.4310	1.4790
8	1.3168	1.4106	1.4790	1.5270
9	1.3629	1.4600	1.5270	1.5750
10	1.4106	1.5111	1.5750	1.6230
11	1.4600	1.5640	1.6230	1.6753
12	1.5111	1.6187	1.6753	1.7340
13	1.5640	1.6753	1.7340	1.7946
14	1.6187	1.7340	1.7946	1.8552
15	1.6734	1.7927	1.8552	1.9158
20	1.7284	1.8477	1.9102	1.9764
28	1.7559	1.8752	1.9377	2.0067

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

Exp	Base	17%	13%	9%	8.5%	7.5%	7.0%	6%	5%	4%	3%	2%	1%
0	\$36,849	\$6,264	\$4,790	\$3,316	\$3,132	\$2,764	\$2,579	\$2,211	\$1,842	\$1,474	\$1,105	\$737	\$368
1	\$38,249	\$6,502	\$4,972	\$3,442	\$3,251	\$2,869	\$2,677	\$2,295	\$1,912	\$1,530	\$1,147	\$765	\$382
2	\$39,650	\$6,741	\$5,155	\$3,569	\$3,370	\$2,974	\$2,776	\$2,379	\$1,983	\$1,586	\$1,190	\$793	\$397
3	\$41,050	\$6,979	\$5,337	\$3,695	\$3,489	\$3,079	\$2,874	\$2,463	\$2,053	\$1,642	\$1,232	\$821	\$411
4	\$42,450	\$7,217	\$5,519	\$3,821	\$3,608	\$3,184	\$2,972	\$2,547	\$2,123	\$1,698	\$1,274	\$849	\$425
5	\$43,850	\$7,455	\$5,701	\$3,947	\$3,727	\$3,289	\$3,070	\$2,631	\$2,193	\$1,754	\$1,316	\$877	\$439
6	\$45,298	\$7,701	\$5,889	\$4,077	\$3,850	\$3,397	\$3,171	\$2,718	\$2,265	\$1,812	\$1,359	\$906	\$453
7	\$46,883	\$7,970	\$6,095	\$4,219	\$3,985	\$3,516	\$3,282	\$2,813	\$2,344	\$1,875	\$1,406	\$938	\$469
8	\$48,523	\$8,249	\$6,308	\$4,367	\$4,124	\$3,639	\$3,397	\$2,911	\$2,426	\$1,941	\$1,456	\$970	\$485
9	\$50,222	\$8,538	\$6,529	\$4,520	\$4,269	\$3,767	\$3,516	\$3,013	\$2,511	\$2,009	\$1,507	\$1,004	\$502
10	\$51,979	\$8,836	\$6,757	\$4,678	\$4,418	\$3,898	\$3,639	\$3,119	\$2,599	\$2,079	\$1,559	\$1,040	\$520

Percentage	Supplemental Position
17%	Athletic Director
13%	Head Football, Head Basketball
9%	Head HS Baseball, Head HS Volleyball, Head HS Track, Head HS Girls Softball, Head HS Wrestling, Head HS Soccer
8.5%	Assistant HS Football, Assistant Basketball, Reserve Basketball, Assistant Athletic Director
7.5%	Freshman Basketball, Head HS Golf, Head Cross Country
7.0%	HS Assistant and Reserve Wrestling, Volleyball, Track, Baseball, Soccer and Softball; MS Basketball
6%	HS Tennis, MS Football, MS Baseball, MS Track, MS Wrestling, Freshman Volleyball, HS Assistant Cross Country, MS Volleyball, Assistant Golf, MS Softball, 9th Grade Softball
5%	Assistant Marching Band Director
4%	Co-Ed Intramural, Jr. Class Prom Director, **Fall/Winter Site Manager, Varsity Football Cheerleader Advisor, Winter Varsity Cheerleader Advisor
3%	MS Intramural, HS Yearbook Advisor, MS Swing Choir Director, HS Swing Choir Director, Mock Trial Advisor, Guard Coordinator/Percussion Instructor, Summer Weight Lifting, MS Washington Trip Coordinator
2%	*Play Director, National Honor Society Advisor, Senior Class Advisor, 9th Grade Cheerleader Advisor, MS Football Cheerleading Advisor, MS Basketball Cheerleading Advisor, RTI Coordinator, **Spring Site Manager, Assistant Mock Trial Advisor, Fall/Winter/Spring Weight Lifting

1%	FHS Foreign Language Club Advisor, FHS Science Club Advisor, FHS Art Club Advisor, Student Council Advisor, Power of the Pen, Outdoor Education Coordinator, HS Ski Club Coordinator, MS Ski Club Coordinator, International Club, *Assistant Play Director, Band Camp Assistant (maximum of 3), Technology Club Advisor (maximum of 3, one per each school), MS Team Leader(s), 7th Grade Trip Coordinator, Elementary and Middle School RTI Member, Teacher Technology Leader, Freshman and Sophomore Class Advisors, MS Yearbook Advisor
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Lead Mentors - \$1,000

Entry Teacher Mentor - \$750

Tutor - \$21.00/Hour

*Each Play

**The site manager supplementals are only eligible to be filled when the Athletic Director is serving as a head coach during that season.

CONTINUING CONTRACT ELIGIBILITY

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

1. THE LICENSING REQUIREMENT

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

- (a) a professional, permanent, or life certificate, or
- (b) a professional (5-year) license (under prior law, or a “senior” or “lead” professional license under current law) (ORC 3319.08)

2. THE COURSEWORK REQUIREMENT

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

- (a) if the teacher did NOT hold a master’s degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken *since* the receipt of that first teaching certificate/license;
- (b) if the teacher DID hold a master’s degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of relevant graduate coursework must have been taken *since* the receipt of that first teaching certificate/license. (ORC 3319.08)

3. THE SERVICE REQUIREMENT

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

- (a) three years of teaching (not necessarily consecutive) within the last five-year period; or
- (b) two years of service as a teacher or administrator, if the teacher previously held a continuing contract in another Ohio school district. (ORC 3319.11)

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

A person who never held a teaching certificate (under prior law) and who was issued an initial teaching license on or after January 1, 2011 may not become eligible for continuing contract status in any district until he or she has held an educator license for at least 7 years. (ORC 3319.08[D][3].) This requirement can obviously be ignored for present purposes since at this time no such persons can have served long enough to be eligible, and no such persons can become eligible in any event until 2018 at the earliest.

APPENDIX D - GRIEVANCE FORM

NAME _____ DATE _____
BLDG/POSITION _____
DATE ALLEGED GRIEVANCE OCCURRED _____
SPECIFIC CONTRACT PROVISION(S) ALLEGEDLY VIOLATED _____

STATEMENT OF GRIEVANCE & CIRCUMSTANCES SURROUNDING GRIEVANCE

RELIEF SOUGHT _____

PRESENTED TO ADMINISTRATOR Step 1

Date Grievant's Signature

Administrator or Designee's Signature

ADMINISTRATOR'S RESPONSE _____

Date of Response Administrator's Signature

ADVANCE TO STEP 2

Date Grievant's Signature
Superintendent or Designee's Response _____

Date of Response Superintendent/Designee Signature

ADVANCE TO ARBITRATION

Date Association President's Signature

Date Grievant's Signature

APPENDIX F

APPLICATION FOR TUITION REIMBURSEMENT

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

Name _____ Building Assignment _____

Home Address _____

College Course Taken*

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

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

Name of College or University: _____

Brief description of the course: _____

How does this course relate to my teaching position? _____

Restrictions:

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

Yes _____, No _____.

Applicant/Teacher Date

Approval

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

(Superintendent) (Date)

(Treasurer) (Date)

APPENDIX G

LPDC PROCEDURES

1. PURPOSE AND RESPONSIBILITY

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

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

2. COMPOSITION OF THE COMMITTEE

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

3. SELECTION OF MEMBERS AND FILLING OF VACANCIES

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

4. TERMS OF MEMBERS AND RENEWAL OF APPOINTMENTS

The initial appointments will consist of the following:

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

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

5. CHAIRPERSON, QUORUM AND MINUTES

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

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

6. DECISION MAKING

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

7. MEETINGS

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

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

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

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

8. APPEAL PROCESS

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

9. MASTER AGREEMENT AND TERMS AND CONDITIONS OF EMPLOYMENT

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

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

10. TRAINING

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

11. COMPENSATION

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

STATE OF OHIO

STATE EMPLOYMENT
RELATIONS BOARD

STATE EMPLOYMENT RELATIONS BOARD

2011 JUL -7 P 2: 10

FAIRBANKS EA/OEA/NEA)
(UNION COUNTY))
)
- AND -)
)
FAIRBANKS LOCAL SCHOOLS)
BOARD OF EDUCATION)

NOTIFICATION OF SETTLEMENT
CASE NO: 11-MED-03-0484

Attached is the Contract agreed to and executed by the parties this 27th day of June, 2011, on behalf of the parties thus settling the captioned case. This Contract expires June 30, 2014.

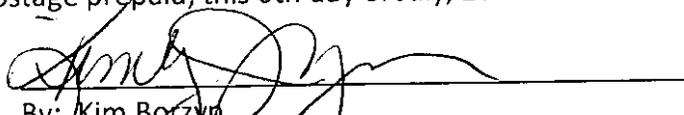
Respectfully submitted,



By: Kim Borzyn
Labor Relations Consultant
Fairbanks EA/OEA/NEA
Ohio Education Association
5026 Pine Creek Drive
Westerville OH 43081
614/895-1041

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Notice and attachments were forwarded to Bob Humble, Superintendent, Fairbanks Local Schools, 11158. St. Rt. 38, Milford Center, Ohio 43045 by regular U.S. Mail, postage prepaid, this 6th day of July, 2011.



By: Kim Borzyn
Labor Relations Consultant



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

MEMORANDUM

TO: SERB, Office of the Clerk
FROM: Kim Borzyn, Labor Relations Consultant
DATE: July 1, 2011
RE: NOTIFICATION OF SETTLEMENT
11-MED-03-0484
Fairbanks Education Association
Fairbanks Local Schools

STATE EMPLOYMENT
RELATIONS BOARD
2011 JUL - 1 P 2: 10

Enclosed please find an original and two (2) copies of the Notification of Settlement along with appropriate copies of the newly-bargained Contract in regard to the above-captioned case.

Please time/date stamp the additional copy attached to this memo and return to our office in the self-addressed stamped envelope provided.

Thank you.

Encls.



STATE OF OHIO

STATE EMPLOYMENT
RELATIONS BOARD

STATE EMPLOYMENT RELATIONS BOARD

2011 JUL -7 P 2:10

FAIRBANKS EA/OEA/NEA)
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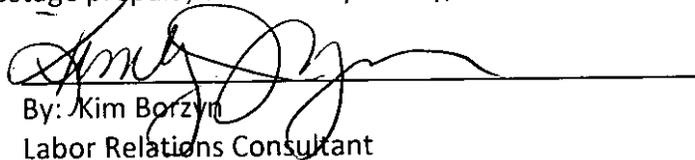
Respectfully submitted,



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