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# **MASTER AGREEMENT**

## **THE FAIRLAND BOARD OF EDUCATION**

**AND**

## **THE FAIRLAND ASSOCIATION OF CLASSROOM TEACHERS [F.A.C.T.]**

JULY 1, 2012 – JUNE 30, 2015

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## ARTICLE 1: PREAMBLE/RECOGNITION

### 1.01 Role of Board, Superintendent and Teachers

#### 1. Role of Fairland Board of Education

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

#### 2. Role of the Fairland Local Superintendent

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

#### 3. Role of the Fairland Teachers

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

### 1.02 Recognition

The Fairland Local Board of Education, hereinafter referred to as the Board, recognizes the Fairland Association of Classroom Teachers, hereinafter referred to as the Association, as the sole and exclusive representative of all certificated personnel employed by the Board, excluding administrative, supervisory and substitute employees. Administrative and supervisory personnel as defined in Section 4117.01(F) of the Ohio Revised Code shall be excluded from the bargaining unit.

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

## **ARTICLE 2: AUTHORITY PROVISION**

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

## ARTICLE 3: NEGOTIATIONS PROCEDURE

### 3.01 “Good Faith” Negotiations

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

### 3.02 Areas for Discussion and Agreement

1. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this agreement for members of the bargaining unit.
2. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Fairland Local School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are provided by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

### 3.03 Procedure for Conducting Negotiations

1. Negotiations shall be conducted between authorized representatives of the Board and the Association. Said representatives will be known as the negotiations team. Each party shall be responsible for the selection of its team and shall give their team necessary authority to negotiate in “Good Faith” as previously defined.
2. The Association and the Board teams shall normally consist of five (5) members. However, should the Board wish to be present in negotiations, the Board shall notify the local president of FACT. FACT shall then be allowed representation equal in number to the Board’s team.
3. Negotiations shall be conducted in executive session.
4. To initiate negotiations, a letter shall be submitted by either the President of the Association to the President of the Board, or by the President of the Board to the President of the Association between 60 to 90 calendar days prior to the expiration of this Agreement. Said letter shall be for the purpose of opening negotiations and calling for a meeting to discuss the issues, by title, desired to be

negotiated. At this first scheduled meeting an agenda shall be adopted listing the items to be negotiated by either party. Items may be placed on the agenda after the first session upon mutual agreement of both teams.

5. Following the initial meeting, additional sessions will be arranged at mutually agreeable times until all issues are resolved or impasse is declared. Such negotiations will be concluded within sixty (60) calendar days from the initial meeting. However, these sessions can be extended by mutual agreement of the Board and the Association.
6. All sessions shall be limited to three (3) hours in length. Sessions may be extended by mutual agreement.

#### 3.04 Reaching Agreement

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

#### 3.05 Resolving Differences (Impasse)

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

## ARTICLE 4: GRIEVANCE PROCEDURE

### 4.01 Grievance Policy

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

### 4.02 Purpose and Objectives

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

### 4.03 Grievance Defined

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

### 4.04 General Provisions

1. An alleged violation should first be discussed informally with the appropriate administrator prior to initiation of the grievance procedure.
2. An alleged violation shall be written in triplicate on a form furnished by the Association and shall include: (a) the alleged violation; (b) the relief sought; (c) the date the grievance was initiated; and (d) the signature of the aggrieved.
3. An individual grievance shall be initiated by the person so aggrieved within thirty (30) days of the date the grievant became aware of the alleged grievance.
4. A grievance based upon facts common to two (2) or more bargaining unit members shall be determined a group grievance and as such shall be filed as a single grievance by the Association on behalf of all those affected. A group grievance shall be initiated within fifteen (15) days of the date the grievant became aware of the alleged grievance.
5. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.
6. The grievant may be represented throughout the grievance procedure. At Level I of the procedure, such representation shall be limited to one and shall be an employee of the Fairland Local Schools.

7. Time limits shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
8. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
9.
  - (a) Failure of the Administration, other than the Board, to respond in the time limit stated shall automatically initiate the next level of proceedings.
  - (b) Failure of the Board to respond in the time limits stated shall mean the relief sought shall be implemented.
10. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
11. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
12. Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem, to discuss the matter informally with members of the Administration through normal channels of communication.
13. Nothing contained in this procedure shall be construed as limiting the rights of a member from using other professional or legal rights in resolving a complaint or problem.
14. A day shall be a day of normal instruction. After the close of the school year, a day shall be defined as a scheduled workday on which the district's administrative office is still open.
15. No reprisal shall be made against any party involved in the use of this grievance procedure.
16. A grievance may be withdrawn at any level without prejudice or record in the member's personnel file.
17. No record, document or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.
18. One copy of all records, documents or communications concerning a grievance shall be kept by the Association and one by the Board.

19. The Association shall have the right to be present for the adjustment of any and all grievances.
20. During the term of this Agreement, no grievant may be represented by any teacher organization other than the Fairland Association of Classroom Teachers in the processing of a grievance initiated pursuant to this procedure.
21. Grievance forms shall be exhibited in the Appendix of this Agreement.

#### 4.05 Procedure – Formal

##### 1. Level I – Administration

- a. If the grievant is not satisfied with the disposition of the informal level, a copy of the written grievance shall be submitted to the aggrieved's immediate administrator within ten (10) days following the informal level meeting.
- b. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
- c. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his position for resolution of the grievance.

##### 2. Level II – Superintendent

- a. If the aggrieved is not satisfied with the suggestions for resolvment received in Level I, he may, within five (5) days of receipt of such written response, submit his written grievance to the Superintendent and request a meeting to discuss the grievance.
- b. The meeting shall be within five (5) days of the request.
- c. The meeting shall be conducted in a manner stated in Level I.
- d. Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his position and suggestion for the resolvment of the grievance.

##### 3. Level III – Local Board Hearing

- a. If the aggrieved is not satisfied with the suggestion for resolution received at Level II, he may, within five (5) days of such written response, make written request to the President of the Local Board for a hearing with the Board and the Association.
- b. The meeting shall be within fifteen (15) days of the request.
- c. The meeting shall be conducted in a manner as stated in Level I.
- d. Within five (5) days of the meeting, the President of the Local Board shall provide the aggrieved with a written response stating the position of the Board and suggestion for resolution of the grievance.

## ARTICLE 5: ASSOCIATION RIGHTS

- 5.01 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal instruction programs in keeping with the provisions of building policy and the Ohio Revised Code. Such representatives shall be required to sign in at the main office of the building immediately upon entering the premises.
- 5.02 The Association shall have the right to use school facilities and equipment including typewriters, copying machines, and duplicating equipment, calculating machines, and audiovisual equipment. The Association will request from the principal or his/her designee in advance any necessary materials. Actual expenses of materials and long-distance calls shall be paid by the Association within ten (10) days of invoice by the Board.
- 5.03 The Board shall provide a teacher bulletin Board in every school building. The Association shall have the right to post notices of its activities and matters of Association concern on such bulletin Boards.
- 5.04 The Association may use the internal mail system of the school and place Association communications in the mailboxes provided each teacher in the system.
- 5.05 An Association representative shall be given time at the close of all building meetings of the instructional staff to make announcements.
- 5.06 The Local Superintendent upon written request shall present to the President of the Association or his building representative designee, a true copy of each of the following public documents, barring unforeseen circumstances, within two (2) weeks after being approved or received by the Board and/or Treasurer. Documents shall include:
1. Each year's SM-1;
  2. All quarterly SM-2's;
  3. Yearly Tax Budgets;
  4. Amended Certificate(s) of Estimated Resources;
  5. Each year's Temporary and Permanent Appropriations Resolutions;
  6. Monthly Receipt and Expenditure Budget Reports by fund/function/object;
  7. Yearly training and experience grid for bargaining unit members, not to include personnel whose salaries are not paid out of the general fund (i.e., federal positions);

8. Agendas and minutes for every scheduled Board meeting. The Association shall pay for copying these documents at the rate of five (5) cents per sheet.
- 5.07 Upon written request by the President of the Association, and appointed representative shall be placed on the agenda for any scheduled meeting of the Board and shall be given the time to speak if requested. Requests shall be made three (3) school days prior to the date of the meeting.
- 5.08 Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck, membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates.
  1. Upon receipt of individual authorizations, all dues will be deducted by the Treasurer of the Board of Education in ten (10) equal installments from the second paychecks of each month beginning in October and ending in July.
  2. All dues money deducted shall be forwarded to the Ohio Education Association on a monthly basis as stipulated by agreement between the Association and the Board Treasurer.
  3. The Board shall not be responsible for nor expected to collect any unpaid dues from a bargaining unit member who terminates his/her membership in FACT.
- 5.09 No reprisals of any kind shall be taken against members of the Association for participation in membership activities.
- 5.10 The Association shall indemnify the Board against any and all claims, demands, suits, cost or other forms of liability that shall arise out of or by reason of action taken by the Board for the purpose of complying with Section 5.08 of this Article.

## ARTICLE 6: PERSONNEL FILES

- 6.01 Teachers shall have the right, upon reasonable request, to review the contents of their personnel file. Such review will be allowed within twenty-four (24) hours of request, except a request made on the last day of a normal work week, in which case review will take place on the next work day.
- 6.02 At least once a year, a teacher will have the right to indicate those documents and/or material in his/her file, which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the Superintendent and teacher. If the Superintendent agrees the document(s) shall be expunged and placed in the appropriate file for retention. In any case, the file will be expunged after five (5) years upon request of the teacher. The district shall move expunged files to a file maintained by the district but separate from the official file. This file will be maintained in accordance with all applicable law and at a time deemed appropriate the File Retention Committee may act accordingly by law and properly dispose of the documents.
- 6.03 The Board shall protect the confidentiality of bargaining unit member's personnel files to the fullest extent of applicable law.
- 6.04 No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he had the opportunity to review such material by affixing his signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material.
- 6.05 No anonymous letter, report or communication shall be included in the teacher's personnel file.
- 6.06 Each file item shall be dated as to its entrance therein, and as to the date when such item was made with notification to teacher.
- 6.07 An official file containing the following items shall be in the office of the Superintendent of schools for each teacher.
1. Application for employment, including references;
  2. Copy of the latest contract, properly signed;
  3. Ohio teaching certificate;
  4. College transcripts and other in-service credits;
  5. Required medical records;

6. Records of written conferences, together with any written replies thereto;
  7. Performance record to include the Principal's or Supervisor's appraisal of work and growth according to formal evaluation procedures;
  8. Letters of commendation and certificates of Award;
  9. And other documents in accordance with this section.
- 6.08 Upon a signed written request, a professional staff member will be entitled to a copy of any material in his/her file for a charge of twenty-five cents (\$0.25) per sheet or at a lower Board-adopted rate.
- 6.09 If the Board receives a written request to view a member's personnel file, the Board shall attempt to contact the member about the request. The member shall be given a reasonable opportunity to be present when the file is opened or to arrange for a representative to be present. However, the Board shall not be precluded from the following applicable law regarding the release of public information.

## ARTICLE 7: EVALUATION PROCEDURES OF BARGAINING UNIT MEMBERS

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

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

### 7.01 Evaluation

1. The Board and the Association hereby establish procedures for appraising members of the instructional staff.
2. Purpose:
  - a. To improve the quality of the instructional staff personnel.
  - b. To improve the working relationship between the instructional and administrative staff personnel in keeping with the Board-adopted policies, and administrative procedures.
3. Method:
  - a. Informal conferences.
  - b. Announced, as well as possible unannounced observations, with follow-up conferences including written reports. Unannounced observations shall not constitute more than fifty (50) percent of any individual's observations of each school year.
4. Procedure:
  - a. Informal conferences – informal conferences may be held at any mutually agreed time between members of the instructional staff and their building principal and/or Fairland Local Superintendent concerning issues of program operations including individual responsibilities. The parties to this agreement encourage these informal conferences be held. Any written records maintained of such a conference shall be made in duplicate for the member of the instructional staff and for his file in the office of the principal.

### 7.02 Observations – Follow-up Conference

1. All members of the instructional staff shall be observed in performing their regularly assigned duties as follows: First year teachers shall be observed a

minimum of two (2) times annually, once first semester and once second semester with at least sixty (60) calendar day interval, and when the building principal deems necessary, thereafter.

7.03 Second year teachers shall be observed a minimum of one (1) time during the school year. (Third year and thereafter as deemed necessary by the principal.) Second year, and beyond teachers shall be observed at intervals of at least sixty (60) calendar workdays. The observation-conference shall be according to the following guidelines:

1. Announced as well as possible unannounced visitations by the principal to the member of the instructional staff.
2. Physical presence of the principal in the instructional setting for at least one period or thirty (30) minutes at elementary school.
3. Mutually agreed time for a follow-up conference discussing the aspects of instruction observed by the principal. Such a conference shall be within two (2) school days of the observation unless mutually extended.
4. Written report of the observation by the principal, including provision for comments by members of the instructional staff observed.
5. The final copy of the report shall be completed in triplicate; one for the office of the Superintendent and the Board, one for the principal and one for the teachers.
6. Appraised area requiring improvement as determined by the principal shall include suggestions for improvement and a mutually agreed upon time shall be given to correct deficiencies. If the principal and the teacher do not agree upon a time limit the principal shall grant a reasonable period to correct the deficiencies.
7. All observations shall be completed by no later than April 15th.
8. In any case, the signature of both the principal conducting the observation-conference and the member of the instructional staff involved shall be affixed at the bottom of the form after the following statement: "By affixing my signature to this document means that I have had an opportunity to read it, but does not necessarily mean that I agree in total or in part with the content stated herein."
9. A teacher, who leaves the District for any reason, shall have no observation conference report added to his file without his prior knowledge. He will receive a copy and have an opportunity to file an addendum there to.

7.04 Formal evaluations shall be conducted only by a building principal or the Superintendent. Other supervisors or full-time administrators who possess a Master's Degree in the area observed or the appropriate administrative or supervisory certificate qualifying such a

person to evaluate bargaining unit members may contribute input to be used in the evaluation process.

- 7.05 Evaluation forms shall be developed by the appropriate administrators and presented to all bargaining unit members during the first two (2) weeks of each school year.

## **ARTICLE 8: DISMISSAL AND NON-RENEWAL**

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

### 8.02 Nonrenewal of Limited Contract

1. All non-tenured teacher being considered for a non-renewal shall be evaluated a minimum of two (2) times, with a minimum of two (2) observations.
2. Before the Board takes final action not to renew a teacher’s limited contract, the Board shall direct the Treasurer of the Board to give the teacher written notification of such intention on or before March 24 of the school year involved. Such written notification shall contain in writing the reasons for the Board’s intended action.
3. The teacher, upon receipt of such notice of intention to non-renew, shall have until April 1 of the school year involved to submit a written request to the Treasurer of the Board for an informal appearance before the Board. If such an appearance is requested, the Board shall notify the teacher of the time and place of his/her meeting with the Board. The teacher shall only be entitled to one (1) hearing before the Board on the issue of non-renewal. This requirement supersedes and replaces any statutory provision for a hearing before the Board. The hearing shall occur prior to the Board action to non-renew.
4. At the meeting, the teacher shall have the opportunity to present the reasons as to why his/her contract should be renewed. The Board shall then exercise its best judgment and good faith according to the law in considering its decision. The teacher may elect to be represented at the hearing provided for herein by one representative of his/her choice.
5. This requirement shall not create an expectancy of continued employment nor shall it prevent the Board from making the final decision regarding a contract renewal or non-renewal.

## ARTICLE 9: REDUCTION IN FORCE

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

1. decline in enrollment;
2. the return of teachers from a leave of absence,
3. a bona fide consolidation,
4. when there are insufficient funds to provide the existing levels of education, or
5. any reason provided for under R.C. 3319.17.

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

9.03 Seniority

1. Seniority shall be defined as the length of continuous employment with the Board of Education.
  - a. Seniority shall begin to accrue from the date of hire in a bargaining unit position.
  - b. Seniority shall accrue for all time a person is on active pay status or is receiving worker's compensation benefits.
  - c. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
2. Equal Seniority
  - a. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
  - b. Ties in seniority shall be broken by the following method to determine the most senior employee:
    - (1) Date employee submitted job application; then

- (2) By lottery, with the most senior employee being the one whose name is drawn first, etc. Such drawing shall be held in the presence of the Association President.

3. Loss of Seniority

- a. Bargaining unit members who are non-renewed and who are re-employed by the Board as a bargaining unit member within 120 calendar days of their last contracted day of employment as a bargaining unit member with the Board shall have their seniority bridged including the accrual of the time period when the bargaining unit member was not employed by the Board. Bargaining unit members whose contracts are non-renewed and are not re-employed by the Board in the manner prescribed above shall lose any and all seniority accrued.
- b. Seniority shall be lost when a teacher retires or resigns; is discharged or non-renewed or otherwise leave the employment of the Board.

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

4. Seniority List

- a. A Seniority list shall be posted annually, by October 15, with a copy being sent to the Association President.
- b. The seniority list shall list employees in seniority rank order within areas of certification, with the name of the most senior member appearing at the top of the list. The names of members who are certified in more than one (1) area shall be included on the list for all areas of certification.
- c. The seniority list shall include the following information:
  - (1) Employee's name,
  - (2) Date of hire,
  - (3) Contract status (limited or continuing)

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

9.05 Attrition – The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign, or whose

limited contracts are not renewed on the basis of performance, in area of certification where a reduction is required.

9.06 Limited contract teachers will be selected for retention on the basis of seniority and certification before any continuing contract teacher's contract is suspended. Those teachers whose limited contracts are expiring at the end of the current school year, and whose contracts are not non-renewed by the Board in accordance with Articles 7 and 8 of this Agreement, shall be given the appropriate contract, which may later be suspended by the Board. Those teachers who have their contracts suspended shall have recall rights. They shall remain on a reduction in force list for a period of twenty-eight (28) months following the date of suspension.

1. A teacher is notified that he/she is to be laid off will have the right to displace any less senior teacher whose work he/she is certificated to perform. Written notice of intent to exercise the right must be given to the Superintendent, with a copy to the Association, within ten (10) days after a teacher is notified that he/she is to be laid off. Within ten (10) days after he/she receives such notification the Superintendent will notify the less senior teacher that he/she is to be displaced.

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

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

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

2. If a laid-off teacher has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with the provisions of subsection 1 above.

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

4. A teacher who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

a. waives his/her recall rights in writing;

b. resigns;

- c. fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position;
  - d. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured and so verifies in writing. If a teacher has secured temporary employment elsewhere, he/she will be allowed two (2) days additional time before being required to report to work.
5. Bargaining unit members on layoff may continue to participate in fringe benefit programs by picking up the full cost of said benefits.
- 9.09 All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon his/her return to active employment, and will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credit for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.
- 9.10 No vacancy in a negotiating unit position will be filled by the Board until the procedures set for in this Article have been complied with.
- 9.11 Only the Association in its discretion, and not any individual bargaining unit member, may challenge through the grievance procedure and any court action whether Article 9 has been violated by the Board.

## ARTICLE 10: MISCELLANEOUS

- 10.01 Teachers will be required to perform the following duties: playground, assembly, late bus, study hall, cafeteria, hall duty by the building principal in order to maintain proper discipline and safety for all students. Building principals shall make an effort to rotate such duties in an equitable fashion throughout the school year. Teachers may be requested occasionally to attend faculty meetings prior to student arrival or after students have left the buildings. All faculty meetings shall be no longer than thirty (30) minutes in duration before school and no more than 40 minutes after school.
- 10.02 The Board will provide a professional expense allotment for teachers/coaches to attend service workshops according to the following:
1. Not to exceed \$300.00 including mileage per certificated person per school year. (July 1-June 30)
  2. Must be used on a workshop approved by the Superintendent prior to attendance.
  3. Not to be used for college class for tuition purposes.
  4. When school is in session, no more than four (4) teachers from the district, nor more than three (3) teachers from each building, at one time for attendance at workshop during the school year.
  5. Written proof of expenditures (registration, lodging, etc.) after attendance at workshop must be submitted to the Treasurer of the Board of Education before payment shall be made.
  6. An unlimited number of teachers may attend workshops on weekends or in the summer.
  7. Attendance at workshops may not be more than two (2) school days in length during the school year.
  8. When two or more persons attend the same conference at the same time, mileage payments shall not exceed that due for each vehicle used.
  9. Must teach in the school district the year following attending summer workshop or otherwise money must be refunded.
  10. The Board, in accordance with the Ohio Revised Code, Section 3319.071, agrees to reimburse any teacher \$140.00 per semester hour or \$125.00 per quarter hour per year of said additional training. Such course shall be tied to the teacher's current assignment, or be of some value to the district. In return, the teacher must receive a passing grade for each class, and must teach in the district the following year. Claims for reimbursement submitted by January 15 shall be paid in

February. Claims for reimbursement submitted by September 15 shall be paid in October. Proof of successful course completion must accompany each reimbursement request.

### 10.03 Mentor Program

#### 1. Definitions:

- a. Resident Educator Teacher(s): Are teachers new to the profession, hold a valid 4-year Resident Educator License, and in the first year of employment. They shall be assigned a trained mentor by the Superintendent.
- b. New Teacher(s): Are teachers who have previous teaching experience but are new to the district. They will be assigned a mentor to assist them with various responsibilities they will encounter during their first year in the district.
- c. Mentor: A teacher who has received the proper training and is licensed by the State of Ohio Department of Education or some other agency licensed or authorized to award such certification to be licensed/certified Resident Educator Mentor, with certification on file with Board's Treasurer.
- d. Formative Assistance: Diagnostic assistance is designed to yield information that will assist Entry Year Teachers to identify specific areas for skill enhancement. Formative assistance consists of collaboration among the professionals to provide adequate diagnosis and assistance to support individual professional achievement.

#### 2. Entry Year Program Development and Screening Committee:

- a. The Local Professional Development Committee (LPDC) shall screen all applicants referred by the Superintendent who desire to become a mentor in the district. The screening shall be to check the resume of the applicant and not to recommend employment.
- b. Applicants shall submit to the LPDC a resume that contains the following verifiable information:
  - (1) The applicant shall have a minimum of five (5) consecutive years in the teaching profession and a minimum of five (5) years of service in the district.
  - (2) The applicant shall have received average to above average evaluations from their building principal for the previous two (2)

evaluation periods. (A letter from the building principal shall be acceptable as proof.)

- (3) The applicant shall have completed all required course work or training necessary to be an Entry Year Mentor.
- (4) A Masters Degree is preferred but successful teaching experience is acceptable.

3. Responsibilities:

- a. All mentors for (RET) shall meet with their assigned Resident Educator Teacher at least once per week or as necessary.
- b. Mentors shall maintain records of their discussions with the (RET), classroom observation notes, and any other related documentation as deemed necessary and appropriate by the mentor.
- c. A mentor shall not be assigned more than two (2) Resident Educator Teachers in a school year.
- d. The mentor shall not be involved with the decision-making process concerning the hiring or non-renewal of a Resident Educator Teacher's limited contract.

4. Restrictions:

- a. The Formative Assistance Plan mutually developed by the mentor and the RET shall not be utilized for corrective measures.
- b. A mentor shall not participate in any formal evaluation of the RET, nor shall the mentor be required to or requested to make a recommendation as to the continued employment of the RET.
- c. The observations and evaluations of the building principal shall be the determining factor in the recommendation of renewal or non-renewal of the (RET)'s limited contract.

5. Protections:

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

- b. A Resident Educator Teacher shall not be required to remain in a Resident Educator Program unless the continuation in the program is part of an effort to remediate noted deficiencies in their teaching abilities. Two (2) years shall be the maximum assignment to this program.
- 6. Program Review:
  - a. Mentors, Building Principals, Resident Educator Teachers and New Teachers shall meet prior to the end of each school year to assess and evaluate the Resident Educator Program. Any recommendations of change shall be submitted to the Superintendent for final approval.
- 7. A mentor shall be paid \$25.00 per hour for all work performed beyond the contractual workday or work performed during the mentor's planning/conference time not to exceed forty (40) hours per year for first (1st) year teachers on a provisional certificate for one (1) year.

## ARTICLE 11: LEAVE PROVISIONS

### 11.01 Sick Leave

1. Each teacher shall have a credit of fifteen (15) days sick leave per school year. Sick leave will be accumulated at the rate of 1 1/4 days per month. Maximum sick leave accumulation will be 307 days during this Agreement.
2. Absence from work on non-working days shall not be considered sick leave and shall have no effect on the employee's sick leave.
3. Certificated professional employees who are employed in the Fairland School District for the first time will receive credit for accumulated sick leave in any other public school district or applicable public agency. It will be the responsibility of the employer to have the former employer send a certified record of the accumulated sick leave to the Treasurer of the Fairland Board of Education.
4. Sick leave days may be used to cover absences for personal illness, injury, pregnancy, or illness in the immediate family of the employee. Immediate family includes father, mother, spouse and children. Emergency sick leave for other members of the family not covered in this section such as mother-in-law, father-in-law, brother, sister, etc. must be approved by the building principal or the Superintendent.
5. Teachers granted the use of sick leave shall be replaced by a substitute according to the Board-adopted policy.
6. Any employee claiming sick leave shall furnish a signed statement on a form prescribed by the Board to justify the use of sick leave.
7. Teachers shall be paid for time off due to quarantine by health authorities on the same basis as personal illness and this time shall not be taken from their sick leave.
8. Pursuant to O.R.C. 3319.141, a minimum of five (5) days of sick leave shall become available to each new teacher on the first day of regular work. Any advancement of sick days shall be charged against leave, which the teacher subsequently accumulates.
9. Teachers not using sick leave days or having taken any days without pay during the first semester of the school year will be allowed to convert sick leave into cash in accordance with the following:

Number of Days Used

Sick Days Converted

0	3 days
½	1 ½ days
1	1 days
1 ½	½ days

Teachers not using sick leave days or having taken any days without pay during the second semester of the school year will be allowed to convert sick leave into cash in accordance with the following:

Number of Days Used

Sick Days Converted

0	3 days
½	1 ½ days
1	1 days
1 ½	½ days

Teachers not using sick leave days or having taken any days without pay during either nine weeks of each semester of the school year will be allowed to convert sick leave into cash in accordance with the following:

Number of Days Used

Sick Days Converted

0	1 ½ days
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Teachers not using any sick leave or having taken any days without pay (no days or parts of days used as sick leave or dock days) during each nine (9) week period shall receive a \$175.00 attendance bonus payment or cash in sick days per the scale above, but not both.

10. Partial days of sick leave shall count as one-half day for the purpose of this Article.
11. Donated sick leave days shall count as sick leave days “used” for purposes of the sick leave conversion and sick leave bonus provisions of this Article. Thus, teachers who donate sick leave days shall not be eligible for the sick leave bonus for the nine-week period when the donation is made. Eligibility for the sick leave conversion for the semester in which the donation is made will be determined based upon the number of days donated (used). If any donation is made in the summer months, the first nine weeks and the first semester shall be deemed to be the time period when the donation is made.

11.02 Personal Leave

1. Each employee shall be granted three (3) days per school year for the purpose of conducting personal business, which cannot be conducted at times other than during the regular school day.
2. Said leave shall not be accumulated from one year to the next. (Year is defined as July 1 - June 30). Unused personal leave may be converted to accumulated sick leave credit on a day per day basis, or cashed in for \$100.00 for each day not used, however, bargaining unit members who take leave without pay may not cash in personal days or convert them to sick leave. Bargaining unit members with perfect attendance on sick leave and personal leave will be paid \$200.00 for each of the three unused personal leave days.
3. Employees desiring personal leave shall complete the proper leave request and submit such request to the building principal forty-eight (48) hours before the date(s) requested. The exemption to this forty-eight (48) hours deadline would be an emergency, in which case the employee must complete a request upon return.
4. Not more than ten (10) percent of the teachers assigned to a building may be approved for any one day.
5. Personal leave shall not be used for recreation, relaxation, vacation, seeking or engaging in other gainful employment, or any reasons covered by sick leave.
6. In the event a teacher is proved to have violated the personal leave policy, he/she may be docked a day's pay for each such violation. Repeated violations shall be considered grounds for further disciplinary action.
7. After receiving permission from the building principal to use permissive leave, principals shall permit teachers to leave his/her school for purposes of medical, emergencies, or to participate in school-related activities of his/her child. Each teacher may use such permissive leave up to three (3) occasions per year, for no more than one (1) hour each time, and such use of permissive leave will not disqualify the teacher for the sick leave conversion provided above. The Association agrees that no temporary duty payment shall be paid for permissive leave coverage under this item (item 7).
8. In addition to the above, each teacher may use permissive leave for up to one (1) occasion per year, for no more than two (2) hours, to attend a school activity of his/her child, if attendance at the activity is approved in advance by the teacher's building principal. Use of permissive leave will not disqualify the teacher for the sick leave conversion provided above. For the permissive leave under this item (item 8.), temporary duty payment will be made if necessary to obtain coverage.

### 11.03 Professional Leave

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

### 11.04 Pregnancy Leave

#### 1. Pregnancy Disability Leave

- a. Leave rights - teachers may use sick leave or advancements thereof for absences due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery thereof. Teachers who do not have enough accumulated sick leave to cover their period of disability due to pregnancy, shall be entitled to an unpaid leave of absence for that portion of disability not covered by sick leave.
- b. Notification for use of sick leave for absences due to disability caused or complication contributed to by pregnancy of the employee shall be made two weeks prior, when possible, to the principal.
- c. Employer initiated leave - if, in the opinion of the employer, its officers, agents, or employees, a teacher becomes in fact disabled from performing assigned duties due to pregnancy prior to the time specified in the application for leave:
  - (1) The teacher shall not be reassigned to other duties or placed on involuntary leave without prior written consent.
  - (2) If said teacher does not consent to reassignment or placement on voluntary leave, the employer shall give the teacher twenty (20) days' written notice of its intent to reassign or replacement of the teacher on involuntary leave.
  - (3) Such teacher may request a hearing on the question of disability within the time limit (20 days) in the manner provided for in Sections 3319.13, 3319.16 and 3319.161 of the Ohio Revised Code.
  - (4) Rights while on leave - teachers on leave due to disability caused or contributed to by pregnancy shall:
    - (a) be entitled to use sick leave while on such leave;
    - (b) continue to be credited with sick leave at the statutory rate;
    - (c) be recognized as a full-time employee and be treated as such for all fringe benefit purposes;

- (d) be entitled to reinstatement at the expiration of the disability period to the same class assignment, teaching assignment, and building assignment as held prior to the leave insofar as those positions are still provided for in the curriculum;
  - (e) this section shall not abridge the right of the Board of Education to assign or reassign a teacher to the position, which will provide for optimum educational achievement. Said assignment or reassignment shall be based upon the teacher's evaluation and progress report. This section is superseded by the policy relevant in Reduction in Staff, Section VII, and III;
  - (f) in case of employer reassignment for reasons of disability pursuant to paragraph C – "Employer Initiated Leave," the teacher's reinstatement rights shall be assignment if replaced by a substitute in the same school year.
- d. Contract rights - the disability caused or contributed to by pregnancy or the anticipated extra expense to the employer for such leave, fringe benefits, substitute teachers, etc., or any other factor pertaining to the condition of maternity or to pregnancy, miscarriage, abortion, childbirth, and recovery there from shall not be grounds for termination, nonrenewal or failure to issue any limited or continuing contract for regular teaching duties, supplemental duties, or administrative duties.

## 2. Maternity Leave

- a. Leave rights - in addition to the "Pregnancy Disability Leave" provided for in "a", a teacher who is pregnant or adopting a child who is not yet eligible to attend kindergarten shall be entitled to a leave of absence without pay for maternity reasons to begin any time between (a) commencement of pregnancy, or in the case of adoption, the receipt of custody and (b) one (1) year after the child is born or adopted. Such leave shall be for a period up to one school year and may be extended for up to one additional year upon application for extension.
- b. Application for Leave
  - (1) application for maternity leave shall be made in writing;
  - (2) application shall contain expected date of birth or, in the case of adoption, the date of obtaining custody;

- (3) application shall contain the date on which the leave of absence is to commence and the date the teacher anticipates returning to service.
- c. Time for Filing Application
- (1) application for maternity leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the maternity leave;
  - (2) the employee's failure to make a timely application shall not be grounds for denying approval of maternity leave.
- d. Reinstatement Rights
- (1) upon return from approved maternity leave at the time set forth in the application for leave, the teacher shall be entitled to reinstatement to the same position, if possible, which was held prior to the leave or, if that position is no longer in existence, to an equivalent position for which the teacher holds valid certification.
  - (2) if maternity leave is for a full or entire school year and the teacher plans to return the following year, notification shall be made to the Superintendent in writing by March 15.
  - (3) if the teacher desires to return to active service prior to the stated date on the application for leave, the teacher shall notify the Superintendent in writing that an early return to service is requested and the date upon which the teacher will be available to return to duty. The notification will be twenty (20) days prior to when the teacher is available to return to duty. The teacher will be assigned to the same or substantially equivalent position, if available, for which she is qualified.
- e. Contract rights - no factor pertaining to the condition of maternity, or to pregnancy, miscarriage, abortion, childbirth or recovery there from shall be grounds for termination, nonrenewal, or failure to issue any limited or continuing contract, whether for regular teaching duties or administrative duties.

#### 11.05 Academic Leave of Absence

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

2. Application of academic leave shall be made in writing to the Superintendent prior to June 1, preceding the year for which such leave is requested.
3. This leave of absence is granted without pay. Upon return from academic leave, the teacher will receive the full yearly increment, provided he/she has fulfilled the plans approved by the Superintendent and notified the Superintendent by April 1 of his/her intentions for the following year.
4. Academic leaves granted during any school year will be decided in the best interest of the school system, but shall not be unreasonably denied.

#### 11.06 Bereavement Leave

1. Bereavement leave for death in the immediate family shall be limited to five (5) working days for each such absence. The "immediate family" shall be defined as: father, mother, brother, sister, son, daughter, grandmother, grandfather, grandson, granddaughter, legal guardian or foster or step-parents of said member of the bargaining unit or his/her spouse, and any relative residing in the same home with said member of the bargaining unit or any person who clearly stands in the same relationship with the member of the bargaining unit as any of those so specified.

#### 11.07 Sabbatical Leave

1. A public school teacher who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with part pay which shall be the difference between the teacher's expected salary and the substitute's salary for one or two semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave, provide evidence that the plan was followed. The teacher may be required to return to the District at the end of the leave for a period of at least one-year, unless the teacher has completed twenty-five (25) years of teaching in this state.
2. The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time, nor grant a leave longer than one (1) school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

#### 11.08 Medical Leave

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

2. Such leave will commence on the day that accumulated sick leave is exhausted and the employee has no earnings due.
3. Such leave will be for not less than the balance of the current school year or current school semester, whichever is shorter and will not exceed a maximum period of two consecutive school years in addition to the remainder of the semester during which it commences.
4. While on medical leave of absence, the employee shall cease to accumulate sick leave.
5. The Board will pay its full share of all hospitalization premiums on the following basis: teachers with 5-9 years experience, 4 months; 10 years and over, 6 months, with the option at the conclusion of each time period that the employee may continue such coverage at the group rate by direct payment to the Treasurer. Teachers with less than 5 years of service and whose sick leave has been exhausted shall have the option of continuing coverage at the group rate by direct payment to the Treasurer.
6. A professional employee may request emergency short-term medical leave for a total period not to exceed thirty (30) calendar days, in which case all fringe benefits will be maintained by the Board, provided that the employee returns to the position temporarily vacated.
7. Short-term medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return within thirty (30) days.
8. In the event that an employee on short-term medical leave is unable to return to full-time responsibilities within the thirty (30) day period prescribed, he/she shall request regular medical leave.
9. A professional employee on medical leave will be accrued on the payroll records as required by Ohio Revised Code 3313.202. Such employee shall be paid in full the balance due him in his last check, less the deductions previously authorized.
10. A professional employee on medical leave, who intends to return to work at the beginning of the next school year, shall file an application for reinstatement by March 15 of the current school year. Such application shall be accompanied by a doctor's statement stating that the employee will be able to perform their assigned duties at that time.

11. Failure to actually return to work due to continuing medical disability shall not constitute cause to seek cancellation of certification.
12. Upon return to service, the professional employee shall resume the contract status held prior to the medical leave of absence.
13. An employee on medical leave of absence, who desires to return to work prior to the beginning of the next school year, will notify the Superintendent in writing twenty (20) days prior to returning. The written notification must be accompanied by a doctor's statement verifying that the employee is able to perform their assigned duties.
14. Sick Leave Donation Program

In order to enable Bargaining Unit members to assist any fellow bargaining unit member who has suffered a serious life threatening injury or catastrophic illness, upon approval of the Superintendent, a bargaining unit member may transfer his/her accumulated sick leave to a fellow bargaining unit member so affected under the following conditions:

- a. A maximum total of thirty (30) days of sick leave may be received by any one bargaining unit member in any school year. No bargaining unit member may transfer sick leave to another bargaining unit member unless that member has at least fifty (50) sick leave days to their credit. Bargaining unit members with fifty (50) days to their credit may transfer up to three (3) days per school year (July 1 to June 30).
- b. Once leave is transferred there is no re-crediting or transferring back of leave required.
- c. The Superintendent may require any bargaining unit member to submit documentation from the recipient's physician attesting to the nature of the illness or injury. The Superintendent may require any bargaining unit member who has more than five (5) years service to submit an application to STRS for disability before receiving any sick leave payments under this article.
- d. Any transfer of leave is to be voluntary and in writing prior to the recipients use of the same.
- e. The decision of the Superintendent is not subject to the grievance procedure.

#### 11.09 Assault Leave

1. The Fairland Board of Education will provide twenty (20) days of assault leave wherein a teacher who is absent due to physical disability resulting from an assault by a student or parent, which occurs in the course of an employee's Board employment, will maintain the teacher on full-pay status during the period of such absence under the following provisions:
  - a. The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education to justify the use of assault leave.
  - b. Falsification of a written, signed statement shall be grounds for disciplinary action not resulting in suspension or termination.
  - c. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 of the Revised Code or leave granted under regulations adopted by the Board of Education pursuant to Section 3319.08 of the Revised Code.

#### 11.10 Jury Duty

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

#### 11.11 Family and Medical Leave

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

## ARTICLE 12: INSURANCE BENEFITS

1. The Board shall make available to all full time bargaining unit members and their eligible dependents substantially similar group health hospitalization, surgical, and major medical insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure, as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 85% of all full-time bargaining unit members' premiums during the term of this Agreement, and the Bargaining Unit member will pay 15% of the premiums of the health insurance.
2. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.
3. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or another Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

### 12.02 Insurance Incentive Programs

1. Bargaining unit members who will be eligible for this program will be:  
  
All current and new employees who are eligible for the health insurance program.
2. Each member must notify the Board Treasurer in writing of his/her intent to opt-out of the insurance program.
3. Each member opting out of the program must remain out of the program for the entire period of time from April 1 to March 31 of the following year and must be actively employed by the Fairland Local School District to be eligible for reimbursement.

4. Persons who are eligible for this program and who are enrolled in the family coverage or new employees eligible for family coverage opting-out shall be reimbursed \$500 annually.
5. Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed \$250 annually.

The “Base Number” shall be the number of bargaining unit employees who received reimbursement under 4 or 5 above for the 2007-08 school year. If the following ADDITIONAL teachers opt out of family insurance coverage for each year of this contract, then an increased incentive shall be paid as follows:

1-5 additional teachers opting out – payment shall be \$1,000 per teacher;

6-10 additional teachers opting out – payment shall be \$1,500 per teacher;

11-15 additional teachers opting out – payment shall be \$2,000 per teacher;

More than 15 additional teachers opting out – payment shall be \$3,000 per teacher.

6. A participant in the program will be reimbursed only under 4 or 5 above.
7. Each eligible member opting-out of the Board-approved insurance program shall be reimbursed the second pay in June.
8. Any bargaining unit member who elected to opt-out of the Board approved insurance program who involuntarily loses other insurance coverage through unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the Treasurer not later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.
9. Any bargaining unit member who elected to opt-out of the Board approved insurance program may enroll in the program beginning with April of each year. For enrollment in April, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.
10. A bargaining unit member who opted-out of the insurance program and who re-enrolls under 9. shall be paid by the Board insurance incentive monies for that opted-out year on a pro-rated basis.

- 12.03 An insurance committee shall be formed to address areas of concern about insurance coverage and the selection of insurance carriers. Such committee shall be composed of one (1) member selected by the Association, and one (1) member selected by the non-certified association and two (2) members of the administration. Said committee shall meet at least quarterly to discuss any problems and/or concerns about insurance, which may need to be addressed. Insurance committee meetings shall be held during the workday and all committee members shall be released from their normal duties to attend the meetings, not to exceed three (3) one-half (1/2) day meetings.
- 12.04 The Board of Education will pay the cost of a single vision plan for each full-time bargaining unit member.
- 12.05 The Board shall also contract with a licensed insurance carrier to provide bargaining unit members with dental insurance coverage, which is equal to or greater than that currently in effect. The employee shall contribute four dollars (\$4.00) per month for family coverage or two dollars (\$2.00) per month for single coverage, whichever is applicable. The amount that the Board shall contribute toward such insurance coverage for short-hour employees shall be computed on a pro-rata basis based upon the amount contributed by the Board for full-time employees. Married couples with both parties being employed by the Board shall have the option of selecting either one family plan for both of them or two individual plans.
- 12.06 The Board shall purchase, from a carrier licensed by the State of Ohio, group term life insurance coverage in the amount of \$40,000.00 for each member of the bargaining unit now or hereinafter employed. The full cost of such insurance and any increases thereof shall be paid by the Board. The increase in life insurance coverage shall be effective February 1, 2007 for eligible/actively working bargaining unit members.

## ARTICLE 13: TRANSFERS, REASSIGNMENTS AND PROMOTION

### *Definitions*

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

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

- 13.01 Whenever a vacancy arises or a new position is anticipated during the school year, (including positions covered by supplemental contracts and tutoring positions, etc.) the local Superintendent shall promptly post notice of such openings on the bulletin board in the office of each building for no less than ten (10) days. The determination of the individual to fill the position shall be made, and notification provided, within the next thirty (30) days following the end of the posting period, or at the next regular Board meeting after the end of the posting period, whichever is later.

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

Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district shall not be awarded the position unless his qualifications shall be deemed better by the Superintendent.

- 13.02 The Superintendent shall post all known vacancies, which will occur for the following school year, on the first working day of May.
- 13.03 Bargaining unit members who desire a change in grade and/or subject assignment or who desire to transfer to another building may submit a written statement of such desire to the local Superintendent no later than April 15 of each school year.

Any bargaining unit member desiring a change in grade subject assignment or building must possess the proper certification for the desired change as required by the State Department of Education in Ohio.

- 13.04 Notification of all vacancies which occur after the conclusion of the school year shall be sent to the Association President, and such vacancies will be posted for ten (10) days up to August 1 and for five (5) days after August 1 until the first scheduled school day.
- 13.05 An involuntary transfer and/or reassignment will be made only after a meeting between the bargaining unit member involved and the local Superintendent at which time the bargaining unit member will be told of the reasons for transfer or reassignment. No

bargaining unit member will be transferred or reassigned unless it is in the best interest of the Fairland Local School District, as determined by the Board.

No involuntary transfer and/or reassignment shall be made after June 25 without notification by certified mail of the bargaining unit member involved and written reason(s) for such action. Military service in the time of a national emergency, or a call to active duty in the armed services, shall be credited as full-time in determining seniority when the bargaining unit member service is interrupted.

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

## ARTICLE 14: ASSIGNMENTS

- 14.01 It shall be the policy of the Fairland Local Board to employ, insofar as it is possible, teachers who have completed at least a four-year teacher training course in a recognized college or university and who have received an academic degree and who have shown in their training and/or experience competency in teaching.
- 14.02 Teachers must be certified by the State Department of Education in the field they are to teach.
- 14.03 A teacher may be appointed with a temporary certificate only when a fully qualified and certificated bargaining unit member is not available.
- 14.04 Before a teacher can be paid the first time for services rendered, he/she must have completed the following: (a) have on file in the office a written application on a form prescribed by the Superintendent; (b) have on file in the office of the County Superintendent a transcript of credits from a recognized college or university by the State Department of Education, and a valid Ohio teaching certificate. The Treasurer may pay a teacher's salary during the first two months of the school year provided the teacher holds a Bachelor's Degree or higher and has filed with the State Board of Education an application for issuance of a teacher's Provisional Certificate or one of a higher grade.
- 14.05 Substitute Teachers
1. The Board of Education will attempt to secure a substitute teacher when a regularly employed teacher is on leave or absent.
  2. If the Board of Education is unable to obtain a substitute teacher, regularly employed teachers may be assigned to conduct classes in place of the teacher on leave or absent.
  3. Teachers assigned to take such classes shall be paid at a rate of \$20.00 per class period. Payment for such substitute work done by regularly employed teachers shall be made two (2) times during the school year. These shall be paid at the end of each semester. Should the class time be more or less than one class period, then payment shall be proportional to the amount of class time spent.

## ARTICLE 15: SCHOOL CALENDAR/SCHOOL HOURS

### 15.01 School Calendar

1. Details of School Calendar. The Association President and Superintendent will develop and submit to the Board a calendar for each school year. The Board has final responsibility for establishment of the school calendar. In order, however, to serve the educational interest of children and to provide a wholesome and productive climate for the professional staff, the Board shall consider a calendar recommendation by the Association President, and Superintendent.
2. This shall be done prior to February of the previous year. The Board will provide a substitute for the Association President for the time necessary to develop the calendar in conference with the Superintendent.
3. The length of each school year will include 178-student instruction days, 2 teacher in-service days, and 2 parent/teacher conference days for a total of 182 days.

### 15.02 School Hours

1. The teacher workday shall begin with start of building day. Building school days in the district shall be seven and a half (7-1/2) hours per day. Teachers are assigned duties as defined in Article 10-10.01 on a rotating basis, taking into consideration student needs.
2. The workday shall include a minimum of thirty (30) minutes of uninterrupted duty-free lunch.

## ARTICLE 16: CONTRACTS

### 16.01 Contracts

1. The Board will provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies. The provisions of such written contracts shall be enumerated in the sub-sections of this policy.
  - a. Any agreement to perform supplemental duties for which additional compensation is to be paid must be covered by a supplemental contract. The Board shall provide a bargaining unit member written notice of its intent to non-renew the member's supplemental contract by April 30th in the year the contract is to expire.
  - b. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board and the negotiated contract.
  - c. The President of the Board and the Treasurer of the Board, by affixing their signature to a contract, represent that all necessary implementing resolutions which have been adopted by the Board and a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher along with a copy of this contract.
2. The Board shall enter into contracts for employment of all teachers and shall fix their salaries, which may be increased, but not be diminished during the term for which the contract is made. Such salary shall not be lower than the salary paid the preceding school year unless such reduction is a part of a uniform plan affecting the entire school district (Revised Code 3319.12). State minimum salary laws and credit for military service shall be mandatory (Revised Code 3317.02).
3. Contracts are of two types: limited and continuing. The limited contract may be entered into for a term not to exceed five (5) years. Under a limited contract a teacher has no vested right to re-employment after the expiration of the term provided for in the contract. The Board shall enter into a limited contract with each teacher who holds a provisional teaching certificate. (Revised Code 3319.03)
4. A teacher employed under a limited contract must be given written notice on or before April 30 when it is in the intention of the Board not to re-employ. If such notice is not given, the teacher shall be deemed re-employed. (Revised Code 3319.08)

5. Eligibility for a continuing contract requires:
- a. completion of a two-year probationary period in the Fairland Local Schools before requesting consideration for a continuing contract;
  - b. written notice delivered by the teacher to the Superintendent, with a copy also delivered by the teacher to the building principal, on or before September 30 of eligibility for a continuing contract in the following April, together with a request to be considered for a continuing contract;
  - c. the possession and filing at the office of the Superintendent on or before April 1 of the year in which the continuing contract will be considered: (1) a professional, permanent, or a life certificate or (2) a professional educator license plus either of the following: (a) if a masters degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or (b) if no masters degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license;
  - d. completion of a three (3) year probationary period in the Fairland Local Schools; and
  - e. recommendation of the Superintendent for a continuing contract of employment.

A year of probationary service means actual service of not less than one hundred twenty (120) days within a school year. At the end of the probationary period, the Superintendent may recommend re-employment under a limited contract for a period of one (1) or two (2) years provided that written notice of intent has been given to the teacher with reasons directed at the professional improvement of the teacher on or before April 30 when it is the intention of the Board not to re-employ. If such notice is not given, the teacher shall be deemed re-employed under a continuing contract. (Revised Code 3319.11)

If a teacher is eligible for a continuing contract and has followed the above process, he/she may at any time withdraw his/her request for a continuing contract and be considered for a limited contract. The teacher may have Association representation in making the decision to withdraw his/her request to be considered for a continuing contract or to continue to be considered for a continuing contract or an extended limited contract. This paragraph supersedes provisions of R.C. 3319.11 and .111 to the contrary.

6. The continuing contract remains in effect until the teacher resigns, elects to retire, or until such contract is terminated or suspended according to law. (Revised Code 3319.08)
7. Contracts between teacher and the Board are mutually binding but may be dissolved by mutual consent of the contracting parties.
8. No teacher shall terminate his/her contract after July 10 of any school year or during the school year prior to the end of the annual session without the consent of the Board; however, a teacher may terminate his/her contract at any time by giving five (5) days written notice to the Board. A teacher who terminates his/her contract in any other manner than provided herein may have his/her certificate suspended in the State of Ohio for not more than one year. (Revised Code 3319.15)
9. The contract of a teacher, either limited or continuing may not be terminated except for gross inefficiency, immorality or persistent violation of reasonable regulations of the Board, or for other good and just cause. (Revised Code 3319.16)
10. The willful retention of membership in an organization which advocates the overthrow of the government of the United States or the State by force, violence, or other unlawful means is sufficient cause for the Board to terminate a teacher's contract. (Revised Code 124.36)
11. The first year of service of a new teacher entering the Fairland Local Schools is considered to be a "probationary period." The following shall be the sequence for awarding contracts:

Teacher with a Degree:

- a. Two 1-year contracts;
- b. One 2-year contract;
- c. One 3-year contract, or a 5-year contract;
- d. No teacher shall be given a limited contract of shorter duration than the preceding contract, except for an extended limited contract granted by operation of O.R.C. 3319.11.
- e. Continuing contracts may be issued to eligible members of the bargaining unit at the expiration of a limited contract. The issuance of continuing contracts upon the expiration of a limited contract shall be governed by Sections 3319.08, 3319.082 and 3319.11 of the Ohio Revised Code,

however, provisions 5. a., b., d., and e. of this Article shall supersede state law.

12. A teacher shall have maximum credit granted to him/her for experience in other systems recognized by the State Department of Education up to and including ten (10) years when entering the Fairland School System. A year of experience will be credited for each full year of service in the Armed Forces of the United States for a period up to five (5) years.
13. All teaching and supplemental contracts shall have on them the following statement: This contract is subject to the terms, conditions and amendments of the contract between the Fairland Association of Classroom Teachers and the Fairland Local Board of Education.

## **ARTICLE 17: STUDENT DISCIPLINE AND TEACHER PROTECTION**

- 17.01 A teacher may refer to the principal or the principal's representative, for appropriate action, a pupil who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable directive in any school setting. The teacher will communicate in writing or in cases of emergency, in person, the nature of the problem to the appropriate administrator. A student that is referred to the principal's office will not be readmitted to the teacher's class on the day of the incident unless the matter is resolved to the satisfaction of the principal and teacher involved. Verbal attack of a teacher may be probable grounds for suspension and possible expulsion.
- 17.02 A teacher shall not be prohibited from using necessary and reasonable force to protect himself/herself or another teacher and/or student from possible injury or to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. Teachers will immediately report all such instances, as well as any cases of assault on themselves in connection with their employment to their principal thereof. This report will be forwarded to the Superintendent who will review it for further disposition. The Board, neither individually nor collectively, assumes any responsibility for any action arising, either directly or indirectly, from the use of physical force by a teacher against a student, except as provided by law.
- 17.03 Any teacher, who is abused or threatened with bodily harm or property loss by an individual or a group while carrying out his/her assigned duties, shall immediately notify his/her principal or supervisor. The principal or supervisor shall take steps in cooperation with the teacher, to provide reasonable precaution for his/her safety.
- 17.04 The Board and the Superintendent shall take reasonable steps, in cooperation with the teacher, to provide safe, healthful working conditions.

## **ARTICLE 18: REPRIMAND OF PROFESSIONAL STAFF**

- 18.01 Each employee shall have the opportunity to be accompanied and/or represented by a representative of his/her choice at any meeting at which disciplinary action against the employee is being discussed and at which the employee has the right to attend. At any meeting which is called for the purpose of issuing a reprimand or at which disciplinary action is to take place, an employee shall have the right to have a representative of his/her choice present. The meeting may be with either the principal, immediate supervisor, Superintendent or Board of Education, whichever institutes the disciplinary action.
- 18.02 No employee will be reprimanded in the presence of any other employee, students, parents of the students, or any non-certified employee.
- 18.03 If the employee is unable to secure representation for a reprimand meeting and/or disciplinary hearing scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation, provided that such meeting shall not be delayed longer than one (1) working day, unless mutually agreed to by the principal, immediate supervisor, Superintendent or Board of Education.

**ARTICLE 19: TEACHER-ADMINISTRATION COMMUNICATION**

19.01 Within thirty (30) days after the execution of this Agreement, the Association will select a communication committee for each school building or faculty unit which will meet with the principal or his designee upon the request of either party not to exceed one meeting per month during the regular school year to review and discuss local school problems and practices including curriculum, school calendar, in-service and textbooks. Said committee will consist of not more than one (1) member for every ten (10) teachers in the school building or faculty unit, but will in no event have less than three (3) members.

## **ARTICLE 20: CLASS SIZE AND LOAD**

- 20.01 It is recognized by the Association and the Board that pupil-teacher ratio is an important aspect of an effective educational program. Class size and teacher load, at all levels, will be kept as equitable as possible and shall be within any and all state standards.
- 20.02 Realizing that the number of classroom assignments have a significant relationship to the quality of education, the Board will make every effort to provide a suitable number of preparations and classes for each teacher. However, the number of preparations and classes may vary when necessary from department to department and building-to-building. When the norms differ from building to building, the building principal will attempt, within the assigned number of teachers, to equalize the load in accordance with the lower norm in the system. When a teacher is assigned more than the norm, every effort will be made to adjust that teacher's load to include additional preparation time.
- 20.03 Teachers may use preparation time for conferences with parents, administrators or other teachers, give special assistance to students, or plan for class. Under normal circumstances, teachers will not be restricted to a particular area of the school building during such time. Teachers may leave the school premises for school related reasons during preparation time, upon approval of the building principal or designee. Itinerant and cooperative education teachers may leave their work site as authorized.

## **ARTICLE 21: COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT**

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

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

When a meeting is not feasible, the principal will receive the complaint and will notify the staff member.

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

21.03 If the complainant is not satisfied with the outcome at this level, he/she may appeal, in writing, to the Superintendent within five (5) calendar days for further review. If additional review or action appears warranted, the principal and staff member will be notified.

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

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

## **ARTICLE 22: TEACHER SUPPORT**

- 22.01 It is the responsibility of the Board and Administration to adopt and administer policies regarding student discipline. It is also their responsibility to see that such policies are made available to all teachers prior to or on the first day of student attendance.
- 22.02 Teachers are expected and required to administer discipline within the limits of adopted policy. Teachers who do so will receive the cooperation and assistance of the administration in dealing with any problems that arise from those actions.

## **ARTICLE 23: PROFESSIONAL TEACHING STAFF**

- 23.01 The professional teaching staff members shall have all rights provided to them by the Ohio Revised Code, the Constitution of the State of Ohio, and the Constitution of the United States of America, and this Agreement.
- 23.02 Toll calls will be paid for by the teacher, and the toll calls placed will be recorded on a log as provided by the office of each individual school.
- 23.03 The Board and Association agree it is illegal to discriminate against a teacher because of race, color, creed, sex, national origin, handicap, or age. If a teacher elects to pursue an allegation of discrimination through channels outside this contract, the teacher waives the right to process that allegation through the grievance procedure of this contract.
- 23.04 Prior to or on the first day of student attendance, each member shall be given a copy of all Board policies and the policies and rules of the individual school in which he/she is assigned.

## ARTICLE 24: IN-SERVICE AND PROFESSIONAL DEVELOPMENT

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

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

### 24.02 Local Professional Development Committee

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

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

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

- A. The Committee shall have a district level scope.
- B. There shall be five (5) total members of the Local Professional Development Committee. The committee shall contain three (3) Fairland teacher members. Each teacher member must have at least five (5) years of teaching experience.
- C. The two administrative members shall include a principal and one other representative, which may include the Superintendent, the Assistant Superintendent, or the Treasurer, or any other administrative person appointed by the Superintendent. Mid-term vacancies will be filled only for the remainder of the unexpired term of the vacancy.
- D. The committee will work with the other educators in the district to develop LPDC operating procedures and criteria for approval of individual professional development plans and approval of professional development activities as required by the new licensure standards. The Committee will recommend the renewal of educators' certificates/licenses if renewal requirements have been met.

- E. Each member will serve a three-year term (with the exception of the initial terms of the committee. The initial terms of the committee members will be on a staggered three, four, and five-year basis). Terms shall run from July 1 to June 30.
- F. The Local Professional Development Committee shall schedule meetings at least once each month throughout the year except the months of November and December. These meetings will be held during non-school hours. Meetings may be canceled if no coursework has been submitted for evaluation during the previous thirty (30) days. The committee shall meet at the call of the chairperson or upon the filing of a petition with the Superintendent signed by two (2) committee members.
- G. The meetings shall be scheduled and held as determined by the committee.
- H. The LPDC Committee shall be paid \$36.00 per meeting attended, with a maximum of 10 meetings. Payment shall be made no later than June 30 of each year.
- I. The LPDC Committee shall be three (3) administrators and two (2) teachers when considering an administrators' coursework or continuing education activities.

## **ARTICLE 25: TEACHING ENVIRONMENT**

- 25.01 Teachers shall be provided copies of all teacher edition textbooks used in each of the courses they teach.
- 25.02 The Board will make every reasonable effort to provide a safe work environment.
- 25.03 Teachers will have access to duplication machines and typewriters for school related purposes.
- 25.04 The Board will provide sufficient chalkboard and bulletin Board space in each room.
- 25.05 In general, public address system announcements will be at the beginning or the close of the school day. Emergency announcements during the school day will be held to a minimum.
- 25.06 Each school building in the district shall have a room designated as the faculty lounge.
- 25.07 A teacher has the right to perform his/her professional responsibilities in the manner he/she believes will best encourage a complete understanding of educational subject matter by the students. Such right shall be exercised within the bounds of Board policy and the approved district curriculum.
- 25.08 Members shall not be required or expected to provide personal property for school use.

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

### 26.01 Pay Dates

A member of the bargaining unit shall be paid in twenty-six (26) equal bi-weekly installments. These installments shall be made every other Friday by 11:00 a.m. of the scheduled pay date barring unforeseen circumstances.

### 26.02 Pay Day Falling on Day School is Closed

In the event the scheduled payday falls on a day that is not a scheduled workday, the paychecks or direct deposit record will be sent by regular mail the day prior to the payday. During the summer recess, paychecks or direct deposit record shall be mailed on the day prior to the regularly scheduled payday to the address or e-mail address given to the Treasurer's Office by no later than May 31. Teachers who desire to have a direct deposit record e-mailed to them during the school year, may provide the Treasurer's office with his/her e-mail address.

26.03 A bargaining unit member shall be required to designate a financial institution of their choice and provide the Treasurer the proper documentation prior to December 1, 2006, with implementation February 1, 2007. Direct deposit of payroll checks shall be mandatory. Bargaining unit members shall have the opportunity to change their designated depository on a quarterly basis. The quarter months shall be January, March, June, and September.

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

26.05 Bargaining unit member will receive a one percent (1%) increase in the 2012-2013 school year and a one and one quarter percent (1.25%) increase in the 2013-2014 school year. The parties will re-open negotiations for salary for the 2014-2015 school year.

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

26.07 For employees as of August 13, 2012 there will be a one-time percent Recognition Award (computed as 1% of each individual teachers' 2012-2013 salary not including any supplemental pay and not including any index for extended days) in recognition of all teachers' efforts to make Fairland an Excellent-rated district. This will be paid in a separate check within 30 days of ratification and Board approval.

26.08 INDEX

<b>STEPS</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
<b>0</b>	1.0000	1.0525	1.1550	1.2100	1.2700	1.3000
<b>1</b>	1.0525	1.1075	1.2100	1.2650	1.3250	1.3550
<b>2</b>	1.1050	1.1625	1.2650	1.3200	1.3800	1.4100
<b>3</b>	1.1575	1.2175	1.3200	1.3750	1.4350	1.4650
<b>4</b>	1.2100	1.2725	1.3750	1.4300	1.4900	1.5200
<b>5</b>	1.2625	1.3275	1.4300	1.4850	1.5450	1.5750
<b>6</b>	1.3150	1.3825	1.4850	1.5400	1.6000	1.6300
<b>7</b>	1.3675	1.4375	1.5400	1.5950	1.6550	1.6850
<b>8</b>	1.4200	1.4925	1.5950	1.6500	1.7100	1.7400
<b>9</b>	1.4725	1.5475	1.6500	1.7050	1.7650	1.7950
<b>10</b>	1.5250	1.6025	1.7050	1.7600	1.8200	1.8500
<b>11</b>	1.5775	1.6575	1.7600	1.8150	1.8750	1.9050
<b>15</b>	1.6300	1.7125	1.8150	1.8700	1.9300	1.9600
<b>20</b>	1.6825	1.7675	1.8700	1.9250	1.9850	2.0150
<b>25</b>	1.7350	1.8225	1.9250	1.9800	2.0400	2.0700
<b>27</b>	1.7875	1.8775	1.9800	2.0350	2.0950	2.1250

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

**Fairland Local School District  
Salary Schedule 2012-2013**

**Base Salary \$29,747**

<b>Steps</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
<b>0</b>	29,747 1.0000	31,309 1.0525	34,358 1.1550	35,994 1.2100	37,779 1.2700	38,671 1.3000
<b>1</b>	31,309 1.0525	32,945 1.1075	35,994 1.2100	37,630 1.2650	39,415 1.3250	40,307 1.3550
<b>2</b>	32,870 1.1050	34,581 1.1625	37,630 1.2650	39,266 1.3200	41,051 1.3800	41,943 1.4100
<b>3</b>	34,432 1.1575	36,217 1.2175	39,266 1.3200	40,902 1.3750	42,687 1.4350	43,579 1.4650
<b>4</b>	35,994 1.2100	37,853 1.2725	40,902 1.3750	42,538 1.4300	44,323 1.4900	45,215 1.5200
<b>5</b>	37,556 1.2625	39,489 1.3275	42,538 1.4300	44,174 1.4850	45,959 1.5450	46,852 1.5750
<b>6</b>	39,117 1.3150	41,125 1.3825	44,174 1.4850	45,810 1.5400	47,595 1.6000	48,488 1.6300
<b>7</b>	40,679 1.3675	42,761 1.4375	45,810 1.5400	47,446 1.5950	49,231 1.6550	50,124 1.6850
<b>8</b>	42,241 1.4200	44,397 1.4925	47,446 1.5950	49,083 1.6500	50,867 1.7100	51,760 1.7400
<b>9</b>	43,802 1.4725	46,033 1.5475	49,083 1.6500	50,719 1.7050	52,503 1.7650	53,396 1.7950
<b>10</b>	45,364 1.5250	47,670 1.6025	50,719 1.7050	52,355 1.7600	54,140 1.8200	55,032 1.8500
<b>11</b>	46,926 1.5775	49,306 1.6575	52,355 1.7600	53,991 1.8150	55,776 1.8750	56,668 1.9050
<b>15</b>	48,488 1.6300	50,942 1.7125	53,991 1.8150	55,627 1.8700	57,412 1.9300	58,304 1.9600
<b>20</b>	50,049 1.6825	52,578 1.7675	55,627 1.8700	57,263 1.9250	59,048 1.9850	59,940 2.0150
<b>25</b>	51,611 1.7350	54,214 1.8225	57,263 1.9250	58,899 1.9800	60,684 2.0400	61,576 2.0700
<b>27</b>	53,173 1.7875	55,850 1.8775	58,899 1.9800	60,535 2.0350	62,320 2.0950	63,212 2.1250

**Fairland Local School District  
Salary Schedule 2013-2014**

**Base Salary \$30,119**

<b>Steps</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>
<b>0</b>	30,119 1.0000	31,700 1.0525	34,787 1.1550	36,444 1.2100	38,251 1.2700	39,155 1.3000
<b>1</b>	31,700 1.0525	33,357 1.1075	36,444 1.2100	38,101 1.2650	39,908 1.3250	40,811 1.3550
<b>2</b>	33,281 1.1050	35,013 1.1625	38,101 1.2650	39,757 1.3200	41,564 1.3800	42,468 1.4100
<b>3</b>	34,863 1.1575	36,670 1.2175	39,757 1.3200	41,414 1.3750	43,221 1.4350	44,124 1.4650
<b>4</b>	36,444 1.2100	38,326 1.2725	41,414 1.3750	43,070 1.4300	44,877 1.4900	45,781 1.5200
<b>5</b>	38,025 1.2625	39,983 1.3275	43,070 1.4300	44,727 1.4850	46,534 1.5450	47,437 1.5750
<b>6</b>	39,606 1.3150	41,640 1.3825	44,727 1.4850	46,383 1.5400	48,190 1.6000	49,094 1.6300
<b>7</b>	41,188 1.3675	43,296 1.4375	46,383 1.5400	48,040 1.5950	49,847 1.6550	50,751 1.6850
<b>8</b>	42,769 1.4200	44,953 1.4925	48,040 1.5950	49,696 1.6500	51,503 1.7100	52,407 1.7400
<b>9</b>	44,350 1.4725	46,609 1.5475	49,696 1.6500	51,353 1.7050	53,160 1.7650	54,064 1.7950
<b>10</b>	45,931 1.5250	48,266 1.6025	51,353 1.7050	53,009 1.7600	54,817 1.8200	55,720 1.8500
<b>11</b>	47,513 1.5775	49,922 1.6575	53,009 1.7600	54,666 1.8150	56,473 1.8750	57,377 1.9050
<b>15</b>	49,094 1.6300	51,579 1.7125	54,666 1.8150	56,323 1.8700	58,130 1.9300	59,033 1.9600
<b>20</b>	50,675 1.6825	53,235 1.7675	56,323 1.8700	57,979 1.9250	59,786 1.9850	60,690 2.015
<b>25</b>	52,256 1.7350	54,892 1.8225	57,979 1.9250	59,636 1.9800	61,443 2.0400	62,346 2.0700
<b>27</b>	53,838 1.7875	56,548 1.8775	59,636 1.9800	61,292 2.0350	63,099 2.0950	64,003 2.1250

## **ARTICLE 27: SEVERANCE PAY**

- 27.01 Severance pay shall be paid in the amount of twenty-five percent (25%) of the accumulated sick leave up to a maximum of sixty-five (65) days.
- 27.02 Payment shall be based on the employee's per diem rate on his/her last full day of employment in the Fairland Local School District.
- 27.03 Payment will be made not later than thirty (30) days after the employee becomes a retiree of either the State Teacher's Retirement System or the State Employee's Retirement System. Once such severance payment has been received by the retiree, all unused accumulated sick leave is surrendered and forfeited. Such payment will be made only once to any employee.
- 27.04 Retirement for the purpose of this agreement is defined as being that point at which a certificated professional employee has applied for and received a notice of his effective date of retirement from the Ohio State Teacher's Retirement System.
- 27.05 In the case of the death of a bargaining unit member before retirement, any employee who has completed ten (10) years with Fairland Local School District will be eligible for any accrued severance pay to be paid to the estate of said bargaining unit member.

## **ARTICLE 28: STRS PICK UP UTILIZING THE SALARY REDUCTION METHOD**

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

1. The amount to be “picked-up” on behalf of each employee shall be the state mandated percent of the employee’s gross annual compensation. The employee’s annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of City, State and Federal tax.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
3. The pick-up shall become effective October 4, 1985, and shall apply to all compensation including supplemental earning thereafter.
4. The parties agree that should the rules and regulations of the IRS, or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
5. Payment for sick leave, personal leave, severance supplemental, etc., including unemployment and worker’s compensation, shall be based on the employee’s gross or daily gross pay prior to the reduction as basis (e.g., gross pay divided by the number of days in a teacher’s contract).
6. Beginning the 2001-2002 school year, STRS deductions shall be withheld over a twelve (12) month period.

## **ARTICLE 29: HOME TUTORING**

29.01 No later than September 15 of each year, the Superintendent should canvas all bargaining unit members to determine those interested in accepting home tutoring assignments during that school year. For the purpose of home tutoring, the teachers shall be separated into the following categories based upon their present assignment: K through 6; by subject area for those teaching grades 7 through 12. A teacher may have his or her name added to another list in addition to the list covering his or her present assignment, if the Superintendent deems the teacher qualified to tutor in that area.

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

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

29.02 Reimbursement for home tutoring assignments shall be made on an hourly basis at the rate of \$25.00 per hour.

## **ARTICLE 30: TRAVEL REIMBURSEMENT**

- 30.01 Bargaining unit members who have regular assignments in more than one (1) building or by nature of their assignment require travel during their normal workday, shall be reimbursed at the rate of forty cents (\$.40) per mile. Mileage will be measured daily from the first school of assignment to the final school of assignment for traveling teachers.
- 30.02 Requests for mileage reimbursement shall be submitted on a form provided by the Treasurer of the Board prior to the last day of each month. Payment will be made during the following month.

## **ARTICLE 31: SEVERABILITY**

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

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

## ARTICLE 32: SUPPLEMENTAL CONTRACTS

- 32.01 All bargaining unit members granted additional compensation for supplemental duties shall be issued a written contract for such duties. Such supplemental contracts shall be issued in addition to their regular contracts. The Board must notify bargaining unit members by April 30th in the year the supplemental contract is to expire of its intent to non-renew such supplemental contract.
- 32.02 Members shall be reimbursed in a lump sum payment with a separate check within seventeen (17) workdays of completion of their supplemental contract or at the end of the sport's season. End of the sport's season shall mean the last event of the season including tournament games. The principal must sign the request for payment of supplemental contract indicating that duties of the position have been performed and completed in order for payment to be made under the supplemental contract.
- 32.03 Supplemental Salaries Current Schedule -- The following supplementals shall be included on the schedule with the Administration to supply job descriptions. The Board reserves the right to fill or not fill any supplemental contract in any year.

### Academic Supplementals

#### **High School**

Yearbook	\$1100.00
Student Council	\$800.00
Spanish Club	\$800.00
French Club	\$800.00
Tri-M	\$800.00
International Day Director	\$1100.00
International Day Assistant	\$800.00
Science Fair Director	\$1600.00
Assistant Science Fair Director	\$1100.00
Quiz Bowl	\$1600.00
Drama/Musical Director	\$1600.00
Drama/Musical Pianist	\$500.00
Prom Sponsor	\$800.00
National Honor Society	\$800.00
Choir Director	\$800.00

#### **Middle School**

Yearbook	\$1600.00
Science Fair Director	\$1100.00
Quiz Bowl	\$800.00
Power of the Pen	\$800.00
Student Council	\$800.00

National Junior Honor Society \$800.00

**Fairland West Elementary**

Science Fair Director \$1100.00

**Fairland East Elementary**

Track & Field Coordinator \$500.00

**Evening Performances**

**Rate per  
performance**

Elementary Musical/Choir Director \$100.00

Teachers selected for student supervision for evening musical performances \$50.00

**All Hourly Rates: \$25.00**

Detention Hall High School

Detention Hall Saturday Middle School

Afterschool Intervention

Homebound Tutoring

Summer School

Teacher Mentors

In-building Teacher Substitute

Special Olympics Coordinator \$800.00

**Athletic Supplementals for Contract Year/s 2012-2015**

**High School Athletic Director**

**30 extended days paid at an index of 1.18**

**Category 1:**

Head Football High School \$7,000.00

Head Basketball High School: Boys \$7,000.00

Head Basketball High School: Girls \$7,000.00

**Category 2:**

Middle School Athletic Director \$3,000.00

Head Baseball High School \$3,000.00

Head Softball High School \$3,000.00

Head Volleyball High School \$3,000.00

Head Track High School: Boys \$3,000.00

Head Track High School: Girls \$3,000.00

Head Cheerleading High School \$3,000.00

Head Wrestling High School \$3,000.00

Assistant Football High School	\$3,000.00
Assistant Basketball High School: Boys	\$3,000.00
Assistant Basketball High School: Girls	\$3,000.00

**Category 3:**

Head Football Middle School	\$2,500.00
7 <sup>th</sup> Grade Basketball: Boys	\$2,500.00
7 <sup>th</sup> Grade Basketball: Girls	\$2,500.00
8 <sup>th</sup> Grade Basketball: Boys	\$2,500.00
8 <sup>th</sup> Grade Basketball: Girls	\$2,500.00
Head Track Middle School: Boys	\$2,500.00
Head Track Middle School: Girls	\$2,500.00
Assistant Volleyball High School	\$2,500.00

**Category 4:**

Head Golf High School	\$2,000.00
Head Cross Country High School	\$2,000.00
Assistant Baseball High School	\$2,000.00
Assistant Softball High School	\$2,000.00
Assistant Track High School: Boys	\$2,000.00
Assistant Track High School: Girls	\$2,000.00
Head Cheerleading Middle School	\$2,000.00
8 <sup>th</sup> Grade Volleyball	\$2,000.00
7 <sup>th</sup> Grade Volleyball	\$2,000.00
Part-time Assistant Band Director	\$2,000.00

**Category 5:**

Head Golf Middle School	\$1,400.00
Head Cross Country Middle School	\$1,400.00
Head Wrestling Middle School (Assistant Wrestling High School)	\$1,400.00
Assistant Track Middle School: Boys	\$1,400.00
Assistant Track Middle School: Girls	\$1,400.00
Weight Room High School Summer	\$1,400.00
Weight Room High School Winter	\$1,400.00

**Category 6:**

Assistant Cheerleading High School	\$800.00
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### **ARTICLE 33: DRUG FREE WORKPLACE**

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

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

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

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

An employee who violates the terms of this policy shall enroll and participate in an alcohol or other drug abuse counseling/treatment/rehabilitation/re-entry program approved by the Board of Education. Participation in such a program shall be entirely at the employee's expense, and without pay, except as may be covered by applicable group health plan terms, sick leave policies, and other leaves of absence policies. A list of agencies qualified to offer alcohol and other drug counseling/treatment/rehabilitation/re-entry programs will be maintained in the Superintendent's office and will be provided to any employee upon request. If the employee fails to enroll and participate in such a program, the employee shall be subject to disciplinary action under the Ohio Revised Code consistent with local, state and federal law. Sanctions against employees, including nonrenewal, suspension and termination shall be in accordance with the prescribed school district administrative regulations, procedures and collective bargaining agreement.

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

This policy is in compliance with the Federal Drug-Free Workplace Act of 1988. Should this policy be found not in compliance with federal law, the Board and Association shall bargain a new policy per the terms of Article 31 of the master contract.

Every year bargaining unit members shall receive a copy of this policy and acknowledge its receipt.

**ARTICLE 34: IRS SECTION 125 PLAN**

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

## **ARTICLE 35: FACULTY COUNCIL**

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

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

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

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

## **ARTICLE 36: EMPLOYMENT OF RETIREES**

1. A retiree is defined as a certificated staff member who has retired through State Teachers Retirement System and is receiving a monthly stipend from said retirement system. A retiree who applies for work as a teacher shall be considered with all other applicants, but shall have no expectation or no guarantee of re-employment. The decision whether to re-employ shall rest solely with the Superintendent and the Board.
2. A newly employed retiree shall be placed in his/her actual educational column at Step 5 of the current contract and shall remain at Step 5 while employed as a retiree.
3. Retirement from the Fairland Local School District shall be considered a break in employment.
4. Retirees who are re-employed, shall not be eligible for hospital, surgical, prescription, major medical, vision, life and dental benefits provided under Article 27 of the Contract. The retiree will be required to obtain health insurance through the STRS. If STRS mandates that the Fairland Local School Board of Education provide the health insurance, the insurance will be provided by the District as it would for any employee under a single plan.
5. Re-employed retirees shall be employed on a series of one (1) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. A retiree's contract shall expire at the end of its term without evaluations being completed. There shall be no requirement for Board action to non-renew and no requirement of any notice of non-renewal under Section 3319.11, ORC. To be employed for the next year, the Board must take action to employ.
6. Returning employees will accrue 1.25 days per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.
7. Such retired member is not eligible to receive an additional severance payment upon leaving employment with the District, nor will he or she accrue seniority.
8. Re-employed retirees are not entitled to receive reimbursement for college coursework in accordance with Article 38.
9. If the Board reduces staff in accordance with the Reduction in Force procedure in Article 25 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights.

10. Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the Fairland Association of Classroom Teachers/OEA/NEA except those benefits that this Article specifically states will not be provided to retirees.
11. This Article and such salary and individual contract provisions with a member expressly supersede ORC Section 3317.13, 3317.14, 3319.11, 3319.111 and all other applicable laws inconsistent with this article.

## ARTICLE 37: MID-TERM BARGAINING

- A. If during the duration of this contract, bargaining becomes necessary due to impact, severability, or a specified re-opener provision, the Fairland Local Board of Education and the Fairland Association of Classroom Teachers agree to use the following procedure:
1. By mutual understanding, the parties agree that no item/issue that was part of the initial proposal of either party for the successor contract can be the subject of Mid-Term bargaining. The parties agree that any item/issue that could have been part of the initial proposal of either party for the successor agreement shall not be the subject of Mid-Term bargaining.
    - a. The party identifying an issue that falls within the scope of Section (A) (1) shall notify the other party with a demand to bargain notice. The notice may be on the prescribed SERB form, or it may be a letter. A copy of the Demand to Bargain shall be filed with SERB.
    - b. A mutually agreed to time shall be arranged between the parties to discuss the issue(s) as they may relate to Section (A) (1).
    - c. Proposals shall be brought and submitted to the other party at the first session.
    - d. The parties shall use the guidelines as outlined in the Article to conduct the meeting.
  2. If the parties fail to reach agreement, the Statutory Impasse Procedure as stated in O.R.C. 4117 shall be the method used to settle the outstanding issue(s).
  3. Each party reserves the right to file an Unfair Labor Practice charge with the State Employment Relations Board (SERB) regarding whether or not the other party has acted in accordance with SERB rulings or complied with the provisions of 4117.

## **ARTICLE 38: DURATION OF AGREEMENT AND SEVERABILITY**

- 38.01 This Agreement supersedes and replaces all pertinent statutes, rules and regulations as provided by the express provisions of this Agreement. Where this Agreement is silent or the law is not modified by provisions of the Agreement, applicable law shall prevail.
- 38.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and the Association and all prior agreements, either oral or written, are hereby canceled. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties all the time they negotiated or signed this Agreement.
- 38.03 This Agreement shall be effective as of July 1, 2012 and shall remain in full force and effect until midnight June 30, 2015.

Ratified on August 1, 2012 by the Fairland Association of Classroom Teachers and approved on August 13, 2012 by the Board of Education.

FOR THE FAIRLAND ASSOCIATION  
OF CLASSROOM TEACHERS, OEA/NEA

FOR THE FAIRLAND LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

Richard L. Frazier 8/1/2012  
Association President Date  
Fairland Association of Classroom Teachers

Roni Hayes 8/1/12  
Roni Hayes, Superintendent Date  
Fairland Local School District

Michelle Gandy 8/1/2012  
Bargaining Unit Member Date  
Fairland Association of Classroom Teachers

Loretta Wirzfeld 8-13-12  
Loretta Wirzfeld, Treasurer Date  
Fairland Local School District

## TEACHER EVALUATION POLICY

The Board of Education (Board) of Fairland School District District) adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education and expressly incorporates any amendments made to the framework. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

The Board directs the Superintendent to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of a collective bargaining agreement entered into on or after September 24, 2012.

### **Definition of "Teacher"**

Notwithstanding Ohio Revised Code 3319.09, This policy applies to District employees who meet one of the following categories.

1. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or
2. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least 50% of his/her time providing student instruction; or
3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing student instruction.

### **Assigning an Effectiveness Rating**

Each evaluation will result in an effectiveness rating of:

- A. Accomplished;
- B. Proficient;
- C. Developing; or
- D. Ineffective

*in accordance with the statute and State Board of Education Framework.*

## **Calculating Teacher Performance**

Teacher Performance is evaluated during at least two formal observations and at least two classroom walkthroughs, *in addition to other methods of gathering information concerning teacher performance*. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a process based upon the *Ohio Standards for the Teaching Profession*.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance.

*The district will use the OTES model.*

## **Calculating Student Growth Measures**

For purposes of this policy "student growth" means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes, where available, one or more of the following: 1) Teacher-level Value-Added Data (*or alternative student academic progress measures if adopted by ODE*); 2) ODE-Approved Assessments; and/or 3) Locally-determined Measures, *in accordance with state law and State Board of Education requirements*.

Fifty percent (50%) of a teacher's evaluation must be comprised of student growth measures.

In the calculation for student academic growth, *certain* students *shall be excluded per state law and regulation*.

## **Evaluation Timeline**

*Credentialed District Administrators* shall conduct an evaluation of each teacher subject to this policy at least annually, *subject to the exception and requirements set forth below*. Each evaluation shall include: 1) *At least* two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) *At Least two (2)* classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations *of at least thirty (30) minutes each and classroom walkthroughs* must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

For those teachers who received an effectiveness rating of "Accomplished" an evaluation will be conducted only once every two years instead of annually.

### **Professional Growth and Improvement Plans**

Teachers shall develop professional growth plans and/or improvement plans in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education

The Board will provide professional development and growth opportunities in accordance with state law and regulations. See, Article 10 Master Agreement.

### **Testing for Teachers in Core Subject Areas**

Beginning with the 2015-16 school year, teachers who teach in a "core subject area" who have received a rating of "ineffective" on the evaluations conducted under law and this policy for two of the three most recent school years are required to register for and take all written examinations as required by state law and regulation.

### **Retention and Promotion Decisions**

The Board adopts the following procedures to be used by district administrators in using the valuation results to make retention and promotion decisions: See, Article 13 Master Agreement

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

### **Removal of Poorly-Performing Teachers**

The Board adopts the following procedures to be used by district administrators in using the evaluation results to remove poorly-performing teachers: See, Article 8 Master Agreement

**Professional Development**

The Board's plan for the allocation of financial resources to support professional development is as follows:

The Board will provide for the allocation of financial resources to support professional development to the extent required by state law and the State Board of Education standards-based evaluation framework. See, Article 10 Master Agreement

Adopted by the Fairland Board of Education 6/10/13

Michelle Gorby - VP (Acting)  
Roni Hayes, Superintendent