

K#28967

STATE EMPLOYMENT
RELATIONS BOARD

2012 OCT 04 P 4 24

**COLLECTIVE BARGAINING
AGREEMENT**

12-MED-01-0097

1265-01

BETWEEN THE

**FAIRPORT HARBOR
EDUCATION ASSOCIATION**

AND THE

**FAIRPORT HARBOR
BOARD OF EDUCATION**

July 1, 2012

THROUGH

JUNE 30, 2013

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ARTICLE 1 – RECOGNITION

- 1.1 **RECOGNITION AND BARGAINING RIGHTS** - The Fairport Harbor Board of Education, hereinafter referred to as "Board", recognizes the Fairport Harbor Education Association, affiliated with OEA/NEA, hereinafter referred to as "Association", as the sole and exclusive bargaining representative of all members of the bargaining unit hereinafter referred to as "teachers" and "school support personnel," for the purpose of arriving at contractual agreements on wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Contract.

- 1.2 **BARGAINING UNIT DEFINED** - The bargaining unit consists of all certificated personnel of the Fairport Harbor Public Schools and all school support personnel including Maintenance Coordinator, Maintenance, Custodian, Educational Assistant, Nurse, and Secretarial/Clerical of the Fairport Harbor Public Schools exclusive of all full-time supervisory administrative personnel such as the Superintendent, full-time principals, casual employees, superintendent's secretary and assistant treasurer.

- 1.3 **RECOGNITION CHANGES** - This recognition shall continue unless a successor is elected or recognition is withdrawn in accordance with O.R.C. 4117.

- 1.4 **RECOGNITION RIGHTS** - The Fairport Harbor Board of Education recognizes the Fairport Harbor Education Association rights in keeping with the provision of Board adopted policies as they relate to the organization rights of the FHEA and the rights of the individual represented by the FHEA.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

- 2.1 **OPENING NEGOTIATIONS** - Negotiations between the Fairport Harbor Education Association and the Board of Education will begin within ten (10) days of the request of either party but no later than sixty (60) days prior to the expiration of the Contract and no sooner than one hundred fifty (150) days. A copy of the request shall be submitted to SERB.
- 2.2 **NEGOTIATION TEAMS** - Representation at negotiation meetings shall be limited to a team of designated representatives of the Board and a team of designated representatives of the FHEA. Neither party in any negotiations shall have any control over the selection of negotiation team representatives of the other party.
- 2.3 **MEETINGS** - At the first meeting both the Association's and the Board's representatives shall mutually exchange all proposals to be considered during negotiations, and no new items can be submitted by either side unless by mutual agreement. Subsequent meetings between the negotiations teams of the FHEA and the Board of Education will be scheduled at mutually satisfactory times.
- 2.4 **GUIDELINES FOR MEETINGS** - Relevant data, supporting information, proposals, and counterproposals will be presented. Each, in good faith, listens to the views of the other. Both sides agree to provide the other party with relevant data and supporting information within a reasonable time.
- A. Consultants may be used if deemed advisable by either party at the requesting party's expense.
 - B. Interim reports of progress may be made to the FHEA by its representatives and made to the Board of Education by the Superintendent in executive session. Joint press releases and reports to both constituencies may be made by mutual agreement.
 - C. All counterproposals will be in writing.
- 2.5 **AGREEMENT** - When the bargaining teams reach tentative agreement on each issue, the tentative agreement will be reduced to writing. When tentative agreement is reached on all issues, the entire agreement will be signed by the team and submitted for ratification. The Association spokesperson and/or President shall recommend the tentative agreement as a total contract package to the membership of the FHEA or ratification. The Board spokesperson and/or President shall recommend the tentative agreement as a total contract package to the Board of Education for ratification.
- A. The complete tentative agreement shall be submitted for ratification by the parties within seven (7) days of tentative agreement. If the tentative agreement, in its entirety, is not rejected by either the bargaining unit or the Board within seven (7) days from its submission--a maximum of fourteen

(14) days from tentative agreement--the agreement shall be deemed ratified and submitted by the Board to SERB.

B. Acceptance of this Agreement shall be effected by resolution of the Board of Education and by the FHEA. It shall then become a part of the official minutes of the Board and shall be signed by the President of the Board of Education and the Fairport Harbor Education Association and executed.

2.6 **DISAGREEMENT** - In the event of an impasse or forty-five (45) days prior to the expiration date, whichever is sooner, either negotiating party may declare in writing an impasse and request an advisory mediator by a mutual selection or through the Federal Mediation and Conciliation Service (FMCS). Said mediator will be given full authority to assist in bringing the parties to agreement.

A. When agreement is reached through these impasse procedures, it shall be subject to the provisions of Section 2.5.

B. The impasse procedures set forth above constitute the parties mutually agreed upon dispute settlement procedures and shall operate in lieu of any and all settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

2.7 **NO STRIKE CLAUSE** - There shall be no strike, work slowdown, lockout, or any other coercive action by either representatives of the Association or by the Board or its representatives during the term of this contract or any agreed extension thereof.

2.8 **AMENDMENTS** - If changes in this collective bargaining agreement are proposed, fifteen (15) days notification shall be given by the party proposing the changes, in which case changes may be made by mutual consent. It is not the intent of either party hereto to violate any laws of the State of Ohio or of the United States.

ARTICLE 3 – DEFINITION OF TERMS

- 3.1 **SCHOOL BOARD AUTHORITY CLAUSES** - The Board of Education, under law, has the final responsibility of establishing policies for the district.

The Board has complete authority over the policies and administration of the school system which it exercises under the provision of Ohio law and in the fulfilling of its responsibilities under this Agreement.

- 3.2 **CODE OF ETHICS** - The Fairport Harbor Education Association, the administration, and the Board of Education subscribe to the Code of Ethics of their national groups.

The Fairport Harbor Education Association and the Board of Education expect all certificated personnel and school support personnel to abide by these standards.

- 3.3 **COLLECTIVE BARGAINING** - Collective bargaining means conferring, discussing, and resolving problems in good faith by mutual agreement of a Board of Education, or its designated administrative representatives, and recognized teacher organizations.

- 3.4 **GOOD FAITH** - Good Faith means the obligation of a Board of Education, or its designated administrative representatives, and the representatives of a recognized teacher organization to meet at reasonable times and have a sincere desire to reach agreement upon these matters being negotiated. The obligation of a Board or its representatives and the representatives of a recognized teacher organization to meet for the purposes of collective bargaining does not compel either part to agree to a proposal.

- 3.5 **COLLECTIVE BARGAINING AGREEMENT** - This document when adopted by the Board of Education and the Fairport Harbor Education Association shall constitute the collective bargaining agreement establishing the procedure for resolving problems of concern to the Board of Education and the Fairport Harbor Education Association.

- 3.6 **ADVISORY MEDIATION** - Advisory mediation involves the utilization of a person mutually acceptable to both parties as an agent to try to aid in reaching an agreement.

- 3.7 **IMPASSE** - Impasse is defined as the failure of one or both parties to make any substantive movement toward an agreeable position.

ARTICLE 4 – GRIEVANCE PROCEDURE

- 4.1 **DEFINITION** - A grievance is any claim by a member or members of the bargaining unit or Association that there has been a violation, misinterpretation, or misapplication of the terms of the collective bargaining Agreement.

"Days" shall mean working days except during the summer recess in which case days shall be weekdays.

- 4.2 **PURPOSE** - The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances of all professional personnel.

- 4.3 **INFORMAL PROCEDURE** - In the event of a grievance, a member of the bargaining unit should discuss said grievance with the building principal.

- 4.4 **FORMAL PROCEDURE - STEP I** - In order to initiate a formal grievance, the grievant must file a written grievance on the attached form to the lowest level administrator who has the authority to determine the grievance--which may be the Superintendent--within twenty (20) days of the discovery of the event causing the grievance. The administrator may schedule a hearing with the grievant's Association representative if the administrator deems it necessary within ten (10) days of receipt of the grievance. Within five (5) days of the hearing or, if there is no hearing, within ten (10) days of receipt of the grievance, the administrator shall give his/her response in writing to the grievant and the Association representative.

- 4.5 **FORMAL PROCEDURE - STEP II** - If the grievance is not determined at Step I, the grievant may appeal the grievance to the Superintendent unless Step 1 was filed with the Superintendent, then the grievance would be advanced to Step III in writing within ten (10) days of the Step I response. The Superintendent shall hold a hearing within five (5) days of receipt of the appeal. Within five (5) days of the hearing, the Superintendent shall give his written response to the grievant and the designated Association representative.

- 4.6 **FORMAL PROCEDURE - STEP III** - If the grievance is not determined at Step II, the grievant may appeal the grievance to the Board within ten (10) days of the Step II decision. The Board shall hear the grievance in executive session at its next regularly scheduled meeting. The Board shall give its written response within five (5) days of the hearing. (By mutual agreement, Step III may be waived.)

- 4.7 **FORMAL PROCEDURE - STEP IV** - If the grievance is not determined at Step III, the Association may appeal the grievance to arbitration by giving written notice to the Superintendent or his designee within thirty (30) days of the Board's decision and by filing a request for arbitration with the American Arbitration Association (AAA). The arbitration procedures shall be in accordance with AAA's voluntary rules and procedures. The decision of the arbitrator shall be final and

binding on all parties of interest. The fees and expenses of the arbitrator shall be paid by the losing party except where the arbitrator divides the expenses differently. The arbitrator shall not have authority to subtract from, add to, or alter the terms of this contract.

4.8 **GENERAL PROVISIONS**

- A. A grievance shall be reduced to writing and include:
 - 1. The alleged violation, including the specific sections of the Agreement allegedly violated, misinterpreted, or misapplied;
 - 2. Relief sought;
 - 3. Date the grievance was filed.
- B. Association representation may be used by any party involved in the grievance procedure at any level.
- C. Time limits indicated at each step shall be considered the maximum, unless otherwise extended by mutual written agreement of the parties involved.
- D. If the grievant does not present a grievance within twenty (20) days of the discovery of the act or conditions on which the grievance is based, the grievance shall be considered waived. However, this waiver by the grievant is not considered precedent to a future grievance.
- E. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been withdrawn.
- F. Failure of the administration to respond within the time limits stated shall automatically proceed to the next level.
- G. A grievance may be initiated at Step II when the Superintendent determines that the subject of the grievance is not within the realm of the responsibility or control of a building principal.
- H. Resolution of a grievance at any level shall only apply to the stated grievance unless the resolution is applicable to other issues.
- I. Nothing contained in this procedure shall be construed as limiting the rights of the Association and/or staff members who have a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- J. Nothing contained in this procedure shall be construed as limiting the rights of the Association and/or staff members from exercising their legal rights in resolving a complaint or problem which does not involve a "grievance."

- K. No reprisal shall be made against any party involved in the use of this grievance procedure or when exercising his/her rights under provisions of this Agreement.
- L. When it is specified in the procedure that an action shall be accomplished within a specified number of days, the first day of that time period shall be the day immediately following the day of the event which causes the time period to begin.

4.9 **MISCELLANEOUS**

- A. A grievance may be withdrawn at any level without prejudice to other grievances, but the specific grievance, which is withdrawn, may not be reopened.
- B. Forms for processing grievances shall be made available through designated officials of the Association.
- C. Copies of all grievances and responses in writing shall be given to the Association President. Grievances shall be confidential to the grievant, administration, Board of Education, and grievance committee of the Association, subject to Ohio Revised Code 149.43.
- D. In the event the normal time limits might extend the grievance process into a new school year or if the parties mutually agree, it shall be submitted to expedited arbitration according to the AAA rules.
- E. A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, including arbitration, shall be released from regular duties during such participation without loss of salary.

ARTICLE 5 – ASSOCIATION RIGHTS AND MANAGEMENT RIGHTS

5.1 ASSOCIATION RIGHTS

- A. The FHEA and representatives shall have the right to use school buildings for meetings.
- B. Duly authorized representatives of the FHEA shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal instructional programs in keeping with provisions of Building Policy and the Ohio Revised Code.
- C. The Board shall provide a teacher and school support bulletin board in each school building. The FHEA has the right to post notices of its activities and matters of Association concern on such bulletin boards.
- D. The FHEA may use the internal mail system of the school and place Association communications in the mailboxes provided each teacher in the system.

5.2 BOARD OF EDUCATION RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, except as provided below, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing all of the rights identified in O.R.C. 4117.08. These include:
 - 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - 2. Direct, supervise, evaluate, or hire employees;
 - 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 - 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - 5. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
 - 6. Determine the adequacy of the work force;
 - 7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force;
 9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, 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:
1. The terms of this Contract, and
 2. The Ohio and Federal statutory rights of the employee and employer, and
 3. The Constitutional rights of the employee and employer, and
 4. Application of these rights as they are necessary to meet the Board's responsibilities without abuse of authority or abuse of discretion.
- C. And then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the mandatory rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE 6 – EMPLOYMENT PRACTICES

- 6.1 **NONDISCRIMINATION** - The provisions of Board policies and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status, disability, any other protected class status under state or federal law or Association involvement.
- 6.2 **BARGAINING UNIT MEMBERS** - All bargaining unit members shall be guaranteed to receive no less than the highest benefits or work under no less than the best conditions as established by previous negotiations, policy regulations, or practice.
- 6.3 **BARGAINING UNIT MEMBER RIGHTS**
- A. Contracts are to be finalized before activities or year begins.
 - B. A Board Policy Manual will be made available to all staff online. When the Board revises any such policy, bargaining unit members will be notified via email.
 - C. Provided funds are available, budgets will be provided by the building principal to each teacher by May 15th and teachers will submit their purchase orders to the building principal by June 1st for classroom supplies and materials.
- 6.4 **TOBACCO-FREE WORK PLACE**
- A. All Fairport Harbor Exempted Village School District employees shall abide by the tobacco-free campus policy adopted by the Board.

ARTICLE 7 – FAIR SHARE FEE

- 7.1 **NOTIFICATION OF FAIR SHARE FEE** - The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 7.2 **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE** - Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about December 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted each month from January through August and the Employer agrees to promptly transmit all amounts deducted to the Association.
- 7.3 **SCHEDULE OF FAIR SHARE FEE DEDUCTIONS** - Payroll deduction of such fair share fees shall begin at the second payroll in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until their second paycheck. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- 7.4 **TRANSMITTAL OF DEDUCTIONS** - The Employer further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 7.5 **PROCEDURE FOR REBATE** - The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 7.6 **ENTITLEMENT TO REBATE** - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 7.7 **INDEMNIFICATION OF EMPLOYER** - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- A. The Employer shall be given a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;
- B. The Association shall reserve the right to designate counsel to represent and defend the Employer;
- C. The Employer agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- D. The Employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Employee if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 8 – FAIR DISMISSAL

- 8.1 **FAIR DISMISSAL** - The Board may non-renew a limited contract teacher or dismiss a teacher during the term of their contract only after fair practices and due process have been followed.
- 8.2 **DISMISSAL DURING TERM OF A CONTRACT** - The procedure for fair dismissal during the term of a contract shall follow the procedures set forth in Section 3319.16 and 3319.161 O.R.C.
- 8.3 **PROCEDURE FOR NON-RENEWAL** - The procedure for fair dismissal of a non-renewal shall follow the procedures set forth in Section 3319.11 and 3319.111 of the O.R.C.
- 8.4 Teachers not eligible for a continuing contract unless terminated will receive a one-year contract unless the Board of Education on the recommendation of the Superintendent determines to issue a limited contract for a two-year or three-year time period.
- 8.5 **EVALUATION REQUIREMENTS** - Prior to the Board's serving written notice to non-renew a limited teaching contract (on or before April 30) a minimum of two (2) evaluations must have been completed by an administrator.
- A. The first evaluation must be completed on or before January 15 with a written report to the teacher no later than January 25.
 - B. The second evaluation must be completed between February 10 and April 1st with a written report to the teacher no later than April 10.
 - 1. There must be at least two (2), thirty (30) minute observations for each evaluation.
 - 2. The written report of the results of the evaluation must include recommendation for improvement and how the teacher may obtain assistance.
- 8.6 **TEACHER RIGHTS** - A teacher who receives written notice of the Board's intention to non-renew has the right to:
- A. Request a written statement which describes the circumstances leading to the decision to non-renew;
 - B. Request a hearing with the Board;
 - C. An appeal to the Court of Common Pleas;

D. Both the Board and any teacher who receives written notice of the Board's intention to non-renew shall comply with the time lines and requirements as set forth in 3319.11 of the O.R.C.

8.7 **NO REPRISALS** - No reprisals of any kind will be taken by the Board, the Administration, any teacher, or by the Association against any party by reason of participation in the fair dismissal procedure.

ARTICLE 9 – CONTRACTS (SCHOOL SUPPORT PERSONNEL)

- 9.1 **THE CONTRACTUAL STATUS OF EMPLOYEES** in the bargaining unit shall be in compliance with the provisions of Sections 3319.081 and 3319.083 (O.R.C.) except for newly hired employees as stated below once the probationary period has been successfully completed.
- A. Newly hired employees shall be on probationary status for the ninety (90) working days of their employment. During this probationary period, the Board may suspend, lay-off, or discharge with or without cause with no obligation to reinstate during the probationary period. However, if laid off and rehired within six (6) months of the lay-off date, said employees will be credited with the time previously worked toward the completion of his/her probationary period.
 - B. After completion of the probationary status, the employee shall be granted a written contract for a period of not more than one (1) year.
 - C. After completion of the one-year contract, the subsequent contract (if the employee is retained) shall be for two (2) years. Upon completion of the two-year contract (if the employee is re-employed) he/she shall be continued in employment and the salary provided in the contract may be increased but not reduced, unless the reduction is part of a uniform plan affecting all employees of the district (O.R.C. 3319.081).
 - D. The annual salary notice shall clearly specify the annual salary or hourly rate of the employee in compliance with the negotiated salary schedule.
 - E. **SHORT-TERM SUBSTITUTES** - Employees who are hired for the purpose of filling in on a short-term basis when school support personnel are absent due to sick leave or other board-approved leaves shall be called short-term substitutes.
 - F. **LONG-TERM SUBSTITUTES** - Employees who are hired for the purpose of filling long-term leaves of absence for school support personnel may be paid at the short-term substitute rate for up to sixty days. Beginning with the 61st day of employment in the same job classification, the employee shall have all the rights and benefits including placement on the school support personnel salary schedule and fringe benefits in this collective bargaining agreement. The long-term substitute shall also be subject to the fair share fee provision after being employed more than 60 days in the same classification. Payroll deduction of the fair share fee shall begin on the second (2nd) pay date in January or the first pay date after the employee completes sixty (60) days in the same assignment if the employee has not completed the 60 days prior to January 15. If an employee is rehired for a second year and had completed 120 days of substitute service in the previous year, the employee shall be hired as a regular employee with full credit for the year of experience and seniority.

ARTICLE 10 – PERSONNEL FILES

10.1 **OFFICIAL PERSONNEL FILES** - There shall be in the office of the Superintendent of Schools the official personnel files for each bargaining unit member in which shall be deposited the following items:

- A. Application for employment, including references;
- B. Copy of latest contract, properly signed;
- C. Ohio teaching certificate;
- D. College transcripts;
- E. Written statements regarding conferences, together with any written replies thereto;
- F. Performance record to include the principals' appraisal of work and growth according to the formal evaluation procedure;
- G. Signed letters of complaints may also be included after notification to the bargaining unit member and a conference held. If the bargaining unit member requests, the bargaining unit member's statement regarding the complaint shall also be included.

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

10.2 **OFFICIAL RECORDS** - The official records of the Fairport Harbor personnel are maintained as "open files" to the employee, and any information not classified as confidential by law may be examined by the employee to whom it relates upon request. Appointments are to be scheduled and files are to be examined in the presence of the Superintendent, the Treasurer, and/or the building principal. Such files shall not be taken from the administrative complex.

10.3 **ADDITIONS TO FILE AND COPIES** - Bargaining unit members will be notified of any additions to their personnel file. The bargaining unit member may obtain a copy of anything in his/her personnel file not deemed confidential by law upon reasonable request.

ARTICLE 11 – TRANSFERS AND ASSIGNMENT

- 11.1 **TEACHER TRANSFER** - The Fairport Harbor Board of Education recognizes that from time to time it may be in the best interest for the educational program to transfer members of the bargaining unit from one assignment to another or from one location to another.
- 11.2 **INVOLUNTARY TRANSFERS** - The Board hereby authorizes the Superintendent to provide necessary reassignment of members of the bargaining unit. Such transfers shall be made with the consultation by the Superintendent, principals, FHEA representative and members of the bargaining unit directly involved, at which time the members will be given written reason(s) for the transfer. Involuntary transfers shall be made according to seniority unless they conflict with the instructional requirements and best interest of the school, and only after volunteers have been sought. If a member believes he or she has been dealt with in an arbitrary, unreasonable, or unnecessary manner, he or she may follow the established grievance procedure. No involuntary transfers of teachers shall occur within the time period beginning two weeks prior to, and continuing through, the school year except in case of emergency.
- 11.3 **VOLUNTARY TRANSFERS** - Voluntary transfers shall be initiated by members of the bargaining unit. Requests for voluntary transfers shall be in writing and filed within ten (10) days of the posting of vacancies. Vacancies shall be posted by each building principal as soon as they are officially notified of the impending vacancies. The requesting party shall receive within five (5) days a response to his requested transfer. Such response shall be dated and shall state that the transfer is approved and when it will be effective; or shall be a postponement of the request until a future date with reason(s). If a voluntary transfer is denied, the affected member shall be given written reasons for the denial. If the member believe he or she has been dealt with in an arbitrary, unreasonable, or capricious manner, he or she may file a grievance.
- 11.4 **SENIORITY** - All transfers, both voluntary and involuntary, shall be made by seniority preference unless they conflict with the requirements and best interests of the school district provided however that no bargaining unit member may be assigned to or transferred to a position if he/she does not hold a valid certificate or is not qualified for the position.

ARTICLE 12 – WORKING CONDITIONS (SCHOOL SUPPORT PERSONNEL)

12.1 The workday shall be a maximum of eight (8) hours which shall include a minimum forty (40) minute duty-free lunch period. The workweek shall be a regularly scheduled five (5) consecutive day period that may include Saturday.

12.2 The work year shall be:

- A. Twelve (12) month employees - 260 days including 12 holidays
- B. Nine (9) month employees - 177 student days + 2 pre-service days + 8 holidays
- C. Secretaries - 212 days including 9 holidays
- D. Nurse - 177 student days + 2 pre-service days

12.3 **OVERTIME PAYMENT** - An employee who is scheduled by his/her supervisor(s) to work beyond the scheduled workday as defined herein shall be paid overtime in accordance with the following:

- A. Work in excess of forty (40) hours in a normal workweek, as defined herein, shall be paid at one and one-half (1-1/2) times the employee's hourly rate.
- B. Work on Board of Education approved Sunday, holidays, shall be paid at two (2) times the employee's hourly rate.
- C. Overtime payment requests that are turned in for credit by noon on Monday shall be included in the next paycheck.
- D. Employees who are directed in writing to work at home before or after their normal working hours shall submit timesheets for overtime payment.

12.4 **VACATION**

- A. **TIME** - All full time (12 months) employees shall be granted paid vacation in accordance with the following schedule:

Years of Employment/Vacation Time

- After 1 year - 2 weeks (10 workdays)
- After 5 years - 3 weeks (15 workdays)
- After 11 years - 4 weeks (20 workdays)
- After 20 years - 5 weeks (25 workdays)

- B. **UTILIZATION** - Employees may utilize vacation at any time during the calendar year. When operational needs necessitate, the Superintendent may limit the number of employees on vacation at a given time. In those situations when the number must be limited, seniority will be the sole factor in determining the granting of vacation. Vacation days shall accrue on a monthly basis beginning with the first month of employment and thereafter

every July 1. Vacation days may not be used during the ten (10) workdays prior to the start of the student school year or the ten (10) workdays prior to the close of the student school year.

- C. **CARRYOVER** - Unused vacation may be carried over to the following year but shall be used within the carryover year. Accumulated vacation shall not exceed the number of vacation days which could be accumulated in two years.

12.5 All other terms and conditions of employment that are currently in effect shall remain in effect and shall be considered as part of this Collective Bargaining Agreement.

12.6 **CALAMITY DAYS** - Classified employees unable to report for work on calamity days due to weather conditions shall not be required to use sick leave or any other leave provision of this master contract and shall be paid at their per diem rate for such time.

12.7 **PAID HOLIDAYS**

- A. **PAID HOLIDAYS** - All twelve-month employees shall be paid their regular rate of pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

- B. All ten-month employees shall be paid their regular rate of pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

- C. All nine-month employees, except the nurse, shall be paid their regular rate of pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

- D. On any holiday falling on a weekend, the employee shall receive either the preceding Friday or the following Monday off with pay.

12.8 **DISCIPLINE**

- A. Any discipline administered to an employee shall be for just cause.
- B. Prior to administering discipline, employees shall have the right to a meeting with the superintendent or his/her designee to discuss the reason(s) for the intended action. The employee may have an association representative present and shall have an opportunity to respond to the charge(s).
- C. An employee may be disciplined for the following grounds:

- Violation of written Board rules and/or regulations
- Dishonesty
- Incompetence
- Inefficiency
- Immoral conduct in the performance of their assigned duties
- Insubordination or neglect of duty

The standard of proof shall not be less than that provided under ORC 3319.081.

- D. The principles of progressive discipline shall be followed.
- E. The discipline shall be commensurate with the offense.
- F. Types of discipline may include a verbal warning, a written warning placed in the employee's personnel file, or suspension of duties with or without pay.
 - 1. Verbal warning must be in the presence of an association representative and then recorded in the administration file (not employee personnel file).

G. Terminations of non-teaching employees shall be handled in accordance with ORC 3319.081.

12.9 The district shall maintain a minimum of one (1) Custodian position in each building, these positions can be either a Custodian I or II.

ARTICLE 13 – REDUCTION IN FORCE (RIF) (CERTIFICATED STAFF)

13.1 REDUCTION IN FORCE PROCEDURES

A. General:

When the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in accordance with the system outlined in Section 3319.17 of the Ohio Revised Code.

B. Attrition:

To the extent possible, the number of employees affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire, resign or are non-renewed. However, in the best interests of the district, it may be necessary for the Board to hire replacements for certain positions left open by way of retirement, resignation or non-renewal, particularly where a current employee may not possess the desired licensure, qualifications or experience for the position.

C. Reduction Process:

1. Reductions not achieved through attrition will be made by the Board first determining what positions or educational areas will be reduced and then by determining which individuals will be affected. The Board shall, within each teaching field affected, give preference to teachers with continuing contracts and to those with greater continuous seniority. Within each teaching field affected, reductions shall be made first of limited contract personnel and then of continuous contract personnel. Reductions shall occur in reverse seniority order. In each teaching area system-wide, continuous seniority shall be given preference.
2. If a teacher has more than one area of certification/licensure and would be reduced from his/her current position as part of a reduction in force, s/he will have the right to bump the least senior employee in another area for which s/he possesses the certification/licensure required by that position.

D. Notice:

The affected employee shall be given no less than sixty (60) calendar days of notice prior to the effective date of a reduction in force and suspension of his/her contract. At least ten (10) calendar days prior to the Board's action on a proposed reduction in force, the Superintendent shall meet with a FHEA representative to review the proposed reduction in force.

E. Recall:

Each teacher so laid off shall be placed on a rehiring list determined by continuous seniority and certification requirements for a period of three (3) employment years (September 1 – August 31) plus the remainder of the employment year in which he/she was laid off. The employee shall be

called in reverse order of reduction for any position that becomes available for which one is fully qualified before any permanent teacher (full-time, part-time, or substitute) is hired. A teacher on this list who refused a full-time assignment for which he/she is fully qualified shall waive all future recall rights. All layoffs shall be by suspension of contract and shall occur in May of each school year or, if necessary, later in the summer.

F. **Seniority:**

Seniority shall be determined by the length of continuous service in the system. If two or more teachers have the same length of continuous service, then seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired, and then by
2. Application date.
3. Flip of a coin by Association President.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or RIF.

G. **Deficit Projections Process:**

In the event the financial projections reflect a deficit in the upcoming school year, the District shall meet with representatives of the Association to share its financial data by January 31 of each year.

If the financial projections remain the same in March, the Association's bargaining team will meet with the District's team to negotiate any alternatives up to and including a possible reduction in force.

The timeline for said negotiations shall be no longer than fifteen (15) days. Both the Board and the Association memberships shall vote on any recommendations from these negotiations.

ARTICLE 14 – REDUCTION IN FORCE (RIF) (SCHOOL SUPPORT PERSONNEL)

- 14.1 When the Board of Education determines that a reduction of personnel or hours becomes necessary, the following procedure shall govern.
- A. The affected employee(s) shall be given at least sixty (60) days prior notice of a reduction of force or hours. At least ten (10) calendar days prior to the Board's action on a proposed reduction in force, the Superintendent shall meet with a FHEA representative to review the proposed reduction in force.
 - B. Employees in the affected classification will be reduced on the basis of seniority.
 - C. Employees so reduced will have the right to "bump" the least senior employee in any other lower or equal paid classification if he/she is qualified to perform the full scope of the classification requirements.
 - D. The rate of pay shall be determined by the negotiated salary schedule.
 - E. When an employee "bumps" another employee the rate of pay shall be determined by placing them in the new classification at the step closest to the amount of money that they were making in the previous classification without taking a loss of pay unless the new classification's highest rate is less than what the employee is currently making.
 - F. To exercise his/her bumping rights, an employee shall notify the superintendent or his/her designee, in writing, within ten (10) working days after notification of the reduction by the Board.
 - G. Employees shall be recalled from layoff in reverse order of layoff provided the employees are qualified to perform the full cope of the classification requirements. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Board's records. The recall notice shall state the time, place, and date at which the employee is to report back to work. The employee shall be given at least five (5) days, exclusive of Saturdays, Sundays, and holidays, from the delivery date or attempted delivery date of the notice to report to work. Failure to report within the required time shall result in the employee forfeiting the job.
 - H. An employee's name shall remain on the recall list for a period of thirty-six (36) months. If offer of recall is refused, the employee's name shall be eliminated from the recall list, however, a full time employee who is laid off has the option of returning to a part time vacancy, or a position with a lower pay scale or remaining on the recall list.

I. **Deficit Projection Process:**

In the event the financial projections reflect a deficit in the upcoming school year, the District shall meet with representatives of the Association to share its financial data by January 31 of each year.

If the financial projections remain the same in March, the Association's bargaining team will meet with the District's team to negotiate any alternatives up to and including a possible reduction in force.

The timeline for said negotiations shall be no longer than fifteen (15) days. Both the Board and the Association memberships shall vote on any recommendations from these negotiations.

ARTICLE 15 – ABSENCES AND LEAVES

- 15.1 **SICK LEAVE** - Each bargaining unit member of the Board of Education shall be entitled for each completed month of service to sick leave of one and one-fourth (1-1/4) days with pay.
- A. The unused portion of sick leave is subject to unlimited accumulation.
 - B. Each member of the bargaining unit shall be credited with one and one-quarter (1-1/4) days of sick leave per month and their total accumulation shall be reported on the last pay date of each month.
 - C. In addition, new members of the bargaining unit and any member of the bargaining unit who exhausts their sick leave during the course of the school year, shall be advanced the number of sick leave days that they will accumulate during the remaining part of the school year. In no case shall this be more than fifteen (15) days.
 - D. A bargaining unit member who is absent because of illness and whose position has not been terminated, as provided by law, is still in service of this district, and accumulates sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for one or all of the following reasons:
 - 1. Personal illness
 - 2. Pregnancy – (See H.)
 - 3. Injury
 - 4. Exposure to contagious disease which could be communicated to others, or
 - 5. Absence due to illness, injury, or death in the employee's immediate family (O.R.C. 3319.141).
 - E. The immediate family is defined as husband, wife, children, mother, father, sister, brother, step-family, parent-in-law, son-in-law, daughter-in-law, and member of the same household.
 - F. Upon return from sick leave, each employee of the Board of Education shall furnish a satisfactorily signed statement indicating that the employee was absent for just cause and shall, upon request, give the name and address of an attending physician if medical attention was required.
 - G. If a review of sick leave usage indicates that an employee's use of sick leave is excessive, the District shall have the right to request a written statement from the employee's physician.
 - H. Pregnancy – Sick leave may be used for a period of six (6) weeks following delivery. Sick leave extended beyond six (6) weeks will be granted with a

written certificate from the employee's physician confirming the necessity of said absence.

- I. When an employees' own personal illness creates the need for a leave bank the Association President shall notify the need to the Superintendent who will establish the procedures members will use to donate days to the affected member. It is understood that donated days shall count as used days under the Attendance Bonus provision of this contract and in the total annual allocation of days.
- J. Attendance Bonus Plan – Bonus pay will be calculated in the following manner:

Employee is absent zero (0) days per year	\$1,000.00
Employee is absent one (1) day per year	\$ 750.00
Employee is absent two (2) days per year	\$ 600.00
Employee is absent three (3) days per year	\$ 450.00
Employee is absent four (4) days per year	\$ 300.00
Employee is absent five (5) days per year	\$ 150.00

15.2 **PROFESSIONAL LEAVE** - Professional leave may be granted to bargaining unit members for educational conferences, professional meetings, attending to school business, or visits to other schools. Such approved absences shall be without loss of pay and shall not be deducted from sick leave time. Requests for professional leave occurring during the summer shall be submitted to the Superintendent for consideration.

- A. **REQUESTS FOR PROFESSIONAL LEAVE** - Requests for professional leave shall be made in writing to the building principal and must be accompanied by an estimated expense form.
- B. **REIMBURSED EXPENSES** - When money is available, a fair amount will be allowed for expenses. Reimbursed expenses include transportation, shelter, and meals. A registration fee for a conference or meeting may be included if it does not cover membership. A statement of expenses must be submitted to the Superintendent. Such expenses shall be evaluated on the basis of reasonableness. Receipted bills for lodging must accompany the statement of expenses,

15.3 **PARENTAL LEAVE** - Leave without pay for a period not to extend two (2) complete school years shall be granted to bargaining unit members requesting parental leave which includes adoption. The date established for the beginning of such leave shall be determined by the bargaining unit member. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin or as soon as the employee becomes aware of the need for the leave, whichever is later.

The Board may require that the termination of such leave coincide with the end of a school year, the end of a semester, or some other time that coincides with the Board's need to avoid disruption of the studies of the students. A bargaining unit member in the second year of leave shall notify the Superintendent in writing by April 15 of their intent to return to service at the beginning of the next school year. This provision shall not be construed to require return while illness or disability precludes their return.

Upon return to service, the bargaining unit member shall resume the contract status which was held prior to such leave, and every effort will be made to return the bargaining unit member to the same or equivalent position held prior to the leave.

15.4 **SABBATICAL LEAVE** - Believing strongly that the improvement of instruction rests upon continual study on the part of the professional staff, the Board of Education supports the principle of sabbatical leave and will subsidize granted requests with the difference between the annual salary of the teacher granted the sabbatical leave and the teacher hired to replace the teacher on sabbatical leave (Ohio Revised Code Section 3319.131) providing a satisfactory substitute teacher can be found.

- A. The Superintendent may recommend only one certificated staff member each year for this academic privilege under the following conditions:
1. A tentative request must be submitted to the Superintendent on or before March 15. A formal request must be submitted before May 1. The leave, if granted, will take effect the succeeding school year.
 2. The Superintendent will consider these requests in the time order in which they are received between March 15 and May 1.
 3. The letter of request shall contain the name of the college or university involved, the type of academic effort intended, and the time schedule to be observed.
 4. The teacher must hold a professional certificate and have served in the school system seven (7) years and must guarantee that he/she will return to serve the school system for a period of three (3) years or forfeit the entire amount of the original subsidy.
 5. Upon careful study and with the advice of the administrators involved, the Superintendent will submit at the May meeting to the Board of Education a positive resolution relating to individual request for a sabbatical leave. The requests must be accompanied by the necessary guarantee.
 6. The teacher will be notified immediately of the action of the Board of Education.

7. For salary classification, one year of sabbatical leave will be considered one year of teaching experience.

15.5 **PERSONAL LEAVE**

- A. Bargaining unit members may be granted four (4) days of non-cumulative personal leave per year. All four (4) days will be unrestricted. Written request for personal leave shall be made through the building principal to the superintendent at least one (1) week in advance of the anticipated absence, except in emergency.
- B. For the purpose of personal leave utilization, the year shall be defined as July 1 through June 30.
- C. Each unused personal leave day shall be automatically converted to one (1) sick day and added to the bargaining unit member's accumulated sick leave. A form will be provided to each bargaining unit member who may fill it out to expedite the process. The bargaining unit member will be notified in writing of the conversion on or before July 31 each year and shall be provided with their total accumulation of sick leave.

15.6 **JURY DUTY LEAVE** - When a member of the bargaining unit serves as a juror, the Board shall pay that person's regular compensation and receipted parking fees. The bargaining unit member shall pay to the Board the compensation received from jury services.

15.7 **ASSAULT LEAVE** - The Board of Education will provide up to ten (10) days, at the discretion of the Superintendent, assault leave, wherein a bargaining unit member who is absent due to physical disability resulting from an assault by a student which occurs in the course of an employee's Board employment will maintain the bargaining unit member on a full-pay status during the period of such absence under the following provisions:

- A. The bargaining unit member who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education (Attachment H) to justify the use of assault leave.
- B. A certificate stating the nature of the disability and its duration from a licensed physician shall be required before assault leave can be approved for payment.
- C. Falsification of either a written, signed statement or a physician's certificate shall be grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.
- D. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Revised Code

or leave granted under regulations adopted by the Board of Education pursuant to Section 3319.08 of the Revised Code.

E. Physical assault must be reported, at the time of occurrence, to the school nurse and principal.

15.8 **ASSOCIATION LEAVE** - Five (5) days per year shall be granted with pay to elected or designated representatives of FHEA for the purpose of attendance at meetings or participation in the business of professional organizations affiliated with FHEA. The Board shall pay the cost of substitute teachers or substitute school support personnel.

15.9 **FAMILY AND MEDICAL LEAVE** - The Fairport Harbor Exempted Village School District Board of Education agrees to provide leave in accordance with the final rules promulgated under the act.

A. A year shall be defined as the twelve (12) month rolling period of time.

B. Prior to the usage of leave under FMLA, a bargaining unit member must have exhausted all applicable paid leave.

C. Alleged violations of this provision shall be resolved only through Article 3, (Grievance Procedure) of this contract.

D. Upon written approval of the Superintendent, a member, while on a leave of absence (FMLA or extended sick leave), may provide assistance that would be in the best interest of the students without expectation of compensation.

Bargaining unit members must have a conference and written approval from the Superintendent in order to extend a supplemental contract during an approved leave of absence.

ARTICLE 16 – TEACHER'S DAY AND HOURS

16.1 **TEACHER'S DAY** – Beginning with the 2010-2011 school year all teachers' scheduled work day shall be no longer than seven (7) hours and thirty-five (35) minutes. No teacher's scheduled work day shall begin before 7:00 a.m. These minutes may include:

- Passing time
- Instruction classes
- Supervision assignments
- Administrative assignments
- Homeroom
- Lunch
- Planning/conference time
- Travel time
- Collaborative time
- Principal's meetings (limited to one per month)

The teacher day at Harding shall begin no earlier than 7:30 A.M. with forty (40) minutes of collaboration and end at 3:05 P.M.

Each teacher will be granted one (1) forty (40) minute planning period and one forty (40) minute lunch; these will be adjoining when practicable.

Each teacher will be assigned the annual equivalent of six (6) Carnegie units of instruction in their core instructional area and any combination two (2) forty (40) minute periods of duty or instruction in an elective.

Any teacher assigned to an additional Carnegie unit of core instruction will be given an overload payment of \$2,000.00 upon its completion.

One hundred twenty (120) hours of instruction are required to grant a Carnegie unit of credit. This can occur as forty (40) minutes a day for one hundred eighty (180) days or eighty (80) minutes a day for ninety (90) days.

Collaboration time – All teachers shall begin each day with forty (40) minutes of time for collaborative meetings. Though the principal shall be afforded the flexibility to use this time for a variety of staff development methodologies, teacher input will be considered and at least two (2) of these meetings will be comprised of small groups of teachers working interdependently on improving student achievement.

Prior to May 15, each building may designate a representative to meet with their building administrator to collaboratively work on the following school year's lunch schedule.

A staggered start/finish time may be extended to any/all Social Workers, Counselors, Title I Staff, Speech Therapist, Nurse, Occupational and Physical Therapists upon the needs of students at either/both schools. Flexible scheduling will be available to all instructional staff upon mutual agreement between staff and Board.

- 16.2 **TEACHERS' LUNCH** - All teachers shall have an uninterrupted daily, duty-free lunch period of no less than forty (40) minutes.
- 16.3 **PREPARATION TIME** – All teachers shall have an uninterrupted daily, duty-free preparation time of no less than forty (40) minutes. Every reasonable effort will be made to insure that no secondary teacher will be assigned more than three (3) preparations.
- 16.4 **TEACHERS WHO TRAVEL BETWEEN BUILDINGS** - Teachers who travel shall have sufficient time (fifteen (15) minutes per trip between buildings) provided in addition to his/her lunch and planning time.
- 16.5 **TEACHERS LEAVING THE BUILDING** - Teachers are free to leave the building during their lunch periods. Teachers may leave the building during their preparation time after approval by the building Principal or his/her designee.
- 16.6 **TEACHERS' YEAR** - The teachers' year shall consist of one hundred eighty-four (184) days of service as prescribed in the official calendar adopted by the Board of Education, which shall not include more than one hundred eighty (180) student contact days. Four (4) days shall be for in-service/preparation time which shall be the first and last day of school and one day at the end of the first semester and an election day professional development. Days when schools are closed for students because of a calamity shall be deducted from the hundred eighty-four (184) required teacher days provided there are no less than one hundred seventy-five (175) student contact days. Calamity days in excess of the state law will be made up beginning with the last teacher day.
- 16.7 **PARENT TEACHER CONFERENCES** – Parent teacher conferences shall take place on two (2) non-consecutive days, each being scheduled in the fall between the hours of 3:00 p.m. and 8:00 p.m. and no longer than three (3) hours each. The fall parent-teacher conferences shall not be scheduled prior to the end of the first nine (9) weeks of school. Parent teacher conferences shall take place on two (2) non-consecutive days, each being scheduled in the spring between the hours of 3:00 p.m. and 8:00 p.m. and no longer than three (3) hours each. The spring parent-teacher conferences shall not be scheduled prior to the third nine weeks interim reports. In the event that open house is scheduled during the year, there shall be only one (1) spring parent teacher conference scheduled.

The Board and the Association will determine when to schedule the two days which will be identified as compensation days for parent conferences.

16.8 **AFTER SCHOOL EVENTS** - Each member of the bargaining unit shall attend a minimum of four (4) after school events each school year. In addition, all certificated staff shall attend the annual open house which shall be held within the first three weeks of the school year. All secondary and specialists teachers assigned to Harding High School may choose from the following type of events: concerts, plays, sporting events, graduation, etc. All of the above mentioned programs shall follow the guidelines set out by their respective departments, and the rules and regulations of the Board of Education. Any additional before school, after student dismissal, evening, and weekend activities shall be on voluntary basis. No member of the bargaining unit may be negatively evaluated for failure to attend.

ARTICLE 17 – TEACHERS’ LOAD AND ASSIGNMENT

- 17.1 **CLASS SIZE** - It is the intent of the Board of Education to maintain the best ratio possible consistent with quality education, the Board's responsibility to the will of the taxpayer, and State Department of Education standard. Teachers who believe that his/her class size is unreasonable based on the above sentence may appeal.
- 17.2 **CLASSROOM ASSIGNMENT** - Realizing that the number of classroom assignments have a significant relationship to the quality of education, the Board of Education will make every effort to provide a suitable number of preparations and classes for each teacher. However, the number of preparations and classes and may vary when necessary from department to department and from building to building. When the norms differ, the building principal will attempt within the assigned number of teachers, to equalize the load in accordance with the lower norm in the system. When a teacher is assigned to more than the norm, every effort will be made to adjust that teacher's load to include additional preparation time.
- 17.3 **NOTICE OF CLASSROOM ASSIGNMENT** - All teachers shall be given written notice of their instructional assignments, made by the Superintendent, for the forthcoming year not later than two (2) weeks prior to the school year or term affected.
- 17.4 **SUMMER SCHOOL AND ADULT EDUCATION ASSIGNMENTS** - Any assignments in adult education or summer school shall not be obligatory but shall be with the consent of the teacher.
- 17.5 **TEACHER ASSIGNMENT AND RESPONSIBILITIES** - All teachers assigned to a building are directly responsible to the principal of that building. All teachers are subject to homeroom and/or classroom assignments and when so assigned shall handle all details of record, attendance, supervision and other matters related to the assignment. Teachers not assigned to homerooms or classrooms may instead be assigned to the appropriate responsibilities except during their preparation time. Teachers have a reasonable responsibility for all school property and equipment. Teachers shall complete all necessary school reports and records. Teachers shall participate in all appropriate parent-teacher conferences. Teachers have a reasonable responsibility for the supervision of students in all areas of the school buildings or the school property day or night, if present, and will be assisted in all proper, reasonable, and legal means to secure these ends. If teachers are directed to make phone calls to a student's home/parent, the Board will provide a private and confidential area with a phone. Teachers will not be required to make phone calls after their contractual day or on their own cell phones.
- 17.6 All special education teachers shall be provided with the equivalent of two (2) release days to work on IEP responsibilities. This release time must be approved in advance by the administration.
- 17.7 **HALF-TIME OR PART-TIME TEACHERS** - School district employees may be hired as full-time, one-half time, or part-time personnel, including single course special instructors. The employment of part-time personnel may not negatively affect regular or half-time teachers. Part-time personnel will be limited to no more than an average of ten (10) hours of instruction per week. A half-time employee shall only be

assigned one-half of the student contact time of the full-time teacher and shall have proportionate non-duty time. The half-time employee's time shall be continuous. Part-time teachers, including single course special instructors, may be hired at a pro-rated based upon placement on the salary schedule at B.A. Step 0. However, up to two (2) part-time teachers in non-core subjects may be hired not to exceed fifteen (15) hours of instruction per week.

17.8 **PLANNING/CONFERENCE PERIOD SUBSTITUTES**

- A. Fully certificated substitutes will be employed for absent bargaining unit members. When this is not possible, the building principal may assign a staff member to substitute teaching duties during their regular assigned planning time--which includes time when an elementary specialist is scheduled to be present. Volunteers will be sought first. Teachers will be paid per §22.12 of this Agreement per period of substitute teaching duties.
- B. If it is not possible to hire a substitute and no teacher volunteers to give up his/her planning period, students may be placed in existing study halls with no additional compensation unless at least seven (7) or more students are added and that the resulting study hall enrollment exceeds twenty (20) students for that period. If the latter is true, then the study hall teacher shall be paid per §22.12 of this Agreement per study hall period.

Absent teacher's students will not be placed in another teacher's class.

If a teacher volunteers to give up his/her planning period, that teacher shall be paid per §22.12 of this Agreement per period.

Students may be divided between other classes, preferably in that grade level, or assigned to a teacher(s) volunteering to accept them. Teachers receiving students for the entire day shall be paid fifty dollars (\$50.00) per day.

RESTRICTION - There will be no compensation paid for a cooperative arrangement between two (2) teachers to fill in for each other.

- 17.9 **LONG-TERM SUBSTITUTE** - A "substitute" may be hired for the replacement of an absent teacher in order to preserve that teacher's position or to fill a temporary need such as during a recruitment period. Substitute teachers shall be paid at the Board-adopted substitute rate. If a substitute teacher is placed in a long-term assignment, he/she shall be given a "long-term substitute" limited contract after teaching either sixty (60) consecutive days in one specific assignment. This long-term limited contract teacher shall have the rights and benefits including placement on the salary schedule and fringe benefits in this collective bargaining agreement, except that he/she is not entitled to due process in a nonrenewal nor is he/she entitled to layoff or recall rights. However, if the employee is rehired for a second year and had completed 120 days of substitute service in the previous year, the employee shall be hired as a regular teacher with full credit for the year of experience and seniority. The long-term substitute shall be subject to the fair share fee provision of this contract after teaching sixty (60) days in the same assignment. Payroll deduction of the fair share fee shall begin on the second

(2nd) pay date in January or the first pay date after the employee completes sixty (60) days in the same assignment if the employee has not completed the sixty (60) days prior to January 15.

17.10 **ENTRY YEAR PROGRAM** – First year teachers will participate in an Entry Year program as established by the parties in accordance with Ohio law.

A. **DEFINITIONS**

1. Mentor – a teacher who will be providing assistance to an Entry Year Teacher.
 2. Entry Year Teacher – a teacher usually in the first year of employment under a teaching license.
- B. Mentors shall perform the duties identified in the Mentor job description.
- C. The Board shall provide the Mentor the equivalent of up to two (2) release days per school year to observe and assist Entry Year Teachers. The two (2) release days shall be in addition to any training received by the Mentor. Requests for release time must be submitted to the Building Principal.
- D. The position of Mentor will not be subject to posting requirements of the agreement. Building principals or the Superintendent shall select Mentors and assign them to Entry Year Teachers.
- E. Should any dispute occur between an Entry Year Teacher and a Mentor, the Entry Year Teacher and Mentor shall meet with the Building Principal to discuss the matter. If the parties are unable to resolve the matter, the parties shall meet with the Superintendent, whose decision shall be final.
- F. The Mentor shall receive a stipend of Six Hundred Dollars (\$600.00) per year to be paid in the June 30 regular pay.

17.11 **INDEPENDENT STUDY** – Any certificated staff member assigned a student to independent study shall be paid two hundred dollars (\$200) per student per class. Compensation will be paid with the first pay in February and the first pay in July for each semester.

ARTICLE 18 – SCHOOL CALENDAR

- 18.1 **TEACHER INPUT** - Before submitting the annual school calendar recommendations to the Board of Education, the Superintendent shall seek input from the FHEA. The Superintendent shall also notify the FHEA prior to recommending a change in the calendar during the school year so that the FHEA may, if it chooses, request that the administration consider recommended changes in the calendar to the Board.

The Fairport Harbor Education Association will be consulted in an attempt to coordinate the workdays and parent conferences at both Harding and McKinley.

- 18.2 **NEOEA DAY** - The Fairport Harbor Board of Education recognizes NEOEA Day as a professional day and grants this day without pay.
- 18.3 Teachers shall attend the November election day professional development with the topic to be determined by the district Leadership Team in exchange for the ability to depart as soon as they complete their check-out on the last day, or if prepared, the last student day.
- 18.4 Last days for teachers – criteria for attendance on this day will be considered met, once checkout responsibilities are completed and the principal or designee has signed off on their exit sheets unless this day is used to replace a calamity day.

ARTICLE 19 – SENIORITY

- 19.1 Seniority shall be determined by the length of continuous service in the system. If two or more employees have the same length of continuous service, then seniority will be determined by:
- A. The date of the Board meeting that the employee was hired, and then by
 - B. Application date
 - C. Flip of a coin by the Association President
- 19.2 Length of continuous service will not be interrupted or affected by authorized leaves of absence or RIF.
- 19.3 The Administration shall provide to the FHEA President on or before October 1 of each school year a seniority list, which includes all bargaining unit members. Said seniority list may be posted in each building by the FHEA President.

ARTICLE 20 – JOB POSTING

- 20.1 **BARGAINING UNIT VACANCY** – A vacancy will be defined as:
- A. Death of a bargaining unit member.
 - B. Retirement and/or resignation of a bargaining unit member.
 - C. Extended leave of absence (full year) of a bargaining unit member.
 - D. Creation or restoration of a bargaining unit position.
 - E. Non-renewal, termination of a bargaining unit member.
 - F. Transfer or promotion of a bargaining unit member.
 - G. Vacant or new supplemental position if position is to be filled.
- 20.2 **BARGAINING UNIT POSTING OF VACANCY(IES)** – The Superintendent or his/her designee will notify the Association President of vacancies as they occur. In addition, each vacancy shall be posted for seven (7) working days, excluding Saturday, Sunday and holidays, on bulletin boards adjacent to employee mailboxes in both buildings and via e-mail to all FHEA members. During the summer months through August 15, vacancies will be mailed to the appropriate bargaining unit members with their paychecks.
- 20.3 **FILLING OF A VACANCY** – Vacancies shall be filled by seniority unless the applicant does not meet the requirements and/or qualifications and is in the best interest of the school district as determined by the Superintendent.
- 20.4 Interested employees may make written application to the Superintendent's office. Interviews shall be granted to all employees who meet the job qualifications and who apply. All postings must include a deadline for filing and state the classification and/or certified position.

ARTICLE 21 – TEACHER ASSISTANCE PROGRAM

EVALUATION – “The Fairport Harbor Schools Teacher Growth Model” is to be piloted district-wide during the 2012-13 school year. By May 1, any revisions to this model shall be given to the Race to the Top Transformation Team. It will be the responsibility of this team to make and recommend any revisions to be piloted in the 2013-14 school year.

The Fairport Harbor Schools Teacher Growth Model shall be attached to the contract as Attachment J.

Timelines and procedures for evaluations shall be as designated in Article 21 of the Negotiated Agreement.

21.1 **GENERAL PHILOSOPHY** - The quality of a school system is dependent upon a quality faculty. A teacher assistance program is one procedure designed to encourage and assist teachers toward achieving that quality. Principals are the key to the effectiveness of such an appraisal program. They, along with the faculty, should always carefully analyze a teacher's performance so that we never become complacent and satisfied with what "is", but rather always strive toward "what ought to be".

21.2 **PHILOSOPHY OF OBSERVATION AND FORMAL EVALUATION**

A. **A STATEMENT OF PHILOSOPHY AND OBJECTIVES FOR PROFESSIONAL PERSONNEL**

1. **PHILOSOPHY** - Evaluation is the means by which the quality of a teacher's performance is appraised. It is conducted primarily to improve the quality of instruction, to commend where commendation is warranted, and to suggest means of improvement where appropriate.
2. **OBJECTIVES** - The purpose of evaluation shall be the improvement of teaching performance and achieving tenure status. Evaluation shall be a professional improvement device.

21.3 **GENERAL CHARACTERISTICS OF EVALUATION**

- A. Genuine democratic procedures should be applied. The evaluator shall demonstrate fairness to the employee. The employee shall know what is expected of him/her and should be made fully aware of the evaluation techniques and procedures.
- B. Evaluation shall be a continuous process.
- C. Evaluation programs shall not compare one employee with another.

- D. Purposes of the evaluation program shall be both administrative and supervisory in nature, the emphasis being upon improvement in instruction with the goal of enhancing student achievement.
- E. All teachers and the Fairport Harbor Education Association recognize the right, duty, and the responsibility of the principals to make periodic evaluation of the performance of teachers. All monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with full knowledge of the teacher. Factors other than classroom observations are considered in conducting teacher evaluation only insofar as these factors affect teaching performance.
- F. Evaluations, though necessarily subjective, should be based upon as much positive objective evidence as possible.
- G. The purpose of an evaluation is to take an inventory of strengths and weaknesses so that an individual's strengths can be enhanced and identified weaknesses can be offset.

21.4 **ADMINISTRATION OF THE EVALUATION PROGRAM**

- A. **UNDERSTANDING THE PROGRAM** - Each employee shall be given a copy of evaluation policies.
 - 1. Evaluation policies will be set forth in detail in the school handbook.
 - 2. Evaluation shall be based upon assessment of the observations, and criteria established on the evaluation document.

21.5 **PRINCIPLES FOR ADMINISTRATION**

- A. For the purposes of formal evaluations, classroom teachers shall be observed and evaluated by an administrator based upon firsthand experience relative to that teacher's performance, it is understood that bargaining unit members shall not evaluate each other.
- B. Each observation shall be made by the principal or designee of the Superintendent with an administrative certificate. No teacher shall receive adverse comments from an observer in the presence of pupils.

21.6 **EVALUATIONS FOR NON-TENURED TEACHERS**

- A. Non-tenured teachers should be evaluated two times each school year. There must be two, thirty (30) minute observations for each evaluation.
- B. The first evaluation must be completed on or before January 15 with a written report to the teacher no later than January 20.

- C. The second evaluation must be completed between February 10 and April 1 with a written report to the teacher no later than April 6.
- D. The written reports to teachers must include recommendations for improvement and how the teacher may obtain assistance.

21.7 **EVALUATIONS FOR TENURED TEACHERS**

- A. Teachers on a continuing contract should be evaluated every year.
- B. There must be two thirty (30) minute observations for each evaluation.

21.8 **OBSERVATION AND EVALUATION GUIDELINES**

- A. Any teacher whose previous evaluation indicates a need for reappraisal shall be evaluated at the discretion of the teacher or principal.
- B. All personnel should be observed at least once during the school year.
- C. Any teacher or principal may initiate additional observations, if so needed, but there shall be no more than two (2) evaluations during the school year.
- D. Teachers who have changed fields (high school) or grade levels (elementary) should be evaluated in the first year of such a change.
- E. A teacher shall be appraised the year before a continuing contract is granted.

21.9 **USE OF OBSERVATION AND EVALUATION FORMS (Attachment D)**

- A. **OBSERVATION VISIT** - The observation form will serve as the basis of the conference. Ordinarily the conference will be held the same day as the observation. However, if this is not possible, the follow-up conference and written record shall be completed within five (5) school days after the observation. This timeline shall be extended by one (1) day for each day that either the affected teacher and/or principal is absent for any reason during the five-day period.
- B. **EVALUATOR'S REPORT** - This evaluation form shall serve as the basis of a conference between the teacher and the evaluator. The conference shall take place within five (5) school days following the completion of the evaluation form. This timeline shall be extended by one (1) day for each day that either the affected teacher and/or principal is absent for any reason during the five-day period.

21.10 **THE PURPOSE OF THE EVALUATION PROCESS** - The purpose of the evaluation process is for teacher improvement. The teacher shall be made aware on a continuing basis of any problems or deficiencies. The administrator

will develop with the teacher specific approaches for appropriate professional growth with sufficient time to overcome these deficiencies prior to any formal evaluation.

- 21.11 Any teacher may write a rebuttal to any observation/evaluation. This rebuttal will be attached to the observation/evaluation and placed in the teacher's personnel file.

ARTICLE 22 – SALARIED ITEMS (CERTIFICATED STAFF)

22.1 **SALARY** - All members of the bargaining unit shall be paid on the teachers' salary schedule and in accordance with this article. The indexed salary schedules are attached hereto as Attachments A-1 and A-2.

A. Attachment A-1 – Salary Schedule – July 1, 2012 – June 30, 2013
\$32,152.28.

22.2 **SALARY SCHEDULE APPLICATION** - The salary schedule provides that the basic salary classification of bargaining unit members shall be determined by professional qualifications--training and experience.

A. **EXPERIENCE** - Placement on the salary schedule shall provide full credit for experience in the school district and full credit up to the maximum of ten (10) years actual experience outside the school district--including up to five (5) years of private school teaching experience and military experience as provided by law on a case by case basis within the discretion of the Board of Education. This policy shall not be applied in an arbitrary manner.

B. **SALARY COLUMN ADVANCEMENTS** - Bargaining unit members may apply for salary column adjustments twice (2 times) during the school year. Applications will be accepted no later than the fourth Monday of September and the fourth Monday of January. Salary column adjustments will become effective the beginning of the school year by meeting the September application deadline and the beginning of the second semester by meeting the January application deadline. Satisfactory evidence (official college transcripts only) must be on file in the superintendent's office by the fourth Monday of September and the fourth Monday of January. These transcripts will be placed in the employee's personnel file.

C. **TRAINING COLUMNS** - The salary schedule shall contain eight (8) training columns as described below. All advancement on the training columns requires additional accredited graduate college semester hours. Employees who advanced on the training columns or who have accumulated credit towards the training columns prior to January 1, 1997, by taking additional accredited undergraduate college semester hours shall continue to receive credit for that advancement, however, any further advancement will require additional accredited graduate semester hours.

1. Bachelor's degree column is for teachers who have been awarded a Bachelor's degree in the field of education by an accredited degree granting college or university. Every new teacher employed by the Board for a teaching position will have a minimum of a bachelor's degree. In addition, each newly employed teacher will have a provisional or higher certificate/license from the Ohio Department of Education.

2. Bachelor's plus nine (9) S.H. column is a professional training column and is for teachers who have taken nine (9) S.H. semester hours of accredited graduate college credit in the field of education or the specific area of instruction in addition to receiving the Bachelor's degree.
3. Bachelor's plus eighteen (18) S.H. column is a professional training column and is for teachers who have taken eighteen (18) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to receiving the Bachelor's degree.
4. Bachelor's plus twenty-seven (27) S.H. column is a professional training column and is for teachers who have taken twenty-seven (27) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to receiving the Bachelor's degree.
5. Master's column is for teachers who have been awarded a Master's degree in the field of education or the specific area of instruction by an accredited graduate degree granting college or university.
6. Master's degree plus nine (9) S.H. is a professional training column and is for teachers who have taken nine (9) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to being awarded the Master's degree.
7. Master's degree plus eighteen (18) S.H. column is a professional training column and is for teachers who have taken eighteen (18) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to being awarded the Master's degree.
8. Master's degree plus twenty-seven (27) S.H. column is a professional training column and is for teachers who have taken twenty-seven (27) S.H. of accredited graduate college credit in the field of education or the specific area of instruction in addition to being awarded the Master's degree.

22.3 **EXTRACURRICULAR PAY** - All extracurricular duties will be compensated in accordance with the Supplemental Pay Schedule, Attachment B, or at a flat dollar rate where applicable.

22.4 **SCHEDULE OF PAY DATES** – Teachers will be paid by electronic deposit to a financial institution of the member's choice in biweekly pay periods. Pay will reflect regular, current earnings; however, if any member submits additional requests for compensation, those earnings will be reflected no later than the second paycheck following the date of submission. (NOTE: Other sections of

contract may need to be revised to comply with the timing of the proposal.) When the pay day falls on a bank holiday, the direct deposit will post to a financial institution of the member's choice on the day prior to the bank holiday.

- 22.5 **PAYROLL DEDUCTIONS** - Year-round payroll deductions for credit union and annuity programs will be provided. Professional dues obligations will be deducted in eighteen (18) paychecks commencing with the first pay in October.

All tax sheltered annuity deductions shall be promptly forwarded to the appropriate tax-sheltering agency immediately following the pay period.

By September 15 of each year, the Treasurer shall provide each bargaining unit member with a list of all approved annuities. If at any time throughout the year changes occur, an updated list shall be provided to each bargaining unit member.

22.6 **SEVERANCE PAY**

- A. Employees of the Fairport Harbor Schools who retire or who are eligible to retire according to STRS standards and die prior to retirement shall be eligible for severance pay. Retirement shall be defined as time of severance and eligibility for STRS benefits within one (1) year of severance. In case of death, the severance payment shall be made to the surviving spouse or to the estate.

Severance pay shall be thirty percent (30%) of unused accumulated sick days at the time of retirement up to sixty-five (65) days.

- B. An employee of ten (10) years or more, who retires from teaching but is not eligible for STRS benefits and does not return to the teaching profession, shall be eligible for severance benefits of one day severance pay for every year they have been employed by the Fairport Harbor Board of Education.
- C. All severance payments shall be based on the bargaining unit members' daily rate of pay at the time of retirement or death.
- D. All severance pay shall be made to the employee no later than sixty (60) days after the effective date of retirement.
- E. The employee has the option to direct the Treasurer to deposit this severance into an annuity of the employee's choice provided the annuity is on the Board approved list of annuity providers. Annually, the Association shall be provided with an updated list of Board approved annuity providers.

- 22.7 **MILEAGE** - Teachers required to travel on school business as part of their duties shall be paid mileage at the IRS rate per mile for such travel providing they have an approved professional leave form indicating the travel and reimbursement rate..

22.8 **TUITION REIMBURSEMENT** - The Board of Education will compensate certificated personnel at the rate of five hundred dollars (\$500) per semester hour/four hundred fifty dollars (\$450) per quarter hour with a maximum of fifteen hundred dollars (\$1,500) per year for college courses taken in the teacher's present instructional responsibility. Written applications must be approved by the Principal and Superintendent before registration for classes. The tuition reimbursement school year shall be September 1 through August 31 of each year.

22.9 **STRS PICKUP** - The Board of Education will deduct from the employee's regular salary a sum of money equal to the employee's STRS contribution and will pay said sum of money to the STRS on behalf of the employee from whom said deduction is taken. The purpose of this agreement is to provide an income tax free payment of the employee's contribution, however, the Board will not and cannot guarantee to the employee that any such deduction will constitute tax free income to the teacher. The Board will continue to consider this deduction and contribution as income in computing retirement benefits and for all other purposes.

22.10 **OVERLOAD PAY** – Shall be two thousand dollars (\$2,000) per class.

22.11 **EARLY RETIREMENT INCENTIVE** - For each bargaining unit member who has been employed by the Fairport Harbor Board of Education for a minimum of seven (7) years and who meets the retirement qualifications of the State Teachers Retirement System and School Employees Retirement System and retires prior to July 1 of each year of the Agreement shall receive the following benefits:

- A. An employee who retires in his/her first year of eligibility shall receive twenty-five percent (25%) of his/her current salary (excluding any stipends and/or supplemental contracts).
- B. An employee who retires no later than three (3) years after his/her first year of eligibility shall receive seventeen and one-half percent (17.5%) of his/her current salary (excluding any stipends and/or supplemental contracts).
- C. An employee who retires three (3) years after his/her first year of eligibility shall receive ten percent (10%) of his/her current salary (excluding any stipends and/or supplemental contracts).
- D. First eligibility is defined for the purpose of the Early Retirement Incentive as age fifty-five (55) with twenty-five (25) years of service; or thirty (30) years of service at any age; or age sixty (60) with five (5) years of service; or an employee who does meet "first eligibility" but continues until he/she has thirty (30) years of service.

In the 2009-10 school year, employees who have passed their first year of eligibility shall for one time only be eligible to retire at the end of the 2009-

10 school year and receive twenty-five percent (25%) of his/her current salary (excluding any stipends and/or supplemental contracts.

E. **APPLICATION** - The bargaining unit member shall submit the letter of intent to retire on or before April 1, 2010 for the 2009-10 school year, April 1, 2011 for the 2010-11 school year and April 1, 2013 for the 2012-13 school year.

F. **PAYMENT** - Payment shall be made no later than sixty (60) days after the effective date of retirement. The employee has the option to direct the Treasurer to deposit this severance into an annuity of the employee's choice provided the annuity is on the Board approved list of annuity providers.

22.12 **PAY FOR EXTRA DUTIES, CURRICULUM DEVELOPMENT, AND TUTORING**

Teachers who are asked to accept before school, after school, evening or weekend duties, curriculum development work, or tutoring shall be paid at the rate of twenty-five dollars (\$25) per hour unless such duty is listed on the supplemental salary schedule. The Superintendent will assign and limit the number of hours of any extracurricular work. Multiple hour single event duties shall be paid at a flat rate of thirty-five dollars (\$35) per event. At such times as any teacher is asked to provide the extracurricular work, the Superintendent or the Principal will fix the limitation on the hours to be devoted to such work, and in accepting this assignment, the teacher will perform work within the hourly limitation contained in the proposal. Every effort will be made to rotate the availability of extra work to all appropriate faculty.

22.13 **PAY FOR PLANNING/CONFERENCE PERIOD SUBSTITUTE** - Shall be twenty-five dollars (\$25) per period of substitute teaching duties.

ARTICLE 23 – SALARIED ITEMS (SCHOOL SUPPORT PERSONNEL)

23.1 **SALARY** - All school support personnel shall be paid on the school support personnel's salary schedule and in accordance with this article. The indexed salary schedules are attached hereto as Attachment A-2.

Attachment A-2 - Salary Schedules - July 1, 2012 - June 30, 2013 will reflect no increase from the 2011-2012 salary schedule.

23.2 **SALARY SCHEDULE APPLICATION** - The salary schedule provides that the basic salary classification of the school support personnel shall be determined by qualifications--training and experience.

A. **EXPERIENCE** - Placement on the salary schedule may provide credit for a maximum of five (5) years experience outside the school district on a case by case basis within the discretion of the Board of Education. This policy shall not be applied in an arbitrary manner.

B. **STEPS** - The salary schedule has seven (7) steps and school support personnel shall advance to the next highest step each July 1. An employee must work at least one hundred and twenty (120) days to advance to the next highest step.

23.3 **EXTRACURRICULAR PAY** – All extracurricular duties will be compensated in accordance with the Supplemental Pay Schedule, Attachment B, or at a flat dollar rate where applicable.

23.4 **PAY FOR SECOND SHIFT** - Employees who are assigned the second shift shall be paid thirty-five cents (35¢) per hour in addition to their regular pay.

23.5 **ALARM DAYS** – Alarm drops shall be resolved by the Maintenance Coordinator or the building principal without additional compensation. In the event that another employee is required to resolve the issue, that employee will be compensated for a minimum of two (2) hours at time-and-one-half pay or, if the alarm drop occurs on a holiday, a minimum of two hours at double the employee's hourly rate. Anything over a two hour period will be at an overtime rate.

The District shall maintain a minimum of one (1) Custodian position in each building, these positions can be either a Custodian I or II.

Maintenance Coordinator base salary shall be \$20.09 for the 2012-13

	0	1	2	3	4	5	6
(12-13)	20.09	20.84	21.59	22.34	23.09	23.84	24.59

- 23.6 **LONGEVITY** - School Support Personnel shall be paid an additional fifteen cents (15¢) per hour for each year they work beginning with their eighth (8th) year of employment, twenty cents (\$.20) per hour for each year they work beginning with their twelfth (12th) year of employment and twenty five cents (\$.25) per hour for each year they work beginning with their twentieth (20th) year of employment.
- 23.7 **SCHEDULE OF PAY DATES** – Members will be paid by electronic deposit to a financial institution of the member’s choice in biweekly pay periods. Pay will reflect regular, current earnings; however, if any member submits additional requests for compensation, those earnings will be reflected no later than the second paycheck following the date of submission. (NOTE: Other sections of contract may need to be revised to comply with the timing of the proposal.) When the pay day falls on a bank holiday, the direct deposit will post to a financial institution of the member’s choice on the day prior to the bank holiday.
- 23.8 **PAYROLL DEDUCTIONS** - Year-round payroll deductions for credit union and annuity programs will be provided. Professional dues obligations will be deducted in ten (10) paychecks commencing with the first pay in October.

All tax sheltered annuity deductions shall be promptly forwarded to the appropriate tax-sheltering agency immediately following the pay period.

By September 15 of each year, the Treasurer shall provide each bargaining unit member with a list of all approved annuities. If at any time throughout the year changes occur, an updated list shall be provided to each bargaining unit member.

23.9 **SEVERANCE PAY**

- A. School Support Personnel of the Fairport Harbor Schools who retire or who are eligible to retire according to SERS standards and die prior to retirement shall be eligible for severance pay. Retirement shall be defined as time of severance and eligibility for SERS benefits within one (1) year of severance. In case of death, the severance payment shall be made to the surviving spouse or to the estate.

Severance pay shall be thirty percent (30%) of unused accumulated sick days at the time of retirement up to sixty-five (65) days.

- B. An employee of ten (10) years or more, who retires but is not eligible for SERS benefits and does not return to work, shall be eligible for severance benefits of one day severance pay for every year they have been employed by the Fairport Harbor Board of Education.
- C. All severance payments shall be based on the bargaining unit members' daily rate of pay at the time of retirement or death.

- D. All severance pay shall be made to the employee no later than sixty (60 days) after the effective date of retirement.
- E. The employee has the option to direct the Treasurer to deposit this severance into an annuity of the employee's choice provided the annuity is on the Board approved list of annuity providers. Annually, the Association shall be provided with an updated list of Board approved annuity providers.

23.10 **EARLY RETIREMENT INCENTIVE** – For each bargaining unit member who has been employed by the Fairport Harbor Board of Education for a minimum of seven (7) years and who meets the retirement qualifications of the State Teachers Retirement System and School Employees Retirement System and retires prior to July 1 of each year of the Agreement shall receive the following benefits:

- A. An employee who retires in his/her first year of eligibility shall receive twenty-five percent (25%) of his/her current salary (excluding any stipends and/or supplemental contracts).
- B. An employee who retires no later than three (3) years after his/her first current salary (excluding any stipends and/or supplemental contracts).
- C. An employee who retires three (3) years after his/her first year of eligibility shall receive ten percent (10%) of his/her current salary (excluding any stipends and/or supplemental contracts).
- D. First eligibility is defined for the purpose of the Early Retirement Incentive at age fifty-five (55) with twenty-five (25) years of service; or thirty (30) years of service at any age; or age sixty (60) with five (5) years of service; or an employee who does meet "first eligibility" but continues until he/she has thirty (30) years of service.

In the 2009-10 school year, employees who have passed their first year of eligibility shall for one time only be eligible to retire at the end of the 2009-10 school year and receive twenty-five percent (25%) of 2009-10 school year and receive twenty-five percent (25%) of his/her current salary (excluding any stipends and/or supplemental contracts).

- E. **APPLICATION** – The bargaining unit member shall submit the letter of intent to retire on or before April 1, 2010 for the 2009-10 school year, April 1, 2011 for the 2010-2011 school year and April 1, 2013 for the 2012-13 school year.
- F. **PAYMENT** – Payment shall be made no later than sixty (60) days after the effective date of retirement. The employee has the option to direct the Treasurer to deposit this severance into an annuity of the employee's choice, provided the annuity is on the Board approved list of annuity providers.

- 23.11 **MILEAGE** - School Support Personnel required to travel on school business as part of their duties shall be paid mileage at the current IRS rate.
- 23.12 **SERS PICKUP** - The Board of SERS will deduct from the employee's regular salary a sum of money equal to the employee's SERS contribution and will pay said sum of money to the SERS on behalf of the employee from whom said deduction is taken. The purpose of this agreement is to provide an income tax free payment of the employee's contribution; however, the Board will not and cannot guarantee to the employee that any such deduction will constitute tax free income to the teacher. The Board will continue to consider this deduction as income in computing retirement benefits and for all other purposes.
- 23.13 **CLOTHING ALLOWANCE** – The Maintenance Coordinator, Custodian 1, custodian 2, and maintenance employees shall receive uniforms to be worn when performing district responsibilities. The Maintenance Coordinator will be responsible for the selection and ordering of the uniforms with final approval from the Superintendent.
- 23.14 **NURSE SALARY** - The nurse's salary is based upon the teachers' salary schedule: Salary placement divided by 183 days, divided by 7 hours per day = hourly rate of pay. The nurse shall work a minimum of 15 hours per week. The nurse may accompany overnight school trips (i.e. 6th grade camp, out of state trips) and will be compensated an additional eight (8) hours beyond the normal three (3) hours per day pay, at the hourly rate of pay.

ARTICLE 24 – INSURANCE BENEFITS

The Board of Education shall make available dental, medical, prescription drug and vision care benefits for eligible employees and their spouses and dependent children, provided that the eligible employee complies with the terms of the policies and the insurance company's procedures concerning matters such as eligibility and enrollment.

24.1 **MEDICAL INSURANCE** – All bargaining unit employees may choose between three (3) PPO plans. A detailed description and comparison of these two plans are located on page Attachment F.

1. LCC (Lake County Consortium) Plan 1
2. LCC (Lake County Consortium) Plan 2
3. LCC (Lake County Consortium) Plan 3

- A. Each bargaining unit member shall receive a copy of the insurance provisions which shall be identified as being provided as agreed by the Board and FHEA.
- B. The Fairport Harbor Board of Education and the Fairport Harbor Teacher's Association acknowledge the effect of rising health care costs on the ability to provide quality education. We endorse the concept of a Lake County Insurance Consortium and pledge our support for immediate and long-term successes. The objective of the consortium will be to provide a win-win situation for employees and the Board of Education.
- C. Eligible employees will pay, via payroll deduction per the Section 125 Plan, different levels of contributions depending upon the plan selected by the employee.
- F. The employee contribution levels shall be as follows:

LCC Plan 1:

For any employee selecting either single or family coverage under Plan 12, the Board will require no contributions.

LCC Plan 2:

For any employee selecting either single or family coverage under Plan 2, the Board will require no contributions.

LCC Plan 3:

SINGLE – For any employee selecting single coverage under either Plan 3 the employee shall pay \$35.00 per month.

FAMILY – For any employee selecting family coverage under either Plan 3 the employee shall pay \$75.00 per month.

All employee premium contributions will be made via payroll deduction and in pre-tax dollars via the Section 125 Plan.

In order to be deemed an eligible employee, a bargaining unit member must be: (1) a full-time teaching employee; (2) a nine-month non-teaching employee who is contracted to work eight (8) hours per day; or (3) a twelve-month non-teaching employee who is contracted to work eight (8) hours per day.

For the purposes of eligibility for benefits, the Board will grandfather all current part-time employees at current eligibility. For example, any current seven-hour employee will be eligible for benefits as if they were a full-time employee. Employees who are currently pro-rated as to payment on benefits will remain pro-rated.

24.2 **PRESCRIPTION DRUG INSURANCE** – Prescription drug coverage will be covered under and subject to the terms provided by the specific medical insurance program selected by the bargaining unit member. Please refer to a detailed description in Attachment F.

24.3 **MEDICAL INSURANCE WAIVER**

A. Employees may elect to waive his/her coverage under 1. or 1.f. above if he/she is already fully covered by his/her spouse and provided that he/she is given written explanation of future insurability and re-enrollment terms and provided he/she signs a written waiver which verifies the above.

B. Employee who waives his/her individual coverage shall receive a cash payment as follows:

0-6 members waive = \$2,000 per year

7-10 members waive = \$2,700 per year

11+ members waive = \$3,500 per year

Payment will be made in July of that school year for each year that he/she elects to sign a waiver—provided he/she has not subsequently enrolled—in which case the waiver fee shall be prorated.

C. An employee who loses coverage shall be immediately enrolled upon notification by the employee or may enroll at the beginning of each school year--either without any insurability requirement for the employee, spouse, or dependents.

24.4 **DENTAL INSURANCE** - The Dental plan shall include:

A. Diagnostic	100% Participating Dentist
Preventive	100% Participating Dentist
Emergency Palliative	100% Participating Dentist
Radiographs (x-rays)	100% Participating Dentist

B. Minor Restorations	Delta Schedule IV-B
Major Restorations	Delta Schedule IV-B

Basic Oral Surgery	Delta Schedule IV-B
Major Oral Surgery	Delta Schedule IV-B
Endodontics	Delta Schedule IV-B
Periodontic	Delta Schedule IV-B
Prosthodontics	Delta Schedule IV-B

- C. Deductible \$25 single, \$50 family (applies to Section
- D. Maximum \$1,500 per person per year
- E. Orthodontics

Preliminary study including cephalometric, diagnostic casts and treatment plan	\$ 54
First month of active treatment including all active and retention appliances	\$264
Active treatment per month after the first month	\$ 36
Retention and observation treatment, per visit	\$ 18

Orthodontia Maximum \$ 1,000 lifetime max per person

24.5 **VISION INSURANCE** - The Blue Cross/Blue Shield Vision Care Program shall include:

A. One vision exam per person per calendar year is paid up to a maximum of \$30.00 per exam.

B. Lenses one per person per calendar year:

Single vision	\$ 35.00	Lenticular	\$100.00
Bifocals	\$ 50.00	Contact Lenses	\$175.00
Trifocals	\$ 75.00		

C. Frames \$25.00 per person per two consecutive years.

D. Cosmetic contact lenses at scheduled rate.

24.6 **TERM LIFE INSURANCE** - There shall be a term life insurance policy of fifty thousand dollars (\$50,000) coverage per individual. Said insurance may be converted with no insurability at time of severance.

ARTICLE 25 – BARGAINING UNIT WORK

Work currently performed by a bargaining unit member, as well as future work of a similar nature, shall be deemed bargaining unit work. Outside contractors may be hired to perform work not normally done by the bargaining unit member as long as the work hired out does not negatively impact or reduce any current bargaining unit position.

ARTICLE 26 – EDUCATIONAL AIDES

Educational assistants will be provided in the District to provide service to the students on an as-needed basis. Educational assistants shall be subject to the reduction in force provision of the contract if the student need is not present. Educational Assistants shall not be responsible for instruction of the student(s). Educational Assistants shall not be responsible for giving and/or recording student grades.

ARTICLE 27 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- 27.1 The LPDC, commissioned by the Ohio Department of Education and the Fairport Harbor Exempted Village Board of Education, is the official body through which the Fairport Harbor School District certificated/licensed employees must seek credential renewal.
- 27.2 The Fairport Harbor Exempted Village Schools will maintain one LPDC having a district-wide scope. The LPDC will have five (5) members, including two (2) administrators selected by the Superintendent and three (3) teachers selected by Fairport Harbor Education Association.
- 27.3 LPDC members will serve two-year terms. The initial committee will require two teachers and one administrator to serve a three-year term. From that point on, all members will serve two-year terms. Administrative vacancies will be filled by appointment of the Superintendent. Teaching vacancies will be filled by appointment of the Fairport Harbor Education Association President.
- 27.4 The Fairport Harbor LPDC will meet monthly, as needed.
- 27.5 Certificated staff members of the LPDC shall be compensated at the rate established in §22.12 of this Agreement.
- 27.6 **APPEALS PROCESS**

A. REASONS FOR APPEAL

1. Rejection of the IPDP
Incomplete plan

Plan lacks relevance to current assignment
Goals unrelated to the individual, assignment and district
Outcomes for each goal lack clarity
Insufficient activities and corresponding timeline
Lack of appropriate evaluation procedures
Failure to meet the six criteria for the IPDP

2. Recommendation of non-renewal of certificate/license as a result of not fulfilling the IPDP.

B. PROCESS TO BE USED IN APPEAL

1. LEVEL I APPEAL

- a. If you wish to appeal, complete the appeal form within fourteen (14) calendar days of rejection of IPDP.
- b. Meet with the LPDC to present your case (special meeting may be called, if necessary)
- c. Receive written response from the LPDC
- d. LPDC decision accepted (appeal process ends) or rejected (Level II appeal may begin)

2. LEVEL II APPEAL

- a. If you wish to appeal, complete the appeal form within fourteen (14) calendar of rejection of the Level I appeal.
- b. Meet with Special Committee to present your case. Special Committee makeup: (1) certificated/licensed educator chosen by employee; (2) certificated/licensed educator chosen by LPDC; and (3) certificated/licensed educator agreed upon by (1) and (2).
- c. Special Committee hears appeal and renders decision
- d. Special Committee decision accepted (appeal process ends) or rejected (Level III appeal may begin).

3. LEVEL III APPEAL

- a. Lake County Board of Education renders final decision.

C. TIMELINES FOR APPEAL

1. All proposals that are rejected will be hand-delivered or sent certified mail within five (5) calendar days of the LPDC/Appeal Committee decision.

2. Requests for an appeal at each level must be made within fourteen (14) calendar days.
3. At Level I and Level II, appeal hearings will be scheduled within thirty (30) days of receipt of the written request for the appeal.
4. Address all requests to the Chairperson of the LPDC.

ARTICLE 28 – FORM, EFFECT, AND DURATION

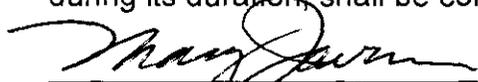
This contract shall be entitled "Collective Bargaining Agreement Between the Fairport Harbor Education Association and the Fairport Harbor Board of Education" hereinafter referred to as Agreement and shall be printed in a professional manner along with a table of contents in booklet form by the Board of Education at their expense and distributed to each certificated and school support personnel. The Association shall be provided ten (10) additional booklets for their use.

It is recognized that there are other Board policies and regulations and that the Board has the legal authority to adopt such policies so long as they do not conflict with the negotiated Agreement.

The provisions of this Agreement are effective as of July 1, 2012 and shall continue in force and effect through June 30, 2013.

Should any provision of this Agreement be held illegal by a court of competent jurisdiction, it shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

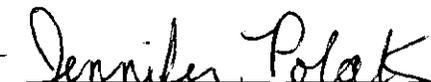
Any individual contract between the Board and individual teacher, heretofore executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.



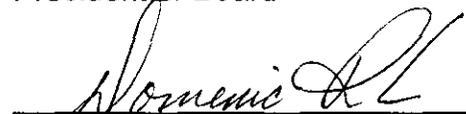
President of Board

9-11-12

Date



FHEA President



Superintendent

9/11/12

Date



FHEA Team Spokesperson



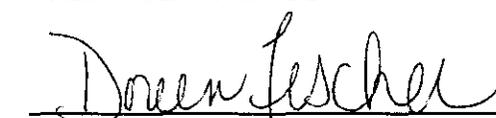
Treasurer of the Board

9/11/12

Date



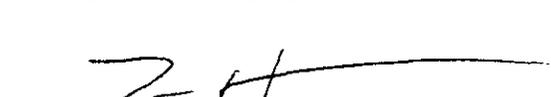
FHEA Team Member



FHEA Team Member



FHEA Team Member



FHEA Team Member

ATTACHMENT A-1
CERTIFICATED SALARY SCHEDULE
JULY 1, 2012 - JUNE 30, 2013 - BA BASE \$32,152.28 (freeze)

S T E P	BA	BA + 9	BA + 18	BA + 27	MA	MA + 9	MA + 18	MA + 27
0	32,152.28	33,116.85	33,759.89	34,402.94	35,367.51	36,332.08	37,296.64	38,261.21
	1.00	1.03	1.05	1.07	1.10	1.13	1.16	1.19
1	33,759.89	34,724.46	35,367.51	36,010.55	37,296.64	38,261.21	39,225.78	40,190.35
	1.05	1.08	1.10	1.12	1.16	1.19	1.22	1.25
2	35,367.51	36,332.08	36,975.12	37,618.17	39,225.78	40,190.35	41,154.92	42,119.49
	1.10	1.13	1.15	1.17	1.22	1.25	1.28	1.31
3	36,975.12	37,939.69	38,582.74	39,225.78	41,154.92	42,119.49	43,084.06	44,048.62
	1.15	1.18	1.20	1.22	1.28	1.31	1.34	1.37
4	38,582.74	39,547.30	40,190.35	40,833.40	43,084.06	44,048.62	45,013.19	45,977.76
	1.20	1.23	1.25	1.27	1.34	1.37	1.40	1.43
5	40,190.35	41,154.92	41,797.96	42,441.01	45,013.19	45,977.76	46,942.33	47,906.90
	1.25	1.28	1.30	1.32	1.40	1.43	1.46	1.49
6	41,797.96	42,762.53	43,405.58	44,048.62	46,942.33	47,906.90	48,871.47	49,836.03
	1.30	1.33	1.35	1.37	1.46	1.49	1.52	1.55
7	43,405.58	44,370.15	45,013.19	45,656.24	48,871.47	49,836.03	50,800.60	51,765.17
	1.35	1.38	1.40	1.42	1.52	1.55	1.58	1.61
8	45,013.19	45,977.76	46,620.81	47,263.85	50,800.60	51,765.17	52,729.74	53,694.31
	1.40	1.43	1.45	1.47	1.58	1.61	1.64	1.67
9	46,620.81	47,585.37	48,228.42	48,871.47	52,729.74	53,694.31	54,658.88	55,623.44
	1.45	1.48	1.50	1.52	1.64	1.67	1.70	1.73
10	48,228.42	49,192.99	49,836.03	50,479.08	54,658.88	55,623.44	56,588.01	57,552.58
	1.50	1.53	1.55	1.57	1.70	1.73	1.76	1.79
11	49,836.03	50,800.60	51,443.65	52,086.69	56,588.01	57,552.58	58,517.15	59,481.72
	1.55	1.58	1.60	1.62	1.76	1.79	1.82	1.85
12	51,443.65	52,408.22	53,051.26	53,694.31	58,517.15	59,481.72	60,446.29	61,410.85
	1.60	1.63	1.65	1.67	1.82	1.85	1.88	1.91
13		54,015.83	54,658.88	55,301.92	60,446.29	61,410.85	62,375.42	63,339.99
		1.68	1.70	1.72	1.88	1.91	1.94	1.97
14			56,266.49	56,909.54	62,375.42	63,339.99	64,304.56	65,269.13
			1.75	1.77	1.94	1.97	2.00	2.03
15				58,517.15	64,304.56	65,269.13	66,233.70	67,198.27
				1.82	2.00	2.03	2.06	2.09
16					66,233.70	67,198.27	68,162.83	69,127.40
					2.06	2.09	2.12	2.15
17					68,162.83	69,127.40	70,091.97	71,056.54
					2.12	2.15	2.18	2.21
18	53,051.26	55,623.44	57,874.10	60,124.76	70,091.97	71,056.54	72,021.11	72,985.68
	1.65	1.73	1.80	1.87	2.18	2.21	2.24	2.27
19	54,658.88	57,231.06	59,481.72	61,732.38	72,021.11	72,985.68	73,950.24	74,914.81
	1.70	1.78	1.85	1.92	2.24	2.27	2.30	2.33
20	56,266.49	58,838.67	61,089.33	63,339.99	73,950.24	74,914.81	75,879.38	76,843.95
	1.75	1.83	1.90	1.97	2.30	2.33	2.36	2.39

ATTACHMENT A-2
SUPPORT PERSONNEL SALARY SCHEDULE
JULY 1, 2012 THROUGH JUNE 30, 2013 (freeze)

STEP	0	1	2	3	4	5	6
*MAINTENANCE *(Employees hired prior to 6/30/06)	17.98	18.52	19.07	19.64	20.23	20.84	21.46
*BUILDING CUSTODIAN I *(Employees hired prior to 6/30/06)	17.17	17.68	18.22	18.76	19.32	19.90	20.50
MAINTENANCE (Employees hired after 6/30/06)	16.40	16.81	17.23	17.66	18.11	18.56	19.02
BUILDING CUSTODIAN I (Employees hired after 6/30/06)	15.08	15.46	15.84	16.24	16.64	17.06	17.49
BUILDING CUSTODIAN II (Employees hired after 6/30/06)	9.55	9.79	10.04	10.29	10.55	10.81	11.08
BUILDING SECRETARY	13.78	14.20	14.62	15.06	15.51	15.98	16.46
EDUCATIONAL AIDE	11.68	12.03	12.39	12.76	13.15	13.54	13.95
CLERICAL ASSISTANT	11.68	12.03	12.39	12.76	13.15	13.54	13.95
MAINTENANCE COORDINATOR	20.09	20.84	21.59	22.34	23.09	23.84	24.59

ATTACHMENT B - SUPPLEMENTAL SALARY SCHEDULE

Base for 2012-2013 - \$32,152.28

Supplemental				0-3 years	4-6 years	7+ years
	I	II	III	I	II	III
Activities Director	0.20	0.22	0.24	6,430.46	7,073.50	7,716.55
Asst. Activities Director	0.07	0.10	0.13	2,250.66	3,215.23	4,179.80
Head Football	0.15	0.17	0.19	4,822.84	5,465.89	6,108.93
Asst. Football	0.09	0.11	0.13	2,893.71	3,536.75	4,179.80
Middle School Football	0.072	0.088	0.104	2,314.96	2,829.40	3,343.84
Head Volleyball	0.13	0.15	0.17	4,179.80	4,822.84	5,465.89
Asst. Volleyball	0.07	0.09	0.11	2,250.66	2,893.71	3,536.75
Middle School Volleyball	0.055	0.072	0.088	1,768.38	2,314.96	2,829.40
Head Boys Basketball	0.13	0.15	0.17	4,179.80	4,822.84	5,465.89
Asst. Boys Basketball	0.07	0.09	0.11	2,250.66	2,893.71	3,536.75
Middle School Basketball	0.055	0.072	0.088	1,768.38	2,314.96	2,829.40
Head Girls Basketball	0.13	0.15	0.17	4,179.80	4,822.84	5,465.89
Asst. Girls Basketball	0.07	0.09	0.11	2,250.66	2,893.71	3,536.75
Middle School Girls Basketball	0.055	0.072	0.088	1,768.38	2,314.96	2,829.40
Head Baseball	0.13	0.15	0.17	4,179.80	4,822.84	5,465.89
Asst. Baseball	0.07	0.09	0.11	2,250.66	2,893.71	3,536.75
Middle School Baseball	0.055	0.072	0.088	1,768.38	2,314.96	2,829.40
Head Softball	0.13	0.15	0.17	4,179.80	4,822.84	5,465.89
Asst. Softball	0.07	0.09	0.11	2,250.66	2,893.71	3,536.75
Middle School Softball	0.055	0.072	0.088	1,768.38	2,314.96	2,829.40
Head Golf	0.10	0.12	0.14	3,215.23	3,858.27	4,501.32
Head Bowling	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14
Head Track	0.13	0.15	0.17	4,179.80	4,822.84	5,465.89
Asst. Track	0.07	0.09	0.11	2,250.66	2,893.71	3,536.75
Middle School Track	0.055	0.072	0.088	1,768.38	2,314.96	2,829.40
Head Cross Country	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14
Head Cheerleading	0.09	0.11	0.13	2,893.71	3,536.75	4,179.80
Asst. Cheerleading	0.05	0.07	0.09	1,607.61	2,250.66	2,893.71
Head Wrestling	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14
Asst. Wrestling	0.02	0.03	0.04	643.05	964.57	1,286.09
Supplemental	I	II	III	0-3 years	4-6 years	7+ years
Drama Director	0.10	0.11	0.12	3,215.23	3,536.75	3,858.27
Asst. Drama Director	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14

Senior Class Advisor	0.03	0.05	0.06	964.57	1,607.61	1,929.14
Asst. Senior Class Advisor	0.02	0.03	0.04	643.05	964.57	1,286.09
Junior Class Advisor	0.06	0.07	0.08	1,929.14	2,250.66	2,572.18
Asst. Junior Class Advisor	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14
Yearbook Advisor	0.11	0.12	0.13	3,536.75	3,858.27	4,179.80
Asst. Yearbook Advisor (1)	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14
National Honor Society	0.04	0.06	0.08	1,286.09	1,929.14	2,572.18
Student Council - High School	0.04	0.06	0.08	1,286.09	1,929.14	2,572.18
Student Council - Elem. School	0.04	0.05	0.07	1,286.09	1,607.61	2,250.66
Student Council-Trip Advisor M.S.	0.07	0.09	0.11	2,250.66	2,893.71	3,536.75
F.C.C.L.A.	0.04	0.06	0.08	1,286.09	1,929.14	2,572.18
Language Club	0.03	0.04	0.06	964.57	1,286.09	1,929.14
Camera Club	0.03	0.04	0.06	964.57	1,286.09	1,929.14
Computer Club	0.03	0.04	0.06	964.57	1,286.09	1,929.14
School Newspaper	0.04	0.05	0.07	1,286.09	1,607.61	2,250.66
Tech Support High School	0.03	0.04	0.06	964.57	1,286.09	1,929.14
Tech Support Elementary	0.03	0.04	0.06	964.57	1,286.09	1,929.14
SADD Advisor	0.04	0.05	0.07	1,286.09	1,607.61	2,250.66
Band	0.13	0.15	0.17	4,179.80	4,822.84	5,465.89
Pep Band	0.02	0.04	0.06	643.05	1,286.09	1,929.14
Majorette/ Flag Corps	0.04	0.06	0.08	1,286.09	1,929.14	2,572.18
				0-3 years	4-6 years	7+ years
Supplemental	I	II	III	I	II	III
Elementary Saturday Basketball	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14
5th & 6th Grade Girls Basketball	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14
5th & 6th Grade Boys Basketball	0.04	0.05	0.06	1,286.09	1,607.61	1,929.14
Elementary Intramurals						
Safety Patrol	0.03	0.04	0.06	964.57	1,286.09	1,929.14
RIF	0.03	0.04	0.06	964.57	1,286.09	1,929.14
	\$5,000					
Special Education Secretary	per yr.					
Young Writers Club	0.03	0.04	0.06	964.57	1,286.09	1,929.14
Head Girls Golf (Minimum 5 participants)	0.10	0.12	0.14	3,215.23	3,858.27	4,501.32

Academic Competition Day – (performed outside the school day) - \$100 per day-long event as approved by the Superintendent
Overnight Duty - \$100 per night (for non-sporting events)

ATTACHMENT C – SUPPLEMENTAL SALARY SCHEDULE

All supplemental contract salaries shall be calculated on the schedule below and on the base of salary of each year of this Collective Bargaining Agreement unless they can make a higher salary calculated on the schedule below.

Base: 2012-2013 \$32,152.28

Every effort shall be made by the Board to post supplemental positions in a timely manner each school year. Members in the bargaining unit may apply for the supplemental vacancy within ten (10) working days of each posting. If no qualified bargaining unit member applies for the supplemental position, the Board may fill the vacancy with individuals not in the bargaining unit.

All bargaining unit members assigned additional responsibilities and granted additional compensation for them shall be given a written contract that is in addition to the regular contract. Each supplemental contract shall be a one-year limited contract, unless otherwise extended by the Board upon the recommendation of the Superintendent, and shall automatically terminate on the date indicated on the contract without the need for the Board to take further action.

Written supplemental contracts shall include the following information:

- A. Name of the employee and name of the Board;
- B. Starting and ending date of contract;
- C. Assignment;
- D. Amount and method of compensation.
- E. Provision that the employee abide by all provisions and requirements of the following:
 - 1. Job description;
 - 2. Board policies, rules and regulations;
 - 3. This Negotiated Agreement;
 - 4. Provisions of law and regulations;
 - 5. Provision for signatures and dates.

All supplemental contracts issued during the term of this Collective Bargaining Agreement shall correspond to the positions listed below.

- I = 0-3 years of experience
- II = 4-6 years of experience
- III = 7+ years of experience

SUPPLEMENTAL CONTRACTS PAYMENT SCHEDULE

Each supplemental contract holder shall choose one of the following options:

- A. One lump sum to be paid upon completion of the contract and receipt of request for payment (Attachment G).
- B. The payments shall be divided over the regular pay periods from the beginning of the year to the end of the year for the activities that are yearlong.

Payments for supplemental contracts shall be made with federal and state tax deductions based on the employee's W-4 form.

A sports committee will be formed to establish the pay schedule for activities and sports.

ATTACHMENT D – PERSONAL LEAVE REQUEST

Notice must be given to the building principal at least one (1) week in advance of the anticipated absence except in extreme emergency.

Name

Building

Date of Leave

Date of Application

I intend to use personal leave on the date above. I understand that personal leave must be used for the reasons stated below and that personal leave is limited to four (4) staff on any given day. Requests will be approved on a first come first served basis with a random draw to break ties.

- _____ 1. Funeral
- _____ 2. Mandatory court appearance
- _____ 3. Necessary personal, legal, or personal business matter
- _____ 4. Family obligation
- _____ 5. Religious holiday
- _____ 6. Emergency
- _____ 7. Unrestricted

Signature of Employee

Principal Verification of Eligibility

1st day

2nd day

3rd day

4th day

Superintendent Approval

Disapproved (4 staff limitation)

ATTACHMENT E – FHEA GRIEVANCE FORM

FAIRPORT HARBOR EDUCATION ASSOCIATION

Grievance Form
Step I

GRIEVANCE NO. _____ GRIEVANT: _____
(To be completed by the administration)

Specific sections of the Negotiated Agreement DATE OF STEP I DISCUSSION _____
that were allegedly violated: _____

STATEMENT OF GRIEVANCE (Include factual background of and reasons for the grievance.
Use additional pages, if necessary.)

RELIEF SOUGHT (Use additional pages, if necessary)

Grievant

Date Filed

Administrator

Date Received

RESPONSE (Use additional pages, if necessary)

Date of Discussion

Administrator

Date of Response

Grievant

Date Received

pc: Labor Relation Consultant
FHEA President

FAIRPORT HARBOR EDUCATION ASSOCIATION

Step II Grievance Form

GRIEVANCE NO. _____

(Attach a copy of the Step I grievance form and response.)

STATEMENT OF DISAGREEMENT WITH STEP I RESPONSE AND REMAINING ISSUES IN DISPUTE

Grievant

Date Filed

Administrator

Date Received

RESPONSE (Use additional pages, if necessary)

Administrator

Date

Grievant

Date Received

pc: Labor Relation Consultant
FHEA President

FAIRPORT HARBOR EDUCATION ASSOCIATION

Step III Grievance Form

GRIEVANCE NO. _____ (Attach a copy of the Step II grievance form and response, and the Step II grievance form and response.)

STATEMENT OF DISAGREEMENT WITH STEP II RESPONSE AND REMAINING ISSUES IN DISPUTE

Grievant

Date Filed

Administrator

Date Received

RESPONSE (Use additional pages, if necessary)

Administrator

Date of Response

Grievant

Date Received

pc: Labor Relation Consultant
FHEA President

FAIRPORT HARBOR EDUCATION ASSOCIATION

Step IV Grievance Form

GRIEVANCE NO. _____ (Attach a copy of the Step III grievance form and response, the Step II grievance form and response, and the Step I grievance form and response.)

STATEMENT OF DISAGREEMENT WITH STEP III RESPONSE AND REMAINING ISSUES IN DISPUTE

Grievant

Date Filed

Administrator

Date Received

RESPONSE (Use additional pages, if necessary)

Administrator

Date of Response

Grievant

Date Received

pc: Labor Relation Consultant
FHEA

President

ATTACHMENT F

**FAIRPORT BOARD OF EDUCATION
Benefit Comparison**

	<u>Authorized</u>	<u>SUPER BLUE SELECT</u>	<u>Self Referral</u>
Dependent Age Limit	25		25
<u>Hospital Services</u>			
Semi-Private Room and Board	100%		70%, \$250 ded.
Antillary Services	100%		70%
Diagnostic X-Ray and Lab	100%		70%
Well-Child Care	100%		Not Covered
Emergency Accident	100%		100%
Pre-Admission Testing	100%		70%
Maternity Care	100%		70%
<u>Medical Surgical Benefits</u>			
Surgery	100%		70% UCR
Obstetrical Services	100%		70% UCR
Anesthesia	100%		70% UCR
In-Hospital Physician Services	100%		70% UCR
Out-Patient Surgery	100%		70% UCR
Diagnostic X-Ray and Lab	100%		70% UCR
Physical Therapy	100%, \$10 co-pay		70% UCR
	Combined with occupational therapy, 20 visit max. Authorization required for additional visits.		
<u>Mental Health and Substance Abuse Services</u>			
In-Patient Mental Health/ Substance Services	100% limited to 90 days per benefit period, one admission per benefit period for substance abuse, 3 per lifetime		Not Covered

Out-Patient Mental Health/ Substance Abuse	100% 20 visits combined Mental Health/Substance Abuse max per benefit period combined authorized and self-referral	50% 20 visits combine Mental Health/Substance Abuse max per benefit and self referral
Supplemental Major Medical		
Lifetime Maximum	\$2,500,000 per person	\$2,500,000 per person
Deductibles	\$0	\$0
Coinsurance	N/A	30%
Co-pay Limits (excluding deductible)	N/A	N/A
Medical Necessary Office Visits	100%, \$10 co-pay	70% UCR
Durable Medical Equipment	Not Covered	Not Covered
Ambulance Services	100%, \$25 per occurrence	70%
Annual Physicals	100%, \$10 co-pay	Not Covered
Prescription Drugs	\$10/\$5	\$5 mail order
Allergy Tests and Treatments	100%	Not Covered
Non-Emergency Service in Emergency Room	100%	70%-\$50 ded. per visit
Immunizations/Well Baby Care (up to age 9)	100%, \$10 co-pay	Not Covered
Home Health Care Services	100% 30 days authorization	Not Covered
Hospice Services	100% UCR	Not Covered
Private Duty Nursing	Not Covered	Not Covered
Skilled Nursing Facility	100% (with Med-review) 100 days per benefit period combined authorized/self referral	70% subject to in-patient hospital deductible 100 days per benefit period combined authorized

This is a summary of your benefit program. Contractual details may be found in the subscriber certificate and group contract.

MEMORANDUM OF AGREEMENT
BETWEEN
FAIRPORT HARBOR EDUCATION ASSOCIATION
AND
FAIRPORT HARBOR BOARD OF EDUCATION

This Memorandum of Agreement is made by and between the Fairport Harbor Board of Education and the Fairport Harbor Education Association.

The Race to the Top transformation team shall develop new observation and evaluation forms and procedures. Once the team has developed new forms and procedures, they will be presented to the Board for approval and the Association for ratification. Unless and until the Board approves and the Association ratifies the new forms, and procedure the current procedures and evaluation forms will be used. Once approved, the new process will be piloted for a period of time not to exceed one year, and if determined successful by both sides will be fully implemented with the beginning of the next school year.

ATTACHMENT G

COMPLETION OF SUPPLEMENTAL CONTRACT AND REQUEST FOR PAYMENT

I, _____ have completed my supplemental contract for
(print name)

_____ for the _____ / _____ school year.
(assignment)

I request payment be made through option A option B
(circle one)

(Signature) (Date)

(Athletic Director) (Date)

(Principal) (Date)

(Superintendent) (Date)

ATTACHMENT H

Fairport Harbor Exempted Village School District
ASSAULT LEAVE FORM
CERTIFIED/LICENSED STAFF

I hereby request assault leave according to the provisions of O.R.C. 3319.143 and the Negotiated Agreement between Fairport Harbor Education Association and the Fairport Harbor Board of Education.

Name _____

Building and Assignment _____

I certify that my absence on _____
Date(s)

Was due to a physical injury or emotional trauma related to an assault which occurred during the course of employment with the Board of Education while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.

The Superintendent may require a licensed physician's statement justifying the leave. Please furnish the following information:

Physician's Name

Physician's Address

Date(s) of Treatment

Employee's Signature

Date

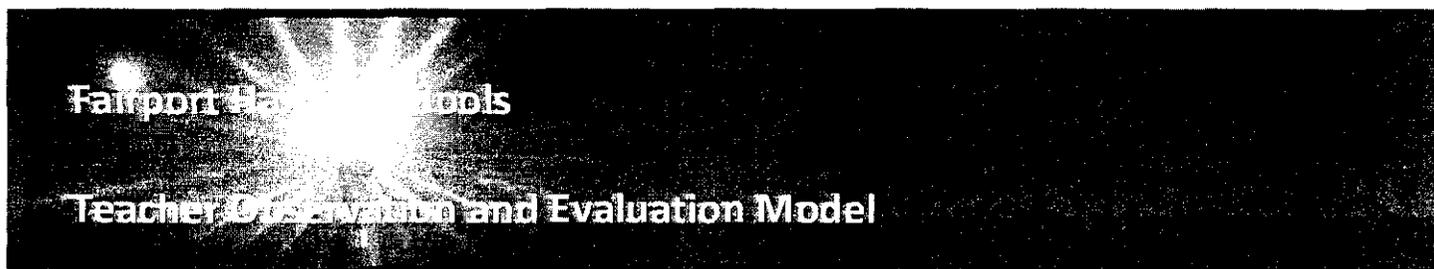
Principal's Signature

Date

Superintendent's Signature

Date

ATTACHMENT I



Purpose Statement: The Fairport Harbor Schools Teacher Growth Model is designed to engage teachers in self-directed, on-going, collaborative growth to maximize student achievement.

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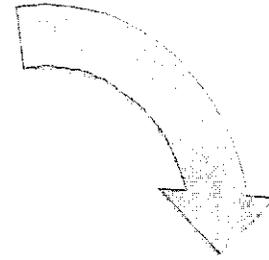
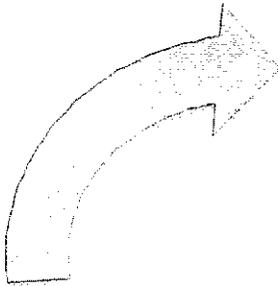
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The teacher creates a video of a lesson and watches the lesson making notes and observations. The teacher should then identify 3 areas of strength and 2 areas for development and note them as goals on the worksheet. The Teacher collaborates with colleagues and notes suggestions and observations. Teachers should also identify which acceptable student growth measures they will use to demonstrate student growth at the end of the cycle.

1



The teacher's score will determine the next course of action for the teacher's development plan with the option of carrying goals over to the next school year, selecting new goals or a professional development plan.

(See the bottom of the summative evaluation sheet)

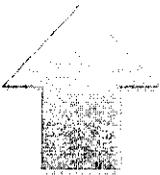
6

Fairport Harbor Schools

Observation Module Proposal Flow Chart

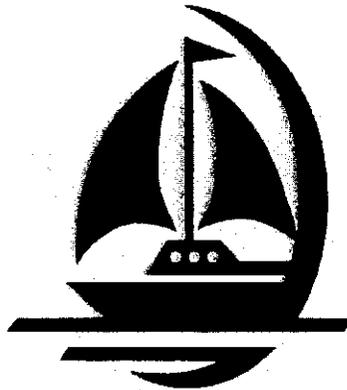
The administrator watches the video, and discusses the goals that have been set with the teacher. At this time the administrator may add or change a goal if necessary and provides the teacher with a rubric for the video.

2



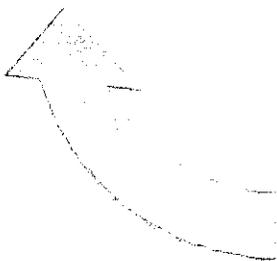
Based on the teachers score on the observations and results on the teacher-determined categories on the Student Growth Measure the administrators will assign the teacher a summative score. The administrator will then go over the rubric and the evaluation with the teacher.

5

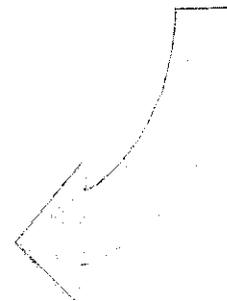


The teacher records a new video of a lesson or schedules an observation in the classroom. The administrator will review the lesson, look through the teacher's portfolio and complete a rubric with a focus on the goals that the teacher has identified.

3



The teacher records a new video of a lesson or schedules an observation in the classroom. The administrator will review the lesson, look through the teacher's portfolio and complete a rubric with a focus on the goals that the teacher has identified.



Fairport Harbor Ex. Village Schools Educator Observation and Reflection Tool

Directions: After reviewing your lesson review the areas of strength and areas for growth. Record no more than four areas of strength and four areas for growth in the chart below, indicating the Ohio Standards for the Teaching Profession to which each area relates. Within the areas for growth select two priority areas that you want to focus on in the goal setting process.

Name:	Date:	Grade/ Subject:	
Areas of strength (Indicated OSTP)			
Areas for growth (indicate OSTP)		In Progress	Completed

Teacher Signature's _____

Administrator Signature's _____

Derived from the Ohio Department of Education Formative Assessment Tool (Resident Educator)

Selected Student Growth Measure(s)	Measure Score			
	/58			
	/58			
	/58	/ By the total # of measures	=	Total /58

Educator Reflection Tool

Why do I....?	How do I...?
<p>Standard 1: Teachers understand student learning and development and respect the diversity of the students they teach. Display knowledge of how students learn and of the developmental characteristics of age groups? Understand what students know and are able to do and use this knowledge to meet the needs of all students? Demonstrate the expectation that all students will achieve to their full potential? Model respect for students' diverse cultures, language skills and experiences? Recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and intervention?</p>	
<p>Standard 2: Teachers know and understand the content area for which they have instructional responsibility. Know the content I teach and use my knowledge of content specific concepts, assumptions and skills to plan instruction? Understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline? Understand school and district curricula priorities and the Ohio academic content standards? Understand the relationship of knowledge within the discipline to other content areas? Connect content to relevant life experiences and career opportunities?</p>	
<p>Standard 3: Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning. Know about assessment types, their purposes and the data they generate? Select, develop and use a variety of diagnostic, formative and summative assessments? Analyze data to monitor student progress and learning and to plan, differentiate and modify instruction? Collaborate and communicate student progress with students, parents and colleagues? Involve learners in self-assessment and goal setting to address gaps between performance and potential?</p>	
<p>Standard 4: Teachers plan and deliver instruction that advances the learning of each individual student. Align my instructional goals and activities with school and district priorities and the Ohio academic content standards? Use information about students' learning and performance to plan and deliver instruction that will close the achievement gap? Communicate clear learning goals and explicitly link learning activities to those defined goals? Apply knowledge of how students think and learn to instructional design and delivery? Differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students? Create and select activities that are designed to help students develop as independent learners and complex problem-solvers? Use resources effectively, including technology, to enhance student learning?</p>	
<p>Standard 5: Teachers create learning environments that promote high levels of learning and achievement for all students. Treat all students fairly and establish an environment that is respectful, supportive and caring? Create an environment that is physically and emotionally safe? Motivate students to work productively and assume responsibility for their own learning? Create learning situations in which students work independently, collaboratively and/or as a whole class? Maintain an environment that is conducive to learning for all students?</p>	
<p>Standard 6: Teachers collaborate and communicate with students, parents, and other educators, administrators and the community to support student learning. Communicate clearly and effectively? Share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health? Collaborate effectively with other teachers, administrators and school and district staff? Collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning?</p>	
<p>Standard 7: Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community. Understand, uphold and follow professional ethics, policies and legal codes of professional conduct? Take responsibility for engaging in continuous, purposeful professional development? Become an agent of change who seeks opportunities to positively impact teaching quality, school improvements?</p>	

Ohio Department of Education

Observation Videos must include:

View of the room where walls are visible

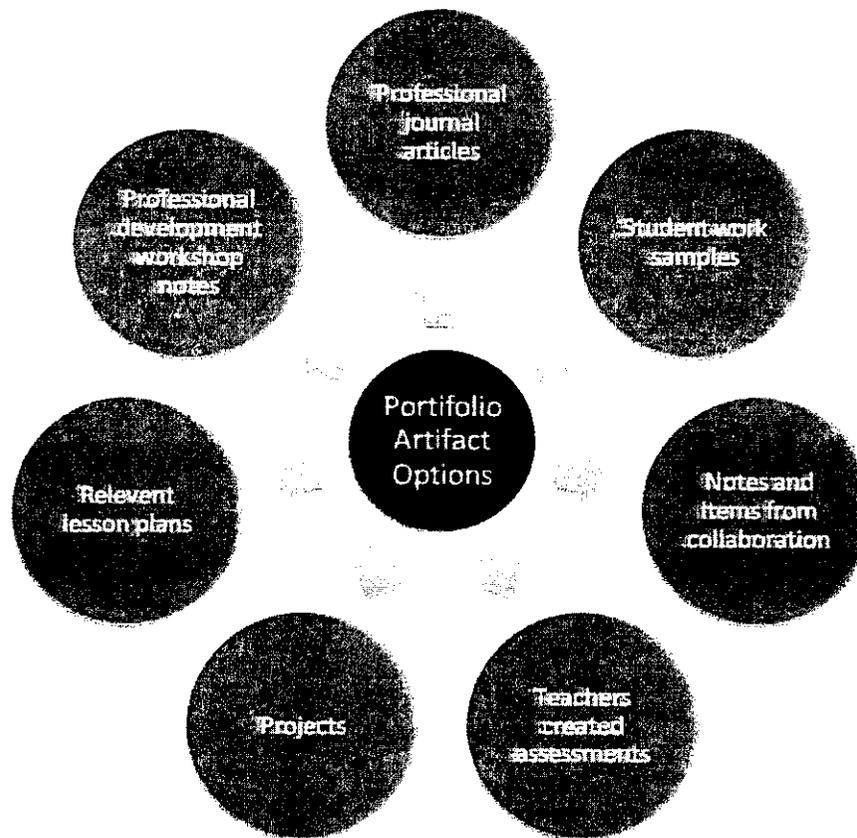
Panning view of the room

Educator Portfolio

Purpose: Portfolios enable educators to improve upon, portray, and assess their work. They are collections of purposeful, specialized, ongoing evidence that is used as a means for communicating with supervisors and observing data trends over time. Professional portfolios are developed in the context of collaborative inquiry as a tool for teachers to explore, reflect upon, and address issues that affect their practice.

Required Artifacts: Observation Rubric (42pts), Educator Reflection Tool, Walk Through Forms (minimum 4).

Optional Artifacts:



The purpose of the optional artifacts is to allow the teacher to provide evidence of their growth and development in working toward mastery of the State Standards.

Teacher Observation Rubric and Scoring Sheet

Teacher _____
 Subject _____ Grade Level _____

Ohio Content Standards for Educators		Proficient (4)	Developing (2)		Score
<p>Standard 1: Teachers understand student learning and development and respect the diversity of the students they teach.</p> <p>How Do I? Why Do I? Display knowledge of how students learn and of the developmental characteristics of age groups? Understand what students know and are able to do and use this knowledge to meet the needs of all students? Demonstrate the expectation that all students will achieve to their full potential? Model respect for students' diverse cultures, language skills and experiences? Recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and intervention?</p>	<p>Makes insightful connections between curriculum and CCS (Common Core Standards)</p> <p>Demonstrates an in-depth knowledge of student development through the use of developmentally appropriate instructional materials & strategies.</p> <p>Lesson Plans are exceptional.</p> <p>Engaging and relevant initiating activity.</p> <p>Strong evidence that instruction is modified to meet student need (accommodation or acceleration)</p>	<p>Demonstrates a comprehensive knowledge of student development through the use of appropriate instructional materials & strategies</p> <p>Written lesson plan with instructional objectives that are at the appropriate level of difficulty</p> <p>Some evidence that instruction is modified to meet student need (accommodation or acceleration)</p> <p>Materials are suitable to the lesson and ready for use.</p> <p>Initiates the lesson promptly</p> <p>Uses initiating activity</p>	<p>Makes superficial connections between the curriculum and (Common Core Standards)</p> <p>Conveys a limited knowledge of student development through the use of inappropriate instructional materials & strategies</p> <p>Minimal evidence that instruction is modified to meet student need (accommodation or acceleration)</p>	<p>Makes no connection between the curriculum and (Common Core Standards)</p> <p>Minimal or no evidence of knowledge of student development</p> <p>Unprepared for the lesson</p> <p>No initiating activity</p> <p>No evidence that instruction is modified to meet student need (accommodation or acceleration)</p>	/6

<p>Standard 2: Teachers know and understand the content area for which they have instructional responsibility.</p> <p>How Do I? Why Do I? Know the content I teach and use my knowledge of content specific concepts, assumptions and skills to plan instruction? Understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline? Understand school and district curricula priorities and the Ohio academic content standards? Understand the relationship of knowledge within the discipline to other content areas? Connect content to relevant life experiences and career opportunities?</p>	<p>Reveals an in-depth thorough knowledge of content and effective presentation skills.</p> <p>Makes insightful connections between standards and curriculum</p> <p>Uses a wide variety of resources.</p>	<p>Conveys a thorough knowledge of content</p> <p>Connects standards and curriculum</p> <p>Uses many resources</p> <p>Breaks down content into understandable concepts</p> <p>Asks purposeful questions</p> <p>Responses to questions demonstrate a depth of knowledge appropriate to the lesson</p>	<p>Conveys knowledge content that is sometimes incomplete or not up-to-date</p> <p>Presentation skills are inconsistent</p> <p>Incomplete connection between standards & curriculum</p> <p>Use of appropriate resources is marginal</p>	<p>Conveys knowledge content that is frequently inaccurate and out-of-date</p> <p>Evidence of presentation skills is weak</p> <p>Connection between standards & curriculum is infrequent</p> <p>Use of appropriate resources is infrequent</p>	/6
--	---	--	---	--	----

<p>Standard 3: Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.</p> <p>Know about assessment types, their purposes and the data they generate? Select, develop and use a variety of diagnostic, formative and summative assessments? Analyze data to monitor student progress and learning and to plan, differentiate and modify instruction? Collaborate and communicate student progress with students, parents and colleagues? Involve learners in self-assessment and goal setting to address gaps between performance and potential?</p>	<p><i>Effectively communicates learning goals to students</i></p> <p><i>Uses a wide variety of means and instruments, including instruction embedded assessment, to assess student achievement of learning goals and standards</i></p> <p><i>Effectively used student performance data in planning instruction</i></p> <p><i>Maintains in-depth records of student performance</i></p> <p><i>Promotes student self-assessment</i></p>	<p><i>Communicates learning goals to students</i> <i>uses a variety of means & assessments to assess student achievement of learning goals and standards</i></p> <p><i>Does not frequently use student data in planning instruction</i></p> <p><i>Maintains appropriate records of student performance</i></p> <p><i>Testing/baseline assessment used in planning instruction</i></p> <p><i>Evidence of student progress from the baseline</i></p> <p><i>Monitoring and adjusting evident during instruction</i></p> <p><i>Divergent questioning skills evidenced</i></p> <p><i>Grading policy in place</i></p>	<p><i>Provides limited communication of learning goals to students</i></p> <p><i>Utilizes a limited variety of means & instruments to assess student achievement of learning goals and standards</i></p> <p><i>Uses limited student data in planning instruction</i></p> <p><i>Maintains incomplete records of student performance</i></p>	<p><i>Provides no evidence of communicating learning goals to students</i></p> <p><i>Does not utilize a variety of means & instruments to assess student achievement of learning goals and standards</i></p> <p><i>Provides no evidence of using student data in planning instruction</i></p> <p><i>Maintains inaccurate or confused records of student performance</i></p>	<p>/6</p>
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<p>Standard 4: Teachers plan and deliver instruction that advances the learning of each individual student.</p> <p>Align my instructional goals and activities with school and district priorities and the Ohio academic content standards? Use information about students' learning and performance to plan and deliver instruction that will close the achievement gap? Communicate clear learning goals and explicitly link learning activities to those defined goals? Apply knowledge of how students think and learn to instructional design and delivery? Differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students? Create and select activities that are designed to help students develop as independent learners and complex problem-solvers? Use resources effectively, including technology, to enhance student learning?</p>	<p>Demonstrates an instructional delivery that is characterized by active student involvement; positive and frequent student/teacher interactions; meaningful instructional goals</p> <p>Communicates clearly and fully</p> <p>Utilizes a wide variety of teaching styles to address multiple learning styles or intelligence's</p> <p>Employs sound questioning techniques with appropriate follow up to engage students analytically</p>	<p>Demonstrates an instructional delivery that fosters student involvement; encourages</p> <p>Student/teacher interaction; appropriate instructional lessons; clear instructional goals</p> <p>Communicates effectively</p> <p>Utilizes a variety of teaching styles to address multiple learning styles or intelligence's</p> <p>Uses multi media effectively</p> <p>Maintains an appropriate lesson pace.</p>	<p>Inconsistently provides opportunities for students to develop responsibility and self discipline</p> <p>Instructional time is not always effectively managed</p> <p>Is inconsistent and/or sometimes ineffective in maintaining classroom routine</p> <p>Does not effectively manage the educational setting</p>	<p>Demonstrates an instruction that is inconsistent and/or incomplete</p> <p>Manages instructional time ineffectively</p> <p>Is inconsistent and/or ineffective in maintaining classroom routine</p> <p>Utilizes inconsistently a variety of teaching styles to address multiple learning styles or intelligence's</p> <p>Manages educational setting ineffectively</p>	<p>/6</p>
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<p>Standard 5: Teachers create learning environments that promote high levels of learning and achievement for all students.</p> <p>Treat all students fairly and establish an environment that is respectful, supportive and caring? Create an environment that is physically and emotionally safe? Motivate students to work productively and assume responsibility for their own learning? Create learning situations in which students work independently, collaboratively and/or as a whole class? Maintain an environment that is conducive to learning for all students?</p>	<p>Encourages students to demonstrate responsible behavior in a wide variety of settings</p> <p>Assesses use of instructional times and makes necessary adjustments</p> <p>Maintains a physical environment that is comfortable and pleasant in order to provide for the widest variety of student needs</p>	<p>Provides opportunities for students to demonstrate responsible behavior</p> <p>Maintains functional use of available time consistently</p> <p>Establishes an effective classroom routine which students clearly understand</p> <p>Maintains a functional and comfortable classroom setting</p> <p>Level of student activity is appropriate to the</p> <p>The noise level is appropriate to the activity</p>	<p>Inconsistently provides opportunities for students to develop responsibility and self discipline</p> <p>Instructional time is not always effectively managed</p> <p>Is inconsistent and/or sometimes ineffective in maintaining classroom routine</p> <p>Does not effectively manage the educational setting</p>	<p>Provides no opportunities for students to develop responsibility and self discipline</p> <p>Displays little or no skill in the use and organization of available instructional time</p> <p>Conveys no evidence of established classroom routine</p> <p>Displays little or no skill in organizing the classroom setting.</p>	<p>/6</p>
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<p>Standard 6: Teachers collaborate and communicate with students, parents, and other educators, administrators and the community to support student learning.</p> <p>Communicate clearly and effectively? Share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health? Collaborate effectively with other teachers, administrators and school and district staff? Collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning?</p>	<p>Develops effective collaborative relationship with colleagues to meet the learning needs of students</p> <p>Participates in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life</p> <p>Volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project</p> <p>Develops effective collaborative relationships with students to meet the learning needs of students</p> <p>Provides frequent information to parents, as appropriate, about the instructional program</p> <p>Provides information to parents frequently on both positive and negative aspects of student progress; response to parent concerns is handled with great sensitivity</p>	<p>Develops collaborative relationships with colleagues to meet the learning needs of students</p> <p>Develops collaborative relationships with students to meet the learning needs of students</p> <p>Provides frequent information to parents, as appropriate, about the instructional program</p> <p>Communicates with parents about students progress on a regular basis and is available to respond to parent concerns.</p> <p>Facilitates student participation, accepting and using suggestions/ideas from students</p> <p>Participates in team planning/ curriculum development</p> <p>Participates in team meetings and processes program concerns in a collaborative manner</p> <p>Evidence of consensus building</p>	<p>Maintains cordial relationships with colleagues to meet the learning needs of students</p> <p>Participates in school events when specifically asked</p> <p>Participates in school and district projects when specifically asked</p> <p>Makes inconsistent attempts to develop collaborative relationships with students to meet the learning needs of students</p> <p>Participates in the school's activities for parent communication but offers little additional information</p> <p>Adheres to the school's required procedures for communicating to parents; responses to parent concerns are minimal</p>	<p>Maintains negative or self-serving relationships with colleagues</p> <p>Avoids becoming involved in school events</p> <p>Avoids becoming involved in school and district projects</p> <p>Makes no attempt to develop collaborative relationships with students to meet their learning needs</p> <p>Provides little information about the instructional program to families</p> <p>Provides minimal information to parents and does not respond or maintains negative or self-serving relationships with colleagues</p> <p>Avoids becoming involved in school events</p> <p>Avoids becoming involved in school and district projects</p> <p>Makes no attempt to develop collaborative relationships with students to meet their learning needs</p> <p>Provides little information about the instructional program to families</p> <p>Provides minimal information to parents and does not respond or make an effort.</p>	<p>/6</p>
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<p>Standard 7: Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.</p> <p>Understand, uphold and follow professional ethics, policies and legal codes of professional conduct? Take responsibility for engaging in continuous, purposeful professional development? Become an agent of change who seeks opportunities to positively impact teaching quality, school improvements?</p>	<p>Makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals; cites many specific examples from the lesson and weighs the relative strength of each</p> <p>Makes specific, alternative adjustments as needed on a continued basis</p>	<p>Makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goal; cites general references to support the judgment</p> <p>Makes a few specific alternative suggestions as needed "What did I do well?" "What would I have changed?" "In the future I will..." "I was glad I...", "The next time I will..." "If you were to do this lesson over, what would you do differently?"</p> <p>"Tell me some changes you have made since..."</p> <p>Teacher provides evidence of learning</p> <p>Since the last observation, the teacher has applied suggestions and self-observation/ reflections to improve or try new teaching strategies.</p>	<p>Makes a general but accurate impression of a lesson's effectiveness and the extent to which instructional goals were met</p> <p>Makes general suggestions about how a lesson may be improved</p>		/6
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Total Score _____/42

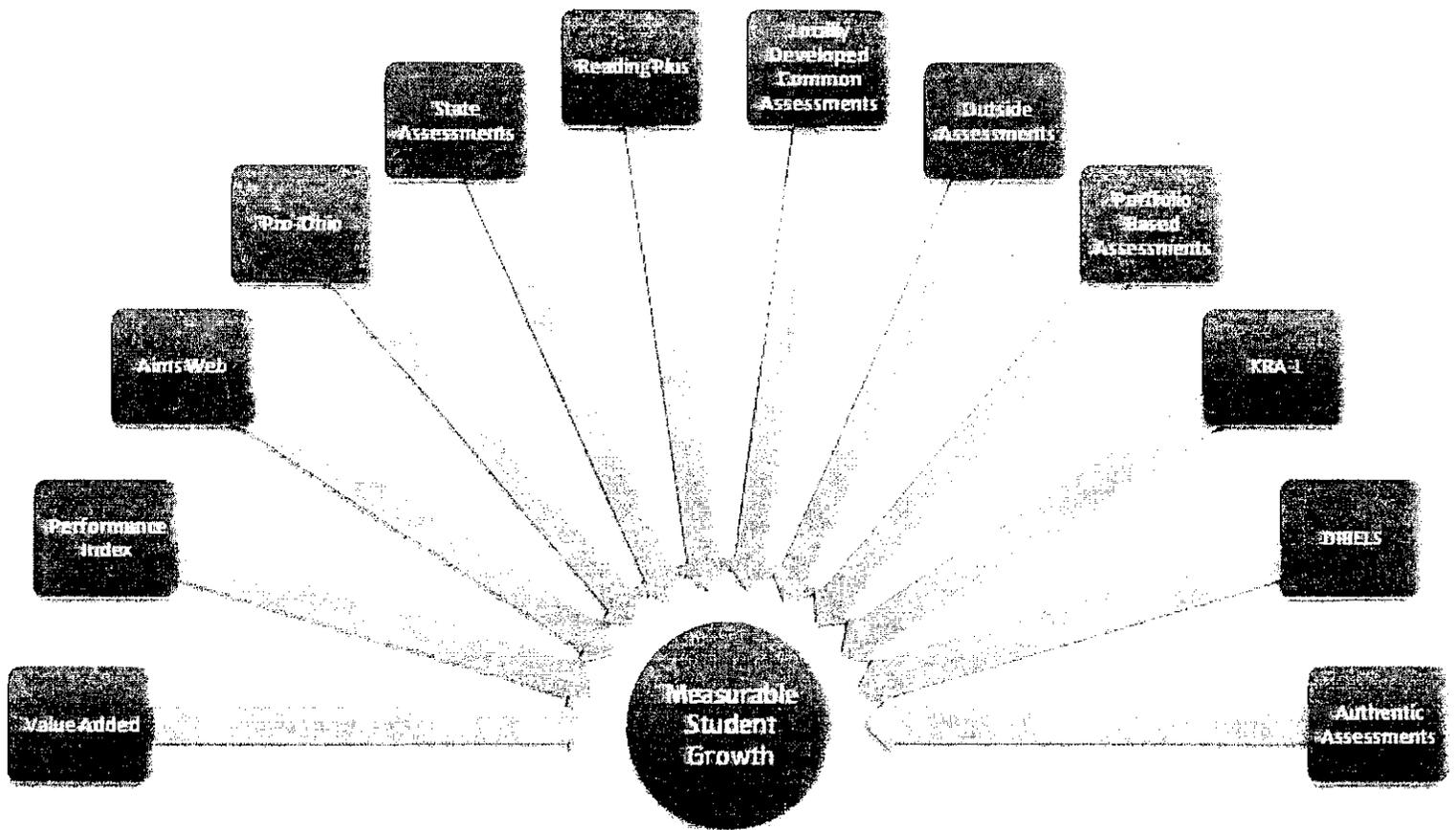
Teacher Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

Student Growth Measures

Purpose Statement: The purpose of using multiple student growth measures in teacher evaluation process is to utilize data derived from the students we teach to identify and remediate gaps in teacher effectiveness and to improve student achievement.

Teachers may select any number of student growth measure options from the list below. Other options that are not included on this list may also be considered.



Accomplished

Most students have made *above expected* growth (58)

Most students have made *expected* growth based on the selected growth measure. (56)

The teacher demonstrates *strong* knowledge of student data and uses the data to drive instruction. The teacher has significant evidence that he/she has provided interventions to struggling students and a significant majority of students have made *expected* growth. (54)

The teacher has *significant* evidence that he/she has provided interventions to struggling students and *most* students have made *expected* growth (52)

Proficient

The students have *shown* *expected* growth based on the selected growth measure. (50)

The teacher has a *strong* knowledge of the classroom data and uses the data to drive instruction and students have shown *expected* growth. (48)

The teacher has *significant* evidence that he/she has provided interventions to struggling students and students have made *expected* growth. (46)

Students have made *expected* growth. (44)

Student Growth Measure:

58-52 Accomplished

50-40 Proficient

42-38 Developing

36-20 Ineffective

Expected Growth= 1 year of progress (or more) from the starting point for an individual student.

Developing

The students have shown *less than expected* growth, however, the teacher provides *extensive* evidence that he/she has attempted to use student data to drive instruction and has provided interventions to struggling students. (42)

The students have shown *less than expected* growth, however, the teacher provides *some* evidence that he/she has attempted to use student data to drive instruction and has provided interventions to struggling students. (40)

The students have shown *less than expected* growth based on the selected growth measure. (38)

Ineffective

The students have shown *minimal* growth based on the selected growth measure. *Attempts* at intervention have been made. (36)

The students have shown *minimal* growth based on the selected growth measure. *Minimal* attempts at intervention have been made. (30)

The students have shown *minimal* growth based on the selected growth measure. *No* attempts at intervention have been made. (24)

The students have shown *no* growth or regression based on the selected growth measure and the teacher provides no (or limited) reasons for the lack of growth and has made *no* attempts to provide interventions. (20)

Fairport Harbor Schools

Summative Teacher Evaluation To be completed NO LATER than April 1 and returned to the teacher NO LATER than April 10

ORC 3319.111

Ohio Teacher Standards	Observation 1 Formative Feedback (points not calculated in evaluation)	Observation 2 Score	Total Score
Standard 1: The teacher understands student learning and development and respects the diversity of the students they teach.			/6
Standard 2: The teacher knows and understands the content area for which they have instructional responsibility.			/6
Standard 3: The teacher understands and uses varied assessments to inform instruction, evaluate and ensure student learning.			/6
Standard 4: The teacher plans and delivers instruction that advances the learning of each individual student.			/6
Standard 5: The teacher creates learning environments that promote high levels of learning and achievement for all students.			/6
Standard 6: The teacher collaborates and communicates with students, parents, and other educators, administrators and the community to support student learning.			/6
Standard 7: The teacher assumes responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.			/6
			/42

Student Growth Evidence (Total Score / by the # of growth measures)

Selected Student Growth Measure(s)	Measure Score		
	/58		
	/58		
	/58	/ By the total # of measures	
Total Observation Points	Student Growth Evidence	Total Score	
/42	/58	/100	

100-90 **Accomplished** - All goals have shown significant improvement. Teachers at the *Accomplished* level shall complete an evaluation cycle once every two years rather than annually. **Action Plan:** The teacher is considered a reflective practitioner and will set new professional goals.

89-80 **Proficient** - One or more of the goals still requires work as determined by the teacher or administrator. **Action Plan:** That goal(s) continues into the following year and the appropriate number of additional goals will be added.

79-70 **Developing**- Improvement Plan - Goals have not been met, however; improvement efforts are well documented. **Action Plan:** The goals remain in place for the coming year with additional support provided by administration.

Below 70 **Ineffective**- Improvement Plan including a strategic Professional Development program- Goals have not been met, minimal documentation provided showing attempts to improve. **Action Plan:** Goals will remain in place for the next year with benchmarks for improvement and expectations directed by administration.

Teacher Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

Fairport Harbor Schools: Learning Walkthrough

Lesson Objective: _____

Teacher:	Observer:	Time:	Date:
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Standard 1: Teachers understand student learning and development and respect the diversity of the students they teach.

- Demonstrates an in-depth knowledge of student development through the use of developmentally appropriate instructional materials & strategies.
- Engaging and relevant initiating activity.
- Strong evidence that instruction is modified to meet student need (accommodation or acceleration)
- The teacher models respect for students' diverse cultures, language skills and experiences.

Standard 2: Teachers know and understand the content area for which they have instructional responsibility.

- Makes insightful connections between standards and curriculum
- Reveals an in-depth thorough knowledge of content and uses effective presentation skills.
- Uses a wide variety of resources.
- Lesson plan with instructional objectives that are at the appropriate level of difficulty.

Standard 3: Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

- Effectively communicates learning goals to students
- Uses a wide variety of means and instruments, including instruction embedded assessment, to assess student achievement of learning goals and standards
- Effectively used student performance data in planning instruction
- Maintains in-depth records of student performance
- Promotes student self- assessment

Standard 4: Teachers plan and deliver instruction that advances the learning of each individual student.

- Makes specific connections between curriculum and CCS (Common Core Standards)
- Students understand the goals of the lesson.
- Demonstrates an instructional delivery that is characterized by active student involvement; positive and frequent student/teacher interactions; meaningful instructional goals
- Communicates clearly and fully.
- Utilizes a wide variety of teaching styles to address multiple learning styles or intelligence's
- Employs sound questioning techniques (Bloom's Taxonomy) with appropriate follow up to engage students analytically.

Standard 5: Teachers create learning environments that promote high levels of learning and achievement for all students.

- Encourages students to demonstrate responsible behavior in a wide variety of settings
- Assesses use of instructional times and makes necessary adjustments
- Maintains a physical environment that is comfortable and pleasant in order to provide for the widest variety of student needs
- Uses research-based teaching strategies.
- A well defined management system is posted
- Students are actively engaged during centers and independent work.
- Students move efficiently across transitions.
- Student work is displayed along with the standard, performance task and rubric.
- Teacher circulates around the room providing guidance to individual students.
- Visual displays are linked to the curriculum.

NOTES:

Learning Walkthroughs Implementation Guide

Purpose: The purpose of a learning walkthrough is to aggregate data across teachers and over time. It is intended to provide a record that develops a clear picture of the quality and variations in quality of instruction within a school.

Guidelines:

1. Learning walkthroughs are unannounced classroom visits that will be conducted by an administrator or teacher.
2. Learning walkthroughs should provide timely feedback on classroom practices in collaboration with peers.
3. Learning walkthroughs are intended to be a brief snapshot of the teaching and learning that occurs at any given time in the classroom.
4. Learning walkthroughs are not intended to be evaluative but will be included in the teacher development portfolio as supporting evidence for evaluation.
5. Learning walkthroughs will occur for each teacher a *minimum* of 4 times per year (i.e., one (1) time every nine (9) weeks)

Teacher									
K									
K									
1									
1									
2									
2									
3									
3									
4									
4									
5									
5									
Sp Ed.									
Music									
Art									
Science									
Gym									
Title 1									
Pre-K									
Speech									

Learning Walkthroughs Implementation Guide

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4. Learning walkthroughs are not intended to be evaluative but will be included in the teacher development portfolio as supporting evidence for evaluation.

Teacher									
Math									
Language Arts									
Social Studies									
Science									
Art									
Foreign Language									
PE/Health									
Music									
Sp Ed.									
Speech									



**Lake County Schools Council
SuperMed Plus
Plan 1**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$2,000 / \$4,000	\$4,000 / \$8,000
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR & Pneumococcal Polysaccharide are covered services)	80% after deductible	60% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	80% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	80% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room ²	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$75 copay, then 80%	60% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	80% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	80% after deductible	60% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above.

However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible.

3-month carryover applies.

²Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County Schools Council
SuperMed Plus
Plan 2**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$250 / \$500	\$500 / \$1,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (Illness/Injury)	90% after deductible	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR and Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ²	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ³	\$50 copay, then 90%	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**Lake County Schools Council
SuperMed Plus
Plan 3**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon the end of month	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family ¹	\$100 / \$200	\$200 / \$400
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$500 / \$1,000	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, meningococcal polysaccharide vaccine HPV, Influenza, VSV, Hepatitis B, MMR & Pneumococcal Polysaccharide are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (Ages nine and over, one per benefit period)	100%	50%
Well Child Care Services including Exam and Immunizations (To age one, limited to a \$1,000 maximum; Ages one to nine, limited to a \$300 maximum per birth year)	100%	50%
Well Child Care Laboratory Tests (To age nine)	100%	50%
Routine Mammogram (One per benefit period)	100%	50%
Routine Pap Test (One per benefit period)	100%	50%
Routine Exam associated with Pap Test (Ages nine and over, one per benefit period)	100%	50%
Routine Prostate Specific Antigen (PSA)	100%	50%
Routine Endoscopies (Ages nine and over)	100%	50%
Routine Labs, X-Rays & Medical Tests (Ages nine and over)	100%	50%
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁴	\$50 copay, then 90%	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (30 visits per benefit period)	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



Your Personal Prescription Benefit Program

Adopted Model for Standard Plan Designs - Plan 1

MEMBERS	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate medicine needs or short-term medicine	For maintenance or long-term medicine(s)
You will pay:	\$10 copay - Generic Script \$30 copay - Preferred Brand \$50 copay - Non-Preferred Brand	\$20 copay - Generic Script \$60 copay - Preferred Brand \$100 copay - Non-Preferred Brand
Days Supply Limit:	30 day supply	90 day supply

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

Caremark.com is a hassle free, round-the-clock way to order refill prescriptions, check order status and get important medicine information. Please see the inside front cover for more details.

2. 1-800-776-1355

Call toll-free for the Caremark fully automated refill phone service.

3. Caremark Customer Care

Call **1-800-776-1355** to speak to a Caremark Customer Care representative, 24 hours a day, seven (7) days a week. You may also email Customer Care 24 hours a day, seven (7) days a week at customerservice@caremark.com.

When you call or log in, be ready to provide:

- Plan participant's ID number provided by your plan
- Plan participant's date of birth
- Your VISA[®], Discover[®], MasterCard[®] or American Express[®] number with expiration date, if your plan requires a payment

Need Another Prescription ID Card? Additional ID cards can be obtained by calling Caremark Customer Care at **1-800-776-1355**.



Your Personal Prescription Benefit Program

Adopted Model for Standard Plan Designs - Plan 2

REFILL TERMS	REFILL PHARMACY	MAIL SERVICE PHARMACY
	For immediate medicine needs or short-term medicine	For maintenance or long-term medicine(s)
You will pay:	\$10 copay - Generic Script \$25 copay - Preferred Brand \$40 copay - Non-Preferred Brand	\$20 copay - Generic Script \$50 copay - Preferred Brand \$80 copay - Non-Preferred Brand
Days Supply Limit:	30 day supply	90 day supply

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

Caremark.com is a hassle free, round-the-clock way to order refill prescriptions, check order status and get important medicine information. Please see the inside front cover for more details.

2. 1-800-776-1355

Call toll-free for the Caremark fully automated refill phone service.

3. Caremark Customer Care

Call **1-800-776-1355** to speak to a Caremark Customer Care representative, 24 hours a day, seven (7) days a week. You may also email Customer Care 24 hours a day, seven (7) days a week at customerservice@caremark.com.

When you call or log in, be ready to provide:

- Plan participant's ID number provided by your plan
- Plan participant's date of birth
- Your VISA®, Discover®, MasterCard® or American Express® number with expiration date, if your plan requires a payment

Need Another Prescription ID Card? Additional ID cards can be obtained by calling Caremark Customer Care at **1-800-776-1355**.



Your Personal Prescription Benefit Program

Adopted Model for Standard Plan Designs - Plan 3

BENEFITS	RETAIL PHARMACY	MAIL SERVICE PHARMACY
	For immediate medicine needs or short-term medicine	For maintenance or long-term medicine(s)
You will pay:	\$5 copay - Generic Script \$20 copay - Preferred Brand \$30 copay - Non-Preferred Brand	\$10 copay - Generic Script \$40 copay - Preferred Brand \$60 copay - Non-Preferred Brand
Days Supply Limit:	30 day supply	90 day supply

Have More Questions?

Three Easy Ways To Contact Caremark

1. www.caremark.com

Caremark.com is a hassle free, round-the-clock way to order refill prescriptions, check order status and get important medicine information. Please see the inside front cover for more details.

2. 1-800-776-1355

Call toll-free for the Caremark fully automated refill phone service.

3. Caremark Customer Care

Call **1-800-776-1355** to speak to a Caremark Customer Care representative, 24 hours a day, seven (7) days a week. You may also email Customer Care 24 hours a day, seven (7) days a week at customerservice@caremark.com.

When you call or log in, be ready to provide:

- Plan participant's ID number provided by your plan
- Plan participant's date of birth
- Your VISA®, Discover®, MasterCard® or American Express® number with expiration date, if your plan requires a payment

Need Another Prescription ID Card? Additional ID cards can be obtained by calling Caremark Customer Care at **1-800-776-1355**.

ARTICLE 28 – FORM, EFFECT, AND DURATION

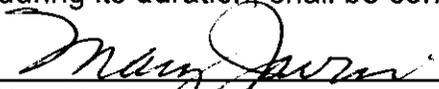
This contract shall be entitled "Collective Bargaining Agreement Between the Fairport Harbor Education Association and the Fairport Harbor Board of Education" hereinafter referred to as Agreement and shall be printed in a professional manner along with a table of contents in booklet form by the Board of Education at their expense and distributed to each certificated and school support personnel. The Association shall be provided ten (10) additional booklets for their use.

It is recognized that there are other Board policies and regulations and that the Board has the legal authority to adopt such policies so long as they do not conflict with the negotiated Agreement.

The provisions of this Agreement are effective as of July 1, 2012 and shall continue in force and effect through June 30, 2013.

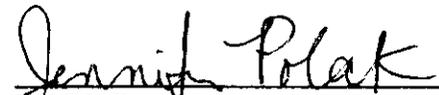
Should any provision of this Agreement be held illegal by a court of competent jurisdiction, it shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Any individual contract between the Board and individual teacher, heretofore executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

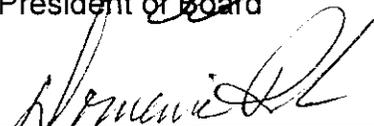


President of Board

9-11-12
Date

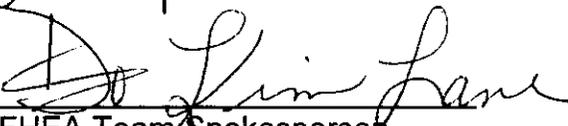


FHEA President

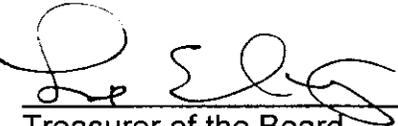


Superintendent

9/11/12
Date

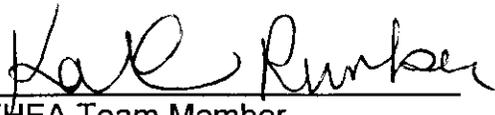


FHEA Team Spokesperson

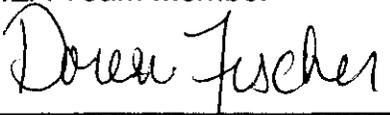


Treasurer of the Board

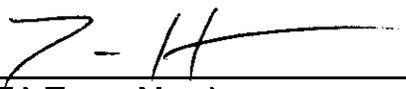
9/11/12
Date



FHEA Team Member



FHEA Team Member



FHEA Team Member



FHEA Team Member